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REGULAR COUNCIL MEETING

Tuesday, May 5, 2015

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.

<b>Council Goals Scorecard</b>	
<i>Actions to Date</i>	
	<b>1</b>
	<b>5</b>
	<b>5</b>

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE APRIL 21, 2015 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 29, 2015
4. CONSIDERATION OF BILLS AND CLAIMS
5. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish May 19, 2015, as the Public Hearing Date for Consideration of:
  - a. A **Vacation and Replat** to **Create Harmony Hills Addition No. 2** – Phase 1 and a **Zone Change** of a Portion of Said Harmony Hills Addition No. 2 – Phase 1 from PUD (Planned Unit Development) to R-2 (One Unit Residential).
  - b. Soliciting **Community Input** toward the **City of Casper’s Use of Program Year 2015/2016 Community Development Block Grant (CDBG) Funds.**
2. Establish June 2, 2015, as the Public Hearing Date for Consideration of:
  - a. An Ordinance Approving an **Annexation and Replat** Creating the **Begonia Bluffs Addition**; the **Vacation** of Proposed Lots 2 and 3, Begonia Bluffs Addition as Parkland; and Consideration of an Appeal of the Planning and Zoning Commission’s Decision to Deny the Zoning of Lot 1, Begonia Bluffs Addition as PH (Park Historic) and Lots 2 and 3, Begonia Bluffs Addition as R-2 (One Unit Residential).

6. PUBLIC HEARING

A. Consent

1. Petition to **Vacate and Replat** all of Sunrise Hills No. 3, with Portions of Sunrise Hills No. 9, Sunrise Hills Addition No. 12, Garden Creek Hills Patio Homes No. 1, and Tract A, and Harmony Hills No. 1, to **Create Harmony Hills Addition No. 2**, Comprising 106.16-acres, More or Less, Generally Located at the Southeast Intersection of South Poplar Street and SE Wyoming Boulevard; and **Rezoning** of Said Property from PUD (Planned Unit Development) and C-2 (General Business) to R-2 (One Unit Residential) and PUD (Planned Unit Development).
  - a. By Minute Action, Cancel Public Hearing.

2015 Goals		
Downtown	Infrastructure	Recreation

7. THIRD READING ORDINANCE

- A. Consideration of an Ordinance **Amendment to Section 17.20** of the Casper Municipal Code Pertaining to **Floodplain Management Standards**.

8. FIRST READING ORDINANCE

A. Consent

- 1. Consideration of an **Ordinance Amendment** to Section 5.08.450 of the Casper Municipal Code Pertaining to **Public Intoxication**.
- 2. Consideration of an **Ordinance Amendment** to Section 9.12.030 of the Casper Municipal Code Pertaining to **Trespassing**.
- 3. Consideration of an **Ordinance Amendment** to Section 10.12.010 of the Casper Municipal Code Pertaining to **Motor Vehicle Operator’s Licenses**.
- 4. Consideration of an **Ordinance Amendment** to Section 10.18.020 of the Casper Municipal Code Pertaining to **Seat Belt Requirements to Include Requirements for Child Restraint Systems**.
- 5. Consideration of an **Ordinance Amendment** to Section 10.18.030 of the Casper Municipal Code Pertaining to **Penalties for Seat Belt and Child Restraint System Violations**.

9. RESOLUTIONS

- A. Approving the **Preliminary Plat** of the **Harmony Hills** Addition No. 2, Comprising 106-Acres, More or Less, and Generally Located at the Southeast Intersection of South Poplar Street and SE Wyoming Boulevard.

- 1. Lisa Burridge

B. Consent

- 1. Agreement With **KLJ Solutions Co.**, d/b/a KLJ, in the Amount Of \$91,000, for the City of Casper **Signal Timing Study Project**.
- 2. Authorizing Agreement with **Haass Construction Co. Inc.**, in the Amount of \$106,806, for the **Nicolaysen Museum Improvements Project**.
- 3. Authorizing Access Permit with the **Wyoming Department of Transportation** for the Installation of Two New Entries and Removal of One Existing Entry into the **Proposed Recycle Depot**.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
		X

9. RESOLUTIONS (Continued)

B. Consent

4. Authorizing Agreement with **Caspar Building Systems, Inc.**, in the Amount of \$4,385,636, for the **Mike Sedar Pool Project**.
5. Authorizing Agreement with **the Casper Fire Fighters Local I.A.F.F. Union 904** for the **Contract Year 2015-17**, Effective July 1, 2015.
6. Authorizing a Contract Between the **Casper Area Metropolitan Planning Organization (MPO)** and **Jacobs Engineering (Jacobs)** for a Planning and Environmental Linkage Study for the **Proposed Evansville Platte Park Bridge** in an Amount Not to Exceed \$67,800.
7. Approving the **Community Priorities** for use of the **Optional 1% #15 Sales Tax Special Projects Funds** and **Committing Sales Tax Funds** to Said Priorities.
8. Authorizing the Mayor to Sign, **Application for the Plat, to Create the YMCA Addition** to the City of Casper.
9. Authorizing **Amendments to the Employment Contracts** between the **Casper City Council and the City Manager, City Attorney,** and the **Municipal Judges** for the Payment of Damages Incurred While Performing Their Duties Within the Scope of Their Employment and Authorizing Conforming Amendments to the Contracts of Other Contract Employees Under the Supervision of the City Manager.
10. Authorizing the **Mayor to Sign the Warranty of Significant Economic Benefit** for **SSBCI – Supported Investment** made Outside the Geographical Boundaries of the Participating Municipality.
11. Authorizing Support of a **Community Enhancement Grant** for the **Economic Development Joint Powers Board**, for an **Events Driven Public Plaza**.
12. Authorizing Agreement with **Dan Hart Patrol Service LLC**, in the Total Amount of \$1,423,000, for the **Casper Regional Landfill Cells 3 and 4 Construction – Earthwork Project**.
13. Authorizing Agreement with **COMANCO Environmental Corporation** in the Amount of \$590,665 for the **Casper Regional Landfill Cells 3 and 4 - Geosynthetics Procurement Project**.

2015 Goals		
Downtown	Infrastructure	Recreation
		X
	X	
	X	X
	X	X
X	X	X

9. RESOLUTIONS (Continued)

B. Consent

14. Authorizing Agreement with **Erosion Control Applications, Inc.**, in the Total Amount of \$184,775, for the **Casper Regional Landfill Cells 3 and 4 Construction – Geosynthetics Installation Project.**

15. Authorizing **Joint Committee of Natrona County-City of Casper** to Study the Challenges Facing the **Public Library.**

10. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of One (1) New **Buffalo Debris Blower**, from **Stotz Equipment**, Casper, Wyoming, to be used in the Municipal Golf Course Section of the Leisure Services Department, in the Amount of \$6,825.00.

2. Authorizing the Issuance of a **Taxicab Company License** to John Kohler and Jeff Matney, d.b.a. **Blue Cab**, Located at 1055 South Melrose Street, Apartment B.

11. COMMUNICATIONS

A. From Persons Present

1. Debra Cheatham
2. Adam Amick

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

13. ADJOURNMENT

2015 Goals		
Downtown	Infrastructure	Recreation

Upcoming Council meetings:

**Council meetings**

Tuesday, May 19, 2015 – Council Chambers

Tuesday, June 2, 2015 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, May 12, 2015 – Council meeting room

4:30 p.m. Tuesday, May 26, 2015 – Council meeting room

7:00 a.m. Tuesday, May 29, 2015 – Council meeting room

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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

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COUNCIL PROCEEDINGS  
April 21, 2015

Casper City Council met in pre-meeting in the Council Meeting Room at 5:34 p.m., Tuesday, April 21, 2015. Present: Councilmen Cathey, Hopkins, Johnson, Mundell, Sandoval, Schlager and Mayor Powell. Councilmen Hedquist and Pacheco were absent.

At 5:34 p.m., Mayor Powell began the scheduled executive session to discuss matters of litigation. Attorney John Masterson briefed the Council regarding the Hedquist case.

Councilman Pacheco joined the meeting at 5:45 p.m.

At 5:50 p.m., it was moved by Councilman Hopkins, seconded by Councilman Johnson, to adjourn the executive session. Motion passed.

Casper City Council met in regular session at in the Council Chambers at 6:05 p.m., Tuesday, April 21, 2015. Present: Councilmen Cathey, Hedquist, Hopkins, Johnson, Mundell, Pacheco, Sandoval, Schlager and Mayor Powell.

Mayor Powell led the audience in the Pledge of Allegiance.

Moved by Councilman Pacheco, seconded by Councilman Hopkins to, by minute action, approve the minutes of the April 7, 2015, regular Council meeting, as published in the Casper-Star Tribune on April 15, 2015. Motion passed.

R. C. Johnson, President of the Wyoming American Association of University Women, addressed Council on the issue of bridging the gender wage gap. Elaine Hough and Peggy Phillips, were also in attendance.

Moved by Councilman Hedquist, seconded by Councilman Mundell, to, by minute action, approve payment of the April 21, 2015, bills and claims, as audited by City Manager Patterson. Mayor Powell noted he wished to abstain from voting on invoices pertaining to Park Ridge Behavioral Healthcare. Motion passed.

Bills & Claims

	04/21/15	
1stAmerTitle	Services	\$4,884.00
71Construction	Projects	\$125,637.69
A Giraldo	Services	\$25.00
A/LHatcoat	Refund	\$5.32
AAALandscaping	Services	\$335.00
AEufemia	Refund	\$11.37
AHolman	Reimb	\$22.96
AMBI	Services	\$1,209.98
AmericanTitle	Services	\$85.00
Ameritech	Services	\$23,615.97
Aqua-Chem	Services	\$9,571.00

ArrowheadHeating	Services	\$180.00
ARutz	Refund	\$62.89
Balefill	Services	\$100,423.76
BankOfAmerica	Goods	\$256,803.24
BarDSigns	Goods	\$170.00
Barker&Assoc	Goods	\$4,601.30
BHernandez	Refund	\$19.38
Burns&McDonnellEngineering	Services	\$11,864.54
C Mills-Laatsch	Reimb	\$47.18
CarolinaSoftware	Services	\$700.00
CasperHousingAuth	Projects	\$718.75
CasperPubUtilities	Services	\$122.19
Centurylink	Services	\$9,913.41
Ch2mHill	Services	\$35,922.61
Charter	Services	\$450.00
CHickel/JJenkins	Refund	\$39.46
Citizen	Refund	\$565.00
CityofCasper	Services	\$10,667.67
CommTech	Goods	\$1,197.00
CrimeSceneInfo	Services	\$86.25
CRootJr.	Reimb	\$50.37
CSage	Refund	\$26.50
DaleBuckinghamArchitects	Projects	\$859.75
Dell	Goods	\$338.35
DeltaDental	Services	\$31,856.65
DesertMtn	Goods	\$7,644.75
DoubleDWelding	Services	\$2,285.00
DowntownDevelopmentAuth	Funding	\$152.98
E Becher	Reimb	\$217.00
EnviroEng	Services	\$10,000.00
ExprsGarageDr	Services	\$225.00
FirstData	Services	\$5,115.64
FirstInterstateBank	Services	\$205.89
GMarshInc	Services	\$4,704.75
GolderAssociates	Services	\$20,032.79
Good2GoStores	Goods	\$405.73
GrizzlyExcavating	Projects	\$165,131.68
GSGArchitecture	Services	\$28,958.12
HewlettPackard	Goods	\$2,676.02
Homax	Goods	\$11,369.17
IntermountainCoach	Goods	\$105,490.00
ITCElec	Services	\$104.70
J/LMccullar	Refund	\$20.03
JAnderson	Refund	\$23.03
JCarlson	Refund	\$31.71
JHolmes	Refund	\$27.98
JJones	Refund	\$50.02
JRyan	Refund	\$29.99

JSchultz	Refund	\$26.78
JTLGroup	Services	\$2,529.84
JZamarrapia	Refund	\$23.62
KLQQ-FM	Services	\$270.00
Kone	Services	\$22,814.00
KTWO-TV	Services	\$240.00
KubwaterResources	Goods	\$9,677.92
LaborReady	Services	\$7,620.11
LChristensen	Reimb	\$17.70
LINA	Services	\$303.46
MAnderson	Reimb	\$1,913.34
Manpower	Services	\$1,657.74
McMurryReadyMix	Goods	\$678.50
Microsoft	Services	\$2,100.44
MMcdaniels	Reimb	\$50.00
ModernElectric	Services	\$10,575.86
Motorola	Goods	\$3,754.75
NationalBenefitServices	Services	\$415.95
NatlDevelopmentCouncil	Services	\$833.33
NatronaCountyCommissioner	Services	\$2,976.40
NC Clerk	Services	\$99.00
NCHHealthDept	Funding	\$55,166.00
NevesUniforms	Goods	\$2,160.19
OfficeStateLands	Services	\$96,220.69
PeaksToPlainsDesign	Services	\$4,720.73
Pepsi	Goods	\$2,504.75
PlatteRiverParkwayTrust	Funding	\$5,000.00
PopeConstruction	Projects	\$4,386.36
R/JBinks	Refund	\$275.00
RegionalWater	Services	\$264,805.95
ResourceStaff	Services	\$105.12
RockyMtnPower	Services	\$144,883.37
RYoung	Reimb	\$90.33
S/JGibson	Refund	\$48.83
SourceGas	Services	\$20.14
StarLineFeeds	Goods	\$510.25
STerry	Refund	\$9.53
Strata	Services	\$6,500.00
SuperiorSgns	Goods	\$716.00
SuperiorStructures	Goods	\$11,594.00
SyscoFoodSvcs	Goods	\$6,269.63
TCutrell	Reimb	\$1,462.50
Terracon	Goods	\$8,475.00
TretoConstruction	Projects	\$108,582.07
TTaylor	Refund	\$28.42
VCC Llc	Refund	\$25.69
VColes	Refund	\$844.78
VentureTech/ISC	Services	\$197,526.35

Verizon	Services	\$218.65
Viewpoint	Services	\$2,700.00
VisionServicePlan	Services	\$1,363.80
WardwellWater&Sewer	Services	\$14.00
WesternWaterConsult	Services	\$2,291.50
WMccoy	Refund	\$6.40
WMNA/Gamestop	Refund	\$32.88
WolfGangOfWY	Services	\$3,833.33
WorthingtonLenhart&Carpenter	Services	\$18,317.25
WrightBrothers	Projects	\$64,875.74
WyAssocH&Redev	Seminar	\$375.00
WyDeptEmployment	Services	\$11.32
WyDeptRevenue	Taxes	\$18,668.64
WyDEQ	Services	\$8,800.00
WYDOT	Services	\$97,874.35
		\$2,208,884.80

Moved by Councilman Mundell, seconded by Councilman Cathey, to, by minute action: establish May 5, 2015, as the public hearing date for the consideration of petition to vacate and replat all of Sunrise Hills No. 3, with portions of Sunrise Hills No. 9, Sunrise Hills Addition No. 12, Garden Creek Hills Patio Homes No. 1, and Tract A, and Harmony Hills No. 1, to create Harmony Hills Addition No. 2 and rezoning of said property from PUD (Planned Unit Development) and C-2 (General Business) to R-2 (One Unit Residential) and PUD (Planned Unit Development). Motion passed.

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

ORDINANCE NO. 4-15  
AN ORDINANCE AMENDING CERTAIN SECTIONS  
OF TITLE 17 OF THE CASPER MUNICIPAL CODE  
PERTAINING TO FLOODPLAIN MANAGEMENT  
STANDARDS.

Councilman Hopkins presented the foregoing ordinance for adoption, on second reading, by consent agenda. Seconded by Councilman Johnson. Councilmen Sandoval voted nay. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 15-86  
A RESOLUTION AUTHORIZING A CONTRACT WITH  
PORTER, MUIRHEAD, CORNIA AND HOWARD FOR  
INDEPENDENT AUDIT SERVICES FOR FISCAL  
YEARS 2015, 2016 AND 2017.

RESOLUTION NO. 15-87  
A RESOLUTION AUTHORIZING THE MAYOR TO  
SIGN THE STATE SMALL BUSINESS CREDIT

INITIATIVE/LARAMIE CONSORTIUM OF  
PARTICIPATING MUNICIPALITIES MARCH 31, 2015  
CERTIFICATION ON USE -OF -ALLOCATED FUNDS.

RESOLUTION NO. 15-88

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, "P&L SIMPLE SUBDIVISION" A VACATION AND REPLAT OF TRACT 52 AND A PORTION OF THE PROPOSED HIGHWAY LOCATION DOWLER NO. 3 SUBDIVISION; CONSISTING OF A PORTION OF THE W1/2NW1/4 OF SECTION 24, T.33N, R.80W., 6TH P.M., NATRONA COUNTY, WYOMING.

RESOLUTION NO. 15-89

A RESOLUTION AUTHORIZING A UTILITY SERVICE/REPAIR PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A NEW SANITARY SEWER FORCE MAIN AS PART OF THE FORT CASPAR UNDERPASS.

RESOLUTION NO. 15-90

A RESOLUTION AUTHORIZING A UTILITY SERVICE/REPAIR PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A NEW PATHWAY UNDERPASS AS PART OF THE FORT CASPAR UNDERPASS.

RESOLUTION NO. 15-91

A RESOLUTION AUTHORIZING A UTILITY SERVICE/REPAIR PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A NEW IRRIGATION MAIN LINE DISTRIBUTION LINE FOR PATTERSON-ZONTA PARK AS PART OF THE FORT CASPAR UNDERPASS.

RESOLUTION NO. 15-92

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION FOR THE ST. MARY STORM SEWER 102-INCH OUTFALL REPAIR IN RIVERVIEW PARK.

RESOLUTION NO. 15-93

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH TERRACON CONSULTANTS, INC., FOR PREPARING THE CITY OF CASPER'S TRANSFER STATION PERMIT RENEWAL APPLICATION.

RESOLUTION NO. 15-94

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC., FOR THE CLOSED BALEFILL POST CLOSURE ENVIRONMENTAL MONITORING AND REPORTING.

RESOLUTION NO. 15-95

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC., FOR ENVIRONMENTAL MONITORING AND REPORTING, FOR THE CASPER REGIONAL LANDFILL.

RESOLUTION NO. 15-96

A RESOLUTION ACCEPTING AN EASEMENT FROM CASPER INVESTMENT, LLC, FOR INSTALLATION OF A WATER MAIN ACROSS PRIVATE PROPERTY.

RESOLUTION NO. 15-97

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE CASPER FAMILY YMCA SITE IMPROVEMENTS PROJECT.

RESOLUTION NO. 15-98

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH TERRACON, INC., FOR AIR EMISSIONS MONITORING AND REPORTING, FOR THE CASPER REGIONAL SOLID WASTE FACILITY, AND STORMWATER MANAGEMENT SERVICES FOR THE CASPER REGIONAL SOLID WASTE FACILITY AND CASPER SERVICE CENTER.

RESOLUTION NO. 15-99

A RESOLUTION RESCINDING RESOLUTION NO. 12-134, AND ESTABLISHING FEES FOR USE OF THE FORT CASPAR MUSEUM AND GROUNDS.

RESOLUTION NO. 15-100

A RESOLUTION AUTHORIZING A CONTRACT FOR THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND THE SANBORN MAP COMPANY, INC. (SANBORN) TO COMPLETE AN AERIAL IMAGING STUDY OF THE CASPER METROPOLITAN AREA.

RESOLUTION NO. 15-101  
A RESOLUTION APPROVING A SETTLEMENT  
AGREEMENT BETWEEN THE CITY OF CASPER  
(CITY), CR CONCRETE & EXCAVATION, INC. (CRC)  
AND NORTHWEST LININGS & GEOTEXTILE  
PRODUCTS, INC. (NWL).

Councilman Johnson presented the foregoing sixteen (16) resolutions for adoption. Seconded by Councilman Sandoval. Councilman Hedquist abstained from voting on Resolution No. 15-93, 15-97 and 15-98. Councilman Hedquist also voted nay on Resolution No. 15-101. Motion passed.

Moved by Councilman Cathey, seconded by Councilman Hopkins, to, by consent minute action, authorize the issuance of a Taxicab Company License to Thomas Elliott, d.b.a. Casper Cabs, located at 1147 East "C" Street; and issuance of a Taxicab Company License to Adesta Spier, d.b.a. Turbo Taxi, located at 3524 Gila Bend Road. Motion passed.

Individuals addressing the Council were: Adam Amick, 1121 West 22<sup>nd</sup> Street, regarding intellectual property of clips within the WYOCITY video; Ken Ball, 4521 East 21<sup>st</sup> Street, regarding the Hogadon reservoir membrane project and about use of intellectual property; Paul Paad, 2781 Cherokee Lane, regarding accountability of the City in hiring contractors; Jeff Porambo, 3298 Salt Creek Highway, regarding copyright issues with the WYOCITY brand; Pat Sweeney, 123 West "E" Street, regarding the floodplain management standards, sewer projects and rate increases, and the WYOCITY brand; and Woody Giles, 290 East Magnolia, regarding equal pay and economic diversification.

Mayor Powell noted the next meetings of the City Council will be work sessions to be held at 7:00 a.m., Friday, April 24, 2015, and at 4:30 p.m., Tuesday, April 28, 2015, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, May 5, 2015, in the Council Chambers.

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

The meeting was adjourned at 7:27 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

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

15-03-508 POSTAGE

\$121.60

**\$121.60** Subtotal for Dept. City Attorney

15-03-514 POSTAGE

\$19.04

**\$19.04** Subtotal for Dept. Fort Caspar

15-03-515 POSTAGE

\$260.14

**\$260.14** Subtotal for Dept. Ice Arena

**\$400.78** Subtotal for Vendor

## AAKER SIGNS & DESIGNS

15-3128 REINSTALL VINYL GRAPHICS

\$482.95

**\$482.95** Subtotal for Dept. Police Dept

**\$482.95** Subtotal for Vendor

## ALLIANCE ELECTRIC LLC.

4768 PV POOL LIGHTING REPLACEMENT 1

\$20,000.00

**\$20,000.00** Subtotal for Dept. Aquatics

**\$20,000.00** Subtotal for Vendor

## ANTHONY STEDILIE

RIN0025221 TRAVEL REIMBURSEMENT

\$30.12

**\$30.12** Subtotal for Dept. Police

**\$30.12** Subtotal for Vendor

## ARCADIS U.S., INC.

0710353 ENGINEERING SERVICES FOR WWTP

\$3,952.50

**\$3,952.50** Subtotal for Dept. Waste Water

**\$3,952.50** Subtotal for Vendor

## ARTHUR G. RANDALL

0115448 CAMP MARSHALL COPPEROPOLIS

\$96.35

**\$96.35** Subtotal for Dept. Fort Caspar

**\$96.35** Subtotal for Vendor

## ATLANTIC ELECTRIC, INC.

5739 ELECTRICAL WORK FOR METER SERV

\$1,382.73

**\$1,382.73** Subtotal for Dept. Finance

5739 ELECTRICAL WORK FOR METER SERV

\$380.00

**\$380.00** Subtotal for Dept. Water

**\$1,762.73** Subtotal for Vendor

## BENTZ'S TOWN PUMP

RIN0025244 MARCH 2015 FUEL

\$7.25

**\$7.25** Subtotal for Dept. Garage

**\$7.25** Subtotal for Vendor

## BEST WESTERN RAMKOTA HOTEL

261866C METH CONFERENCE

\$16,076.13

**\$16,076.13** Subtotal for Dept. Police Grants

**\$16,076.13** Subtotal for Vendor

## CARPET ONE COMMERCIAL FLOORING

CG505469 LSC BLDG K FLOORING

\$17,000.00

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

**\$17,000.00** Subtotal for Dept. CDBG  
**\$17,000.00** Subtotal for Vendor

## CASPER AREA TRANSPORTATION COALITION

2015-304 MAR 15 CITY SIDE BUS EXPENSES \$43,972.00  
2015-305 MARCH 15 CATC 1% EXPENSES \$2,271.00  
2015-306 MARCH 15 THE BUS 1% EXPENSES \$14,941.00  
2015-301 MARCH 15 FTA CATC EXPENSES \$42,125.00  
2015-302 MARCH 2015 FTA BUS EXPENSES \$54,744.00  
2015-303 MAR 15 CITY SIDE CATC EXPENSES \$27,145.00

**\$185,198.00** Subtotal for Dept. C.A.T.C.

RIN0025247 CATC TRIP TICKETS - FINAL DRAW \$1,560.00  
RIN0025248 CATC TRIP TOKENS- FINAL DRAW \$12,100.00

**\$13,660.00** Subtotal for Dept. CDBG  
**\$198,858.00** Subtotal for Vendor

## CASPER ELECTRIC, INC.

44798 CASPER SERVICE CENTER GENERATO \$676.00

**\$676.00** Subtotal for Dept. Garage  
**\$676.00** Subtotal for Vendor

## CASPER RADIO GROUP

1396 ADVERTISING \$490.00

**\$490.00** Subtotal for Dept. Aquatics

1394 ADVERTISING \$1,120.00

**\$1,120.00** Subtotal for Dept. Golf Course

**\$1,610.00** Subtotal for Vendor

## CENTRAL PAINT & BODY

30580 REPAIRS \$934.20

**\$934.20** Subtotal for Dept. Property & Liability Insurance

**\$934.20** Subtotal for Vendor

## CHAMPION WINDOWS OF FORT COLLINS, LLC

32268C-13083 REPAIRS \$6,957.00

32268C-13082 REPAIRS \$5,488.00

**\$12,445.00** Subtotal for Dept. CDBG

**\$12,445.00** Subtotal for Vendor

## CHARLES MCMAHON

RIN0025222 REFUND \$52.61

**\$52.61** Subtotal for Dept. General Fund

**\$52.61** Subtotal for Vendor

## CHRISSE EYDE

RIN0025219 REFUND \$765.00

**\$765.00** Subtotal for Dept. Recreation

**\$765.00** Subtotal for Vendor

## CIGNA HEALTH & LIFE INSURANCE COMPANY

1816483 MAY 2015 ADMIN. FEES \$11,991.78

**\$11,991.78** Subtotal for Dept. Health Insurance

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

**\$11,991.78** Subtotal for Vendor

## CJ'S SOUND

08965 METH CONFERENCE

\$800.00

**\$800.00** Subtotal for Dept. Police Grants

**\$800.00** Subtotal for Vendor

## CLERK OF CIRCUIT COURT

RIN0025228 GARNISHMENT

\$706.77

**\$706.77** Subtotal for Dept. General Fund

RIN0025228 GARNISHMENT

\$279.41

**\$279.41** Subtotal for Dept. Water Treatment Plant

**\$986.18** Subtotal for Vendor

## CMI TECO, INC.

0000022 NEW MACK, LEU613 TRUCK, LESS

\$149,144.00

**\$149,144.00** Subtotal for Dept. Refuse Collection

0000023 NEW MACK GU813 TRUCK LESS TRAD

\$171,734.00

**\$171,734.00** Subtotal for Dept. Streets

**\$320,878.00** Subtotal for Vendor

## CNIC HEALTH SOLUTIONS, INC.

RIN0025227 HEALTHY DIRECTIONS-MARCH 2015

\$75.70

**\$75.70** Subtotal for Dept. Health Insurance

**\$75.70** Subtotal for Vendor

## COBAN TECH. INC.

9826 CABLE KITS FOR FLEET

\$743.00

**\$743.00** Subtotal for Dept. Police Dept

**\$743.00** Subtotal for Vendor

## COMMUNICATION TECHNOLOGIES, INC.

73381 REPAIRS

\$98.00

**\$98.00** Subtotal for Dept. Communications Center

72974 REPAIRS

\$49.00

72967 REPAIRS

\$147.00

**\$196.00** Subtotal for Dept. Police

72842 INGITION RELAYS FOR NEW FLEET

\$357.00

**\$357.00** Subtotal for Dept. Police Dept

72839 RADIOS

\$13,390.00

**\$13,390.00** Subtotal for Dept. Traffic

**\$14,041.00** Subtotal for Vendor

## CR CONCRETE & EXCAVATION

RIN0025208 RESERVOIR PRJ # 13-12

\$29,737.67

**\$29,737.67** Subtotal for Dept. Capital Projects

RIN0025208 RESERVOIR PRJ # 13-12

\$3,346.62

**\$3,346.62** Subtotal for Dept. Hogadon

RIN0025209 RESERVOIR PRJ # 13-12

\$1,250.00

**\$1,250.00** Subtotal for Dept. Hogadon

RIN0025210 RESERVOIR PRJ # 13-12

\$8,222.50

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

RIN0025210 RESERVOIR PRJ # 13-12

**\$8,222.50** Subtotal for Dept. Capital Projects  
\$37,560.21  
**\$37,560.21** Subtotal for Dept. Hogadon  
**\$80,117.00** Subtotal for Vendor

## CRIME SCENE INFORMATION

157-12-038 CRIME STOPPERS PHONE LINE

\$86.25  
**\$86.25** Subtotal for Dept. Police  
**\$86.25** Subtotal for Vendor

## CURB APPEAL PAINTING LLC

39 857 S JACKSON-PAINT E.R.

\$15,300.00  
**\$15,300.00** Subtotal for Dept. CDBG  
**\$15,300.00** Subtotal for Vendor

## CURETON, JEROD

0024188083 REFUND

\$5.99  
**\$5.99** Subtotal for Dept. Water  
**\$5.99** Subtotal for Vendor

## DANIEL BUSCH

RIN0025261 TRAVEL REIMBURSEMENT

\$227.55  
**\$227.55** Subtotal for Dept. Fire  
**\$227.55** Subtotal for Vendor

## DAVIDSON FIXED INCOME MGMT.

CM5918 FIXED INCOME MANAGEMENT FEES

\$6,715.25  
**\$6,715.25** Subtotal for Dept. Finance  
**\$6,715.25** Subtotal for Vendor

## DELL MARKETING LP

XJKFNTXX3 TECHNOLOGIES

\$338.35  
**\$338.35** Subtotal for Dept. Traffic  
**\$338.35** Subtotal for Vendor

## DELTA DENTAL PLAN OF WY.

RIN0025225 MAY 2015 - EMPLOYEE ADMIN FEES

\$1,498.25  
**\$1,498.25** Subtotal for Dept. Health Insurance  
**\$1,498.25** Subtotal for Vendor

## DOUBLE D WELDING & FABRICATION INC.

3210 REPAIRS

\$615.00  
**\$615.00** Subtotal for Dept. Garage  
**\$615.00** Subtotal for Vendor

## DOWL HKM

5138.26517.01-1 TRAFFIC IMPACT STUDY

\$3,000.00  
**\$3,000.00** Subtotal for Dept. Engineering  
**\$3,000.00** Subtotal for Vendor

## DOWNEY DRILLING INC

RIN0025194 RETAINAGE 12-29

\$14,950.00  
**\$14,950.00** Subtotal for Dept. Capital Projects

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

**\$14,950.00** Subtotal for Vendor

## DUNN, ROBERT/MESHA

0024188086 REFUND

\$58.12

**\$58.12** Subtotal for Dept. Water

**\$58.12** Subtotal for Vendor

## DUSTIN PARKS

RIN0025220 REFUND

\$20.12

**\$20.12** Subtotal for Dept. Water

**\$20.12** Subtotal for Vendor

## ENNIS PAINT, INC.

282961 PAINT

\$26,275.87

**\$26,275.87** Subtotal for Dept. Traffic

**\$26,275.87** Subtotal for Vendor

## ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

3227 COUNTRY CLUB RD-WY BLVD TO ARD

\$10,179.07

**\$10,179.07** Subtotal for Dept. Streets

**\$10,179.07** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI1050843 DISCOUNT SERVICE CHARGE

\$17.44

**\$17.44** Subtotal for Dept. Fort Caspar

**\$17.44** Subtotal for Vendor

## FIRST INTERSTATE BANK

RIN0025223 SERVICE CHARGES

\$813.44

**\$813.44** Subtotal for Dept. Finance

**\$813.44** Subtotal for Vendor

## FIRST INTERSTATE BANK - PETTY CASH

RIN0025192 PETTY CASH

\$75.40

**\$75.40** Subtotal for Dept. Ice Arena

RIN0025232 PETTY CASH - OUTDOOR POOLS

\$700.00

**\$700.00** Subtotal for Dept. Aquatics

RIN0025243 PETTY CASH

\$4.05

RIN0025243 PETTY CASH

\$4.99

RIN0025243 PETTY CASH

\$5.65

RIN0025243 PETTY CASH

\$8.37

RIN0025243 PETTY CASH

\$12.72

RIN0025243 PETTY CASH

\$7.95

RIN0025243 PETTY CASH

\$8.37

RIN0025243 PETTY CASH

\$14.75

**\$66.85** Subtotal for Dept. Fort Caspar

RIN0025243 PETTY CASH

\$60.00

**\$60.00** Subtotal for Dept. General Fund

**\$902.25** Subtotal for Vendor

## FISCHER BODY SHOP CORP.

22639 REPAIRS

\$430.00

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

22641 REPAIRS

**\$430.00** Subtotal for Dept. Parks  
\$3,692.12  
**\$3,692.12** Subtotal for Dept. Property & Liability Insurance  
**\$4,122.12** Subtotal for Vendor

## FOOD SVCS OF AMERICA

4866704 CONCESSION SUPPLIES  
4866704 CONCESSION SUPPLIES  
4866704 CONCESSION SUPPLIES  
4869948 CONCESSION SUPPLIES  
4869948 CONCESSION SUPPLIES  
4869948 CONCESSION SUPPLIES

\$342.28  
\$522.18  
\$41.42  
\$117.75  
\$1,581.95  
\$14.95  
**\$2,620.53** Subtotal for Dept. Casper Events Center  
**\$2,620.53** Subtotal for Vendor

## FORT CASPAR MUSEUM ASSOCIATION

0025164 REPRODUCTION WADE INSULATORS

\$909.60  
**\$909.60** Subtotal for Dept. Fort Caspar  
**\$909.60** Subtotal for Vendor

## FULL CONTACT CONCRETE, LLC

000431 CONCRETE WORK  
000432 CONCRETE WORK  
000431B CONCRETE WORK  
000460 CONCRETE WORK  
000432B CONCRETE WORK

\$1,365.00  
\$591.08  
\$7,735.00  
\$1,900.00  
\$3,349.48  
**\$14,940.56** Subtotal for Dept. CDBG  
**\$14,940.56** Subtotal for Vendor

## GADES SALES CO., INC.

0065993-IN MONITORS

\$9,274.50  
**\$9,274.50** Subtotal for Dept. Traffic  
**\$9,274.50** Subtotal for Vendor

## GILSTRAP, JARED

0024188087 REFUND

\$49.47  
**\$49.47** Subtotal for Dept. Water  
**\$49.47** Subtotal for Vendor

## GOLDER ASSOCIATES

411934 CRL ENVIRONMENTAL MONITORING A  
411935 BALEFILL POST CLOSURE MON/REPO  
412317 LANDFILL GAS COLLECTION & CONT

\$3,996.31  
\$441.00  
\$7,002.03  
**\$11,439.34** Subtotal for Dept. Balefill  
**\$11,439.34** Subtotal for Vendor

## GRANICUS, INC.

63836 MAY MANAGED SERVICE

\$725.00  
**\$725.00** Subtotal for Dept. Information Services  
**\$725.00** Subtotal for Vendor

## GREGORY YONEDA

RIN0025207 TRAVEL REIMBURSEMENT

\$280.42

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

**\$280.42** Subtotal for Dept. Information Services  
**\$280.42** Subtotal for Vendor

## HDR ENGINEERING, INC.

00439749-H STUDIES, ETC RE: WATER RIGHTS

\$3,576.68  
**\$3,576.68** Subtotal for Dept. Water  
**\$3,576.68** Subtotal for Vendor

## HEPNER, DEREK

0024188088 REFUND

\$8.88  
**\$8.88** Subtotal for Dept. Water  
**\$8.88** Subtotal for Vendor

## HEWLETT PACKARD

55649472 TECHNOLOGIES

\$190.00  
**\$190.00** Subtotal for Dept. City Attorney

55512807 MONITOR

\$190.00  
**\$190.00** Subtotal for Dept. Code Enforcement

55737785 LAPTOP-DARE

\$968.28

55626226 DOCKING STATION

\$149.00

55711949 DOCKING STN-DARE

\$149.00

**\$1,266.28** Subtotal for Dept. Fire

55368076 MONITOR

\$125.00

**\$125.00** Subtotal for Dept. Ice Arena

55653210 LAPTOPS X 10

\$9,682.80  
**\$9,682.80** Subtotal for Dept. Police  
**\$11,454.08** Subtotal for Vendor

## HEWLETT PACKARD COMPANY

55653211 LAPTOP

\$968.28  
**\$968.28** Subtotal for Dept. Fire  
**\$968.28** Subtotal for Vendor

## HILEMAN, REGINA/BROCK

0024140267 REFUND

\$28.39  
**\$28.39** Subtotal for Dept. Water  
**\$28.39** Subtotal for Vendor

## HOEFER, TILLIE

0024140260 REFUND

\$58.63  
**\$58.63** Subtotal for Dept. Water  
**\$58.63** Subtotal for Vendor

## HOMAX OIL SALES, INC.

0285511-IN FUEL

\$22,191.64

0284476-IN GEAR OIL 90 WT

\$480.20

0285513-IN FUEL

\$9,907.80

0285513-IN FUEL

\$199.75

**\$32,779.39** Subtotal for Dept. Garage  
**\$32,779.39** Subtotal for Vendor

## HOOVER,JAMES/MARTIN,AMBER

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

0024140269 REFUND

\$51.22

**\$51.22** Subtotal for Dept. Water

**\$51.22** Subtotal for Vendor

## HOWARD, MICHAEL

0024188091 REFUND

\$25.74

**\$25.74** Subtotal for Dept. Water

**\$25.74** Subtotal for Vendor

## HUNTER INDUSTRIAL CORPORATION

RIN0025234 BLACK DIAMOND LUBE

\$444.30

**\$444.30** Subtotal for Dept. Hogadon

**\$444.30** Subtotal for Vendor

## JAMES PIKE

RIN0025181 WORKBOOT REIMBURSEMENT

\$56.70

**\$56.70** Subtotal for Dept. Waste Water

**\$56.70** Subtotal for Vendor

## JASON KNOPP

RIN0025249 TRAVEL REIMBURSEMENT

\$758.17

**\$758.17** Subtotal for Dept. Engineering

**\$758.17** Subtotal for Vendor

## JIM GERHART

RIN0025206 CLOTHING REIMBURSEMENT

\$100.00

**\$100.00** Subtotal for Dept. Weed And Pest

**\$100.00** Subtotal for Vendor

## KATHRYN WELLS, MD

RIN0025242 METH CONF SPEAKER COSTS

\$2,288.08

**\$2,288.08** Subtotal for Dept. Police Grants

**\$2,288.08** Subtotal for Vendor

## KCWY-TV

170072 ADVERTISING

\$207.00

170261 ADVERTISING

\$300.00

170072 ADVERTISING

\$1,000.00

**\$1,507.00** Subtotal for Dept. Aquatics

**\$1,507.00** Subtotal for Vendor

## KNIFE RIVER/JTL

RIN0025193 RETAINAGE 14-23

(\$11,260.56)

**(\$11,260.56)** Subtotal for Dept. Capital Projects

111921 REPAIR SUPPLIES

\$41.71

**\$41.71** Subtotal for Dept. Parks

113614 REPAIR SUPPLIES

\$519.04

113414 REPAIR SUPPLIES

\$256.00

113157 REPAIR SUPPLIES

\$261.76

113675 REPAIR SUPPLIES

\$159.21

113537 REPAIR SUPPLIES

\$776.32

113711 REPAIR SUPPLIES

\$442.20

RIN0025193 COUNTRY CLUB ROAD/WY BLVD -

\$112,605.64

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

**\$115,020.17** Subtotal for Dept. Streets

**\$103,801.32** Subtotal for Vendor

## LABOR READY CENTRAL, INC.

19525855 LABOR

\$120.62

19525854 LABOR

\$510.84

**\$631.46** Subtotal for Dept. Casper Events Center

**\$631.46** Subtotal for Vendor

## LEACH, MIKE

0024140261 REFUND

\$122.18

0024140261 REFUND

\$100.00

0024140261 REFUND

\$50.00

0024140261 REFUND

\$100.00

0024140261 REFUND

\$100.00

**\$472.18** Subtotal for Dept. Water

**\$472.18** Subtotal for Vendor

## MANPOWER, INC.

28501628 LABOR

\$165.12

**\$165.12** Subtotal for Dept. Casper Events Center

**\$165.12** Subtotal for Vendor

## MCBEATH, TABITHA

0024140271 REFUND

\$39.86

**\$39.86** Subtotal for Dept. Water

**\$39.86** Subtotal for Vendor

## MCCURDY, CODY

0024140268 REFUND

\$6.92

**\$6.92** Subtotal for Dept. Water

**\$6.92** Subtotal for Vendor

## MCMURRY READY MIX CO.

219797 CONCRETE

\$232.00

219849 CONCRETE

\$232.00

219848 CONCRETE

\$464.00

219798 CONCRETE

\$464.00

**\$1,392.00** Subtotal for Dept. Parks

219799 CONCRETE

\$406.00

219850 CONCRETE

\$127.00

219851 CONCRETE

\$254.00

219852 CONCRETE

\$174.00

**\$961.00** Subtotal for Dept. Streets

219885 CONCRETE

\$116.00

219853 CONCRETE

\$107.00

**\$223.00** Subtotal for Dept. Water

**\$2,576.00** Subtotal for Vendor

## MICHELLE BAHE

0025224 TRAVEL REIMBURSEMENT

\$63.00

**\$63.00** Subtotal for Dept. Fort Caspar

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

**\$63.00** Subtotal for Vendor

## MILLS POLICE DEPT.

RIN0025237 SHARE OF SEIZURE 2014-0240

\$494.00

**\$494.00** Subtotal for Dept. Police Grants

**\$494.00** Subtotal for Vendor

## MODERN ELECTRIC CORP.

108687 LSC ELECTRIC WORK BLDGS E,F

\$7,056.00

**\$7,056.00** Subtotal for Dept. CDBG

**\$7,056.00** Subtotal for Vendor

## MOORE, MARY B.

0024188090 REFUND

\$57.14

**\$57.14** Subtotal for Dept. Water

**\$57.14** Subtotal for Vendor

## MOTOROLA SOLUTIONS

78297283 MONTHLY MAINT AGREE

\$5,029.97

**\$5,029.97** Subtotal for Dept. Communications Center

**\$5,029.97** Subtotal for Vendor

## MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

9766 ETHERNET ACCESS

\$1,015.00

**\$1,015.00** Subtotal for Dept. Police

**\$1,015.00** Subtotal for Vendor

## NATL ALLIANCE FOR DRUG ENDANGERED CHILDREN

EN2001 METH CONF SPEAKERS FEES

\$3,099.48

**\$3,099.48** Subtotal for Dept. Police Grants

**\$3,099.48** Subtotal for Vendor

## NATRONA COUNTY - SHERIFFS' OFFICE

1332 JUVENILE PRISONER CARE MARCH

1355 ADULT PRISONER CARE JAN 14

\$7,500.00

\$114,558.00

**\$122,058.00** Subtotal for Dept. Police

RIN0025238 SHARE OF SEIZURE 2014-0240

\$494.00

**\$494.00** Subtotal for Dept. Police Grants

**\$122,552.00** Subtotal for Vendor

## NATRONA COUNTY CLERK

RIN0025217 RECORDING

\$45.00

**\$45.00** Subtotal for Dept. Engineering

RIN0025217 RECORDING

\$57.00

**\$57.00** Subtotal for Dept. Planning

**\$102.00** Subtotal for Vendor

## NELSON ENGINEERING

12-49-F FT CASPAR UNDERPASS PR

\$31.70

**\$31.70** Subtotal for Dept. Capital Projects

**\$31.70** Subtotal for Vendor

## NEVE'S UNIFORMS, INC.

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

NE37236 UNIFORMS	\$19.94	
NE37237 UNIFORMS	\$19.94	
NE37077 UNIFORMS	\$151.85	
NE37002 UNIFORMS	\$109.90	
NE37318 UNIFORMS	\$25.95	
NE37082 UNIFORMS	\$19.94	
NE37076 UNIFORMS	\$271.75	
NE37092 UNIFORMS	\$129.90	
NE37019 UNIFORMS	\$119.90	
NE37178 UNIFORMS	\$230.80	
NE37286 UNIFORMS	\$179.70	
NE37180 UNIFORMS	\$286.65	
NE37179 UNIFORMS	\$54.95	
NE37093 UNIFORMS	\$194.85	
LN-312565 UNIFORMS	\$799.00	
NE37089 UNIFORMS	\$29.89	
NE37217 UNIFORMS	\$9.99	
NE37069 UNIFORMS	\$64.95	
NE37078 UNIFORMS	\$266.75	
	<b>\$2,986.60</b>	Subtotal for Dept. Police
	<b>\$2,986.60</b>	Subtotal for Vendor

## NORDIC SOUND INCORPORATED

140229 CASPER CITY COUNCIL CHAMBERS	\$50,750.00	
140230 MICROPHONE RECEIVER, CHARGER	\$1,641.00	
	<b>\$52,391.00</b>	Subtotal for Dept. Council
	<b>\$52,391.00</b>	Subtotal for Vendor

## NORTH PARK TRANSPORATION

08735619 CRATE FRAMED PHOTOGRAPHS	\$79.95	
	<b>\$79.95</b>	Subtotal for Dept. Fort Caspar
08737726 FREIGHT TO SHIP ENGINE/REBUILD	\$802.48	
	<b>\$802.48</b>	Subtotal for Dept. Garage
	<b>\$882.43</b>	Subtotal for Vendor

## OLSON AUTOBODY & COLLISION CENTER

4292 REPAIRS	\$670.04	
4223 REPAIRS	\$1,687.90	
4235 REPAIRS	\$2,348.02	
4273 REPAIRS	\$3,467.15	
	<b>\$8,173.11</b>	Subtotal for Dept. Property & Liability Insurance
	<b>\$8,173.11</b>	Subtotal for Vendor

## ONE CALL OF WY.

37823 MAR15 LOCATE TICKETS	\$253.46	
	<b>\$253.46</b>	Subtotal for Dept. Sewer
37823 MAR15 LOCATE TICKETS	\$309.79	
	<b>\$309.79</b>	Subtotal for Dept. Water
	<b>\$563.25</b>	Subtotal for Vendor

## OSBURN, RICKY

0024140263 REFUND	\$47.26	
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# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

**\$47.26** Subtotal for Dept. Water

**\$47.26** Subtotal for Vendor

## PACIOLAN, INC.

INV100268-PA MARCH 2015 EVENUE BILLING

\$2,489.95

**\$2,489.95** Subtotal for Dept. Casper Events Center

**\$2,489.95** Subtotal for Vendor

## P-CARD VENDORS

00027272 SPRINT AQUATICS - Purchase	\$50.00	
00027193 NORCO INC - Purchase	\$28.00	
00026979 BAILEYS ACE HARDWARE - Purchas	\$24.96	
00027272 SPRINT AQUATICS - Purchase	\$749.65	
	<b>\$852.61</b>	Subtotal for Dept. Aquatics
00026932 SAMS CLUB #6425 - Purchase	\$28.05	
00026702 SAMSCLUB #6425 - Purchase	\$15.75	
00026703 WW GRAINGER - Purchase	\$160.38	
00026973 WYOMING MACHINERY CO - Purchas	\$20.50	
00026930 AIRGAS CENTRAL - Purchase	\$256.32	
00026830 WYOMING MACHINERY CO - Purchas	\$4,341.60	
00026813 HOSE & RUBBER SUPPLY - Purchas	\$30.87	
00026965 IN RECYKLING INDUSTRI - Purch	\$13,461.28	
00027003 QUALITY OFFICE SOLUTIO - Purch	\$5.44	
00026957 IN RECYKLING INDUSTRI - Purch	\$11,912.84	
00026830 WYOMING MACHINERY CO - Purchas	\$4,353.60	
00026935 TERMINIX - Purchase	\$40.00	
	<b>\$34,626.63</b>	Subtotal for Dept. Balefill
00027130 BLOEDORN LUMBER CASPER - Purch	\$39.61	
00026976 CASPER WINNELSON CO - Purchase	\$17.41	
00026939 LONG BLDG. TECHNOLOGIE - Purch	\$517.50	
00027100 SQ ATLANTIC ELECTRIC, - Purch	\$412.50	
00027354 ALSIDE SUPPLY #196 - Purchase	\$4.43	
00027065 BLOEDORN LUMBER CASPER - Purch	\$57.97	
00027308 BLOEDORN LUMBER CASPER - Purch	\$9.12	
00027309 BAILEYS ACE HARDWARE - Purchas	\$0.72	
00026826 CASPER WINNELSON CO - Purchase	\$12.84	
00027255 OVERHEAD DOOR COMPANY - Purcha	\$22.02	
00027236 CASPER WINNELSON CO - Purchase	\$179.04	
00026853 DENNIS SUPPLY COMPANY - Purcha	\$17.62	
00027274 GEORGE T SANDERS 20 - Purchase	\$164.18	
00027323 CASPER WINNELSON CO - Purchase	\$148.92	
00027217 THE HOME DEPOT 6001 - Purchase	\$4.78	
00027396 HUB FLOOR COVERING INC - Purch	\$211.20	
00027185 CASPER WINNELSON CO - Purchase	\$35.89	
00027376 NORCO INC - Purchase	\$10.06	
00027178 CASPER WINNELSON CO - Purchase	\$50.43	
00027368 BLOEDORN LUMBER CASPER - Purch	\$15.28	
00027172 BLOEDORN LUMBER CASPER - Purch	\$187.32	
00027069 HERCULES INDUSTRIES CA - Purch	\$15.83	
00027311 NORCO INC - Purchase	\$633.17	
00027092 BLOEDORN LUMBER CASPER - Purch	\$57.34	

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

00027117	BLOEDORN LUMBER CASPER - Purch	\$126.11		
00027162	CRESCENT ELECTRIC 103 - Purcha	\$31.38		
00027112	BLOEDORN LUMBER CASPER - Purch	\$4.40		
00027107	RMI WYOMING INC - Purchase	\$100.10		
00027040	HERCULES INDUSTRIES - Credit	(\$6.95)		
00027050	BAILEYS ACE HARDWARE - Purchas	\$8.99		
00027056	NORCO INC - Credit	(\$77.83)		
00027296	BLOEDORN LUMBER CASPER - Purch	\$3.99		
00027027	CASPER WINNELSON CO - Purchase	\$35.27		
00026936	CASPER WINNELSON CO - Purchase	\$91.85		
00027024	HD SUPPLY UTILITIES, L - Purch	\$11.83		
00027164	CRUM ELECTRIC SUPPLY C - Purch	\$157.50		
00026662	HERCULES INDUSTRIES CA - Purch	\$30.97		
00026512	HD SUPPLY UTILITIES, L - Purch	\$13.65		
00027006	HERCULES INDUSTRIES CA - Purch	\$6.08		
00027002	CASPER WINAIR SUPPLY C - Purch	\$75.62		
00027089	WOODWORKERS SUPPLY, IN - Purch	\$6.94		
00027057	DIAMOND VOGEL PAINT #7 - Purch	\$65.75		
		<b>\$3,510.83</b>	Subtotal for Dept.	Buildings And Grounds
00026759	Local Match	\$223.85		
00026759	CASPER STAR TRIBUNE - Purchase	\$223.85		
		<b>\$447.70</b>	Subtotal for Dept.	C.A.T.C.
00026389	BESTWAY FIRESTONE - Purchase	\$4,163.69		
00026934	CPS DISTRIBUTORS INC C - Purch	\$1,692.42		
		<b>\$5,856.11</b>	Subtotal for Dept.	Capital Projects
00026624	MARDI GRAS OUTLET - Purchase	\$263.12		
00026914	CASPER STAR TRIBUNE - Purchase	\$1,169.18		
00025883	COLD FRONT DISTRIBUTIO - Purch	\$615.84		
00027251	WW GRAINGER - Purchase	\$5.50		
00026713	SAMS CLUB #6425 - Purchase	\$36.91		
00025635	COLD FRONT DISTRIBUTIO - Purch	\$275.28		
00025765	WM SUPERCENTER #3778 - Purchas	\$165.27		
00025872	WM SUPERCENTER #1617 - Purchas	\$38.72		
00026159	COLD FRONT DISTRIBUTIO - Purch	\$156.96		
00027017	WW GRAINGER - Credit	(\$5.50)		
00027072	FULLCOMPASS - Purchase	\$857.60		
00027239	CHARTER COMM - Purchase	\$140.20		
00026968	SURVEYMONKEY.COM - Purchase	\$204.00		
00026712	SAMSCLUB #6425 - Credit	(\$1.19)		
00027000	WYOMING OFFICE PRODUCT - Purch	\$52.64		
00026948	HEARTLAND PAPER COMPAN - Purch	\$20.62		
00026817	ALBERTSONS - Purchase	\$20.97		
00026835	ATLAS OFFICE PRODUCTS - Purcha	\$81.36		
00026732	WM SUPERCENTER #3778 - Purchas	\$43.47		
00026817	ALBERTSONS - Purchase	\$64.44		
00026809	AMAZON MKTPLACE PMTS - Purchas	\$503.86		
		<b>\$4,709.25</b>	Subtotal for Dept.	Casper Events Center
00027007	SAMS CLUB #6425 - Purchase	\$29.73		
		<b>\$29.73</b>	Subtotal for Dept.	Cemetery

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

00026871	WYOMING TRIAL LAWYERS - Purcha	\$465.00	
00026951	THOMSON WEST TCD - Purchase	\$57.00	
00026960	THOMSON WEST TCD - Purchase	\$84.00	
00026794	ATLAS OFFICE PRODUCTS - Purcha	\$52.10	
00026752	ATLAS OFFICE PRODUCTS - Purcha	\$35.05	
00026987	THOMSON WEST TCD - Purchase	\$1,069.11	
00027265	ATLAS OFFICE PRODUCTS - Purcha	\$43.68	
		<b>\$1,805.94</b>	Subtotal for Dept. City Attorney
00027294	BLOEDORN LUMBER CASPER - Purch	\$341.36	
00027289	BLOEDORN LUMBER CASPER - Purch	\$361.45	
00026997	WYOMING BUILDING SUPPL - Purch	\$999.53	
00027241	ATLAS OFFICE PRODUCTS - Purcha	\$59.28	
00026610	AMAZON MKTPLACE PMTS - Purchas	\$62.95	
00026630	AMAZON MKTPLACE PMTS - Purchas	\$18.81	
00027106	SQ ATLANTIC ELECTRIC, - Purch	\$875.56	
00026958	DIAMOND VOGEL PAINT #7 - Purch	\$46.18	
		<b>\$2,765.12</b>	Subtotal for Dept. City Manager
00027298	IN EXPRESS PRINTING C - Purch	\$298.00	
00027082	USPS 57155809430310940 - Purch	\$49.00	
00027077	VZWRLSS MY VZ VB P - Purchase	\$42.62	
		<b>\$389.62</b>	Subtotal for Dept. Code Enforcement
00027428	THE HOME DEPOT 6001 - Purchase	\$14.96	
00027091	IN POWDER RIVER SHRED - Purch	\$70.00	
00027273	CPU VENTURE TECH NETWO - Purch	\$238.00	
		<b>\$322.96</b>	Subtotal for Dept. Communications Center
00027077	VZWRLSS MY VZ VB P - Purchase	(\$6.77)	
00027013	CPU VENTURE TECH NETWO - Purch	\$538.00	
		<b>\$531.23</b>	Subtotal for Dept. Council
00027026	ATLAS OFFICE PRODUCTS - Purcha	\$13.36	
00026747	CRESCENT ELECTRIC 103 - Purcha	\$17.40	
00026824	ATLAS OFFICE PRODUCTS - Purcha	\$335.25	
00027011	GEORGE T SANDERS 20 - Purchase	\$31.98	
00026769	SOURCE OFFICE PRODUCTS - Purch	\$117.03	
00026874	WAL-MART #1617 - Purchase	\$71.82	
00027390	NMI NATIONWIDE/ALLIED - Purcha	\$50.00	
00026807	ATLAS OFFICE PRODUCTS - Purcha	\$12.18	
00026937	GEORGE T SANDERS 20 - Purchase	\$106.72	
00027077	VZWRLSS MY VZ VB P - Purchase	\$21.66	
00026767	VZWRLSS BILL PAY VB - Purchas	\$280.07	
00026721	GEORGE T SANDERS 20 - Purchase	\$110.84	
00026970	WATERWORKS INDUSTRIES - Purcha	\$687.00	
00027159	Amazon.com - Purchase	\$27.39	
00026823	IN POWDER RIVER SHRED - Purch	\$175.00	
		<b>\$2,057.70</b>	Subtotal for Dept. Finance
00026677	QUIZNOS #6751 - Purchase	\$9.74	
00026751	CHICK-FIL-A #834 - Purchase	\$5.91	
00026741	QUIZNOS #6751 - Purchase	\$10.82	
00026828	INTERNATIONAL TRANSACTION - Pu	\$31.56	
00026698	LODO'S BAR & GRILL WM - Purcha	\$17.70	

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

00026733	SALTGRASS-WESTMINSTER - Purcha	\$21.74		
00026718	ORIGINAL HMBRGR STNQ15 - Purch	\$6.72		
00026714	LODO'S BAR & GRILL WM - Purcha	\$23.38		
00026708	SALTGRASS-WESTMINSTER - Purcha	\$18.74		
00026920	TASK FORCE TIPS INC - Purchase	\$382.54		
00026686	ORIGINAL HMBRGR STNQ15 - Purch	\$6.72		
00026684	THE UPS STORE 2200 - Purchase	\$23.50		
00026682	QUIZNOS #6751 - Purchase	\$9.95		
00026755	CONOCO-MGM 6533 - Purchase	\$59.69		
00026679	LODO'S BAR & GRILL WM - Purcha	\$18.20		
00026777	DOUBLETREE DENVER N FB - Purch	\$15.03		
00026748	ORIGINAL HMBRGR STNQ15 - Purch	\$7.26		
00026656	DOUBLETREE DENVER N FB - Purch	\$19.65		
00026857	PUBLIC AGENCY TRAINING - Purch	\$885.00		
00026795	DOUBLETREE DENVER N FB - Purch	\$14.95		
00026753	CHICK-FIL-A #834 - Purchase	\$5.71		
00026894	DOUBLETREE DENVR NORTH - Purch	\$387.07		
00026860	DOUBLETREE DENVR NORTH - Purch	\$372.12		
00026763	CHICK-FIL-A #834 - Purchase	\$5.91		
00026842	DOUBLETREE DENVR NORTH - Purch	\$372.12		
00026867	DOUBLETREE DENVER N FB - Purch	\$19.29		
00026882	DOUBLETREE DENVER N FB - Purch	\$18.79		
00026864	CAFE RIO NORTHGLENN #0 - Purch	\$11.23		
00026680	SALTGRASS-WESTMINSTER - Purcha	\$20.95		
00026862	INTERNATIONAL TRANSACTION - Pu	\$26.30		
00026863	CAFE RIO NORTHGLENN #0 - Purch	\$11.23		
		<b>\$2,839.52</b>	Subtotal for Dept.	Fire
00026555	PAYPAL CITYGATETRA - Purchase	\$29.24		
00027028	LOAF N JUG #0104 Q81 - Purch	\$17.30		
00027271	USPS 57627004930333223 - Purch	\$12.86		
00027225	CLARION INN & SUITES - Purchas	\$300.96		
00027387	COMTRONIX - Purchase	\$110.00		
00027170	KUM & GO #901 - Purchase	\$19.06		
00027395	PAYPAL COLOWYOMUS - Purchase	\$20.00		
00026754	ALBERTSONS #2060 - Purchase	\$6.99		
00027183	CLARION INN & SUITES - Purchas	\$276.00		
00027430	PAYPAL COLOWYOMUS - Purchase	\$20.00		
00026670	SUTHERLANDS 2219 - Purchase	\$9.77		
00027374	PAYPAL COLOWYOMUS - Purchase	\$20.00		
00027049	COMTRONIX - Purchase	\$284.47		
		<b>\$1,126.65</b>	Subtotal for Dept.	Fort Caspar
00027033	KELLYS ALIGNMENT AND B - Purch	\$88.00		
00026966	GREINER BUICK GMC CADI - Purch	\$260.74		
00026622	APPLIED IND TECH 2733 - Purcha	\$67.64		
00027197	DRIVE TRAIN INDUSTRIES - Purch	\$36.74		
00026368	BEARING BELTCHAIN002244-PIECHA	\$1,157.83		
00027085	BAILEYS ACE HARDWARE - Purchas	\$34.47		
00027055	WEAR PARTS INC - Purchase	\$12.50		
00027075	GREINER MOTOR COMPANY - Purcha	\$43.08		
00027113	BEARING BELTCHAIN00244 - Credi	(\$15.53)		

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

00026803	MIDLAND IMPLEMENT CO - Purchas	\$18.00
00026811	NEWARK US 000700000075 - Purch	\$24.15
00026784	DRIVEN POWERSPORTS - Purchase	\$60.88
00027052	GOODYEAR COMMERCIAL TI - Purch	\$635.68
00026368	BEARING-BELTCHAIN002244-PURCHS	\$88.28
00026743	BEARING BELTCHAIN	\$103.51
00026743	BEARING BELTCHAIN	\$108.86
00026743	BEARING BELTCHAIN	\$103.51
00027077	VZWRLSS MY VZ VB P - Purchase	\$21.66
00026743	BEARING BELTCHAIN	\$263.63
00026743	BEARING BELTCHAIN	\$277.04
00026743	BEARING BELTCHAIN	\$23.54
00026743	BEARING BELTCHAIN	\$74.99
00026773	BEARING BELTCHAIN00244 - Purch	\$5.29
00027053	HOSE & RUBBER SUPPLY - Purchas	\$39.76
00026980	BEARING BELTCHAIN00244 - Credi	(\$18.23)
00026907	GREINER MOTOR COMPANY - Purcha	\$23.64
00027099	LARIAT INTERNATIONAL T - Purch	\$12.87
00026985	BEARING BELTCHAIN00244 - Purch	\$660.97
00026990	DRIVE TRAIN INDUSTRIES - Purch	\$140.76
00026831	HOSE & RUBBER SUPPLY - Purchas	\$27.11
00026626	Cate Rental and Sales - Purcha	\$4,933.37
00026683	WEAR PARTS INC - Purchase	\$14.50
00026844	GREINER MOTOR COMPANY - Purcha	\$88.29
00027179	TITAN MACHINERY - GILL - Purch	\$460.92
00026981	STOTZ EQUIPMENT - Purchase	\$99.42
00026711	WEAR PARTS INC - Purchase	\$10.12
00026843	STOTZ EQUIPMENT - Purchase	\$164.26
00026615	TULSA ENGINE PARTS - Purchase	\$126.77
00026852	MCCOY SALES CORPORATIO - Purch	\$297.73
00026962	HOWARD SUPPLY COMPANY - Purcha	\$13.75
00026825	HOWARD SUPPLY COMPANY - Purcha	\$15.63
00026743	BEARING BELTCHAIN00244 - Purch	\$5,390.24
00026687	JACKS TRUCK AND EQUIPMT - Purch	\$424.17
00026705	JACKS TRUCK AND EQUIPMT - Purch	\$141.39
00026902	CMI-TECO - Purchase	\$93.86
00026892	CMI-TECO - Purchase	\$124.01
00027090	MG OIL CO - Purchase	\$134.59
00026984	GREINER MOTOR COMPANY - Purcha	\$9.95
00026865	DRIVE TRAIN INDUSTRIES - Purch	\$36.10
00027083	STOTZ EQUIPMENT - Purchase	\$136.78
00026956	WEAR PARTS INC - Purchase	\$11.00
00026940	GREINER MOTOR COMPANY - Purcha	\$32.76
00026881	MACDONALD EQUIPMENT CO - Purch	\$79.50
00026942	GOODYEAR COMMERCIAL TI - Purch	\$533.80
00026739	WW GRAINGER - Purchase	\$165.75
00026716	ALBERTSONS - Purchase	\$9.97
00026879	GREINER MOTOR COMPANY - Credit	(\$32.76)
00026743	BEARING BELTCHAIN	\$39.98
00027200	B&B AUTO ELECTRIC INC - Purcha	\$75.00

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

00026361	CAPITAL REMAN EXCHANGE - Purch	\$15,192.50
00026368	BEARING BELTCHAIN00244 - Purch	\$19.29
00027211	GREINER MOTOR COMPANY - Credit	(\$271.22)
00026368	BEARING BELTCHAIN002244-PURCHA	\$7.69
00026500	IN NUTECH SPECIALTIES - Purch	\$376.48
00026368	BEARING BELTCHAIN002244-PURCHA	(\$150.00)
00026743	BEARING BELTCHAIN	\$133.30
00026368	BEARING BELTCHAIN002244-PURCHA	\$180.76
00027137	CASPER TIRE - Purchase	\$107.50
00027205	GREINER MOTOR COMPANY - Purcha	\$63.42
00026518	NORCO INC - Purchase	\$82.60
00026455	ALSCO SLCAS - Purchase	\$1,164.11
00026183	CASPER FIRE EXTINGUISH - Purch	\$453.28
00027198	IN NUTECH SPECIALTIES - Purch	\$246.00
00026466	TRI STATE EQUIP-CASPER - Purch	\$1,982.11
00026468	CMI-TECO - Credit	(\$600.00)
00026500	IN NUTECH SPECIALTIES - Purch	\$1,663.68
00026368	BEARING BELTCHAIN00244-PURCHAS	\$22.67
00027022	GREINER MOTOR COMPANY - Purcha	\$182.40
00027047	EQUIPMENT COMPANY OF T - Purch	\$213.09
00027155	IN NUTECH SPECIALTIES - Purch	\$49.50
00026722	HOSE & RUBBER SUPPLY - Purchas	\$161.97
00026594	BRAKE SUPPLY COMPANY I - Purch	\$786.86
00026418	CMI-TECO - Purchase	\$4,532.35
00026676	DRIVE TRAIN INDUSTRIES - Credi	(\$95.78)
00026612	HOSE & RUBBER SUPPLY - Purchas	\$95.01
00026625	SAFETY KLEEN SYSTEMS B - Purch	\$766.68
00026651	CASPER TIRE - Purchase	\$198.00
00027141	AUDIES SMALL ENGINE - Purchase	\$51.55
00026673	BEARING BELTCHAIN00244 - Purch	\$3.80
00027195	B&B AUTO ELECTRIC INC - Purcha	\$72.00
00026674	LARIAT INTERNATIONAL T - Purch	\$334.32
00027191	GREINER MOTOR COMPANY - Purcha	\$59.59
00027190	KELLYS ALIGNMENT AND B - Purch	\$53.00
00026634	L N CURTIS & SONS - Purchase	\$127.94
00026270	GREINER MOTOR COMPANY	\$144.70
00026643	BEARING BELTCHAIN00244 - Purch	\$34.99
00026205	RIEKER INC - Purchase	\$203.86
00026635	HOSE & RUBBER SUPPLY - Purchas	\$111.52
00026614	AUDIES SMALL ENGINE - Purchase	\$11.75
00026368	BEARING BELTCHAIN002244-PURCHA	\$197.71
00027301	CMI-TECO - Purchase	\$18.48
00027299	DENNIS SUPPLY COMPANY - Purcha	\$254.67
00027292	FREMONT MOTOR CASPER I - Purch	\$71.99
00027234	GREINER MOTOR COMPANY - Purcha	\$136.82
00027224	IN NUTECH SPECIALTIES - Purch	\$57.00
00027221	JACKS TRUCK AND EQUIPMT - Purch	\$15.79
00026160	SAMS CLUB #6425 - Purchase	\$19.93
00026905	GREINER MOTOR COMPANY - Purcha	\$20.40
00027140	B&B AUTO ELECTRIC INC - Purcha	\$169.45

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

00026743 BEARING BELTCHAIN	\$10.58	
00026931 GREINER BUICK GMC CADI - Purch	\$417.26	
00026985 BEARING BELTCHAIN	\$108.74	
00026985 BEARING BELTCHAIN	\$124.00	
00026985 BEARING BELTCHAIN	\$65.88	
00026993 ATLAS OFFICE PRODUCTS - Purcha	\$86.71	
00026944 BAILEYS ACE HARDWARE - Purchas	\$40.45	
00027043 KELLYS ALIGNMENT AND B - Purch	\$53.00	
00026985 BEARING BELTCHAIN	(\$15.00)	
00026734 CAPITAL BUSINESS SYSTE - Purch	\$25.89	
00026743 BEARING BELTCHAIN	\$30.77	
00026906 R AND R PRODUCTS INC - Purchas	\$23.67	
00026743 BEARING BELTCHAIN	(\$15.00)	
00026743 BEARING BELTCHAIN	\$23.99	
00026743 BEARING BELTCHAIN	\$116.75	
00026743 BEARING BELTCHAIN	\$8.56	
00027030 STOTZ EQUIPMENT - Credit	(\$322.30)	
00027080 BEARING BELTCHAIN00244 - Credi	(\$123.50)	
00026743 BEARING BELTCHAIN	\$151.53	
00027094 GREINER MOTOR COMPANY - Purcha	\$193.82	
00026731 C AND M AIR COOLED ENG - Purch	\$243.53	
00027102 WW GRAINGER - Purchase	\$22.06	
00027127 GREINER MOTOR COMPANY - Purcha	\$16.95	
00026724 DRIVEN POWERSPORTS - Credit	(\$60.88)	
00026985 BEARING BELTCHAIN	\$51.58	
00026827 HOSE & RUBBER SUPPLY - Purchas	\$12.95	
00026896 TRI STATE EQUIP-CASPER - Purch	\$46.09	
00027014 MCCOY SALES CORPORATIO - Purch	\$6.15	
00026876 GOODYEAR COMMERCIAL TI - Purch	\$1,267.60	
00026743 BEARING BELTCHAIN	\$11.38	
00027018 WEAR PARTS INC - Purchase	\$27.84	
00026933 GREINER BUICK GMC CADI - Purch	\$123.21	
00027022 GREINER MOTOR COMPANY	\$126.16	
00026985 BEARING BELTCHAIN	\$28.14	
00026833 GREINER MOTOR COMPANY - Purcha	\$376.60	
00026917 GREINER MOTOR COMPANY - Purcha	\$164.95	
00027022 GREINER MOTOR COMPANY	\$10.56	
00027022 GREINER MOTOR COMPANY	\$70.00	
00027015 GREINER MOTOR COMPANY - Purcha	\$159.88	
00026985 BEARING BELTCHAIN	\$45.54	
00026985 BEARING BELTCHAIN	\$19.49	
00026985 BEARING BELTCHAIN	(\$15.00)	
00026985 BEARING BELTCHAIN	(\$15.00)	
00026985 BEARING BELTCHAIN	(\$15.00)	
00026977 CMI-TECO - Purchase	\$620.29	
00026915 HONNEN EQUIPMENT #04 - Purchas	\$1,271.54	
00026834 SIX ROBBLEES NO 19 - Purchase	\$70.24	
	<b>\$53,440.38</b>	Subtotal for Dept. Garage
00027101 MICHAELS FENCE & SUPPL - Purch	\$430.30	
00027277 SQ TWO WAY RADIO SERV - Purch	\$270.00	

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

00027168	CPS DISTRIBUTORS INC C - Purch	\$180.26		
00026820	MIDLAND IMPLEMENT CO - Purchas	\$130.83		
		<b>\$1,011.39</b>	Subtotal for Dept.	Golf Course
00026397	MYCREATIVESHOP.COM - Purchase	\$1.00		
00027207	USPS 57155809430310940 - Purch	\$10.80		
00026926	MYCREATIVESHOP.COM - Purchase	\$19.95		
		<b>\$31.75</b>	Subtotal for Dept.	Health Insurance
00026757	ORKIN 891 - Purchase	\$84.27		
00024544	WALGREENS #7601 - Purchase	\$10.00		
00026756	STAPLES 00114181 - Purch	\$39.99		
00027077	VZWRLLS MY VZ VB P - Purchase	\$21.66		
00026788	NATIONAL ASSOCIATION O - Purch	\$40.00		
00027128	WYOMING WORK WAREHOUSE - Purch	\$314.07		
00026875	GEAR UP AND GET OUT TH - Purch	\$148.00		
00026945	WW GRAINGER - Purchase	\$301.10		
00027359	HOLIDAY INNS EXPRESS - Purchas	\$760.89		
00026706	AGP PROPANE SERVICES - Purchas	\$1,488.28		
00026946	Amazon.com - Purchase	\$139.99		
00026727	WCI OF WYOMING, INC - Purchase	\$930.97		
00027204	0970 CED - Purchase	\$21.00		
		<b>\$4,300.22</b>	Subtotal for Dept.	Hogadon
00027109	IN POWDER RIVER SHRED - Purch	\$75.00		
00026738	RIDLEY'S 1133 - Purchase	\$11.90		
00026301	VISTAPR VistaPrint.com - Purch	\$100.19		
		<b>\$187.09</b>	Subtotal for Dept.	Human Resources
00027034	BURBACKS REFRIGERATION - Purch	\$90.00		
00026913	ALBERTSONS - Purchase	\$9.96		
00026971	OVERHEAD DOOR COMPANY - Purcha	\$655.69		
00026999	ICE SKATING INSTITUTE - Purcha	\$318.00		
00026978	PFG VISTAR DE - Purchase	\$1,426.08		
00027051	SAMS CLUB #6425 - Purchase	\$14.98		
00026530	WM SUPERCENTER #1617 - Purchas	\$30.98		
00027023	SAMSCLUB #6425 - Purchase	\$71.92		
00026459	NORCO INC - Purchase	\$4.27		
00026417	BAILEYS ACE HARDWARE - Purchas	\$14.47		
		<b>\$2,636.35</b>	Subtotal for Dept.	Ice Arena
00027036	BEST BUY 00015271 - Credi	(\$29.99)		
00026847	BEST BUY 00015271 - Purch	\$29.99		
		<b>\$0.00</b>	Subtotal for Dept.	Information Services
00027212	ANIMAL CARE EQUIPMENT - Purcha	\$121.49		
00027353	ORIENTAL TRADING CO - Purchase	\$208.89		
00027157	MURDOCH'S RANCH & HOME - Purch	\$68.24		
00027196	KOHL'S #1420 - Purchase	\$172.15		
00027216	MARSHALLS #1225 - Purchase	\$36.74		
00027240	HOSE & RUBBER SUPPLY - Purchas	\$121.87		
00027035	THE HOME DEPOT 6001 - Purchase	\$29.97		
00026846	TARGET 00001644 - Purch	\$67.12		
00027008	NORCO INC - Purchase	\$110.12		
00027171	SPORTSMANS WAREHOUSE 1 - Purch	\$104.96		

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

00027210 WESTSIDE ANIMAL HOSPIT - Purch	\$417.13		
00026025 SQ SPAY DOC MEDICAL - Credit	(\$180.00)		
00027208 ALL CREATURES VETERINA - Purch	\$356.10		
00024483 HARVARD/FIRST VET/EXPE - Purch	\$207.78		
00027382 ORIENTAL TRADING CO - Purchase	\$55.96		
00026873 ROCKY MOUNTAIN ANIMAL - Purcha	\$185.49		
00026003 HARVARD/FIRST VET/EXPE - Credi	(\$207.78)		
00023683 SQ SPAY DOC - Purchase	\$180.00		
00026821 MURDOCH'S RANCH & HOME - Purch	\$34.78		
00027213 LOU TAUBERT RANCH OUTF - Purch	\$94.45		
00027005 MOUNTAIN VIEW SUB SHOP - Purch	\$92.14		
00026889 PARTY AMERICA CASPER # - Purch	\$92.18		
	<b>\$2,369.78</b>	Subtotal for Dept.	Metro Animal
00026938 EXXONMOBIL 47736855 - Purch	\$2.95		
00026938 EXXONMOBIL 47736855 - Purch	\$0.31		
00026943 LOAF N JUG #0119 Q81 - Purch	\$4.52		
00026982 ARBYS 6443 - Purchase	\$0.78		
00026982 ARBYS 6443 - Purchase	\$7.47		
00026943 LOAF N JUG #0119 Q81 - Purch	\$0.48		
	<b>\$16.51</b>	Subtotal for Dept.	Metropolitan Planning
00026918 ATLAS OFFICE PRODUCTS - Purcha	\$165.56		
00026592 ATLAS OFFICE PRODUCTS - Purcha	\$20.67		
00026783 TOP OFFICE PRODUCTS - Purchase	\$38.00		
00025076 TOP OFFICE PRODUCTS - Purchase	\$44.28		
00026416 ATLAS OFFICE PRODUCTS - Purcha	\$96.03		
00026664 IN POWDER RIVER SHRED - Purch	\$21.00		
00026869 MOUNTAIN STATES LITHOG - Purch	\$528.50		
	<b>\$914.04</b>	Subtotal for Dept.	Municipal Court
00027007 SAMS CLUB #6425 - Purchase	\$49.40		
00026998 CASPER CONTRACTORS SUP - Purch	\$2.83		
00026883 NORCO INC - Purchase	\$739.82		
00026273 NETWORK FLEET. INC. - Purchase	\$88.27		
00026692 BLOEDORN LUMBER CASPER - Purch	\$939.60		
00026797 HOODS EQUIPMENT & SPRI - Purch	\$375.95		
00026991 BAILEYS ACE HARDWARE - Purchas	\$13.95		
00026849 WALMART.COM - Purchase	\$78.72		
00026925 SOURCE GAS - Purchase	\$4.85		
00026919 BLOEDORN LUMBER CASPER - Purch	\$86.77		
00026781 BAILEYS ACE HARDWARE - Purchas	\$18.46		
00026690 WYOMING STEEL AND RECY - Purch	\$65.06		
	<b>\$2,463.68</b>	Subtotal for Dept.	Parks
00027220 QUALITY OFFICE SOLUTIO - Purch	\$21.30		
00027082 USPS 57155809430310940 - Purch	\$151.00		
00027066 ATLAS REPRODUCTION - Purchase	\$12.00		
	<b>\$184.30</b>	Subtotal for Dept.	Planning
00026201 LOVE S COUNTRY00002204 - Purch	\$24.27		
00027062 QUALITY OFFICE SOLUTIO - Purch	\$19.95		
00027061 IN EXPRESS PRINTING C - Purch	\$2,060.00		
00026507 PERSONNEL EVALUATION 1 - Purch	\$140.00		

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

00026668	NOLAND FEED INC. - Purchase	\$43.40		
00026836	CASPER ANIMAL CENTER, - Purcha	\$38.70		
00027067	IN EXPRESS PRINTING C - Purch	\$558.00		
00026108	FBI NATIONAL ACADEMY A - Purch	\$80.00		
00026774	WESTERN LOCKSMITH - Purchase	\$5.00		
00026816	HARTZ E&F TOWING & REC - Purch	\$80.00		
00026819	IN POWDER RIVER SHRED - Purch	\$105.00		
00026850	NORCO INC - Purchase	\$70.15		
00026812	PAYPAL RONSMITH - Purchase	\$500.00		
00026498	HARTZ E&F TOWING & REC - Purch	\$175.00		
00027048	ATLAS OFFICE PRODUCTS - Purcha	\$127.60		
00026577	URGENT CARE OF CASPER - Purcha	\$2,130.00		
00025926	DASH MEDICAL GLOVES - Purchase	\$487.20		
00027134	SAMS CLUB #6425 - Purchase	\$49.97		
00027372	QUALITY OFFICE SOLUTIO - Purch	\$97.29		
00027371	CASPER FIRE EXTINGUISH - Purch	\$59.10		
00026845	MERBACK AWARD COMPANY - Purcha	\$9.80		
00026523	TLO TRANSUNION - Purchase	\$112.00		
00026859	RESPOND FIRST AID OF W - Purch	\$244.61		
00027142	B & B RUBBER STAMP SHO - Purch	\$63.00		
00027261	DECKER AUTO GLASS - Purchase	\$290.41		
00026924	ATLAS OFFICE PRODUCTS - Purcha	\$248.91		
00027098	B & B RUBBER STAMP SHO - Purch	\$29.50		
00026866	QUALITY OFFICE SOLUTIO - Purch	\$114.15		
00027187	AGP PROPANE SERVICES - Purchas	\$41.96		
00026870	R & R REST STOPS - Purchase	\$154.92		
00027103	B & B RUBBER STAMP SHO - Purch	\$29.50		
00026335	ALLTECH ASSOCIATES INC - Purch	\$284.91		
00026877	THE HOME DEPOT 6001 - Purchase	\$19.96		
00026986	HENSLEY BATTERY&ELECTR - Purch	\$196.84		
00026120	AHEC PARKING SERVICES - Purcha	\$6.00		
00026092	LOVE S COUNTRY00002204 - Purch	\$16.66		
00026749	ATLAS OFFICE PRODUCTS - Purcha	\$190.72		
00027173	QUALITY OFFICE SOLUTIO - Purch	\$92.54		
00026427	SHELL OIL 57443811104 - Purcha	\$29.77		
00026891	THE HOME DEPOT 6001 - Purchase	\$24.47		
00027424	BEST BUY 00015271 - Purch	\$368.93		
00026963	FEDEXOFFICE 00009423 - Purch	\$96.13		
00027406	MERBACK AWARD COMPANY - Purcha	\$14.20		
00027409	GREINER MOTOR COMPANY - Purcha	\$299.28		
00026898	KMART 4736 - Purchase	\$20.97		
00027145	SIRCHIE FINGER PRINT L - Purch	\$81.25		
00027451	HENSLEY BATTERY&ELECTR - Purch	\$227.08		
		<b>\$10,159.10</b>	Subtotal for Dept.	Police
00026185	GREINER MOTOR COMPANY - Purcha	\$80.24		
		<b>\$80.24</b>	Subtotal for Dept.	Police Dept
00027543	BEST BUY 00015271 - Purch	\$50.00		
00027037	FIREROCK STEAKHOUSE - Purchase	\$465.55		
00027302	WAL-MART #1617 - Purchase	\$26.25		
00027009	FEDEXOFFICE 00009423 - Purch	\$13.50		

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

		<b>\$555.30</b>	Subtotal for Dept.	Police Grants
00026472	URGENT CARE OF CASPER - Purcha	\$1,473.00		
00026761	WYOMING MACHINERY CO - Purchas	\$2,406.15		
		<b>\$3,879.15</b>	Subtotal for Dept.	Property & Liability Insurance
00026628	REVOLUTION DANCEWEAR - Purchas	\$23.00		
00027064	Amazon.com - Purchase	\$38.49		
00027194	DECKER AUTO GLASS - Purchase	\$56.00		
00026851	AMAZON MKTPLACE PMTS - Purchas	\$4.28		
00026758	DOLRTREE 3288 00032888 - Purch	\$20.00		
00027032	Amazon.com - Purchase	\$131.99		
00026644	REVOLUTION DANCEWEAR - Purchas	\$1,153.70		
00027004	SAMS CLUB #6425 - Purchase	\$70.80		
00027169	DOMINO'S 6042 - Purchase	\$42.94		
00027020	CO GOVT SERVICES - Purchase	\$277.58		
00026954	S&S WORLDWIDE - Purchase	\$641.56		
00027004	SAMS CLUB #6425 - Purchase	\$11.48		
		<b>\$2,471.82</b>	Subtotal for Dept.	Recreation
00026932	SAMS CLUB #6425 - Purchase	\$28.05		
00026702	SAMSCLUB #6425 - Purchase	\$15.68		
00026815	DRIVERCHECK-SERVICECHE - Purch	\$37.66		
00025378	ALBERTSONS - Purchase	\$3.78		
00026802	WYOMING STEEL AND RECY - Purch	\$6,460.20		
00027003	QUALITY OFFICE SOLUTIO - Purch	\$5.44		
00026273	NETWORK FLEET. INC. - Purchase	\$674.70		
00027003	QUALITY OFFICE SOLUTIO - Purch	\$338.69		
		<b>\$7,564.20</b>	Subtotal for Dept.	Refuse Collection
00026818	ROCKY MOUNTAIN WASH - Purchase	\$50.00		
00027138	HOSE & RUBBER SUPPLY - Purchas	\$1.23		
00026796	SAMS CLUB #6425 - Purchase	\$131.57		
00026949	HOSE & RUBBER SUPPLY - Purchas	\$12.84		
00026775	STAPLES 00114181 - Purch	\$19.98		
00027135	STAPLES 00114181 - Purch	\$87.97		
00027077	VZWRLSS MY VZ VB P - Purchase	\$21.66		
00027079	MURDOCH'S RANCH & HOME - Purch	\$35.98		
00026273	NETWORK FLEET. INC. - Purchase	\$25.95		
		<b>\$387.18</b>	Subtotal for Dept.	Sewer
00026861	MED -ENG ULC - Purchase	\$3,287.90		
00026636	EDWARDS AND CROMWELL M - Purch	\$620.42		
00026854	MED -ENG ULC - Purchase	\$3,945.10		
		<b>\$7,853.42</b>	Subtotal for Dept.	Special Assistance
00027102	WW GRAINGER	\$11.00		
00026273	NETWORK FLEET. INC. - Purchase	\$622.80		
00026884	ATLAS OFFICE PRODUCTS - Purcha	\$43.72		
00026764	ATLAS OFFICE PRODUCTS - Purcha	\$15.44		
00026750	BAILEYS ACE HARDWARE - Purchas	\$60.28		
00027001	CASPER CONTRACTORS SUP - Purch	\$42.93		
00027077	VZWRLSS MY VZ VB P - Purchase	\$21.66		
00027007	SAMS CLUB #6425 - Purchase	\$49.40		
		<b>\$867.23</b>	Subtotal for Dept.	Streets

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

00027077	VZWRLSS MY VZ VB P - Purchase	\$21.66	
00026922	CASPER CONTRACTORS SUP - Purch	\$13.92	
00026273	NETWORK FLEET. INC. - Purchase	\$155.70	
	<b>\$191.28</b>		Subtotal for Dept. Traffic
00026952	BACKFLOW SUPPLY - Purchase	\$2,504.08	
00026912	DANA KEPNER CO. - Purchase	\$5,836.00	
00026646	HOSE & RUBBER SUPPLY - Purchas	\$38.64	
00027154	CASPER STAR TRIBUNE - Purchase	\$328.90	
00026941	LOU'S GLOVES INC - Purchase	\$415.00	
00026771	CRUM ELECTRIC SUPPLY C - Purch	\$6.22	
00026947	CASPER WINNELSON CO - Purchase	\$135.71	
00026693	HOSE & RUBBER SUPPLY - Credit	(\$1.03)	
00026996	NORTHROP BOILER WORKS - Purcha	\$3,364.52	
00026983	DANA KEPNER CO. - Purchase	\$50.53	
00027087	NORCO INC - Purchase	\$865.00	
00026700	CRUM ELECTRIC SUPPLY C - Purch	\$49.89	
00027070	BLOEDORN LUMBER CASPER - Purch	\$34.83	
00026886	ANDRITZ SEPERATION INC - Purch	\$6,654.00	
00026985	BEARING BELTCHAIN	\$14.98	
00026779	CASPER CONTRACTORS SUP - Purch	\$110.10	
00026787	TFS FISHER SCI ATL - Purchase	\$182.33	
00027010	KNIFE RIVER 5701 - Purchase	\$278.00	
00026785	CASPER WINNELSON CO - Purchase	\$14.45	
00026801	KNIFE RIVER 5701 - Purchase	\$41.23	
00027146	WEAR PARTS INC - Purchase	\$21.00	
00027016	SAMS CLUB #6425 - Purchase	\$62.73	
00027121	CASPER WINNELSON CO - Purchase	\$19.26	
00026953	DANA KEPNER CO. - Purchase	\$56.06	
00026910	INTERMOUNTAIN MOTOR SA - Purch	\$2,513.88	
00027060	USPS 57155809430310940 - Purch	\$7.61	
00027149	BAILEYS ACE HARDWARE - Purchas	\$73.92	
00027077	VZWRLSS MY VZ VB P - Purchase	\$42.62	
00027044	WW GRAINGER - Purchase	\$36.00	
00026791	ENERGY LABORATORIES, I - Purch	\$40.00	
	<b>\$23,796.46</b>		Subtotal for Dept. Waste Water
00026858	CRUM ELECTRIC SUPPLY C - Purch	\$366.20	
00026885	WEAR PARTS INC - Purchase	\$31.60	
00026765	UNITED STATES WELDING - Purcha	\$19.57	
00027038	ENERGY LABORATORIES, I - Purch	\$660.00	
00027297	WATERWORKS INDUSTRIES - Purcha	\$315.00	
00026808	HACH COMPANY - Purchase	\$305.03	
00027269	SUTHERLANDS 2219 - Purchase	\$9.98	
00027310	WYOMING STEEL AND RECY - Purch	\$15.75	
00027267	SUTHERLANDS 2219 - Purchase	\$11.99	
00027314	BEARING BELTCHAIN00244 - Purch	\$44.90	
00027111	USPS 57155809430310940 - Purch	\$13.44	
00026805	IN CASPER SAFETY LLC - Purcha	\$1,030.00	
00026786	ENERGY LABORATORIES, I - Purch	\$300.00	
00026810	MOUNTAIN STATES PIPE & - Purch	\$4,164.44	
00026806	RMI WYOMING INC - Purchase	\$60.00	

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

00026880 BEARING BELTCHAIN00244 - Purch	\$17.49	
00026273 NETWORK FLEET. INC. - Purchase	\$103.80	
00027021 DIAMOND VOGEL PAINT #7 - Purch	\$184.21	
00026899 COMTRONIX - Purchase	\$247.02	
00026848 SUTHERLANDS 2219 - Purchase	\$2.29	
00026838 NORCO INC - Purchase	\$87.06	
00026822 IN GREAT PLAINS CLEAN - Purch	\$144.79	
00027077 VZWRLSS MY VZ VB P - Purchase	\$97.63	
00027012 WYOMING STEEL AND RECY - Purch	\$87.03	
00027019 URGENT CARE OF CASPER - Purcha	\$32.00	
00027266 ATLAS OFFICE PRODUCTS - Purcha	\$17.92	
00027126 CASPER STAR TRIBUNE - Purchase	\$296.50	
00026840 HOSE & RUBBER SUPPLY - Purchas	\$8.69	
00026994 STAPLES 00114181 - Purch	\$80.97	
	<b>\$8,755.30</b>	Subtotal for Dept. Water
00027039 UPS 0000008F045W155 - Purchase	\$107.56	
00026975 WYOMING ASSOCIATION OF - Purch	\$375.00	
00026343 DNOW-WY05 - Purchase	\$22.14	
00026394 EUROFINS EATON ANALYTI - Purch	\$800.00	
00027111 USPS - POSTAGE PURCHASE	\$51.75	
00026437 ENERGY LABORATORIES - Purchase	\$775.00	
00026447 ALSCO SLCAS - Purchase	\$142.40	
00027042 UPS 0000008F045W145 - Purchase	\$10.63	
00027046 UPS 0000008F045W135 - Purchase	\$32.14	
00026638 CRUM ELECTRIC SUPPLY C - Purch	\$23.15	
00026575 UNITED STATES WELDING - Purcha	\$2,528.11	
00026633 WW GRAINGER - Purchase	\$159.50	
00026546 CASPER STAR TRIBUNE - Purchase	\$32.72	
00027077 VZWRLSS MY VZ VB P - Purchase	\$21.66	
00026736 CRUM ELECTRIC SUPPLY C - Purch	\$18.53	
00026904 WW GRAINGER - Purchase	\$62.43	
00026360 SUTHERLANDS 2219 - Purchase	\$36.89	
00026339 DNOW-WY05 - Credit	(\$100.60)	
00026369 DNOW-WY05 - Purchase	\$22.14	
00026348 DNOW-WY05 - Credit	(\$23.25)	
00026903 ENERGY LABORATORIES - Purchase	\$225.00	
00026814 ATLAS OFFICE PRODUCTS - Purcha	\$223.71	
00026961 ENERGY LABORATORIES - Purchase	\$225.00	
00026715 DIAMOND VOGEL PAINT #7 - Purch	\$172.01	
00027081 ENERGY LABORATORIES - Purchase	\$225.00	
00026729 DNOW-WY05 - Credit	(\$21.04)	
00026969 ENERGY LABORATORIES - Purchase	\$470.00	
00026509 XEROX CORP - RBO - Purchase	\$170.90	
00026972 ENERGY LABORATORIES - Purchase	\$225.00	
	<b>\$7,013.48</b>	Subtotal for Dept. Water Treatment Plant
00026740 CPS DISTRIBUTORS INC C - Purch	\$46.80	
	<b>\$46.80</b>	Subtotal for Dept. Weed And Pest
	<b>\$203,048.05</b>	Subtotal for Vendor

PEPSI COLA OF CASPER

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

479513 PRODUCT

\$1,754.65

479514 PRODUCT

(\$200.00)

151 PRODUCT

\$190.00

**\$1,744.65** Subtotal for Dept. Casper Events Center

1513 PRODUCT

\$50.00

**\$50.00** Subtotal for Dept. Ice Arena

**\$1,794.65** Subtotal for Vendor

## POSTAL PROS, INC.

74568 WEB POSTING MARCH 2015

\$2,595.95

74531 PRINTING & MAILING

\$11,744.16

**\$14,340.11** Subtotal for Dept. Finance

**\$14,340.11** Subtotal for Vendor

## PULLEN, VICKIE/ALLEN

0024188084 REFUND

\$38.11

**\$38.11** Subtotal for Dept. Water

**\$38.11** Subtotal for Vendor

## RAY, SAM

0024140266 REFUND

\$24.75

**\$24.75** Subtotal for Dept. Water

**\$24.75** Subtotal for Vendor

## RECYCLED MATERIALS, LLC.

0854 CLEAR.DEMO 2118 S JEFFERSON

\$12,799.00

0853 CLEAR.DEMO 1653 S WASHINGTON

\$15,200.00

**\$27,999.00** Subtotal for Dept. CDBG

**\$27,999.00** Subtotal for Vendor

## RESOURCE STAFFING

4577 LABOR

\$630.73

4556 LABOR

\$210.24

**\$840.97** Subtotal for Dept. Casper Events Center

**\$840.97** Subtotal for Vendor

## ROCKY MOUNTAIN POWER

RIN0025213 ELECTRICITY

\$2,845.42

**\$2,845.42** Subtotal for Dept. Golf Course

RIN0025215 ELECTRICITY

\$5,272.93

**\$5,272.93** Subtotal for Dept. Parks

RIN0025211 ELECTRICITY

\$139.30

**\$139.30** Subtotal for Dept. Planning

RIN0025214 ELECTRICITY

\$89.08

RIN0025212 ELECTRICITY

\$289.42

**\$378.50** Subtotal for Dept. Traffic

RIN0025216 ELECTRICITY

\$18,579.44

**\$18,579.44** Subtotal for Dept. Water

**\$27,215.59** Subtotal for Vendor

## SAM DUNNUCK

2548301 CLOTHING REIMBURSEMENT

\$229.24

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

**\$229.24** Subtotal for Dept. Police  
**\$229.24** Subtotal for Vendor

## SCOTT SHIPMAN

RC00001000218287 BOOT REIMBURSEMENT

\$134.07  
**\$134.07** Subtotal for Dept. Water  
**\$134.07** Subtotal for Vendor

## SENIOR PATIENT ADVOCATES

2015-1300 EMPLOYEE NEW TO MEDICARE

\$450.00  
**\$450.00** Subtotal for Dept. Health Insurance  
**\$450.00** Subtotal for Vendor

## SHARP OILFIELD SRVS

0024188082 REFUND

\$55.66  
**\$55.66** Subtotal for Dept. Water  
**\$55.66** Subtotal for Vendor

## SHORT, BRANDON

0024140265 REFUND

\$44.32  
**\$44.32** Subtotal for Dept. Water  
**\$44.32** Subtotal for Vendor

## SIEMENS

5600024452 BAR NUNN 2 LS MAG FLOW METER

\$4,162.22  
**\$4,162.22** Subtotal for Dept. Waste Water  
**\$4,162.22** Subtotal for Vendor

## SILVERTIP ELECTRIC

0024188085 REFUND

\$35.57  
**\$35.57** Subtotal for Dept. Water  
**\$35.57** Subtotal for Vendor

## SKYLINE RANCHES

RIN0025230 MONTHLY PAYMENT

RIN0025230 MONTHLY PAYMENT

RIN0025230 MONTHLY PAYMENT

(\$147.82)  
\$1,478.22  
**\$1,330.40** Subtotal for Dept. Sewer  
(\$542.00)  
**(\$542.00)** Subtotal for Dept. Waste Water  
**\$788.40** Subtotal for Vendor

## SMARSH, INC

INV00066749 EMAIL ARCHIVE MAR 2015

\$17.98  
**\$17.98** Subtotal for Dept. Aquatics  
\$158.22  
**\$158.22** Subtotal for Dept. Balefill  
\$39.56  
**\$39.56** Subtotal for Dept. Buildings And Grounds  
\$75.52  
**\$75.52** Subtotal for Dept. Casper Events Center  
\$14.38  
**\$14.38** Subtotal for Dept. Cemetery

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

INV00066749 EMAIL ARCHIVE MAR 2015	\$25.17	
	<b>\$25.17</b>	Subtotal for Dept. City Attorney
INV00066749 EMAIL ARCHIVE MAR 2015	\$21.58	
	<b>\$21.58</b>	Subtotal for Dept. City Manager
INV00066749 EMAIL ARCHIVE MAR 2015	\$46.75	
	<b>\$46.75</b>	Subtotal for Dept. Code Enforcement
INV00066749 EMAIL ARCHIVE MAR 2015	\$17.98	
	<b>\$17.98</b>	Subtotal for Dept. Communications Center
INV00066749 EMAIL ARCHIVE MAR 2015	\$32.36	
	<b>\$32.36</b>	Subtotal for Dept. Council
INV00066749 EMAIL ARCHIVE MAR 2015	\$39.56	
	<b>\$39.56</b>	Subtotal for Dept. Engineering
INV00066749 EMAIL ARCHIVE MAR 2015	\$104.28	
	<b>\$104.28</b>	Subtotal for Dept. Finance
INV00066749 EMAIL ARCHIVE MAR 2015	\$287.68	
	<b>\$287.68</b>	Subtotal for Dept. Fire
INV00066749 EMAIL ARCHIVE MAR 2015	\$21.58	
	<b>\$21.58</b>	Subtotal for Dept. Fort Caspar
INV00066749 EMAIL ARCHIVE MAR 2015	\$43.15	
	<b>\$43.15</b>	Subtotal for Dept. Garage
INV00066749 EMAIL ARCHIVE MAR 2015	\$14.38	
	<b>\$14.38</b>	Subtotal for Dept. Golf Course
INV00066749 EMAIL ARCHIVE MAR 2015	\$17.98	
	<b>\$17.98</b>	Subtotal for Dept. Hogadon
INV00066749 EMAIL ARCHIVE MAR 2015	\$28.77	
	<b>\$28.77</b>	Subtotal for Dept. Human Resources
INV00066749 EMAIL ARCHIVE MAR 2015	\$14.38	
	<b>\$14.38</b>	Subtotal for Dept. Ice Arena
INV00066749 EMAIL ARCHIVE MAR 2015	\$61.13	
	<b>\$61.13</b>	Subtotal for Dept. Information Services
INV00066749 EMAIL ARCHIVE MAR 2015	\$32.36	
	<b>\$32.36</b>	Subtotal for Dept. Metro Animal
INV00066749 EMAIL ARCHIVE MAR 2015	\$35.96	
	<b>\$35.96</b>	Subtotal for Dept. Municipal Court
INV00066749 EMAIL ARCHIVE MAR 2015	\$57.54	
	<b>\$57.54</b>	Subtotal for Dept. Parks
INV00066749 EMAIL ARCHIVE MAR 2015	\$28.77	
	<b>\$28.77</b>	Subtotal for Dept. Planning
INV00066749 EMAIL ARCHIVE MAR 2015	\$453.09	
	<b>\$453.09</b>	Subtotal for Dept. Police
INV00066749 EMAIL ARCHIVE MAR 2015	\$39.56	
	<b>\$39.56</b>	Subtotal for Dept. Recreation
INV00066749 EMAIL ARCHIVE MAR 2015	\$32.36	
	<b>\$32.36</b>	Subtotal for Dept. Streets
INV00066749 EMAIL ARCHIVE MAR 2015	\$17.98	
	<b>\$17.98</b>	Subtotal for Dept. Traffic

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

INV00066749 EMAIL ARCHIVE MAR 2015	\$79.11	
	<b>\$79.11</b>	Subtotal for Dept. Waste Water
INV00066749 EMAIL ARCHIVE MAR 2015	\$71.92	
INV00066749 EMAIL ARCHIVE MAR 2015	\$7.19	
	<b>\$79.11</b>	Subtotal for Dept. Water
INV00066749 EMAIL ARCHIVE MAR 2015	\$28.77	
	<b>\$28.77</b>	Subtotal for Dept. Water Treatment Plant
	<b>\$1,967.00</b>	Subtotal for Vendor
<b>SNYDER, ROBERT C, JR</b>		
0024140264 REFUND	\$50.97	
	<b>\$50.97</b>	Subtotal for Dept. Water
	<b>\$50.97</b>	Subtotal for Vendor
<b>SOURCE GAS DIST. LLC</b>		
201269827581 NATURAL GAS	\$5,762.94	
	<b>\$5,762.94</b>	Subtotal for Dept. Aquatics
201003220229 NATURAL GAS	\$165.84	
	<b>\$165.84</b>	Subtotal for Dept. Buildings And Grounds
401000140356 NATURAL GAS	\$10,000.00	
	<b>\$10,000.00</b>	Subtotal for Dept. Capital Projects
201091925459 NATURAL GAS	\$3,267.39	
	<b>\$3,267.39</b>	Subtotal for Dept. Casper Events Center
207408041076 NATURAL GAS	\$184.49	
	<b>\$184.49</b>	Subtotal for Dept. Cemetery
201180864091 NATURAL GAS	\$699.12	
201358793201 NATURAL GAS	\$109.50	
201358790388 NATURAL GAS	\$45.90	
207408041081 NATURAL GAS	\$1,358.12	
	<b>\$2,212.64</b>	Subtotal for Dept. City Hall
201358790622 NATURAL GAS	\$489.01	
207408041132 NATURAL GAS	\$1,020.10	
201091926023 NATURAL GAS	\$198.56	
	<b>\$1,707.67</b>	Subtotal for Dept. Fire
201003223024 NATURAL GAS	\$360.38	
	<b>\$360.38</b>	Subtotal for Dept. Fort Caspar
201358795307 NATURAL GAS	\$2,364.27	
	<b>\$2,364.27</b>	Subtotal for Dept. Garage
201269827582 NATURAL GAS	\$1,151.05	
	<b>\$1,151.05</b>	Subtotal for Dept. Ice Arena
201003225310 NATURAL GAS	\$345.28	
	<b>\$345.28</b>	Subtotal for Dept. Metro Animal
201091922973 NATURAL GAS	\$1,052.40	
	<b>\$1,052.40</b>	Subtotal for Dept. Recreation
201180867244 NATURAL GAS	\$18.02	
	<b>\$18.02</b>	Subtotal for Dept. Sewer
207408041127 NATURAL GAS	\$5,364.96	
	<b>\$5,364.96</b>	Subtotal for Dept. Waste Water

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

207408041105 NATURAL GAS  
207408041126 NATURAL GAS

\$529.23  
\$128.92  
**\$658.15** Subtotal for Dept. Water  
**\$34,615.48** Subtotal for Vendor

## STACK, GERALD T.

0024188089 REFUND

\$39.20  
**\$39.20** Subtotal for Dept. Water  
**\$39.20** Subtotal for Vendor

## STATE OF WY. - DIV. OF VICTIM SVCS.

RIN0025241 VICTIM SERVICES TRAINING IH  
RIN0025240 VICTIM WITNESS TRAINING LF

\$100.00  
\$100.00  
**\$200.00** Subtotal for Dept. Police Grants  
**\$200.00** Subtotal for Vendor

## STEALTH PARTNER GROUP

RIN0025226 MAY 2015 - EMPLOYEE PREMIUMS

\$63,773.20  
**\$63,773.20** Subtotal for Dept. Health Insurance  
**\$63,773.20** Subtotal for Vendor

## STOBBE, RUSS

0024140270 REFUND

\$48.09  
**\$48.09** Subtotal for Dept. Water  
**\$48.09** Subtotal for Vendor

## STRATEGIC INSIGHTS, INC.

15PLAN-IT-092 PLANIT RENEWAL 2015/2016

\$2,925.00  
**\$2,925.00** Subtotal for Dept. City Manager  
**\$2,925.00** Subtotal for Vendor

## SUPERIOR STRUCTURES CORP.

447021 507 S JEFFERSON E.R. ROCCO  
447024 507 S JEFFERSON, EMERG REP  
447023 857 S JACKSON, DOORS EMERG.REP

\$740.00  
\$1,496.00  
\$260.00  
**\$2,496.00** Subtotal for Dept. CDBG  
**\$2,496.00** Subtotal for Vendor

## SYSCO FOOD SVCS. CORP.

503120069 LETTUCE ICEBERG PREMIUM PLTIZD  
504150574 BEEF ROAST HAM DICED HAM SLICE  
504150574 WHLFARM BUTTERMILK WHLFCLS EG

(\$36.42)  
\$459.44  
\$520.06  
**\$943.08** Subtotal for Dept. Casper Events Center  
**\$943.08** Subtotal for Vendor

## TIFFANY ELHART

RIN0025260 TRAVEL REIMBURSEMENT

\$301.00  
**\$301.00** Subtotal for Dept. Police  
**\$301.00** Subtotal for Vendor

## TOWNSQUARE MEDIA

9921 BROADCAST/STREAMING/TRADE

\$1,000.00  
**\$1,000.00** Subtotal for Dept. Aquatics

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

**\$1,000.00** Subtotal for Vendor

## US DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

RIN0025259 CHARGE FOR FINDING #2 & 4

\$12,666.00

**\$12,666.00** Subtotal for Dept. Planning

**\$12,666.00** Subtotal for Vendor

## VENTURE TECHNOLOGIES/ISC, INC.

SIN010311 HARD DRIVE

\$658.00

SIN010313 HARD DRIVE

\$109.96

SCR000559 EQUIPMENT RETURN

(\$1,002.00)

SIN009739 PATCH CORDS

\$1,473.76

SCR000560 EQUIPMENT RETURN

(\$137.76)

**\$1,101.96** Subtotal for Dept. City Manager

**\$1,101.96** Subtotal for Vendor

## VERIZON WIRELESS

9743160407 CELL PHONE SERVICE

\$88.86

**\$88.86** Subtotal for Dept. Communications Center

9744089306 CELL PHONE SERVICE

\$1,834.35

**\$1,834.35** Subtotal for Dept. Fire

9743160408 CELL PHONE SERVICE

\$3,682.14

9743160407 CELL PHONE SERVICE

\$162.97

**\$3,845.11** Subtotal for Dept. Police

9744089307 CELL PHONE SERVICE

\$40.01

**\$40.01** Subtotal for Dept. Special Assistance

**\$5,808.33** Subtotal for Vendor

## VISITS LLC

2028 CAR WASHES - COMMUNITY DEVELOP

\$25.00

**\$25.00** Subtotal for Dept. Code Enforcement

2024 CAR WASH TOKENS

\$231.30

**\$231.30** Subtotal for Dept. Police

**\$256.30** Subtotal for Vendor

## WALKER, CHRISTOPHER

0024140262 REFUND

\$17.88

**\$17.88** Subtotal for Dept. Water

**\$17.88** Subtotal for Vendor

## WALSH, JAMIE

0024140272 REFUND

\$15.67

**\$15.67** Subtotal for Dept. Water

**\$15.67** Subtotal for Vendor

## WESTERN WATER CONSULTANTS, INC.

150280002 15TH & ELM IMPROVEMENTS PROJ 1

\$149.49

**\$149.49** Subtotal for Dept. Sewer

150280002 15TH & ELM IMPROVEMENTS PROJ 1

\$9,054.34

**\$9,054.34** Subtotal for Dept. Streets

150280002 15TH & ELM IMPROVEMENTS PROJ 1

\$2,105.81

**\$2,105.81** Subtotal for Dept. Water

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

**\$11,309.64** Subtotal for Vendor

## WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0025229 MONTHLY PAYMENT \$6,857.00

RIN0025229 MONTHLY PAYMENT (\$685.70)

**\$6,171.30** Subtotal for Dept. Sewer

RIN0025229 MONTHLY PAYMENT (\$1,763.38)

**(\$1,763.38)** Subtotal for Dept. Waste Water

**\$4,407.92** Subtotal for Vendor

## WILLIAMS, PORTER, DAY & NEVILLE, P.C.

63097 ATTORNEY FEES \$400.00

**\$400.00** Subtotal for Dept. Property & Liability Insurance

**\$400.00** Subtotal for Vendor

## WLC ENGINEERING - SURVEYING - PLANNING

2015-10478 ENGINEERING SURVEYING SERVICES \$275.00

**\$275.00** Subtotal for Dept. Engineering

2015-10364 FIRST ST ROADWAY IMPROVEMENTS \$7,411.38

**\$7,411.38** Subtotal for Dept. Streets

**\$7,686.38** Subtotal for Vendor

## WOLVERINE DISTRIBUTING

150128 WYOMING HISTORIC FORTS ISBN \$163.90

**\$163.90** Subtotal for Dept. Fort Caspar

**\$163.90** Subtotal for Vendor

## WY. CONFERENCE OF MUNICIPAL COURTS

RIN0025231 REGISTRATION \$200.00

**\$200.00** Subtotal for Dept. Municipal Court

**\$200.00** Subtotal for Vendor

## WY. DEPT. OF TRANSPORTATION

0000074195 YELLOWSTONE AMEND#1 - W 2ND DA \$320.09

**\$320.09** Subtotal for Dept. Capital Projects

**\$320.09** Subtotal for Vendor

## WY. MEDICAL CENTER

681280 SHARPS CONTAINERS \$17.10

**\$17.10** Subtotal for Dept. Police

**\$17.10** Subtotal for Vendor

## WYO POETS

RIN0025218 REFUND OF EVENT DEPOSIT 041815 \$102.50

**\$102.50** Subtotal for Dept. Recreation

**\$102.50** Subtotal for Vendor

## YOUTH CRISIS CENTER CORP.

MAR2015 YCC MARCH MONTHLY EXPENSES \$5,016.03

**\$5,016.03** Subtotal for Dept. Social Community Services

**\$5,016.03** Subtotal for Vendor

# Bills and Claims

City of Casper

22-Apr-15 to 05-May-15

**Grand Total**                      **\$1,638,028.49**

Approved By:

On:

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 05/05/15

**Payroll Disbursements**

4/20/15	EXCEPTION PAYROLL	\$	935.57
4/20/15	BENEFITS & DEDUCTIONS	\$	156.41
4/23/15	CITY PAYROLL	\$	1,145,916.26
4/23/15	BENEFITS & DEDUCTIONS	\$	194,898.76
4/24/15	FIRE PAYROLL	\$	161,247.84
4/24/15	BENEFITS & DEDUCTIONS	\$	28,881.58

<b>Total Payroll</b>	<b>\$ <u>1,532,036.42</u></b>
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**Additional Fees**

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

First American Title Insurance Escrow/closing fee	Pre-writ 04/17/15 after B & C was completed for 04/21/15 Council meeting	\$	4,905.00
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<b>Total Additional AP</b>	<b>\$ <u>4,905.00</u></b>
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April 24, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director



SUBJECT: Establishing May 19, 2015 as the date of a public hearing for the consideration of a vacation and replat to create Harmony Hills Addition No. 2 – Phase 1, and a zone change of a portion of said Harmony Hills Addition No. 2 – Phase 1 from PUD (Planned Unit Development) to R-2 (One Unit Residential).

Recommendation:

That Council, by minute action, establish May 19, 2015 as the date of public hearing for consideration of an ordinance approving a vacation and replat to create Harmony Hills Addition No. 2 – Phase 1, comprising 39.45-acres, more or less, currently described as portions of Sunrise Hills No. 3, Sunrise Hills No. 9, Sunrise Hills Addition No. 12, Garden Creek Hills Patio Homes No. 1, and Tract A, Harmony Hills No. 1, generally located at the southeast intersection of South Poplar Street and SE Wyoming Boulevard; and rezoning of a portion of the same from PUD (Planned Unit Development) to R-2 (One Unit Residential).

Summary:

At the May 5, 2015 City Council meeting, Council will consider a Resolution creating the preliminary plat for the 106-acre-more or less, Harmony Hills Addition No. 2. The applicants have also applied for a vacation and replat creating the Harmony Hills Addition No. 2 – Phase 1, which will be considered at a public hearing on May 19, 2015, along with an associated zone change. All of Harmony Hills Addition No. 2 is currently undeveloped and is zoned C-2 (General Business) and PUD (Planned Unit Development). The applicant wishes to construct Harmony Hills Addition No. 2 in several phases. Harmony Hills Addition No. 2 – Phase I is the first of these phases.

May 5, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director   
Joy Clark, Community Development Technician

SUBJECT: Proposed Uses of Program Year 2015/2016 Community Development Block Grant Funds

Recommendation:

That Council, by minute action, establish May 19, 2015 as the public hearing date to solicit community input toward the City of Casper's use of Program Year 2015/2016 Community Development Block Grant (CDBG) funds.

Summary:

As a recipient of entitlement Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), the City wishes to solicit community opinion in its submission of an Annual Action Plan outlining its proposed use of CDBG funds. The CDBG allocation for FY2015/2016 is **\$272,671**.

A summary of the proposed projects follows:

- Transportation Programs: **\$35,000** for ridership tokens to low income individuals for The Bus and CATC.
- Housing Rehabilitation Assistance Program: **\$25,671** for assistance to low-moderate income (LMI) homeowners with emergency repairs and program-related costs.
- LifeSteps Campus Care: **\$75,000** for necessary repairs and capital improvements.
- General Administration Costs: **\$54,000** to provide for salary and benefits for one full-time employee.
- Housing Initiatives: **\$45,000** to continue to address the housing needs in Casper for emergency, transitional, and market affordable shelters and units.
- City Core Revitalization Activities: **\$20,000** for matching façade grants.
- Clearance and Demolition: **\$18,000** for activities that remove health and safety issues in LMI areas.

This summary has been published in the Casper Star-Tribune, copies have been made available at the City of Casper Community Development Office, Natrona County Public Library, Casper Housing Authority, local HUD office, Community Action Partnership, Wyoming Community Development Authority, and Transitional Housing Office at LifeSteps Campus, electronically at [www.cityofcasperwy.com](http://www.cityofcasperwy.com) (Community Development), and presented at a public meeting at King's Corner, 112 S. Beech. Comments have, and will be, collected in writing from the partner agencies, recorded in person at the partner agencies and public meeting, and printed from email. A thirty (30) day public comment period commenced on April 24, 2015 and will conclude at 5 PM, May 23, 2015.

HUD requires that the public hearing address housing and community development needs, development of proposed activities, and a review of program performance from prior years.

The projects must meet one of three national objectives of the CDBG program: benefiting the low income population of Casper, addressing slum and blight, and/or urgent need. To ensure the public hearing is meaningful to the citizens, law requires that it be held in the presence of the Mayor and City Council members. The public hearing will be held on May 19, 2015 where a draft of the Program Year 2015/16 Annual Action Plan will be presented, and comments solicited. Any comments received at the public hearing will be used to prepare the final Plan. Review and final approval will be on June 2, 2015.

April 24, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of an ordinance approving an annexation and replat creating the Begonia Bluffs Addition; the vacation of Proposed Lots 2 and 3, Begonia Bluffs Addition as Parkland; and consideration of an appeal of the Planning and Zoning Commission's decision to deny the zoning of Lot 1, Begonia Bluffs Addition as PH (Park Historic) and Lots 2 and 3, Begonia Bluffs Addition as R-2 (One Unit Residential).

Recommendation:

That Council, by minute action, establish June 2, 2015 as the public hearing date for consideration of an ordinance approving an annexation and replat creating the Begonia Bluffs Addition; the vacation of Proposed Lots 2 and 3, Begonia Bluffs Addition as Parkland; and consideration of an appeal of the Planning and Zoning Commission's decision to deny the zoning of Lot 1, Begonia Bluffs Addition as PH (Park Historic) and Lots 2 and 3, Begonia Bluffs Addition as R-2 (One Unit Residential).

Summary:

In 2014 Natrona County transferred a 6.7-acre, more or less, parcel of unplatted, riverfront property at the northern tip of Paradise Valley to the City of Casper. The property is located in unincorporated Natrona County, but is contiguous with the City of Casper limits on its southern boundary. Adjacent to the parcel, immediately to the south, is a 1.28-acre, more or less, undeveloped City park ("Begonia Park"), which was dedicated as a park in the late 1970's as a part of the Platte View Bluffs Subdivision. The park parcel is currently fenced with a six-foot high chain-link fence, is in a natural, unimproved state, and has never been used as a formal City park.

Several actions are under consideration that ultimately will result in the creation of a new subdivision, the Begonia Bluffs Addition. First, the City is proposing to annex the 6.7-acre parcel acquired from the County last year, and to incorporate it into the new subdivision as Lot 1, Begonia Bluffs Addition. The western portion of Begonia Park is proposed to be vacated as parkland, replatted, and rezoned to R-2 (One Unit Residential), in preparation for the eventual sale of the two (2) lots (Lots 2 & 3, Begonia Bluffs Addition) as single-family residential properties. The proceeds from the sale of the two (2) lots could assist with the cost of constructing a pedestrian bridge across the river or could contribute to the cost for other trails projects, at the Council's discretion.

Currently, the Platte River Parkway Trail terminates at a park at the north side of the intersection of Riverbend Road and Paradise Drive. The plan for Lot 1, Begonia Bluffs Addition is to retain it as parkland for the possible construction of a trailhead park, with a small parking area, and an extension of the trail across the property. A bridge could be constructed from Lot 1, to the north side of the river, where it would continue to the west, and eventually tie into the pedestrian trail that will be constructed this summer along Robertson Road, and south to the Oregon Trail School. Other locations for a river crossing to tie in with the trail currently under construction along Robertson Road are also being explored.

Aside from the typical processes involved in annexing, platting, and zoning to create a new subdivision, this proposal requires the extra step of vacating, as public parkland, the portion of Begonia Park that is being replatted to create Lots 2 & 3, Begonia Bluffs Addition. The process for the vacation of public parkland is dictated by State Statutes. In order to legally vacate a park, it has to have been owned by the City for a minimum of ten (10) years, and the park cannot have been in “substantial use” as a park during that time. The property has been dedicated as a park since the late 1970’s, and has never been improved or used as a formal park. Furthermore, a six (6) foot high fence surrounds the property to prevent public access to the parcel; therefore, the necessary conditions for a vacation exist. Although approximately  $\frac{3}{4}$ -acre will be vacated and developed, 7.32-acres of property will be retained as public parkland with the approval of the Begonia Bluffs Addition. The recently adopted 2014 Park and Open Space Improvement Plan does not propose future development for Begonia Park.

The creation of the Begonia Bluffs Addition can be considered infill, in that two (2) additional housing lots are being created on an otherwise, underutilized parcel. The creation of Begonia Bluffs could also allow for the westward expansion of the Platte River Parkway Trail system by providing an option for a connection across the river to incorporate the River West area into the City’s trail system.

At a public hearing on March 24, 2015, the Planning and Zoning Commission approved the requested annexation and replat creating the Begonia Bluffs Addition. The Planning and Zoning Commission recommended denial of the vacation of the parkland for two (2) primary reasons. First, they were concerned with the loss of parkland, and second, they were concerned that the proceeds from the sale of the two (2) proposed residential lots would not be earmarked for the bridge across the river and trail extension. Given the Planning and Zoning Commission’s concerns, they also denied the zone changes; however, the City Council has filed an appeal of the Planning and Zoning Commission’s decision in order to ensure that, at a minimum, the newly annexed area is provided with zoning, and secondarily, to have the opportunity to discuss the entire proposal as a complete package. Several neighbors spoke in opposition to these cases, citing concerns about the development of the area, security concerns, and their desire to obtain exclusive access to the City’s property located between their properties and the river.

April 24, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Cancellation of the May 5, 2015 public hearing for the consideration of the preliminary plat of Harmony Hills Addition No. 2, and the associated rezoning.

Recommendation:

That Council, by minute action, cancel the May 5, 2015 public hearing for the consideration of the preliminary creating the Harmony Hills Addition No. 2, and the associated rezoning.

Summary:

At the April 21, 2015 City Council meeting, the Council, by minute action, established May 5, 2015 as the public hearing date for the preliminary plat creating the Harmony Hills Addition No. 2. In that preliminary plats are approved by Resolution, without the need for a public hearing, staff is requesting that the public hearing be cancelled. In a companion item, Council will be establishing May 19, 2015 as the public hearing date for consideration of a vacation and replat creating Harmony Hills Addition No. 2 – Phase 1. The Resolution creating the Harmony Hills Addition No. 2 preliminary plat will be considered at the May 5, 2015 meeting.

ORDINANCE NO. 4-15

AN ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE 17 OF THE CASPER MUNICIPAL CODE PERTAINING TO FLOODPLAIN MANAGEMENT STANDARDS.

WHEREAS, the Federal Emergency Management Agency (FEMA) completed a re-evaluation of flood hazards for Natrona County, Wyoming; and,

WHEREAS, the proposed flood hazard determinations for Natrona County, Wyoming were published in the *Casper Star-Tribune* and *The Casper Journal* on March 18, 2014, and March 25, 2014; and,

WHEREAS, the 90-day appeal period, initiated March 25, 2014, ended and no appeals were received; therefore, the flood hazard determinations are final; and,

WHEREAS, FEMA has provided the final Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) information, effective May 18, 2015, to the City of Casper; and,

WHEREAS, the City of Casper is required to update its floodplain management regulations to the minimum National Flood Insurance Program (NFIP) standards to remain eligible for the program; and,

WHEREAS, City Council reviewed the required NFIP updates, as well as proposed higher standards for increased safety and enhancement of Casper's Community Rating System program, at work sessions held February 24, 2015 and February 27, 2015; and,

WHEREAS, the City of Casper desires to update its floodplain management regulations, incorporating the updated flood hazard information, and implement higher standards for one foot of freeboard and a repetitive loss provision.

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

SECTION 1:

That certain definitions of Section 17.20.030 of the Casper Municipal Code, pertaining to floodplain management definitions, are amended as follows:

~~“Area of special flood hazard” is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the~~

~~FIRM, zone A usually is refined into zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.~~

“Flood Insurance Rate Map” (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated ~~both~~ the areas of SPECIAL FLOOD HAZARDS AREAS (SFHAs), THE BASE FLOOD ELEVATIONS (BFEs), and the risk premium zones applicable to the community.

“Mean sea level” means, for purposes of the National Flood Insurance Program, the ~~National Geodetic Vertical Datum (NGVD) of 1929~~ NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988 or other datum, to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced.

“SPECIAL FLOOD HAZARD AREA (SFHA)” – AN AREA HAVING SPECIAL FLOOD, MUDFLOW OR FLOOD-RELATED EROSION HAZARDS AND SHOWN ON A FLOOD INSURANCE RATE MAP (FIRM) ZONE A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE OR V. FOR THE PURPOSE OF DETERMINING COMMUNITY RATING SYSTEM (CRS) PREMIUM DISCOUNTS, ALL AR AND A99 ZONES ARE TREATED AS NON-SFHAS.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred. SUBSTANTIAL DAMAGE ALSO MEANS FLOOD-RELATED DAMAGES SUSTAINED BY A STRUCTURE ON TWO SEPARATE OCCASIONS DURING A TEN YEAR PERIOD FOR WHICH THE COST OF REPAIRS AT THE TIME OF EACH SUCH FLOOD EVENT, ON THE AVERAGE, EQUALS OR EXCEEDS TWENTY-FIVE PERCENT OF THE MARKET VALUE OF THE STRUCTURE BEFORE THE DAMAGE OCCURRED.

“Water surface elevation” means the height, in relation to the ~~National Geodetic Vertical Datum (NGVD) of 1929~~ NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

## SECTION 2:

That paragraphs A. and B. of Section 17.20.040 of the Casper Municipal Code, pertaining to floodplain management general provisions, are amended as follows:

- A. This chapter shall apply to all ~~areas of special flood hazard~~ SFHAS within the jurisdiction of the city of Casper.
- B. The ~~areas of special flood hazard~~ SFHAS identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Natrona County, WYOMING AND INCORPORATED AREAS," dated ~~July 16, 2004~~ MAY 18, 2015, with accompanying Flood Insurance Rate Maps and ~~Flood Boundary Floodway Maps (FIRM and FBFM)~~ and any revisions thereto are hereby adopted by reference and declared to be a part of this chapter.

## SECTION 3:

That paragraphs A.5. and 6. of Section 17.20.060 of the Casper Municipal Code, pertaining to floodplain management duties and responsibilities of the floodplain administrator, are amended as follows:

5. Where interpretation is needed as to the exact location of the boundaries of the ~~areas of special flood hazards~~ SFHAs (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.
6. Notify, in riverine situations, adjacent communities and the state coordinating agency which is The Wyoming ~~Emergency Management Agency~~ OFFICE OF HOMELAND SECURITY, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

## SECTION 4:

That paragraph A. of Section 17.20.070 of the Casper Municipal Code, pertaining to floodplain management permit procedures, is amended as follows:

- A. AN application for a development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to ~~areas of special flood hazard~~ SFHAS.

## SECTION 5:

That paragraphs A. and B. of Section 17.20.080 of the Casper Municipal Code, pertaining to floodplain management variance procedures, are amended as follows:

- A. The Casper planning and zoning commission, hereinafter referred to as commission, shall hear and render judgement on requests for variances from the requirements of this chapter.
- B. The commission shall hear and render judgement on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter. Any such appeal shall be filed within thirty days of any such decision by the floodplain administrator, with notice of such appeal being filed with the Casper community development department.

## SECTION 6:

That paragraph A. of Section 17.20.090 of the Casper Municipal Code, pertaining to floodplain management general standards for flood hazard reduction, is amended as follows:

- A. In all ~~areas of special flood hazards~~ SFHAS the following provisions are required for all new construction and substantial improvements:

## SECTION 7:

That paragraphs A.1., 2. and 4. of Section 17.20.100 of the Casper Municipal Code, pertaining to floodplain management specific standards for flood hazard reduction, are amended as follows:

- A. In all ~~areas of special flood hazards~~ SFHAS where base flood elevation data has been provided as set forth in: (i) Section 17.20.040(B); (ii) Section 17.20.060(A)(8); or (iii) Section 17.20.110(C), the following provisions are required:
  1. Residential Construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated ~~to or~~ NO LESS THAN ONE FOOT above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in Section 17.20.070(A)(1), is satisfied.
  2. Nonresidential Construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated ~~to or~~ NO LESS THAN ONE FOOT above the base flood level or together with attendant utility and sanitary facilities, be designed so that below ONE FOOT ABOVE the base

flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.

4. Manufactured Homes.

- a. Require that all manufactured homes to be placed within zone A on a THE community's ~~FHBM~~ or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
- b. Require that manufactured homes that are placed or substantially improved within zones A1-30, AH, and AE on the community's FIRM on sites: (i) outside of a manufactured home park or subdivision; (ii) in a new manufactured home park or subdivision; (iii) in an expansion to an existing manufactured home park or subdivision; or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated ~~to~~ ~~or~~ NO LESS THAN ONE FOOT above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of Section 17.20.100(A)(4) of this section be elevated so that either:
  - (1) The lowest floor of the manufactured home is ~~at~~ ~~or~~ NO LESS THAN ONE FOOT above the base flood elevation; or
  - (2) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no

less than thirty-six inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

SECTION 8:

That paragraphs A.1. and 2. of Section 17.20.120 of the Casper Municipal Code, pertaining to floodplain management standards for areas of shallow flooding, are amended as follows:

- A. Located within the ~~areas of special flood hazard~~ SFHAS established in Section 17.20.040(B), are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:
  - 1. All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as ONE FOOT ABOVE the depth number specified in feet on the community's FIRM (at least ~~two~~ THREE feet if no depth number is specified);
  - 2. All new construction and substantial improvements of non-residential structures;
    - a. Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as ONE FOOT ABOVE the depth number specified in feet on the community's FIRM (at least ~~two~~ THREE feet if no depth number is specified); or
    - b. Together with attendant utility and sanitary facilities be designed so that below ONE FOOT ABOVE the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy;

SECTION 9:

That paragraph A. of Section 17.20.130 of the Casper Municipal Code, pertaining to floodplain management floodways, is amended as follows:

- A. Floodways located within ~~areas of special flood hazard~~ SFHAS established in Section 17.20.040(B), are areas designated as floodways.

SECTION 10:

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

PASSED on 1st reading the 7<sup>th</sup> day of April, 2015.

PASSED on 2nd reading the 21<sup>st</sup> day of April, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

Walter Trumbo

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

April 27, 2015

MEMO TO: John Patterson, City Manager  
FROM: Jim Wetzel, Chief of Police  
SUBJECT: Amendment of Ordinance No. 5.08.450 Regarding Public Intoxication.

Recommendation:

That Council, by ordinance, amend Section 5.08.450 of the Casper Municipal Code pertaining to public intoxication.

Summary:

Council has requested some changes be made to Section 5.08.450 of the Casper Municipal Code pertaining to public intoxication.

Staff has prepared an amendment to this ordinance which incorporates language from similar ordinances in other jurisdictions in order to clarify the behavior which would be prohibited under this ordinance section. These amendments were presented to Council at a recent work session and are being brought forward as recommended by Council.

The amended ordinance accompanies this memo for Council's formal consideration and passage.

ORDINANCE NO. 5-15\_\_

AN ORDINANCE AMENDING SECTION 5.08.450 OF THE CASPER MUNICIPAL CODE PERTAINING TO PUBLIC INTOXICATION.

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

Section 1:

Section 5.08.450 of the Casper Municipal Code shall be amended to read as follows:

**5.08.450 PUBLIC INTOXICATION PROHIBITED.**

~~Every person within the limits of the city who is found drunk or in a state of intoxication within the city or who is found drunk or in a state of intoxication in the streets, alleys or other public places within the city, or who is found intruding upon any private premises without the consent of the owner or occupant thereof, or in that condition annoying and frightening passers by on streets or sidewalks, or sleeping in that condition in any public place within the city, is guilty of a misdemeanor. UNDER THE INFLUENCE OF ALCOHOL OR ANY DRUG in a state of intoxication is guilty of a misdemeanor if they are found:~~

- A. UPON ANY CITY STREET, ALLEY, OR THOROUGHFARE, OR IN ANY PUBLIC OR SEMI-PUBLIC PLACE WITHIN THE CITY WHERE THE PUBLIC HAS THE LIBERTY TO ENTER AND EXIT, OR IN ANY VEHICLE ON PUBLIC OR SEMI-PUBLIC PROPERTY WITHIN THE CITY, IN SUCH A CONDITION THAT HE OR SHE IS UNABLE TO EXERCISE CARE FOR HIS OR HER OWN SAFETY OR THE SAFETY OF OTHERS; OR,**
- B. INTERFERING WITH, OBSTRUCTING, OR PREVENTING THE FREE USE OF ANY STREET, SIDEWALK, OR OTHER PUBLIC WAY; OR**
- C. SLEEPING OR UNCONSCIOUS IN THAT CONDITION IN ANY PUBLIC OR SEMI-PUBLIC PLACE WITHIN THE CITY; OR,**
- D. INTRUDING UPON ANY PRIVATE PREMISES WITHOUT THE CONSENT OF THE OWNER OR OCCUPANT THEREFORE; OR,**
- E. TURBULENT, VIOLENT, MENACING OR DISORDERLY TO SUCH AN EXTENT AS TO JEOPARDIZE PERSONS OR PROPERTY OR TO SUCH AN EXTENT AS TO MENACE THE PUBLIC PEACE AND SAFETY.**

Section 2:

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

PASSED on first reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

PASSED on second reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

PASSED, APPROVED AND ADOPTED on third and final reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
VH McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

April 24, 2015

MEMO TO: John Patterson, City Manager

FROM: Gary G. Way, Assistant City Attorney



SUBJECT: Amendment of Municipal Code Section 9.12.030 relating to Trespassing.

Recommendation:

That Council, by ordinance, amend Section 9.12.030 of the Casper Municipal Code pertaining to trespassing in order to clarify and more accurately describe the prohibited behavior.

Summary:

Under the current City trespass ordinance, a person may only be found guilty if they have previously been personally advised not to trespass and then refuse to depart or thereafter enter upon such land. The current ordinance fails to cover incidents where persons enter or go upon land where they reasonably know, such as through signage, that they have no right be. Without prior verbal notification of the prohibition, the individual cannot be prosecuted under the current City ordinance.

An amended ordinance has been prepared for Council's consideration to amend the City's current trespass ordinance to bring it into conformance with Section 6-3-303 of the Wyoming state statutes in order to allow for notice against trespass to be given by signage as well as verbal notification.

ORDINANCE NO. 6-15\_\_\_\_\_

AN ORDINANCE AMENDING SECTION 9.12.030 OF THE CASPER MUNICIPAL CODE PERTAINING TO TRESPASSING.

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

Section 1:

Section 9.12.030 of the Casper Municipal Code shall be amended to read as follows:

**9.12.030 Trespassing—Prohibited generally.**

**A. A PERSON IS GUILTY OF TRESPASSING IF HE ENTERS OR REMAINS ON OR IN THE LAND OR PREMISES OF ANOTHER PERSON, KNOWING HE IS NOT AUTHORIZED TO DO SO, OR AFTER BEING NOTIFIED TO DEPART OR TO NOT TRESPASS. FOR PURPOSES OF THIS SECTION, NOTICE IS GIVEN BY:**

- 1. PERSONAL COMMUNICATION TO THE PERSON BY THE OWNER OR OCCUPANT, OR HIS AGENT, OR BY A PEACE OFFICER; OR**
- 2. POSTING OF SIGNS REASONABLY LIKELY TO COME TO THE ATTENTION OF INTRUDERS.**

~~For the purpose of this section a trespasser is defined as any person who, being about to enter unlawfully upon the lands or buildings of another, shall be forbidden to do so by the owner or occupant thereof, or his agent or servant; or who being lawfully or unlawfully upon the lands or buildings of another, shall be notified to depart therefrom by the owner or occupant, or his agent or servant, and shall thereafter enter upon such land, or neglect or refuse to depart therefrom.~~

B. No person shall be a trespasser within the city.

Section 2:

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

PASSED on first reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

PASSED on second reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

PASSED, APPROVED AND ADOPTED on third and final reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

April 24, 2015

MEMO TO: John Patterson, City Manager

FROM: Gary G. Way, Assistant City Attorney



SUBJECT: Amendment of Municipal Code Section 10.12.010 relating to Motor Vehicle Operator's Licensing.

Recommendation:

That Council, by ordinance, amend Section 10.12.010 of the Casper Municipal Code pertaining to motor vehicle operator's licenses to eliminate the reference to a chauffeur's license, and more closely reflect other changes in Wyoming Statute § 31-7-106 and subsequent licensing requirements and classifications.

Summary:

The State has eliminated the chauffeur's classification for motor vehicle operator's licensing in favor of adopting the United States universal standards for a Commercial Driver's License, (CDL) to cover drivers of all classes of commercial vehicles. The State has also passed numerous limited privilege classifications of licensing primarily limiting operating privileges of youthful drivers and those having been convicted of various serious driving offenses, such as driving while under the influence with a blood alcohol content over .15%.

The proposed amendment of the City ordinance would provide enforcement authority for City officers to enforce all the violations of the many driver's license classes and types now being issued by not only Wyoming, but other states as well.

ORDINANCE NO. 7-15 \_\_

AN ORDINANCE AMENDING SECTION 10.12.010 OF THE CASPER MUNICIPAL CODE PERTAINING TO OPERATOR'S LICENSE REQUIREMENTS.

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

Section 1:

Section 10.12.010 of the Casper Municipal Code shall be amended to read as follows:

**10.12.010 Operator's License ~~or Chauffeur's License~~ Required ~~When~~.**

It is unlawful for any person to drive, ~~a motor vehicle upon the streets of this city~~ **STEER OR EXERCISE ANY DEGREE OF PHYSICAL CONTROL OF ANY MOTOR VEHICLE OR A VEHICLE BEING TOWED BY A MOTOR VEHICLE UPON THE STREETS OF THIS CITY** unless such person has in his possession a valid operator's license issued or recognized by the State ~~if such operator's license is required of such person under the laws of the state, or chauffeur's license if a chauffeur's license is required.~~ **FOR THE CLASS AND TYPE WITH APPLICABLE ENDORSEMENTS VALID FOR THE MOTOR VEHICLE BEING DRIVEN.**

Section 2:

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

PASSED on first reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

PASSED on second reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

PASSED, APPROVED AND ADOPTED on third and final reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
VH McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

April 24, 2015

MEMO TO: John Patterson, City Manager

FROM: Gary G. Way, Assistant City Attorney



SUBJECT: Amendment of Municipal Code Section 10.18.020 to Incorporate the Child Restraint System Usage Requirements of State Law.

Recommendation:

That Council, by ordinance, amend Section 10.18.020 of the Casper Municipal Code pertaining to the use of safety belts to encompass amendments to Wyoming state statutes regarding the use of child restraint systems.

Summary:

The State of Wyoming has enacted more comprehensive laws with reference to the required use of child restraint systems. The City is prohibited from simply adopting by reference the state statutes regarding seat belt and child restraint systems under Section 15-1-119(a) of the Wyoming statutes, and as such, it is necessary to amend the current City ordinance to incorporate these changes.

An amended ordinance has been prepared for Council's consideration which will incorporate the state statutory provisions regarding the use of child restraint systems into the Casper Municipal Code in order that these provisions may be enforced through the Municipal Court.

ORDINANCE NO. 8-15 \_\_\_\_

AN ORDINANCE AMENDING SECTION 10.18.020 OF THE CASPER MUNICIPAL CODE PERTAINING TO SAFETY BELT AND CHILD RESTRAINT REQUIREMENTS.

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

Section 1:

Section 10.18.020 of the Casper Municipal Code shall be amended to read as follows:

**10.18.020 Safety belt AND CHILD RESTRAINT SYSTEM usage required when.**

**A. EXCEPT AS PROVIDED IN SUBSECTION B OF THIS SECTION:**

1. Each driver and passenger of a motor vehicle **WHO HAS REACHED THEIR NINTH BIRTHDAY** ~~operated in Casper shall wear, and each driver of a motor vehicle shall require that a passenger under twelve years of age shall wear,~~ a properly adjusted and fastened safety belt when the motor vehicle is in motion on public streets and highways.

2. **NO PERSON SHALL OPERATE A PASSENGER VEHICLE IN THIS CITY UNLESS EACH CHILD WHO IS A PASSENGER IN THAT VEHICLE AND WHO HAS NOT REACHED HIS NINTH BIRTHDAY IS PROPERLY SECURED IN A CHILD SAFETY RESTRAINT SYSTEM IN A SEAT OF THE VEHICLE OTHER THAN THE FRONT SEAT, EXCEPT IF THE VEHICLE IS ONLY EQUIPPED WITH ONE (1) ROW OF SEATS, OR IF ALL SAFETY BELTS IN THE ROWS OF SEATS BEHIND THE FRONT SEAT ARE IN USE BY OTHER CHILD PASSENGERS IN THE VEHICLE, THE CHILD MAY BE PROPERLY SECURED IN A CHILD SAFETY RESTRAINT SYSTEM IN THE FRONT PASSENGER SEAT OF THE VEHICLE, EXCEPT THAT A REAR-FACING INFANT SEAT SHALL NOT BE PLACED IN FRONT OF AN ACTIVE AIRBAG.**

3. **NO MOTOR VEHICLE SHALL BE HALTED SOLELY FOR A VIOLATION OF THIS SECTION.**

B. Subsection A of this section does not apply to:

1. Any person who has a written statement from a **LICENSED** physician that it is not advisable for the person to wear A safety belt **OR BE RESTRAINED IN A CHILD SAFETY RESTRAINT SYSTEM** for **WEIGHT OR** physical or medical reasons. **A PERSON OPERATING A PASSENGER VEHICLE TRANSPORTING A CHILD SHALL CARRY IN THE VEHICLE THE PHYSICIAN'S SIGNED STATEMENT CERTIFYING THAT THE CHILD SHOULD NOT BE RESTRAINED IN A CHILD RESTRAINT SYSTEM;**
2. Any passenger vehicle which is not required to be equipped with safety belts under federal law;
3. A carrier of the United States postal service performing duties as a postal carrier;
4. ~~Any person properly secured in a child safety restraint system in accordance with Wyoming Statutes Sections 31-5-1301 through 31-5-1305; or~~
- 5.4. Any person occupying a seat in a vehicle in which all operable safety restraints are being used by the driver or passengers **IN CONFORMANCE WITH SUBSECTION A and OR** any person occupying a seat in a vehicle originally manufactured without a safety belt;
5. **THE DRIVER OF THE VEHICLE IS RENDERING AID OR ASSISTANCE TO A CHILD OR HIS PARENT OR GUARDIAN.**

Section 2:

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

PASSED on first reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

PASSED on second reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

PASSED, APPROVED AND ADOPTED on third and final reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 City Attorney

ATTEST:

CITY OF CASPER, WYOMING  
 A Municipal Corporation

\_\_\_\_\_  
 V. H. McDonald  
 City Clerk

\_\_\_\_\_  
 Charlie Powell  
 Mayor

April 24, 2015

MEMO TO: John Patterson, City Manager

FROM: Gary G. Way, Assistant City Attorney



SUBJECT: Amendment of Municipal Ordinance 10.18.030 regarding Violations and Penalties for Violations of the Seat Belt Ordinance.

Recommendation:

That Council, by ordinance, amend Section 10.18.030 of the Casper Municipal Code pertaining to violations of the City's seat belt requirements in order to conform this Section with proposed amendments to Section 10.18.020 of the Casper Municipal Code.

Summary:

This amendment is being brought forward in order to bring the Casper Municipal Code in line with changes in state law regarding the use of seat belts and child restraint systems.

This amendment is being proposed in order to conform Section 10.18.030 of the Casper Municipal Code with amendments being requested to Section 10.18.020 pertaining to seat belt and child restraint system usage. By making all of these amendments, City code will then mirror the state law requirements for seat belt and child restraint usage requirements.

ORDINANCE NO. 9-15 \_\_\_\_

AN ORDINANCE AMENDING SECTION 10.18.030 OF THE CASPER MUNICIPAL CODE PERTAINING TO VIOLATIONS AND PENALTIES RELATING TO THE SEAT BELT ORDINANCE.

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

Section 1:

Section 10.18.030 of the Casper Municipal Code shall be amended to read as follows:

10.18.030: Violations and Penalty.

A. No violation of this chapter shall;

1. Be counted as a moving violation for the purpose of suspending a driver's license under Wyoming Statutes Section 31-7-129.
2. Be grounds for increasing insurance premiums or made a part of the abstracts kept by the department pursuant to Wyoming Statutes Section 31-5-1214.

~~B. No motor vehicle shall be halted solely for a violation of this section. A citation for a moving violation of the motor vehicle laws of this state or city shall be issued prior to issuance of a citation for violating seat belt usage requirements of this section.~~

**C.B.** All citations for violations of the motor vehicle laws of this state and for violations of traffic ordinances or traffic regulations of a local authority shall contain a notation by the issuing officer indicating whether the driver and passengers complied with this section. Compliance with this section shall entitle a licensee to a ten dollar reduction in the fine otherwise imposed by any court having jurisdiction over the alleged offense. The driver who violates this section may be issued a citation and may be subject to a fine of not more than twenty-five dollars. Any passenger who violates this section may be issued a citation and may be subject to a fine of not more than ten dollars.

C. Evidence of a person's failure to wear a safety belt as required by this section shall not be admissible in any civil action.

Section 2:

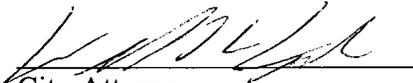
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

PASSED on second reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

PASSED, APPROVED AND ADOPTED on third and final reading this \_\_\_\_ day  
of \_\_\_\_\_ 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

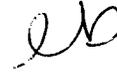
\_\_\_\_\_  
VH McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

April 27, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director



SUBJECT: Consideration of a preliminary plat for Harmony Hills Addition No. 2.

Recommendation:

That Council, by resolution, approve a preliminary plat for the Harmony Hills Addition No. 2, comprising 106.16-acres, more or less, generally located at the southeast intersection of South Poplar Street and SE Wyoming Boulevard.

Summary:

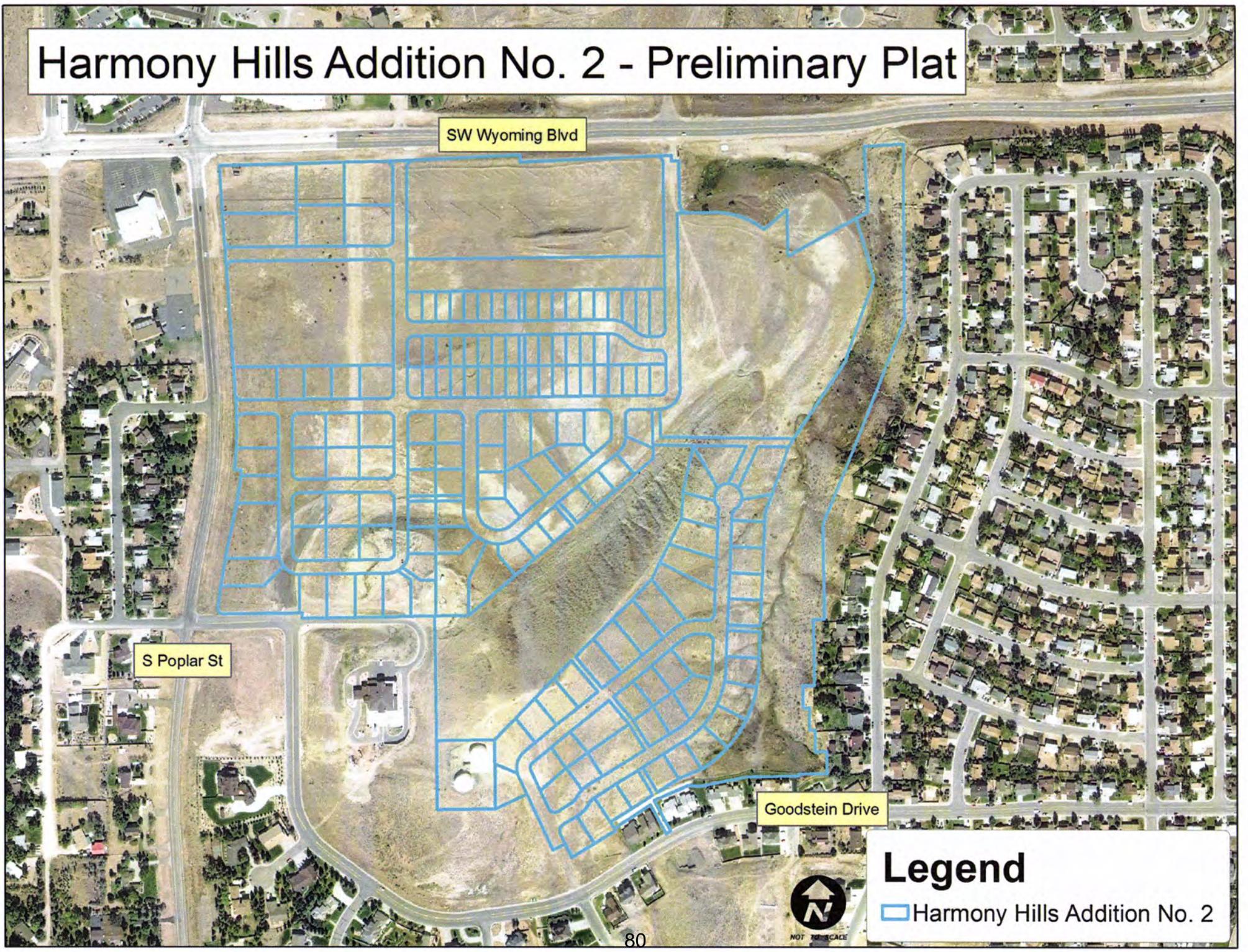
High Plains Investments, LLC has applied for preliminary plat approval of 106-acres, more or less, to create the Harmony Hills Addition No. 2. The subject property is currently undeveloped and is zoned C-2 (General Business) and PUD (Planned Unit Development). The area encompassing Harmony Hills Addition No. 2 comprises all of Sunrise Hills No. 3, and portions of Sunrise Hills No. 9, Sunrise Hills Addition No. 12, Garden Creek Hills Patio Homes No. 1 and Tract A, Harmony Hills Addition No. 1, and is projected to create one hundred and fifty three (153) lots and eleven (11) tracts. These lots/tracts are intended for both commercial and residential land uses. Surrounding zoning in the area is R-1 (Residential Estate) to the east and south, and R-2 (One Unit Residential) to the southeast. Land uses in the immediate area are predominately single family residential. Open space, commercial uses, and educational land uses exist north of the subject property, across SE Wyoming Blvd. Preliminary plats are not recorded once approved, and simply provide an overall design and layout of the subdivision, and confer upon the applicant the right to apply for final plat approval for all or a part of the subdivision. The applicant wishes to construct Harmony Hills Addition No. 2 in several phases.

The Commission has included six (6) conditions related to the Harmony Hills Addition No. 2 preliminary plat that state that the applicant must construct eight (8) foot wide sidewalks/pedestrian pathways within the subdivisions mid-block pedestrian right-of-ways per Municipal Code Section 16.16.020, construct detached public sidewalks along all streets including South Poplar Street and Wyoming Boulevard, prohibit curb cuts and vehicular access to Wyoming Boulevard and South Poplar Street, perform all necessary on or off-site traffic improvements dictated by the traffic study, and provide a drainage study and grading plan. All future plats in the area will be required to be consistent with the preliminary plat, and will be required to adhere to its conditions of approval. Any major changes would necessitate the approval of an amended preliminary plat.

The Planning and Zoning Commission approved the requested preliminary plat with conditions at their public hearing on March 24, 2015, and is forwarding a “do-pass” recommendation to the City Council. Four (4) public comments were made in regard to this case. All four (4) comments are against or express concerns regarding the proposed Harmony Hills Addition No. 2 and include a property dispute with a neighboring homeowner’s association, increased traffic and noise, wildlife impact, pollution, topographic changes, and lack of pedestrian and bicycle improvements.

A resolution has been prepared for Council’s consideration.

# Harmony Hills Addition No. 2 - Preliminary Plat



SW Wyoming Blvd

S Poplar St

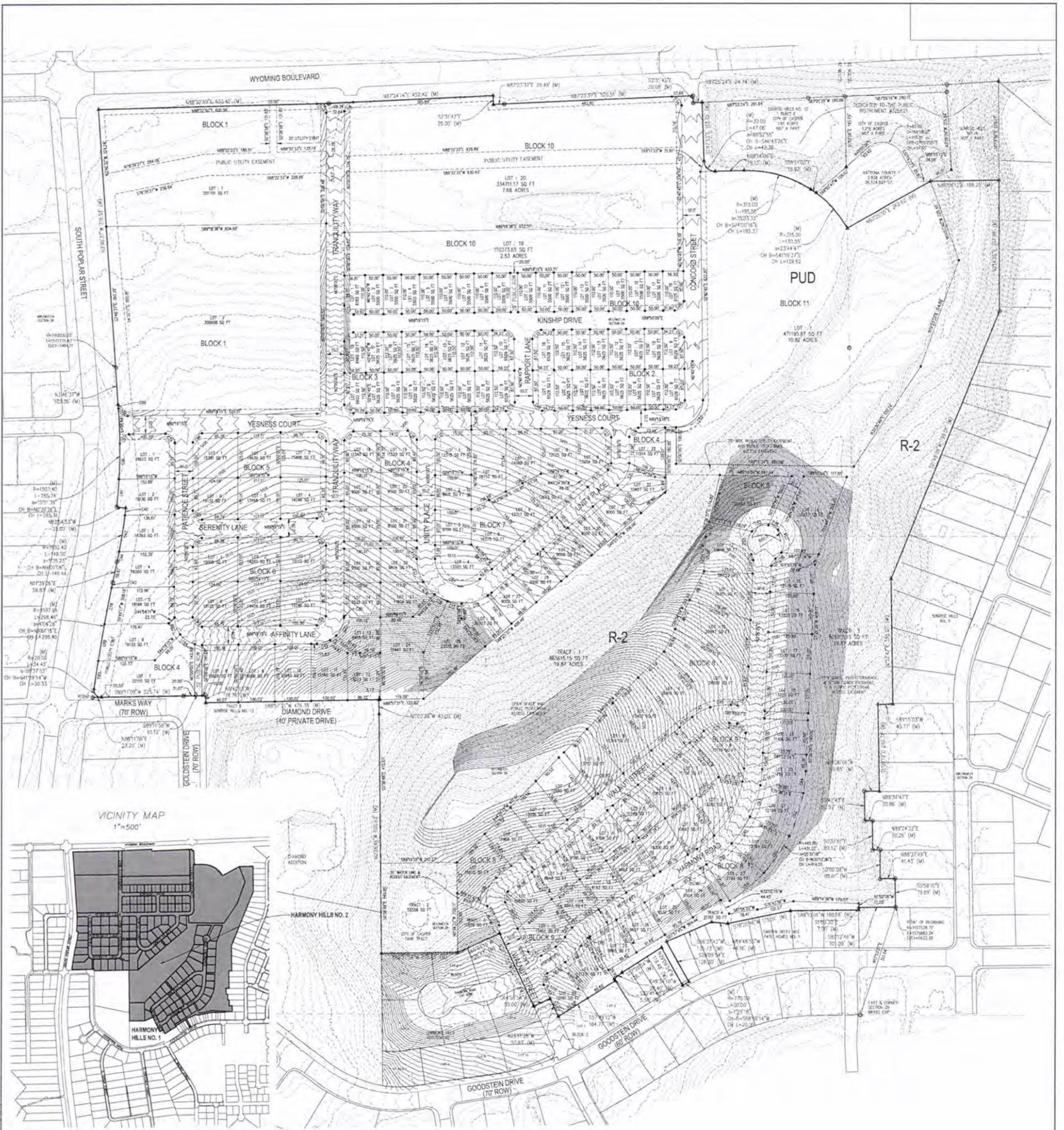
Goodstein Drive

## Legend

□ Harmony Hills Addition No. 2



NOT TO SCALE



**OWNER/DEVELOPER**  
 HIGH PLAINS INVESTMENTS, LLC  
 421 SOUTH CENTER STREET  
 CASPER, WYOMING 82601

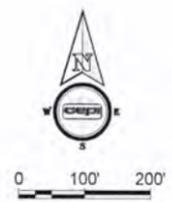
**ENGINEER**  
 CIVIL ENGINEERING PROFESSIONALS, INC.  
 6040 ENTERPRISE DRIVE  
 CASPER, WYOMING 82609

**INFORMATION:**  
 LOTS: 153 LOTS  
 TRACTS: 11 TRACTS  
 ZONING: PLANNED UNIT DEVELOPMENT (PUD)  
 AREA: 105.142 ACRES



- LEGEND**
- SET BRASS CAP
  - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
  - FOUND MONUMENT AS NOTED

\*\* ALL PUBLIC UTILITY EASEMENTS \*\*  
 ALONG STREET FRONTAGE TO BE 15'  
 UNLESS OTHERWISE NOTED



**PRELIMINARY PLAT OF  
 HARMONY HILLS ADDITION NO. 2**

AN ADDITION TO THE CITY OF CASPER, WYOMING  
 BEING A PORTION OF THE WEST 1/4 OF SECTION 28  
 AND THE NORTH 1/4 AND THE SOUTH 1/4 OF SECTION 29  
 T.33N., R.79W., 6TH P.M.  
 NATRONA COUNTY WYOMING  
 MARCH, 2015  
 W.C. #14-051

W:\Users\2015\2015\_03\_14\_1051\_Harmony\_Hills\_Addition\_No\_2\_Prelim\_Plat.dwg - Auxiliary.plt 10/1/14 2:17:20 PM, Brian

RESOLUTION NO. 15-102

A RESOLUTION APPROVING THE PRELIMINARY PLAT OF  
THE HARMONY HILLS ADDITION NO. 2.

WHEREAS, application has been made for preliminary plat approval for the Harmony Hills Addition No. 2, comprising 106.16-acres, more or less, located generally south of Wyoming Boulevard and east of South Poplar Street; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing, a motion recommending that the City Council approve said preliminary plat, with six (6) recommended conditions of approval; and,

WHEREAS, the governing body of the City of Casper finds that the above described preliminary plat should be approved, with the following conditions:

1. Per Section 16.20.060(J) of the Municipal Code, approval of the preliminary plat shall not constitute acceptance of the final plat, and shall only confer upon the applicant the right to file a final subdivision plat based upon the preliminary plat. The preliminary plat shall not be recorded at the office of the County Clerk, and instead, shall be retained in the Casper Community Development office.
2. Per Municipal Code Section 16.16.020, the developer shall construct eight (8) foot wide sidewalks/pedestrian pathways, meeting City construction standards, within the subdivision's mid-block pedestrian right-of-ways at the time each phase of the development is constructed.
3. Public sidewalks will be required along all streets, including South Poplar Street and Wyoming Boulevard. Sidewalks along South Poplar Street and Wyoming Boulevard shall be detached and located as far from the street pavement as practical. The sidewalks along Wyoming Boulevard shall be constructed as individual lots fronting Wyoming Boulevard are developed. The sidewalk along South Poplar Street shall be constructed as the adjacent phase of the subdivision is developed. Interior subdivision sidewalks may either be detached sidewalks, or curb walks with rollover curb, at the developer's discretion.
4. Curb cuts and vehicular access to Wyoming Boulevard and South Poplar Street shall be prohibited for individual lots. All lots that have frontage on either Wyoming Boulevard or South Poplar Street shall obtain access from interior streets only.

5. A traffic study has been commissioned. Prior to final approval by the City Council, the traffic study shall be approved by the City Engineer, and the applicant shall agree to all necessary on or off-site traffic improvements identified as necessary by said study.
6. Prior to review by the City Council, a drainage study and grading plan shall be submitted to the City Engineer for review and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the preliminary plat as described above.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Charlie Powell  
Mayor

April 14, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
Jason Knopp, P.E., City Engineer   
Terry Cottenoir, Engineering Technician

SUBJECT: Agreement with KLJ for the City of Casper  
Signal Timing Study, Project 15-30

Recommendation:

That Council, by resolution, authorize an agreement with KLJ for the City of Casper Signal Timing Study, Project 15-30, in the amount of \$91,000.00.

Summary:

Earlier this year, MPO solicited Requests for Proposals from traffic engineering firms to conduct a traffic signal timing study for the entire length of Second Street, paid for with MPO money, to be completed in 2015. KLJ was selected by the MPO committee with various City staff input as the best qualified traffic engineering team to complete the project.

City staff has recognized an opportunity to have a comprehensive traffic signal timing study completed for the City with MPO currently funding a large portion, or a third of the City's signalized intersections with the Second Street corridor. Contracting with KLJ to complete a study of the remaining signalized intersections will also help ensure continuity with the two studies while maximizing efficiency. Staff recommends awarding KLJ a contract to complete the City of Casper Signal Timing Study.

Funding for this study will come 1%14 Funds allocated to Traffic Signal Upgrade.

A resolution is 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 \_\_\_\_\_, 2015, 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. KLJ Solutions Co., d/b/a KLJ, 907 North Poplar Street, Suite 151, Casper, Wyoming 82601 ("Contractor").

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

#### **RECITALS**

A. The City is undertaking the City of Casper Signal Timing Study which includes the analysis of 35 owned and operated signalized intersections within the City of Casper.

B. The project requires professional services for the collecting, analyzing and reporting of data at each existing signal system and intersection.

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

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

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

1. **SCOPE OF SERVICES:**

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

The Contractor shall perform the services as detailed in the "Engineer's Services" attached as Exhibit "A".

2. **TIME OF PERFORMANCE:**

The services of the Contractor shall be undertaken and completed on or before the 1st day of April, 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 Ninety-One Thousand Dollars (\$91,000.00). See the "Engineer's Services" attached as Exhibit "A".

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:**  
(KLJ – City of Casper Signal Timing Study)

Walter Tremblay

**ATTEST:**

**CITY OF CASPER, WYOMING**  
A Municipal Corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

**WITNESSETH:**

**CONTRACTOR**  
KLJ Solutions Co.  
907 North Poplar Street, Suite 151  
Casper, Wyoming 82601

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Barry Schachard  
Printed Name: Barry Schachard  
Title: Vice 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 sub-Contractor to perform any services in the scope of this project, unless the sub-Contractor is approved in writing by the City. Any approved sub-Contractor 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.

# Exhibit A: Engineer's Services

## Casper Signal Timing Project Amendment



### Background

The purpose of this document is to detail the scope of services and responsibilities to complete the Casper Signal Timing Project. This project include the services outlined below at the following 35 intersections owned and operated by the City of Casper:

- Poplar Street: 25<sup>th</sup> Street
- 2<sup>nd</sup> Street: Davis Street
- Cy Avenue: 9<sup>th</sup> Street, 12<sup>th</sup> Street, 13<sup>th</sup> Street
- Ash Street: Yellowstone Highway, Collins Drive
- Center Street: B Street, Midwest Avenue, Collins Drive, 9<sup>th</sup> Street
- Wolcott Street: Collins Drive, 9<sup>th</sup> Street, 12<sup>th</sup> Street, 13<sup>th</sup> Street, 15<sup>th</sup> Street, Durbin Street, Campus Drive
- Durbin Street: 15<sup>th</sup> Street
- McKinley Street: 5<sup>th</sup> Street, 12<sup>th</sup> Street, 13<sup>th</sup> Street, 15<sup>th</sup> Street
- Conwell Street: 12<sup>th</sup> Street
- Beverly Street: A Street, 4<sup>th</sup> Street, 10<sup>th</sup> Street, 12<sup>th</sup> Street, 15<sup>th</sup> Street
- Missouri Avenue: 15<sup>th</sup> Street
- Country Club Road: 12<sup>th</sup> Street
- Walsh Drive: 12<sup>th</sup> Street
- Blackmore Road: Landmark Drive, Newport Road
- Midblock Pedestrian Signal on 12<sup>th</sup> Street just West of Beverly Street

It is important to note that there is a concurrent signal timing study on the 20 signals on 2<sup>nd</sup> Street (19 owned and operated by the City of Casper).

### Scope

#### 1.1. Data Collection

1. **Field Survey:** KLJ will conduct field visits to each site to inventory existing signal systems (configuration of detection, heads, turn restrictions, phasing, pushbuttons, etc.) and intersection characteristics that may impact traffic flow (turn lanes, bus stops, on-street parking, etc.).



2. **Daily Traffic Counts:** KLJ will deploy tube or radar counters for multiple days at 10 locations throughout Casper to collect daily distribution, speed and classification data. Speed and classification data will be input into traffic models and daily distributions will be used to determine peaking characteristics for timing plan schedules. Specifically, daily counts will be collected on the following corridors; Cy Avenue, Center Street, two on Wolcott Street, three on 12<sup>th</sup> Street, Beverly Street, 15<sup>th</sup> Street and McKinley Street.
3. **Turning Movement Counts:** KLJ will collect turning movement count data using a combination of video data recorders and manual turning movement counts. Turning movement counts will be collected for three periods at each intersection including AM and PM peaks. Information from the daily traffic counts will be used to select the third period. The most likely third period will be mid-day or after school peaks. Additional periods may be estimated using the daily traffic data. No data will be collected during the weekend.

#### 1.2. Minor Roadway Improvements

The following three analyses will be conducted and presented in memorandum format that can be incorporated into a chapter of the final report.

1. **Left-Turn Phasing Analysis:** KLJ will review traffic operations and FHWA left-turn phase warrants to determine appropriate locations for protected, protected/permitted or permitted only left-turn phasing at all 34 intersections. This will also include recommendations for flashing yellow arrow implementation sites.
2. **Minor Geometric Improvements:** KLJ will analyze all 34 intersections to determine locations that would benefit from improved lane reconfiguration or entirely new lanes without major intersection reconfiguration.

#### 1.3. Warrant Analysis

Unwarranted signals can be a major hindrance to corridor progression and often times to corridor crash potential. KLJ will conduct a cursory analysis of existing signalized intersections to determine which locations potentially do not meet signal warrants. This will extrapolate peak hour traffic volumes using collected daily traffic distributions to analyze traffic signal warrants. This will also be supplemented with signal removal analysis according to FHWA guidelines which includes a review of crash data, operations and sight distance to identify if a location is a signal removal candidate. This information may need to be supplemented with additional data collection later in the process to fully support the decision.

#### 1.4. Timing Plans

1. **Model Development:** Synchro models for each timing plan (AM, PM, mid-day/after school and off-peak) will be developed and calibrated using collected field data.
2. **Network Partition:** KLJ will develop and present options to City and MPO staff to determine the appropriate break points for cycle lengths and coordination.



3. **Weekday Timing Plans:** KLJ will develop timing plans for AM peak, PM peak, Mid-day/After School peak and off-peak periods. Potential for additional timing plans will be determined upon review of daily traffic distributions if approved by City and MPO staff. New timing plans will not be developed for weekend scenarios.
4. **Field Implementation:** KLJ staff will review field operations and make manual revisions to timing plans to ensure effective utilization.

#### 1.5. Before and After Review

The focus of this review will be the benefits of signal timing. To quantify benefits, before and after travel time runs will be conducted. A benefit-cost analysis will be developed using this information to illustrate the benefits from regularly scheduled signal timing improvements. The following three corridors will be studied in the before and after review; 12<sup>th</sup> Street from Walsh Drive to Cy Avenue, 15<sup>th</sup> Street from Missouri Avenue to Wolcott Street and Beverly Street from A Street to 15<sup>th</sup> Street. This will be included as a chapter in the final report only.

#### 1.6. Final Report

The final report will be laid out in the following fashion;

- Chapter 1: Executive Summary
- Chapter 2: Introduction – will include summary of study area, study processes and data collection effort
- Chapter 3: Before and After Review (Details Noted Above)
- Chapter 4: Minor Roadway Improvements (Memorandum Noted Above)
- Chapter 5: Warrant Analysis (Memorandum Noted Above)
- Appendix A: Signal Timing Tables
- Appendix B: Data Collection Outputs

Daily traffic counts will also be output into GIS format and submitted to the City.

## Fee

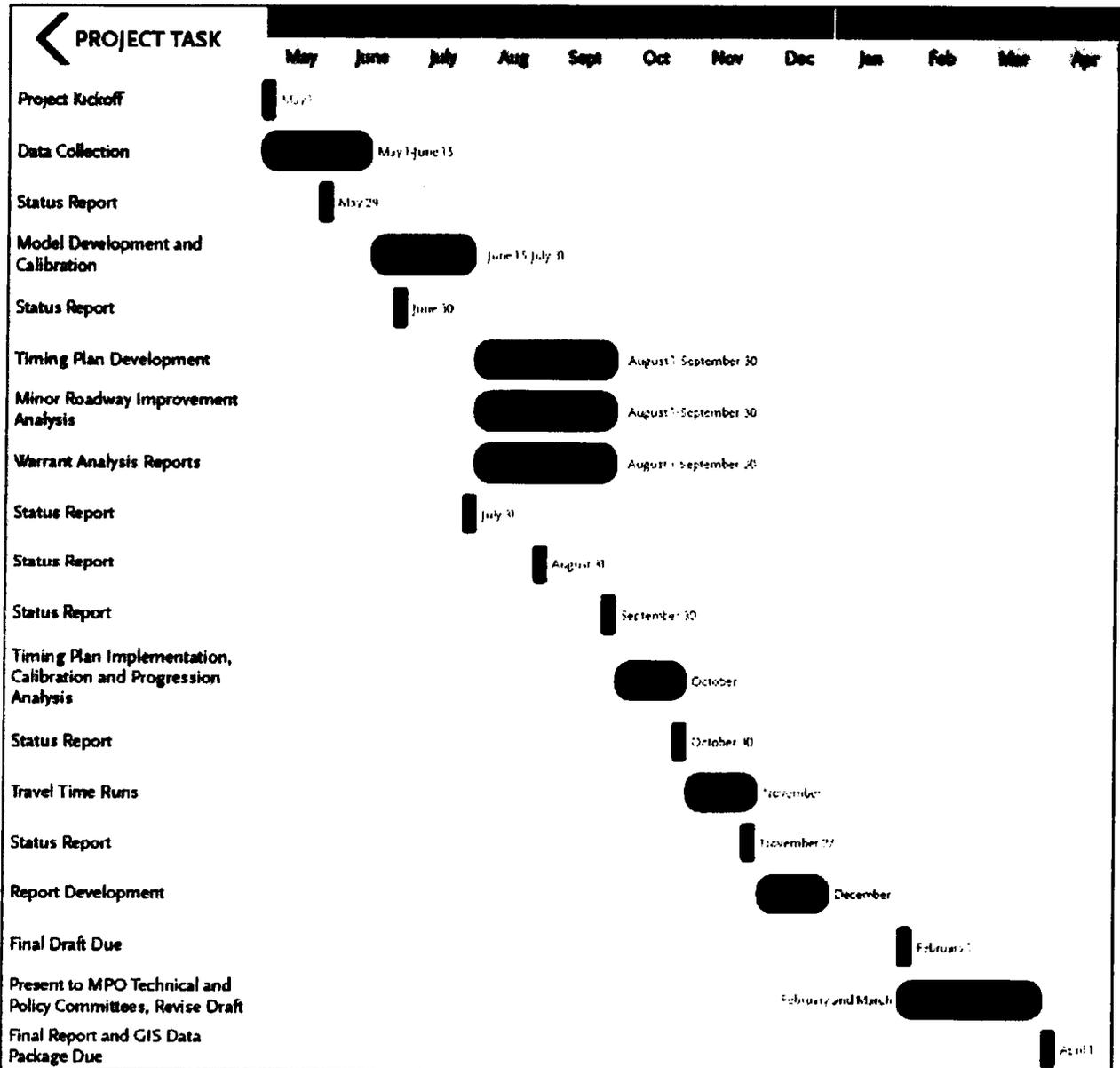
The fee to provide the scope of services detailed above is \$91,000, including travel costs to send staff in to field calibrate timing plans.

## Schedule

There are clear financial advantages to consolidating the 2<sup>nd</sup> Street Signal Timing Study schedule with this scope. For example, consolidating the two schedules minimizes travel and time spent on



presentations, reports and field implementation. Below is the proposed schedule for Casper Signal Timing Project consolidated with the concurrent 2<sup>nd</sup> Street Signal Timing Study.



RESOLUTION NO. 15-103

A RESOLUTION AUTHORIZING AN AGREEMENT WITH KLJ SOLUTIONS, CO. FOR THE CITY OF CASPER SIGNAL TIMING STUDY.

WHEREAS, the City of Casper desires to secure an engineering firm to provide engineering services for the City of Casper Signal Timing Study Project; and,

WHEREAS, KLJ Solutions, Co. (KLJ) is ready, willing and able to provide those services specified as the City of Casper Signal Timing Study.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with KLJ in the amount of Ninety-One Thousand Dollars (\$91,000.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project, as prescribed by the agreement, for a total amount not to exceed Ninety-One Thousand Dollars (\$91,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Charlie Powell  
Mayor

April 21, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director, }  
Jason Knopp P.E., City Engineer /k  
Terry Cottenoir, Engineering Technician II

SUBJECT: Agreement with Haass Construction Co., Inc.  
Nicolaysen Improvements, Project No. 15-10

Recommendation:

That Council, by resolution, authorize an agreement with Haass Construction Co., Inc., for the Nicolaysen Improvements, Project No. 15-10, in the amount of \$96,896.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$10,000.00, for a total project amount of \$106,896.00.

Summary:

On Tuesday, April 21, 2015, one (1) bid was received for the replacement of existing light fixtures, painting of the lobby, refinishing of the hardwood floors, repairing the door to the McMurry Foundation Gallery, and replacing a door transition in the Nicolaysen Art Museum. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Haass Construction Co., Inc.</b>	<b>Casper, WY</b>	<b>\$96,896.00</b>

Work is scheduled to be completed by September 4, 2015. The estimate prepared by the City Engineering Division was \$85,000.00.

Funding for this project will be from 1%#14 funds allocated to NIC Museum Building Improvements.

A resolution is 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 Haass Construction Co., Inc., 1302 East "C" Street, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make improvements at the Nicolaysen Art Museum and,

WHEREAS, Haass Construction Co., Inc., is able and willing to provide those services specified as the Nicolaysen Improvements Project No. 15-10.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Nicolaysen Improvements Project No. 15-10, 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 4, 2015 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 10, 2015.
- 3.2 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 Ninety-Six Thousand Eight Hundred Ninety-Six Dollars (\$96,896.00). See Exhibit "A" - Bid Form.

#### 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 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 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.
- 8.4 Addenda No. 1, 2
- 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 seven (7) sections.
- 8.10 Division 09 -- Finishing, 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 Contract Drawings, with each sheet bearing the following general title:

**Nicolaysen Improvements Project No. 15-10**
- 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.

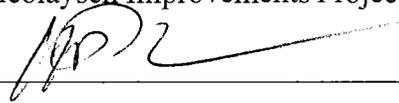
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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 \_\_\_\_\_, 2015.

APPROVED AS TO FORM:  
(Nicolaysen Improvements Project No. 15-10)

  
\_\_\_\_\_

CONTRACTOR:

Haass Construction, Co., Inc.  
1302 East "C" Street  
Casper WY 82601

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

V. H. McDonald  
Title: City Clerk

Charlie Powell  
Title: Mayor

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

PROJECT IDENTIFICATION:      City of Casper  
   **Nicolaysen Improvements**  
   **Project No. 15-10**

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 4, 2015, and completed and ready for final payment not later than September 10, 2015 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>  4-16-2015  </u>
Addendum No. <u>  2  </u>	Dated <u>  4-16-2015  </u>
  
  - B.    Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  
  - C.    This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 96,896.<sup>00</sup>

TOTAL BASE BID, IN WORDS: Ninety six thousand, eight hundred ninety six / — 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: 1302 East "C"  
Casper WY 82601

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on April 21, 2015.

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: Haass Construction Co., Inc (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Colleen R. Haass (seal)  
President  
(Title)

(Seal)

Attest: Ju 9/2

Business Address: 1302 East C  
Casper WY 82601  
307-259-5230

Phone Number: 307-259-5230 258-5474

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**  
**Nicolaysen Improvements Project**  
**PROJECT NO. 15-10**  
**Bid Opening: April 21, 2015**  
**Revision Date: April 16, 2015**

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.

**Bid Schedule**

LS = Lump Sum

ITEM	DESCRIPTION	UNIT	QUANTITY	TOTAL COST
1	Mobilization	LS	1	\$ 8,507. <sup>00</sup>
2	Removal and Replacement of Existing Light Fixtures, Furnish and Install LED Dimmer Switches, and Furnish and Install 15-watt dimmable LED light bulbs	LS	1	\$ 16,564. <sup>00</sup>
3	Surface Preparation and Painting of Walls, Ceilings, and Soffits in the lobby, hallway, stairways, landings, restrooms, hall entrance to bathrooms and kitchen.	LS	1	\$ 42,555. <sup>00</sup>
4	Surface Preparation, Sanding, Staining, and Refinishing Wood Doors, Door Casings and Window Trim in main lobby.	LS	1	with \$ above
5	Repair Door to McMurry Foundation Gallery.	LS	1	\$ 2,025. <sup>00</sup>
6	Remove and Replace Door Transition on West Lobby Door.	LS	1	\$ 1,784. <sup>00</sup>
7	Surface Preparation and Refinishing of Hardwood Flooring and Baseboard.	LS	1	\$ 25,461. <sup>00</sup>

• **BID IN WORDS:**

Ninety six thousand, eight hundred + ninety six  
dollars

— \$96,896.<sup>00</sup> —

This bid submitted by: HASS CONST. CO. INC.  
(Individual, partnership, corporation, or joint venture name)

END OF BID SCHEDULE

RESOLUTION NO. 15-104

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
HAASS CONSTRUCTION CO., INC., FOR THE NICOLAYSEN  
IMPROVEMENTS PROJECT NO. 15-10

WHEREAS, the City of Casper desires to provide improvements at the Nicolaysen Art Museum; and,

WHEREAS, Haass Construction Co., Inc., is able and willing to provide those services specified as the Nicolaysen Improvements, Project No. 15-10; 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 (\$10,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

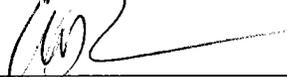
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Haass Construction Co., Inc., for those services, in the amount of Ninety-Six Thousand Eight Hundred Ninety-Six and 00/100 Dollars (\$96,896.00).

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 Ninety-Six Thousand Eight Hundred Ninety-Six and 00/100 Dollars (\$96,896.00) and Ten Thousand and 00/100 Dollars (\$10,000.00) for a construction contingency account, for a total price of One Hundred Six Thousand Eight Hundred Ninety-Six and 00/100 Dollars (\$106,896.00).

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 Ten Thousand Dollars (\$10,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

April 14, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Service Director  
Jason Knopp, P.E., City Engineer  
Ethan Yonker, E.I.T., Associate Engineer

SUBJECT: Access Permit with the Wyoming Department of Transportation  
for a new entries into the proposed Recycle Depot at the location of the old water fill  
station off of SW Wyoming Boulevard.

Recommendation:

That Council, by resolution, execute three (3) M-3A Access permit applications with the Wyoming Department of Transportation (WYDOT), for installation of two (2) new entries and the removal of one (1) existing entry into the proposed Recycle Depot.

Summary:

The Recycle Depot is being constructed to move an existing recycle depot from privately owned land to City property. There are two existing access points to the proposed site of the recycle depot. The northern most access is to be removed and replaced as existing, and the southern entry is to be removed and replaced with curb and gutter. A new entry is proposed 140' north of the existing southern entry to allow for easier access for solid waste collection vehicles.

A resolution is prepared for Council's consideration.



## Wyoming Department of Transportation Access Application

Property Owner (Permittee) City of Casper		Applicant or Agent (if different from Property Owner)				
Business (if applicable)		Business (if applicable)				
Mailing Address 200 N. David		Mailing Address				
City Casper		City				
State Wyoming	Zip Code 82601	State	Zip Code			
Phone Number 307-235-8341		Phone Number				
E-mail Address eyonker@cityofcasperwy.com		E-mail Address				
Property Address of Requested Access (if known) 1400 SW Wyoming Boulevard						
Located on Highway SW Wyoming Boulevard			Side of Highway <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input checked="" type="checkbox"/> W			
Approximately 235 feet mile (circle: N S E W ) from Milepost/Intersection SW Wyoming Blvd/Fairside						
Legal Description						
County Natrona	Subdivision Caspar Collins #2	Block	Lot 5	Section NW1/4 Sec. 18	Township 33N	Range 79W
Access requested						
<input type="checkbox"/> New Access <input type="checkbox"/> Temporary Access <input type="checkbox"/> Change in Access Use <input checked="" type="checkbox"/> Removal of Access						
Check appropriate box if requesting a new access or change in access use.						
<input type="checkbox"/> Major <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Field						
Does the property owner own or have any interests in the adjacent property?				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
If yes, please describe:						
Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes              If yes, list them on your plans and indicate the proposed and existing access points						
I, the undersigned property owner, request permission to construct an access driveway on Wyoming Department of Transportation right-of-way at the above property, subject to the rules and regulations contained in the " Rules and Regulations, General Section, Chapter 13, Access Facilities, approved by the Transportation Commission of Wyoming and promulgated by authority of W.S. 24-2-105 and W.S. 24-6-101 through W.S. 24-6-111 to administer access facilities on the state highway system".						
If an access permit is issued to you, <b>the applicant agrees to the terms and conditions as stated in the permit.</b>						
Applicant or Agent Signature for Permittee				Date		
Applications for access permits will be accepted only from an individual(s), partnerships, corporations, or other bodies recognized by law as owning all or the major interest in the property or by a party having an easement through the property abutting the highway right-of-way or proposed highway.						
Property Owner Signature				Date		

## Instructions

**Form M-3A**, Application for permit to Construct Access Driveway must be submitted to your local Wyoming Department of Transportation Maintenance Foreman. He will review and then submit all necessary paperwork to the District Traffic Engineer for processing. The applicant must submit two copies of the M-3A form filled in and signed by the individual, partnership, corporation, qualified agent, or other body recognized by law as owning all or the major interest in the property abutting the highway right of way or proposed highway. The planned property ingress or egress must be indicated as one of the following:

- **Field (Minor) Access.** An entrance to and/or exit from a field or unoccupied property if the access is not used daily throughout the year. Daily use for only a few weeks a year still qualifies as field access.
- **Residential Access.** An access providing entrance to and/or exit from residential dwelling(s) for exclusive use and benefit of those residing therein.
- **Commercial Access.** An entrance into and/or exit from any business, commercial development, cultural/institutional complex, public establishment, or any development serving 10 or more family residences.
- **Major Access.** Any access that generates more than 50 trip ends in any hour of a typical day or is a public street or access.

A business letter shall accompany the application. The letter should have a heading: including name, address, and telephone number of the above owner or owners, estimate of daily traffic, and state what you propose to do, (EX: where you intend to construct the access, when the work will be started, an estimate of completion time).

A drawing or a sketch showing sufficient dimensions shall be submitted with the application. Which clearly indicates the character and extent of the proposed work to include all or part the following?

- Proposed access.
- Land description to include the Section, Township, and Range
- The location of all existing or proposed buildings, stands, pumps, retaining walls, and other physical features which affect the access location.
- Property lines, dimensions, and existing accesses.
- All drainage which affects the access location.
- All accesses outside of the property but within 330 feet (urban), 660 feet (rural) of the property line.
- Off street parking locations which may affect access location.
- Radii of proposed accesses.

If Right-of-Way fence is involved, you are required to install brace panels on either side of the access. If you require a cattleguard, it must be located on the private property and installed and maintained by you. If a drainage problem will be created, a minimum of an 18" diameter CMP will be required under the proposed access. The length of the CMP must enable construction of 8:1 side slopes on the approach shoulders.

**Note:** In order to expedite the processing of your application, the location of the proposed access should be clearly indicated both on your drawing and/or sketch (by Highway Route and distance to a Milepost number) and marked at the actual site with highly visible markings for the field location and inspection.

If you have any questions concerning your access application please feel free to contact the District office.

APPROVAL AS TO FORM

I have reviewed the attached *Access Permit Application of WYDOT for the Recycle Depot Project* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: April 21, 2015.

A handwritten signature in black ink, appearing to read 'William C. Luben', written over a horizontal line.

William C. Luben  
City Attorney

RESOLUTION NO. 15-105

A RESOLUTION AUTHORIZING THREE (3) M3-A PERMIT ACCESS APPLICATIONS WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR UPDATING AND REPLACING EXISTING ENTRIES INTO THE PROPOSED RECYCLE DEPOT

WHEREAS, the recycle depot is going to be installed west of Wyoming Boulevard just north of Fairside Road; and,

WHEREAS, the City of Casper will be installing new entries into the proposed recycle depot west of Wyoming Boulevard as part of the installation of the recycle depot; and,

WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute an M-3A Access Application for each entry to be changed, removed, or replaced.

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 an M3-A Access Application with the Wyoming Department of Transportation for the recycle depot improvements project.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager, Public Service Director, and the City Engineer for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on the behalf of the Governing Body on all matters relating to the M-3A Access Applications.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

V. H. McDonald  
City Clerk

---

Charlie Powell  
Mayor

April 10, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Doug Follick, Leisure Services Director  
Andrew Beamer, P.E., Public Services Director  
Jason Knopp, P.E., City Engineer  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Mike Sedar Pool, Project No. 13-07B.

Recommendation:

That Council, by resolution, authorize a contract with Caspar Building Systems, Inc., for the Mike Sedar Pool, Project No. 13-07B, in the amount of \$4,275,636. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$110,000, for a total project amount of \$4,385,636.

Summary:

On Thursday, April 9, 2015, three (3) bids were received for the reconstruction of Mike Sedar Pool. The bids were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>TOTAL BASE BID</u>
<b>Caspar Building Systems, Inc.</b>	<b>Casper, WY</b>	<b>\$4,154,000</b>
Haass Construction Co., Inc.	Casper, WY	\$4,558,998
GH Phipps Construction of Wyoming	Laramie, WY	\$4,594,964

The total base bid includes a new pool, lazy river, splash pad, play feature, 30-foot slide, lifeguard building, locker room/restroom facilities, landscaping and irrigation.

Two (2) alternate bids for either a new 4-inch water service or a new 8-inch water service were submitted by Caspar Building Systems, Inc at \$93,828 and \$121,636, respectively. The new 8-inch service is recommended for future irrigation supply needs for the park for an awarded bid price of \$4,275,636.

Ohlson Lavoie Collaborative (OLC) is under contract with the City for design and construction administration of this project. The estimated construction cost for the base bid from OLC was \$4,006,000. The total estimated construction cost from OLC for the two alternate bids was \$90,000 and \$120,000.

Funding for this project will be from 1%#15 funds allocated to Mike Sedar Pool. Substantial completion is scheduled for April 22, 2016.

A resolution is 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 Caspar Building Systems, Inc., 1975 Old Salt Creek Highway, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to construct a new pool facility and appurtenances at Mike Sedar Park; and,

WHEREAS, Caspar Building Systems, Inc., is able and willing to provide those services specified as the Mike Sedar Pool, Project No. 13-07B.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for Mike Sedar Pool, Project No. 13-07B, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by Ohlson Lavoie Collaborative (OLC), who is hereinafter referred to as the "Architect/Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by April 22, 2016, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by May 20, 2016.
- 3.2 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 One Thousand Dollars (\$1,000) 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 Five Hundred Dollars (\$500.00) 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 Four Million Two Hundred Seventy-Five Thousand Six Hundred Thirty-Six Dollars (\$4,275,636.00).

#### 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 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 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 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-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4).
- 8.4 Addenda Number. One (1) through Six (6).
- 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 nine (9) sections.
- 8.10 Special Provisions consisting of two (2) Volumes and sixty-three (63) Drawing "Sheets".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:  

**Mike Sedar Pool, Project No. 13-07B**
- 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.

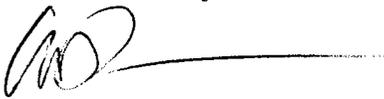
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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 \_\_\_\_\_, 2015.

APPROVED AS TO FORM:  
(Mike Sedar Pool, Project No. 13-07B)



ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

V. H. McDonald

Title: City Clerk

CONTRACTOR:

Caspar Building Systems, Inc.  
1975 Old Salt Creek Highway  
Casper WY 82601

By: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_

Charlie Powell

Title: Mayor

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

PROJECT IDENTIFICATION:      City of Casper  
   Mike Sedar Pool  
   Project No. 13-07B

THIS BID SUBMITTED TO:      City of Casper  
   200 North David Street  
   Casper, Wyoming 82601

1.     The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by April 22, 2016 as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by May 20, 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>  3-06-2015  </u>
Addendum No. <u>      2      </u>	Dated <u>  3-12-2015  </u>
Addendum No. <u>      3      </u>	Dated <u>  3-17-2015  </u>
Addendum No. <u>      4      </u>	Dated <u>  3-23-2015  </u>

B.     Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

ADDENDUM NO. <u>      5      </u>	DATED <u>  3-31-2015  </u>
ADDENDUM NO. <u>      6      </u>	DATED <u>  4-2-2015   </u>

BF-1

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL COMBINED BID, IN NUMERALS: \$ \$4,154,000

TOTAL COMBINED BID, IN WORDS: Four Million One Hundred Fifty Four Thousand - Even - 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: CASPAR BUILDING SYSTEMS, INC.  
1975 OLD SALT CREEK HIGHWAY  
CASPER, WY 82601

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on ~~MARCH 24, 2015~~, 2015.

*April 9, 2015 -JG-*

BF-2

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)

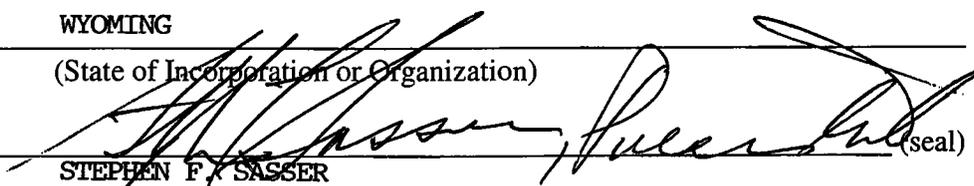
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

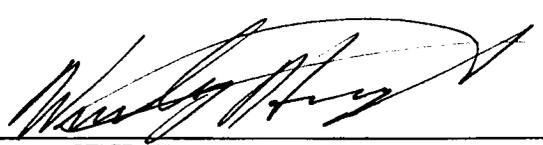
A CORPORATION OR LIMITED LIABILITY COMPANY

By: CASPAR BUILDING SYSTEMS, INC. (seal)  
(Corporation's or Limited Liability Company's Name)

WYOMING  
(State of Incorporation or Organization)

By:  (seal)  
STEPHEN F. SASSER  
PRESIDENT  
(Title)

(Seal)

Attest: 

Business Address: WESLEY HAYDEN, GM  
CASPAR BUILDING SYSTEMS, INC.  
1975 OLD SALT CREEK HIGHWAY  
CASPER, WY 82601

Phone Number: 307-235-5690

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**  
**Mike Sedar Pool**  
**Project No. 13-07B**

Bid Date: APR 9, 2015, 2 p.m.

COMPANY NAME: CASPAR BUILDING SYSTEMS, INC.  
 ADDRESS: 1975 OLD SALT CREEK HIGHWAY, CASPER, WY 82601

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.  
 LS = Lump Sum

Item	Description	Unit	Quantity	Bid
1	GENERAL REQUIREMENTS Sections 01041; 01505; 014000; 015713; 015813; 016000; 017000; 017419 Complete	LS	1	\$ 654,259
2	CONCRETE Section 03 3000 Complete	LS	1	\$ 105,032
3	MASONRY Section 04 2000 Complete	LS	1	\$ 160,345
4	METALS Sections 05 1200; 05 5000; 05 5305 Complete	LS	1	\$ 168,62
5	WOOD, PLASTICS, AND COMPOSITES Sections 06 1000; 06 1800; 06 1753	LS	1	\$ 31,033
6	THERMAL AND MOISTURE PROTECTION A. Sections 07 1113; 07 1900 B. Sections 07 3113; 07 4213; 07 4646; 07 6200 C. Sections 07 8400; 07 9005	LS	1	\$ 16,846
7	OPENINGS A. Sections 08 1113; 08 1416; 08 7100 B. Section 08 3313; 08 3613; 08 5123; 08 8000	LS	1	\$ 59,919
8	FINISHES A. Sections 09 2116; 09 5100 B. Section 09 6700 C. Section 09 9000	LS	1	\$ 159,430
9	SPECIALTIES Sections 10 2113 19; 10 2800; 10 4400; 10 5126; 10 5623	LS	1	\$ 29,949
10	COUNTERTOPS Sections 06 4100; 12 3600	LS	1	\$ 6493
11	SPECIAL CONSTRUCTION Division 13 Aquatics (Complete)	LS	1	\$ 1,871,960
12	SPECIAL CONSTRUCTION Section 13 3123	LS	1	Incl. in (11)
13	PLUMBING Division 22 Complete	LS	1	\$ 201,512
14	HVAC Division 23 Complete	LS	1	\$ 66,000
15	ELECTRICAL Division 26 Complete	LS	1	\$ 233,455
16	EARTHWORK Division 31 Complete	LS	1	\$ 118,245
17	EXTERIOR IMPROVEMENTS Division 32 Complete	LS	1	\$ 392,660

Item	Description	Unit	Bid
18	TOTAL BASE BID (SUM OF ITEMS 1 THROUGH 17)	LS	\$ 4,159,000

Total Base Bid (Item 18, in words): Four Million One Hundred Fifty  
Four Thousand Even Dollars (\$ 4,154,000)

(Bid Alternates on the following page)

**Bid Alternates**

Item	Description	Unit	Quantity	Bid
19	EARTHWORK/UTILITIES ALTERNATE #A Complete Work related to new 4" water service option	LS	1	<i>\$93,828</i>
20	EARTHWORK/UTILITIES ALTERNATE #B Complete Work related to new 8" water service option	LS	1	<i>\$121,636</i>

Total Bid Alternate #A (Item 19, in words): *Ninety Three Thousand Eight Hundred Twenty Eight* Dollars (\$ *93,828* )

Total Bid Alternate #B (Item 20, in words): *One Hundred Twenty One Thousand Six Hundred Thirty Six* Dollars (\$ *121,636* )

RESOLUTION NO. 15-106

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
CASPAR BUILDING SYSTEMS, INC., FOR THE MIKE SEDAR  
POOL PROJECT

WHEREAS, the City of Casper desires to construct a new pool in Mike Sedar Park;  
and,

WHEREAS, Caspar Building Systems, Inc. is able and willing to provide those  
services specified as the Mike Sedar Pool, Project No. 13-07B; 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 30 days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000) and other  
project administration related change orders that do not substantially alter the scope of the project.

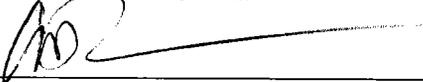
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE  
CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and  
the City Clerk to attest, an agreement with Caspar Building Systems, Inc., for those services, in the  
amount of Four Million Two Hundred Seventy-Five Thousand Six Hundred Thirty-Six Dollars  
(\$4,275,636.00).

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  
Four Million Two Hundred Seventy-Five Thousand Six Hundred Thirty-Six Dollars (\$4,275,636.00)  
and One Hundred Ten Thousand Dollars (\$110,000.00) for a construction contingency account, for a  
total price of Four Million Three Hundred Eighty-Five Thousand Six Hundred Thirty-Six Dollars  
(\$4,385,636.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign  
change orders effecting time extensions of no more than 30 days, changes in the dollar amount of the  
above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000), and  
other project administration related change orders that do not substantially alter the scope of the  
project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Charlie Powell  
Mayor

April 27, 2015

MEMO TO: John C Patterson, City Manager  
FROM: Tracey Belser, Human Resources Director   
SUBJECT: Collective Bargaining Agreement for 2015-2017

Recommendation:

That Council, by resolution, authorize a collective bargaining contract for 2015-2017 between the City of Casper and the Firefighters Local Union 904, I.A.F.F., AFL-CIO.

Summary:

The City of Casper and the Firefighters Local Union 904 have agreed to a two-year contract term which includes the following:

- Minor wording changes for consistency and clarification throughout the Agreement.
- Quarterly labor/management meetings to encourage continued open communication between both parties.
- An understanding that if City Council grants City of Casper employees a cost of living adjustment (COLA), or a bonus, that it will also include those covered by the Local Union 904 during this contract period.

This Agreement will go into effect beginning July 1, 2015.

A resolution has been prepared for Council's consideration.

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF CASPER

and the

CASPER FIRE-EMS DEPARTMENT

and

FIRE FIGHTERS LOCAL UNION 904

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

2015-2017

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## ARTICLE I

### RECOGNITION

#### Section 1 - Recognition.

A. The City of Casper hereby recognizes that Fire Fighters Local 904 is the sole and exclusive representative for all the sworn employees, hereinafter referred to as "employee or "employees" of the Casper Fire-EMS Department (the "Department"), other than those excluded in this Collective Bargaining Agreement (the "Agreement"), for the purpose of collective bargaining with respect to wages, hours of work, and working conditions, except as specified in the remainder of this subsection.

The Union recognizes the Chief Officer (i.e., Fire Chief) and the Division Chiefs to be a part of Management. Management employees are not subject to the provisions of this union Agreement and fall directly under the City of Casper Personnel Rules and Regulations and/or individual employment contracts, as they currently exist, and as they may, from time to time, be amended.

B. The Union hereby recognizes that, when duly assigned by Council action, the City Manager and/or his authorized representatives are the sole and exclusive Bargaining Agents for the City Council of the City of Casper, Wyoming.

C. All Wyoming State Statutes that would apply to the terms and conditions of this Collective Bargaining Agreement, the Rules and Regulations of the Civil Service Commission of the City of Casper, Wyoming, as well as the City of Casper Personnel Rules and Regulations, as they are, from time to time amended, are incorporated into this Agreement by this reference.

#### Section 2 - General.

The City of Casper, hereinafter referred to as the "City," and the Fire Fighters Local 904, hereinafter referred to as the "Union," in order to increase general efficiency by the Fire-EMS Department, and to maintain the existing harmonious relationship between the City and its employees, and to promote the morale, rights, well-being, and sincerity of the Union and the City hereby agree as follows.

#### Section 3 - Non-Discrimination.

Basis: Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, or handicap.

Union Activity: Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, except as provided for in the Constitution and By-Laws of I.A.F.F. Local 904. There shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Union Responsibility: The Union recognizes its responsibility as bargaining agent and owes the same responsibility to all employees, whether Union members or not, in compliance with all applicable state statutes.

Gender: Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

## ARTICLE II

### DISPUTE RESOLUTION

#### Section 1 - Definition and Procedure.

Definition and Procedure: A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement, by the Union, or by the City involving the meaning, interpretation, or application of the express provisions of this Agreement or existing work rules.

Step One - Within twenty (20) calendar days of the party's knowledge of a grievable occurrence, the Union shall present in writing a statement of the grievance, the Agreement provision violated, and a description of the restitution desired to the Fire Chief. In the case of City grievances against the Union, the Fire Chief shall present the same to the Union President.

Within ten (10) calendar days, the Chief (or Union President) shall respond in writing.

Step Two - If the response of the Fire Chief is not considered satisfactory, the Union may within ten (10) calendar days appeal the Chief's decision to the City Manager. The City Manager shall respond within ten (10) calendar days.

Step Three - If the response of the City Manager or the Union President is not considered satisfactory, the Union or the City may, within five (5) calendar days, request in writing arbitration. If the parties cannot agree upon an arbitrator(s) within an additional ten (10) calendar days, the parties shall petition the District Court within ten (10) calendar days for the appointment of an arbitrator(s) in accordance with the provisions of the Uniform Arbitration Act.

Time limits may be extended upon mutual agreement.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from, the provisions of this Agreement. The arbitrator shall consider only the specific issues submitted in writing by the City and Union.

If notice is not given within the five (5) day period specified in Step 3, the right to arbitration shall be considered to be waived.

It is further agreed hereto that the City that an employee or the employees shall not enter into any court action or file any claim for any alleged grievance or violation of this Agreement until the provisions of the grievance procedure and the Uniform Arbitration Act have been followed.

The City and employees agree not to subject to the grievance procedure those matters relating to examination, suspension, reduction in grade, and/or discharge from the Fire Department which are appropriate for hearing and decision by the Civil Service Commission.

### **ARTICLE III**

#### **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

##### **Section 1 - Rights of Management.**

Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of Management, and the exercise of such rights or functions shall not be subject to the grievance procedure, except as to the resolution of whether or not a specific matter is a Management right. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes, but is not limited to:

1. The determination of Fire-EMS Department policy, including the right to manage the affairs of the Fire-EMS Department in all respects.
2. The right to assign working hours, including overtime.
3. The right to establish, modify, or change work schedules, manning of apparatus, and amount of apparatus in the main or reserve fleet.
4. The right to assign employees to other duties within the Fire-EMS Department when their apparatus is out of service.

5. The right to direct the members of the Fire-EMS Department, including the right to hire, promote, discipline, or transfer any employee.
6. The right to organize and reorganize the Fire-EMS Department in any manner it chooses, including the size of the Fire-EMS Department and the determination of job classifications and ranks based on duties assigned.
7. The determination of the safety, health, and property-protection measures provided by the Casper Fire-EMS Department for the citizens of Casper.
8. The selection, promotion, or transfer of employees to supervisory or other managerial or division assignments.
9. The allocation and assignment of work to employees within the Fire-EMS Department.
10. The determination of policy affecting selection or training of employees.
11. The scheduling of operations and determination of the number of hours of assigned duty per week.
12. The establishment, modification, and enforcement of Fire-EMS Department rules, regulations, and orders.
13. The transfer of work from one position to another within the classified service of the Fire-EMS Department.
14. The introduction of new, improved, or different methods and techniques of operation of the Fire-EMS Department or of changes in existing methods and techniques, so long as said methods and techniques or changes do not increase unreasonably the risk of injury or illness or any way threaten the safety of any member of the Fire-EMS Department.
15. The placing of service, maintenance, or other work with outside contractors or other agencies of the City.
16. The determination of the number of ranks and the number of employees within each rank.
17. The determination of the amount of supervision necessary.
18. The transfer of employees from one station to another.
19. The right to institute, continue, modify and/or discontinue, without any requirement to negotiate or otherwise receive the consent of the Union, a program

of assigning employees to work out-of-class on a temporary basis for training or other purposes. Such program may involve the payment of extra compensation to employees working out-of-class. The Union will be informed of program details in writing.

It is agreed that no conduct or action of the City or the Union hereunder shall be inconsistent with any provision of the Agreement, Personnel Rules and Regulations, Civil Service Rules and Regulations, and the Laws of Wyoming governing Fire Fighters, and the discretionary power invested in the City and the Fire Chief shall not be exercised in an arbitrary or capricious manner.

The exercise of such rights does not preclude employees or the Local from initiating a grievance as set forth in this Agreement for any alleged violation of this Agreement, Personnel Rules and Regulations, Civil Service Rules and Regulations, and the Laws of Wyoming governing Fire Fighters.

#### Section 2 - Probationary Period.

New employees shall be subject to a probationary period as established in State Law from the date of last hiring, and shall not become regular employees until after completion of said period. Probationary employees may be terminated at any time in the sole discretion of the City, without notice, and such termination shall not be subject to the grievance procedure. Upon satisfactory completion of the probationary period, the employee shall acquire seniority status from the date of last hire.

#### Section 3 - Performance Evaluation (Proficiency Rating).

The methods and procedures involved in performance evaluation shall be the responsibility and at the discretion of Management. Management shall be responsible for providing the fairest evaluation and techniques practicable. Fire-EMS Department supervisors shall be responsible for evaluating individuals as fairly as practicable.

#### Section 4 - Rules and Regulations.

The City shall have the right to make such reasonable directions, rules, and regulations as may be deemed necessary by the City for the conduct and management of the affairs of the City, and the Union agrees that the employees shall be bound by and obey said directions, rules, and regulations. The City agrees that no directions, rules, or regulations will be made which are in conflict with this Agreement. Employees shall promptly and efficiently execute the instructions and orders of those above them in the chain of command. If an employee or employees believe a direction, rule, regulation, instruction, or order of a supervisor is unreasonable or unjust, the employee or employees shall comply with the direction, rule, regulation, order, or instruction of the supervisor, but

with the further provision that such employee or employees may regard the direction, rule, regulation, order, or instruction as a grievance which shall be handled in accordance with the grievance procedures set forth in Article II, Section 1, of this Agreement.

Any rule or regulation not specifically addressed in this Agreement, but outlined in the Rules and Regulations of the Civil Service Commission of the City of Casper, Wyoming and the City of Casper Personnel Rules and Regulations, shall apply to the employees. O In the event that an employee or employees shall refuse to comply with a direction, rule, regulation, or shall refuse to execute promptly and efficiently an instruction or order of a supervisor, the City shall have the right, at its option, to suspend or discipline the offending employee or employees, subject to the Civil Service Rules and Regulations, and the laws of Wyoming governing Fire Fighters.

In the case of an administrative investigation conducted by Human Resources, Risk Management, the City Attorney's office or the Fire Chief and/or their respective designees, failure to answer questions regarding employment may result in disciplinary action up to and including termination. In that case and circumstance, the employee shall be advised by the person investigating the situation that nothing stated by the employee in the administrative investigation can be used against that employee in any subsequent criminal investigation pertaining to that employee.

#### **ARTICLE IV**

##### **UNION RIGHTS, RESPONSIBILITIES AND BENEFITS**

###### Section 1 - Responsibility.

Union Responsibility: The Union recognizes its responsibility as bargaining agent and owes the same responsibility to all employees, whether Union members or not, in compliance with all applicable state statutes.

###### Section 2 - Strikes.

The Union agrees that there shall be no strikes, slow-downs, stoppage of work, or any interference with the management of the Fire-EMS Department. The City agrees that there shall be no lock-out of Fire Fighters.

Union officials shall be responsible for taking affirmative steps to return employees to work or resume full services if a strike or slow-down occurs. Action by Union officials would include:

Prompt disavowal of such conduct by public announcement.

Posting of general notice in employees' meeting location explaining such disavowal; and

advising employees individually that such conduct is unlawful and prohibited by this Agreement.

The City shall have the right to discipline or discharge any employee encouraging or participating in a strike, slow-down, or other interference in accordance with this Agreement, the Personnel Rules and Regulations, Civil Service Rules and Regulations, and the laws of Wyoming governing Fire Fighters.

Section 3 - Wage Schedule

A. Effective July 2, 2015, employees will be paid according to the following:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SHIFT	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
Trainee	\$16.22				
Fire Fighter	\$17.19	\$18.05	\$18.95	\$19.91	\$20.89
Engineer	\$18.90	\$19.84	\$20.84	\$21.88	\$22.98
Captain	\$21.75	\$22.84	\$23.97	\$25.17	\$26.43
Battalion Chief	\$23.92	\$25.12	\$26.37	\$27.70	\$29.07
DAY					
Community Risk Reduction Officer I	\$27.29	\$28.65	\$30.07	\$31.59	\$33.17
Community Risk Reduction Officer II	\$31.39	\$32.95	\$34.60	\$36.33	\$38.14

Note: Promotions will result in no less than a 5% pay increase.

Comments: For the purposes of reporting annual gross pay to the Wyoming Retirement System on behalf of Fire "A" pension participants, annual gross pay is calculated by taking the Step 5 Fire Fighter hourly wage times 91 hours, plus one and one-half (1.5) times that hourly rate times 5 hours, and the total times 30.42 work periods per year.

\*If a cost of living (COLA) increase or bonus is granted to other employees of the City within the term of this Agreement it shall be applied to employees covered by this Agreement without amending this Agreement.

An employee will advance to the next wage step on his/her next anniversary date. "Anniversary date" is defined as the date the employee in question was initially hired, unless the employee has been promoted, in which case the date of his last promotion is the anniversary date. Employees in wage Step 5 will not receive a step increase.

Receipt of a step increase is not an indication of satisfactory job proficiency or performance.

- B. The hourly rate set forth above will be the employee's straight time hourly rate. For the purpose of computing overtime, this rate will be multiplied by one and one-half.
- C. Pay Checks. Employees will be paid for ninety one (91) hours straight time, holiday pay if applicable, five (5) hours FLSA overtime, and call-backs as per Article IV, Section 4, every twelve (12) days. Employees will be paid the remainder of hours worked, no more than four (4) business days after the end of the 12-day work period.

#### Section 4 - Overtime.

Employees will be paid for actual hours worked. Employees will not automatically receive overtime pay unless they actually work their minimum scheduled hours. Disability leave taken will not count as hours worked for the purposes of calculating non guaranteed FLSA overtime except in the case of an emergency call back.

#### A. Call Back.

In keeping with the policy of the City to maintain an effective fire fighting force, it may be required for employees to work overtime on a shift basis. Rotating seniority overtime lists are established by the Department. Employees may be called in rotating order, when necessary, to fill positions.

1. Partial call back of twenty (20) hours or less will be administered by calling down the list, which begins with the least senior of the employees. A name is crossed off the list if: 1) the employee is unreachable, 2) he/she refuses the call back, or 3) he/she accepts the call back.

In the case of partial callbacks that are numerous and known well in advance, management may post a list of available partial callbacks and members may sign up for them.

A sign-up list will be posted and all personnel will be notified by email. For the first week employees may sign-up for a limited number of slots (determined by Battalion Chief). Multiple picks may be made in each round following the first week depending on the number of partial callbacks available until all slots are filled. Management will specify how many slots can be chosen for each round of picks.

If the employee cannot make the scheduled callback, he/she will find a replacement, change the master list, and notify the on-duty Battalion Chief.

2. Full-time call back of twenty (20) hours or more will be administered by calling down the list, which begins with the least senior of the employees. A name is crossed off the list if: 1) the employee is unreachable, 2) he/she refuses the call back, or 3) he/she accepts the call back.
3. Exceptions: If, at the time of call back, an employee is participating in a department-sponsored required, or non-required, activity, he will not be crossed off the call back list. Department-sponsored activities include, but are not limited to the following:
  - a. Classes
  - b. Seminars
  - c. Conferences
  - d. Meetings
  - e. Testing processes
  - f. Scheduled time trades
  - g. Wildland assignments
  - h. FEMA assignments
  - i. In the event that an activity does not fit into any of the above categories, the Fire Chief, or the Fire Chief's designee, will make the final determination if the activity is department sponsored.

No employee shall be called for less than two (2) hours and shall be allowed one hour to report for duty after being contacted by pager, telephone or other direct means. Forwarding of employees assigned pagers will be allowed. Overtime pay shall be at one and one-half (1.5) times for each call back hour so worked. Employees held over for reasons of manpower other than emergencies shall receive overtime pay at one and one-half (1.5) times the employee's base rate for each hour so worked. Except in the case of emergencies and/or special operations, overtime pay on a holiday shall be at triple time.

B. Emergency Call Back and Special Operations.

Call back in the case of any emergency or special operations, including those occasions on holidays, shall be at one and one-half (1.5) times the employee's straight time hourly rate of pay.

C. Platoon Personnel

Platoon employees shall be paid at the rate of one and one-half (1.5) times the employee's hourly rate of pay for all hours worked in excess of ninety one (91) hours in a 12-day work period, except as provided in Paragraph "A" above.

D. Day Personnel.

Other employees of the Department not exempt under the terms of the Fair Labor Standards Act will be paid at the rate of one and one-half (1.5) times their basic hourly rate for all hours worked in excess of forty (40) hours in a seven (7) day work period.

E. Compensatory Time.

Compensatory time, at the rate of 1.5 times straight time, may be awarded in lieu of cash overtime for department-related work or education when that work or education must be completed outside the regularly scheduled work period.

Management reserves the right to cash-out compensatory time balances. Compensatory time can be used when the absence does not necessitate a call-back at the time it is scheduled. Compensatory time must be scheduled at a minimum of two (2) hours per use. Compensatory time may be scheduled with the on-duty Battalion Chief and/or Acting Battalion Chief starting at 0800 on the shift that it is to be used on a first come first serve basis. Management will make reasonable effort to permit the use of compensatory time as requested by the employee. Compensatory time may incur roving charges to the Fire-EMS Department at no penalty to the employee. The maximum accrual for compensatory time will be forty-eight (48) hours for shift personnel and forty (40) hours for day personnel.

Section 5 - Clothing Allowance.

The employee shall be responsible for reasonable care of his equipment and willful neglect shall be cause for disciplinary action. The clothing shall be worn during duty hours only, to and from work, community relations work, and Fire-EMS Department functions, and any deviation will be considered misuse of City property and may be subject to disciplinary action. The City shall provide for the normal care and maintenance of said equipment to insure that it be kept in good and safe condition.

All entry-level shift personnel shall be granted a uniform credit equal to the actual cost of three (3) work uniforms (3 shirts and 3 pair of trousers); one (1) pair of safety boots or safety shoes; s and, two (2) tee-shirts , and any other item required.\* Uniforms are the property of the City of Casper and upon termination or resignation from the Fire-EMS Department, prior to completion of the probationary period, all clothing issued or paid for by the City of Casper shall be returned to the Department.

Upon permanent assignment, a dress uniform will be furnished consisting of the following:

- a. 1 dress cap;
- b. 1 dress coat;

- c. 1 pair dress trousers;
- d. rank and classification badges and insignia as required; and,
- e. dress shoes.

All shift personnel below the rank of Division Chief shall be granted annual uniform replacement credit equal to the actual cost of one (1) work uniform (one shirt and one pair of trousers); one (1) pair of safety boots or safety shoes; and, two (2) tee-shirts, and any other item required.\* The credit can be used for the purchase or replacement of any item required to be worn by the uniform policy which is issued by the City. It can also be used for any approved optional item of clothing. The City shall provide for normal repair or replacement of the current allotment of clothing, except as provided in the first sentence of Article IV, Section 5. Repair and replacement of clothing purchased in prior Agreement years shall be the exclusive responsibility of the employee.

The uniform order will be provided to all employees no later than June 15. The employee order form will be completed and submitted by July 15 and the uniform items will be ordered no later than August 1.

All day personnel shall be allotted the amount of the annual uniform allowance and can either order from the uniform list or purchase civilian clothes and be reimbursed up to the same dollar amount allotted to each employee. The Union and Management may mutually agree on instances where exceptions are necessary.

All employees shall be provided a uniform jacket as needed.

\* The above items, where appropriate, shall be Nomex or NFPA approved.

Section 6 - Hours of Work.

Platoon or Fire Protection Employees. It is agreed that the declared work period for such employees is twelve (12) days, and that they shall work in twenty-four (24) hour shifts, on a three (3) platoon basis as posted on the Fire Department bulletin board. The declaration is made pursuant to 29 USC Section 207(K) and 29 CFR Part 553.

1. The 48/96 shift schedule is a three-platoon system in which employees work two consecutive twenty-four hour shifts for a total of forty-eight (48) hours, and have ninety-six consecutive hours off. A typical work period is as follows:  
X= work day, and O=day off: XXOOOOXXOOOOXXOOOO and so on.
2. A shift is defined as twenty-four (24) hours.

3. The maximum consecutive hours an employee can work will be ninety six (96). If an employee has reached his maximum hours worked they will not be removed from a callback list.
4. In the event a shift is scheduled to work both December 24<sup>th</sup> and December 25<sup>th</sup> of the same year, the shift assigned to work December 23<sup>rd</sup> will be reassigned to work on December 24<sup>th</sup>. The shift originally scheduled to work December 24<sup>th</sup> will be reassigned to work December 23<sup>rd</sup>.
  - a. In the event that this effects the hours of work in a work period, other reassignments shall be agreed upon by labor and management.
5. It is agreed that the declared work period for platoon employees is twelve (12) days.

Day Personnel. The normal work period shall consist of eight (8) hours per day, with five (5) days of work scheduled during a seven (7) day work period. Normally, the work days would be Monday through Friday. Work schedules shall be at the discretion of the Chief.

Platoon personnel. Employees required to travel from one work duty station to another and are notified before 08:00 shift exchange shall be paid fifteen (15) minutes to gather firefighting equipment and travel to new station. No travel time will be paid for travel required for employee shift exchange as in Section 19 – Shift Exchange.

#### Section 7 - Pension Payroll.

The City and the employees shall pay their proportionate share into the Firemen's Pension Fund, as required by the State Treasurer in accordance with State Law. The proportionate shares shall be calculated on the gross pay with each payroll processed.

The City contributes 12% of employee's compensation towards the Plan "B" retirement. If the state determines that the "B" pension has reached a level where it is no longer necessary to fund the plan at the 12% level, the City will make available to the individual employee the option of contributing the difference between the required State contribution and 12% to the State of Wyoming's Deferred Compensation plan. However, each employee must match the City's contribution to the State of Wyoming's Deferred Compensation plan dollar for dollar. (An example would be, if the State dropped the required City contribution from 12% to 10%, the City would contribute up to 2% to the State of Wyoming's Deferred Compensation plan contingent upon the individual employee contributing the same amount as the City, i.e. up to 2%). The City has no further obligation if the employee does not participate by matching the dollar amount.

The State of Wyoming's Deferred Compensation plan is designated for all employees covered by this Collective Bargaining Agreement who opt to participate in the City sponsored Deferred Compensation plan.

## Section 8 - Health, Dental and Life Insurance.

Health insurance costs, which include major medical and dental coverage, are to be shared by the employee and the City. Employees will enjoy the same health insurance benefits and pay the same premiums as all other regular full-time City employees. Premiums may be adjusted by the City from time to time.

The Casper Fire-EMS Department will be provided up to two (2) representatives on the City's Health Plan Design Committee.

Life insurance shall be maintained by the City at a level equivalent to the employee's annual salary to a maximum of \$32,000.

Employees retiring after the effective date of the 1997-98 Collective Bargaining Agreement, and their dependents, shall enjoy the same health insurance benefits and pay the same premiums as all other City retirees. "Retirement" shall mean separation from the City as an Employee upon terms that entitle the employee to receive a service or disability pension under Article 2 or 4, Chapter 5, Title 15, of the Wyoming State Statutes, as amended.

A Retirement Health Savings (RHS) Plan with the International City Management Association Retirement Corporation (ICMA-RC) shall be provided to all employees covered by this Collective Bargaining agreement. Such Plan shall have a direct mandatory Employer contribution of \$500 each plan year per employee, and a direct mandatory contribution of \$500 per Employee covered by this Collective Bargaining agreement each Plan year. This benefit is dependent on mandatory enrollment of all employees covered by this Collective Bargaining agreement. A participant who separates from the service of the Employer prior to retirement will be eligible to receive benefits immediately upon separation from service.

Nothing herein shall be construed to limit any rights of the parties under law to negotiate an alternative health and dental insurance plan.

## Section 9 - Vacation.

### Platoon Personnel:

#### **Definitions:**

Shift: A "shift" equals twenty-four (24) hours.

Partial Vacation Shift: Partial vacation shifts are only available in 12-hour increments limited to blocks beginning at 0800 and 2000.

Anniversary Date: In reference to the vacation selection process, an employee's anniversary date shall be the date of hiring.

Pick: A "pick" is defined as consecutive duty cycle(s) (tours), or a partial or a single shift.

Full Duty Cycle or tour: A “full duty cycle or tour” is defined as 2 consecutive regularly scheduled 24 hr shifts.

**Accrual and Balances:**

Platoon Personnel:

Effective July 1, 2012, the vacation accrual shall be as follows:

- A. Service of less than 5 years – 8 shifts (6.31 hours / 12-day pay period)
- B. Service of 5 or more, but less than 10 years – 9 shifts (7.10 hours / 12-day pay period)
- C. Service of 10 or more, but less than 15 years – 12 shifts (9.47 hours / 12-day pay period)
- D. Service of 15 or more, but less than 20 years – 13 shifts (10.26 hours / 12-day pay period)
- E. Service of 20 or more –14 shifts (11.05 hours / 12-day pay period)

All platoon personnel may have, up to, a maximum of three hundred sixty nine (369) vacation hours in their vacation bank.

**Vacation Selection Process:**

The vacation list shall be issued no later than November 1 of each year. Vacations shall be selected by December 31 of each year for the following year. Vacation shall be selected on a rotating seniority basis. Vacation picks can be chosen or floated during rotating seniority picks. Vacation leave shall be maintained with a positive balance after December 31, 2014, unless written approval is granted by the Fire-EMS Chief.

Prior to January 1<sup>st</sup>, no more than three (3) persons can be scheduled on vacation on any given shift. Two of the three vacation slots are reserved for full duty cycle (tour) vacations until January 1. A third vacation slot is available for full tour, single, or partial shifts. A single vacation period may not exceed a consecutive twelve (12)-shift period.

Examples:

Correct selections prior to January 1<sup>st</sup>:

July 3-4	Jones, White, Johnson (4)
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July 3-4	Jones, White, Johnson
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Incorrect selections prior to January 1<sup>st</sup>:

July 3-4	Jones, White(4), Johnson (4)
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July 3-4	Jones, White(3), Johnson (4)
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*Two of the three vacation slots are reserved for full duty cycle (tour) vacations until January 1. Therefore, in this example Johnson could not schedule a single or partial shift during the selection process as White had already selected a single shift during the tour.*

### **Floating Shifts:**

Floating shifts may be chosen first come first serve after January 1<sup>st</sup> and may be used in any open vacation slot. Floating shifts may be taken as full shifts, or as partial (12-hour) shifts. Vacation slots must be picked by 7:00 a.m. of the day chosen.

A fourth floating vacation slot is available after January 1<sup>st</sup> only when scheduled staffing is such that a fourth vacation slot will not cause a drop below minimum staffing levels. An employee using a fourth vacation slot must provide a standby to cover the vacation shift in the event said vacation shift would cause a call back. The standby must be available until 0700 of the shift taken.

Floating shifts used for the purpose of time trades will not result in any additional expense to the City (i.e., you must have a standby in the event the shift is in a call back situation).

The Chief Officer may allow reselection in the event vacation slots become available after December 31. Vacation hours may be used in the event of an emergency with the approval of the on-duty Battalion Chief. Only in this use can vacation be taken in increments other than 12 or 24 hours.

### **Holidays:**

If a shift employee is on vacation, and his/hers assigned platoon works a holiday, he/her shall be granted another shift of vacation, but said employee shall not be eligible to receive compensation for such holiday at double time. If an employee chooses to take holiday shift on a holiday, no extra time shall be granted, nor shall the employee be paid double time for such a day of vacation.

### **Day Personnel:**

Effective July 1, 2010, the vacation shall be as follows:

- A. Service less than nine years - 14 business days (4.31 hours per bi-weekly pay period);

- B. Nine years, but less than fifteen – 20 business days (6.15 hours per bi-weekly pay period); and,
- C. Fifteen years, but less than twenty - 24 business days (7.38 hours per bi-weekly pay period).
- D. Twenty years or more – 25 business days (7.69 hours per bi-weekly pay period).

A business "day" equals eight (8) hours.

In reference to the vacation selection process, an employee’s anniversary date shall be the date of hiring. Vacation time shall be taken when such time does not impair the operational needs of the Casper Fire-EMS Department and notice shall be given to the employee’s supervisor prior to the requested vacation time.

Day personnel will have a maximum accrual limit of two hundred twenty (220) hours. Vacation balances shall not be negative.

Upon separation of employment with the City of Casper, up to a maximum of three hundred sixty nine (369) hours of the employee’s accrued vacation time shall be paid to him/her in accordance with the hourly rate the employee was receiving at the time of separation from service. Any vacation balance in excess of three hundred sixty nine (369) hours shall not be compensated to the employee by the City of Casper. In the event of death of an employee all of the employee’s accrued vacation time, at the time of death, shall be paid to his/her estate in accordance with the hourly rate the employee was receiving at the time of his/her death.

Section 10 - Holidays.

All shift personnel whose duty cycle begins at 8:00 a.m. on any of the following listed dates shall be compensated for such work at two (2) times their base pay, provided, however, they actually work such duty cycle on the actual day of the holiday.

<u>2015</u>	<u>2016</u>	<u>2017</u>
July 3	January 1	January 2
September 7	February 15	February 20
October 12	May 30	May 29
November 11	July 4	
November 26	September 5	
November 27	October 10	
December 25	November 11	
	November 24	
	November 25	
	December 26	

In the event the City of Casper grants any City employees more than ten (10) holidays annually, employees shall be granted such additional holiday or holidays nearest to Christmas Eve or New Year's Eve

Platoon employees who work on any of the above dates shall be compensated as above. Day personnel shall observe the holiday recognized by general City employees for those holidays listed above.

Employees on leaves without pay are not eligible for holiday pay.

#### Section 11 - Sick Leave.

- A. Platoon Personnel: Sick leave for non-duty connected injury or illness shall be accrued at the rate of 6.63 hours per 12-day work period or 8.4 shifts per year. Sick leave shall be charged per hour used. Sick leave accumulation shall commence at date of employment.
- B. Day Personnel: Sick leave for non-duty connected injury or illness shall be accrued at the rate of 5.54 hours per bi-weekly pay period, one and one-half (1-1/2) days per month eighteen (18) days per year of continued employment.
- C. Sick leave shall be granted upon request, provided that the Chief may require a written affidavit of the employee or a written doctor's statement before certifying to sick leave pay. Employees shall be charged for one (1) hour of sick leave for every hour of sick leave used, calculated to the nearest hour within a one (1) hour minimum.
- D. Sick leave may be used for emergency medical conditions in the immediate family.
- E. Sick leave (one shift per instance) may be used for attendance at the employee's child's delivery. An additional one (1) shift may be used upon approval of the Fire Chief in extenuating circumstances.
- F. One (1) shift of bereavement leave may be used for death in the immediate family. This shift of bereavement leave will not be deducted from the employee's sick leave bank. Shifts of sick leave shall be granted with the approval of the Fire Chief in extenuating circumstances. Immediate family shall be defined as parent, grandparent, brother, sister, child, grandchild, or spouse and equivalent relations by marriage. One (1) shift of sick leave can be used in the case of death of the employee's and by marriage equivalent: aunt, uncle, niece, or nephew. Additional shifts of sick leave shall be granted with the approval of the Fire Chief.
- G. Sick leave shall be accrued by employees without limit. The employee shall be paid the rate being paid to employee, as of the date of retirement, for one-half (1/2) of his accrued sick leave upon retirement, not to exceed one-fourth (1/4) of the employee's annual scheduled hours of work. For clarification purposes "Retirement" in this section is defined as termination of a firefighting career in any of the following situations:

- After Twenty Five (25) years of service
  - Employee has reached Fifty (50) years of age
  - Employee has met requirements for a disability pension under Article 2 or 4, Chapter 5, Title 15, of the Wyoming State Statutes, as amended.
- H. Sick leave will be available to employees who trade time, upon the approval of the Battalion Chief or Station Captain. Refer to Section 19 on shift exchange.
- I. Any false representation, when substantiated by a medical doctor, chosen and paid by the City, made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.
- J. For shift personnel, sick leave will not be used for non-departmental scheduled medical appointments.

Section 12 - Injury Leave.

- A. Whenever a classified employee of the Fire-EMS Department is injured while within the scope of his job responsibilities, he/she shall apply for benefits as provided by the Wyoming Worker's Compensation Act. The employee also shall have the option of using sick leave and, when sick leave is exhausted, vacation, to bridge and/or supplement worker's compensation benefits.

In the event of a duty-connected injury which necessitates an absence from duty for less than 72 consecutive hours, the employee shall have the option of using up to 24 hours of sick leave for said injury. In the event of a duty-connected injury which necessitates an absence of 72 consecutive hours or more, the employee shall have the option of using sick leave and, when sick leave is exhausted, vacation at the rate of 8 hours for each 24-hour absence from duty due to compensable injury. The option to use sick leave or vacation to supplement worker's compensation payments shall cease as of the earliest date that the employee is eligible for retirement or disability pension in accordance with the provisions of the Firemen Pensions and Death Benefits Act.

- B. In the event that a Worker's Compensation Claim is approved and subsequently it is found that just cause exists to contest said claim, Management may file a grievance, as provided for herein, prior to taking any other remedial action.
- C. Any false representation made by an employee in connection with a claim for State Compensation benefits shall be deemed just cause for discipline.
- D. Employees returning from injury leave refer to the physical fitness section of the Casper Fire-EMS Department Policy Manual for return to full duty requirements.

- E. Temporary light duty work agreements shall be at the discretion of the Fire Chief. Temporary light duty work assignments will not start without a note listing specific restrictions from the medical care provider that the employee is being treated by. The note of restrictions shall be provided to Risk Management who is responsible for creating and maintaining all temporary light duty work agreements. Temporary light duty work assignments shall begin at the beginning of the next closest pay period being able to return to work in a light duty capacity.

During the time employees are in a temporary light duty capacity, vacation and sick leave accruals will be accrued based on a Day Personnel rate. When employees return back to full duty their accrual rates will return to the Platoon Personnel rate.

#### Section 13 - Family and Medical Leave Policy.

The City will abide by the provisions of the Family and Medical Leave Act of 1993, and employees will be covered by the City-wide policies related thereto, as they are amended from time to time.

#### Section 14 - Career Development.

Employees may be granted time and expenses to attend conferences, conventions, and schools each year. Employees attending approved career development opportunities will be granted education hours, in addition to the travel, classroom attendance, and homework hours, to maintain regular scheduled work period hours.

Expenses shall include lodging, air transportation, ground transportation, tuition, and meals. All requests for schools and conferences shall be made to the Fire Chief or his designee. Time off will be granted based upon operational needs of the Casper Fire-EMS Department.

#### Section 15 – Incentive Pay (State of Wyoming Certification and Education).

The following grid stipulates incentive pay that will apply to all employees covered by this Agreement. The incentive percentages shown on the grid are to be applied to the employees then hourly rate of pay to determine the amount of the additional incentive pay, which percentages, in no event, shall accumulate to a total of more than of 7.5%. Incentive pay may change from year to year depending on what certifications and/or education is achieved. It is the responsibility of the employee to provide Human Resources a copy of the certification and/or education upon receipt of certification/degree. Positions authorized to receive said incentive pay will be at the discretion of the Fire Chief.

<b>1% Incentive</b>	<b>2.5% Incentive</b>	<b>3.5% Incentive</b>	<b>5% Incentive</b>	<b>7.5% Incentive</b>
CAR SEAT TECHNICIAN	EMT – FULL MODULE	B.A./B.S.	EXECUTIVE FIRE OFFICER	PARAMEDIC
HAZMAT TECHNICIAN	P.O.S.T.		M.A./M.S.	
PLATOON COORDINATOR	A.A./A.S.			
SCBA				
PIO				
EMT - INTERMEDIATE				
FIRE & EXPLOSION INVESTIGATOR				
FIRE PLANS EXAMINER				
ENGINEERING TECHNOLOGIES TECHNICIAN				
FIRE PROTECTION SPECIALIST TECHNICIAN				

Those who currently receive incentive pay of \$0.10/hour for 32 credit hours will be grandfathered and shall continue receiving this rate of incentive pay. As of the date of this Agreement, those who are grandfathered in will be the only ones to receive incentive pay for 32 credit hours.

All accreditation must be sanctioned by institutions governed under the American Council on Education and verification must be presented to the Fire Chief, or his designee, prior to payment. All degrees must be in Fire Science, Public Administration, Business Administration, Health Sciences, Education, or a related field.

Tuition reimbursement shall follow the City’s Tuition reimbursement program (Appendix A).

Section 16 - Rule Changes.

The Union shall be given vocal consideration of rule changes proposed by the City to the Civil Service Commission.

Section 17 - Union Business.

- A. The Union shall notify the Fire Chief of the names of the Officers of the Union within at least one week following their designation. When approved by the Fire Chief, the President, or in his absence, the Vice-President and the Secretary-Treasurer, shall be allowed time off to attend Local 904 Union meetings. Said approval shall be granted by the Fire Chief when said leave would not disrupt or interfere with the service of the

Department. In determining whether or not to grant such leave, the relative interests of the parties and the circumstances of the parties at the time such leave is requested shall be considered, as well as the purposes for the leave. The Union shall endeavor to conduct all necessary Union business during the non-working time of the greatest number of employees required for such business.

- B. When approved by the Fire Chief, four (4) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Said approval shall be granted by the Fire Chief when said leave would not disrupt or interfere with the service of the Department. In determining whether or not to grant such leave, the relative interests of the parties and the circumstances of the parties at the time such leave is requested shall be considered, as well as the purposes for the leave.
- C. Four (4) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union, for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty, provided that such time off shall not interfere with the administration and operation of the Fire-EMS Department.
- D. The President and the Vice-President, or their authorized representative, shall be allowed a combined total of six (6) calendar days per year off with pay to attend I.A.F.F. seminars and conventions, Federated Fire Fighters of Wyoming organization meetings, negotiation sessions, labor/management meetings, or preparation for negotiations, or meetings between City and Union. In no case may more than two (2) on-duty employees be absent from work at any given time. The Chief Officer must be notified in advance of said absences, except in extenuating or aggravating circumstances.

In addition, whenever the above representatives are working on legislative problems of mutual interest to the City and the Union, as agreed upon by the Union President and the City Manager such as revenue legislation, pension meetings with the Wyoming Association of Municipalities, or with a State legislative committee, they shall be allowed time off with pay to attend these meetings.

- E. No employee shall leave his/her assigned job or position without first duly reporting to his/her supervisor when he/she leaves and immediately upon his/her return.
- F. Members of the Union are permitted to attend the Legislative Session for any purpose, except that such attendance shall not be at a time when the employee is being compensated by the City, unless such payment is as a result of a shift exchange as provided in the first paragraph of Section 19 of this Article.

Section 18 - Public Service.

Any member of the Fire-EMS Department who is appointed to a City-related public office, governmental commission, or governmental committee, which shall not be a full-time position, may be granted leave from duty without loss of seniority or other benefits upon the approval of the Fire Chief. In this instance, the City will pay, in wages, the difference between any payment received for said service/s, if any, and wages for the employee's regularly scheduled work period.

Section 19 - Shift Exchange.

SHIFT EXCHANGE FOR LEGISLATIVE USE:

For purposes of the provisions of Article IV, Section 17(f), employees may, by agreement between themselves, exchange shifts so long as: (1) a suitable replacement is provided by the employee attending the Legislative session; (2) attendance by the employee at the Legislative session results in no added cost to the City; Shift exchanges under this Section may be canceled by the Fire Chief, or his/her designee, if such cancellation is necessary to insure full shift strength, or in the event of an emergency.

SHIFT EXCHANGE FOR GENERAL PURPOSES:

Exclusive of the provisions of Article IV, Section 17(f), employees may by agreement between themselves, exchange not to exceed 26 shifts annually with the consent of their superior. Shift exchanges for attendance at National Guard Camp, or donation of time by employees to any member representing the Union in Local 904 affairs, shall be permitted, but lists setting out such replacements and shifts to be served must be submitted to the Chief Officer fifteen (15) calendar days prior to departure, except in extenuating and aggravating circumstances.

Sick leave will be available to employees who trade time, upon the approval of the Battalion Chief or Station Captain. The Battalion Chief may ask the employee to report to the station to verify the illness or injury. Employees who use sick leave on a time trade will be required to report the hours as "time trade disability". Employees will not receive payment for time trade disability hours, but will have those hours deducted from their disability bank.

The Union holds the City harmless from any action or inaction due to exchanged shifts. In the event an employee terminates employment, all shift exchange obligations are the responsibility of all individuals involved. Employees may not project termination dates, (except in some retirement situations to meet service requirements) to include any form of paid time off.

Section 20 - Off-Duty Work.

The use of off-duty time by a member of the Casper Fire-EMS Department, when not in uniform, shall not be subject to any restriction by the City, except as to avoid overtime pay as provided under applicable labor laws and regulations, provided that no such use of off-duty time shall

materially interfere with such member's performance while on duty, nor promote conflict of interest.

### Section 21 – Union Representation

Employees have the right to Union representation at a disciplinary meeting. It is the employee's responsibility to request Union representation. Union representation is defined as a Local 904 member that is a current Executive Board Member. Management is defined as the Fire Chief or his or her designee.

- Management may not select the Union representative for the employee.
- Management should allow time for the employee to consult with a Union representative before the meeting. Work time must be granted if the expediency of the meeting does not allow for the use of personal time for this consultation.
- Management cannot require the Union representative to remain silent throughout the meeting.
- Employees cannot unreasonably delay the disciplinary meeting by insisting on a Union representative who is absent from the work site when there is another representative available.
- The Union representative shall not transform the meeting into an adversarial confrontation between the Union and the employer.
- If Union representation is requested, then both management and Union representation shall keep official minutes of the disciplinary sessions. Both parties shall exchange copies of the minutes at the end of the meeting for edit and approval. The parties shall jointly initial minutes mutually approved. The format of the minutes will be a brief summary rather than a verbatim record.

## ARTICLE V

### MISCELLANEOUS

#### Section 1 - Seniority and Promotions.

The Fire Chief will establish a seniority list, and it will be brought up to date on or before November 1<sup>st</sup> of 2015, and on or before November 1<sup>st</sup> every third year thereafter until this Agreement terminates or is otherwise modified between the parties. The seniority list shall be immediately posted in an accessible location to all employees. Any objections to the seniority list as posted will be reported to the Fire Chief within ten (10) days, or it will stand approved. Management reserves the right to move employees among platoons as needed to accommodate promotions, specialties, shortages, etc. at any time in the sole discretion of management. Station assignments may be changed annually, or as determined necessary by management.

Any employee, after holding a position or rank, will not be subject to re-examination for the same position when such transfer is requested by Management. In order to facilitate a return to a previously held position, the most junior person in that class will be returned to the rank previously held. Any classified employee reassigned to a lower position or class due to a decision by Management other than for failure of probation will, for a period of three (3) years following said reassignment, be certified as "number one" on any existing or subsequent promotional lists for the permanent position from which employee was reassigned. All non-management promotions will be made within fourteen (14) days from the time of such vacancy, and must come from the active promotions list at the time of the vacancy. The City shall attempt promotions to management positions within sixty (60) days for Division Chiefs and ninety (90) days for Fire Chief of such vacancy, except in the case of a reduction in force, or where appropriate, the City Manager may have a reasonable extension of time, if a certified promotional list exists. The City will hold examinations as often as needed to insure the current status of eligibility lists for non-management positions. All promotions will be subject to a twelve (12) month probation period. All eligibility lists will remain in effect for a period of two (2) years following the date of certification by the Civil Service Commission.

All pay changes, including promotions, that occur in the first half of the 12-day work period are effective the first day of the period, and all pay changes, including promotions that occur in the second half of the 12-day work period are effective the first day of the following 12-day work period.

Fire employees who elect, either through promotion or transfer, to move from shift work to days or vice versa will be subject to benefit conversion. The benefit conversion will be calculated under the appropriate following formula:

Shift to days:

$$\frac{2080 \text{ (annual days hours)}}{2920 \text{ (annual shift hours)}} = (0.7)$$

shift disability leave hours balance x 0.7 = day balance conversion  
 shift vacation leave hours balance x 0.7 = day balance conversion

Days to shift:

$$\frac{2920 \text{ (annual shift hours)}}{2080 \text{ (annual days hours)}} = (1.4)$$

day disability leave hours balance x 1.4 = shift balance conversion  
 day vacation leave hours balance x 1.4 = shift balance conversion

Section 2 - Training, Physical Conditioning and Health Evaluation.

The City and the Union agree that physical fitness of all employees is desirable for prevention and mitigation of injury, as well as providing fit employees capable of meeting the demands required of them. As such, management shall implement a plan of physical fitness to include:

- A. Participation in a regularly scheduled physical fitness program for all departmental employees, each shift or day, to be noted on the performance evaluation.
- B. An annual test, agreed upon by management and the Union, to measure the physical ability of each individual in accordance with performance standards established by management and based upon job related standards. Results of individual and overall performance standards shall be made available to the Fire Chief within ten (10) working days of testing.
- C. Annual physical assessments will be performed by all employees covered by this collective bargaining agreement. Assessments and results will be strictly confidential. Assessments will be conducted six months opposite the scheduling of the annual physical fitness test. The results will not be used in any disciplinary actions against the employee. Only the training division will store the test results. The results are only to be seen by the employee and fitness coordinator. This material will have no effect on performance evaluations or consideration for promotion. Test results will serve to assist the employee to gauge personal performance to ensure readiness for the annual physical fitness test. Fire administration will be responsible for having a minimum of three fitness coordinators; Coordinators will be educated in fitness and certified by management.
- D. The City shall provide a medical examination/physical by a medical care provider that is mutually acceptable between the City and the Union. The medical examination/physical will be scheduled per the following criteria and shall include inoculations and testing in compliance with OSHA mandates and Fire-EMS Department management recommendations using the Firefighter Physical protocol as guidelines:

Under the age of forty (40) – Bi-annual  
Over the age of forty (40) – Annual  
Haz-Mat Technician - Annual

Section 3 - Indemnification.

The City shall, upon review of the particular circumstances, save harmless and indemnify employees against any tort claim or judgment arising out of an act or omission occurring within the scope of their duties as employees, as provided by Wyoming Governmental Claims Act. The City recognizes and will abide by its obligation to the employees expressed in the Wyoming Governmental Claims Act. It's not the intention of either party that the City or the employees waive any immunity or limitation of liability.

Section 4 - Labor/Management Meetings.

The Union and the City shall establish mutually acceptable times, at least quarterly, to meet for discussion on general City policies relating to Union-Management cooperation, a review of major City programs as they relate to the fire fighting function, and suitable items of general

interest to the employees of the Department. These meetings shall be to encourage continued open communication between both parties and not be used to discuss alleged grievances either by the Union or by the City. The Union and the City shall meet for breakfast, or lunch, one month prior to formal negotiations to discuss matters that need to be addressed.

Section 5 - Safety.

When the Safety Committee is asked for a recommendation by the Fire Chief, the Union shall have one designated person on the Committee to represent the Union and provide input.

Section 6 - Effective Date and Duration.

This Agreement shall become effective the 1st day of July 2015 and shall remain in force until a new agreement is reached between the Union and the City. This Agreement is anticipated to remain in effect until June 30, 2017.

This Agreement can only be amended by a written document signed by both parties hereto. Any request for collective bargaining concerning an agreement following the expiration of this Agreement shall be presented in writing to the other party not more than one hundred thirty (130) days, or less than one hundred twenty (120) days before the last day on which money can be appropriated by the City in the year this Agreement expires as provided by W.S. 16-4-111.

If any portion of this Agreement is determined to be illegal, unenforceable, or null and void by any tribunal of competent jurisdiction, such determination shall not affect any other clause or provision hereof. Also, this shall not give any right to either party to negotiate or renegotiate any part or all of this Agreement unless mutually agreed to in writing.

Section 7 - Custom and Usage.

Existing working conditions not specifically mentioned herein, and established prior to July 1, 1978, by custom and usage, shall not be altered during the life of the Agreement, except by mutual consent. Future working conditions can be unilaterally altered or withdrawn by Management, except in cases where said working conditions have been mutually negotiated as a part of a collective bargaining agreement, or mutually consented to as reflected in a Memorandum of Understanding. Management reserves the right to make administrative changes in operation consistent with efficiency and modern fire fighting techniques.

Section 8 - Embodiment of Agreement.

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior written agreements, unless expressly stated in this Agreement or Memorandum of Understanding.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not prevented by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 9 - City of Casper – Fire-EMS Department Drug and Alcohol Testing Policy.

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## SECTION I: PURPOSE

In compliance with the Drug-free Workplace Act of 1988 and in recognition of the Fire-EMS Department's (the "Department") compelling interest in provide a work environment that is safe, healthy, and productive for employees and the public, the following policy has been accepted:

- A. Employees are advised that manufacturing, distributing, dispensing, possessing, or using illegal controlled substances, including alcohol, on the job is prohibited; and there are job related penalties for violations.
- B. The Department follows the City's Drug Free Workplace Policy and shall abide by its terms and conditions as part of this specific policy.
- C. An employee, after being arrested for a violation of a criminal drug or alcohol law or ordinance, shall notify the Fire Chief, or his/her designee, of such arrest no later than five (5) calendar days after such arrest. Any such employee shall further notify the Fire Chief, or his/her designee, of any conviction, acquittal, deferral or other disposition of any such criminal charge or charges no later than five (5) calendar days after any such conviction, acquittal, deferral, or other disposition thereof.

## SECTION II: CONSEQUENCE OF VIOLATION

Termination of employment will be recommended for any employee who tests positive for alcohol or a controlled substance pursuant to this policy. Any supervisor, who violates responsibilities identified in this policy, shall be subject to disciplinary action in accordance with the City of Casper Personnel Rules and Regulations Manual.

## SECTION II: SELF DISCLOSURE

If an employee self-discloses a drug or alcohol problem to the Fire Chief and/or the Human Resources Director before being suspected of being under the influence of drugs or alcohol, or before being selected for a random test for drugs/alcohol pursuant to this policy, no disciplinary action will be taken against the employee for the act of self disclosure. Such an employee will be advised that he or she may use accrued benefits according to the City FMLA leave policy to seek help from a Substance Abuse Professional.

## SECTION III: APPLICABILITY

This policy applies to all employees covered under this collective bargaining agreement assigned to the Department.

## SECTION IV: DEFINITIONS

**CONTROLLED SUBSTANCE** – means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in Regulation 21 CFR 1308.11—1308.15.

**ILLEGAL DRUGS** – means any drug or controlled substance, the possession or use of which is unlawful, pursuant to any federal, state, or local laws or regulations.

**UNDER THE INFLUENCE** – The use or misuse of any drug or controlled substance, or alcohol that results in a positive drug/alcohol test as defined in the Section V.( C.) below.

#### SECTION V: PROCEDURES

The following procedures apply to all employees while on duty.

##### A. Prohibited Activity – Drugs

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest or inhale any illegal, controlled, or dangerous substance, unless as prescribed by a licensed medical practitioner.
  - a. Employees shall notify their immediate supervisor of the employee's use of prescription medicine that may impair job performance. It is the employee's responsibility to consult with his or her doctor regarding the nature of his or her duties and the interaction with the prescribed drug. The employee shall advise the supervisor of the known side effects of the medication and the prescribed period of use. The prescribed medicine shall be taken according to the physician's instructions. The employee is not required to disclose either the condition that the medication is prescribed for or the name of the medication.
  - b. Employees shall notify their supervisor immediately if they unintentionally, while on duty, ingest, inhale, etc. a controlled substance.
  - c. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in a secure location as described in Section VIII of this policy, and not in the employee's personnel file.
3. No employee shall ingest or inhale any prescribed medication in amounts beyond the recommended dosage, unless authorized by the physician.

##### B. Prohibited Activity – Alcohol

1. All employees are prohibited from possessing alcohol while on duty with the exception of medications containing alcohol. This section does not apply to employees handling alcohol-containing products in the performance of their duties.
2. No employee shall report for duty or remain on duty while having greater than 0.02% blood-alcohol concentration.

C. Positive Tests

1. A positive alcohol test is a test where the result is above 0.02% blood alcohol content.
2. Concentrations of an illegal drug at or above the standards set forth in 49 CFR Part 40 in the field of illegal drug testing shall be considered as a positive test, both for initial screening and confirmation. Confirmation shall be by test on a urine specimen that tested positive, on the initial screen, using a technologically different method from the initial screening method, such as gas chromatography/mass spectrometry. "Generally accepted standards" means the standards set forth in 49 CFR Part 40 and used by a certified testing laboratory used for any drug/alcohol test described in this policy.

The employee's supervisor will request an Instant Test to be performed by Urgent Care of Casper, or if unavailable, another testing facility in the discretion of supervisor, when he/she believes there are specific, articulable, and objective facts from which it is reasonable to infer that further investigation of an employee's behavior is warranted. The employee's supervisor will refer to Section IV, Testing, Subsection B. Reasonable Suspicion Testing of the Fire-EMS Department's drug and alcohol policy."

Supervisors shall reasonably detail, in writing, the specific facts, symptoms, and/or observations, as well as any corroboration, which formed the basis for their determination for requesting an Instant Test to be performed. All written reports shall be forwarded to Human Resources.

SECTION VI: TESTING

A breath, and/or a urinalysis, or saliva, test under this policy shall be used in any of the following situations:

Pre-employment testing  
Reasonable suspicion and Post Accident testing  
Random testing

A. Pre-employment Testing

After a conditional offer of employment and before an employee is hired, each candidate shall be tested for alcohol and controlled substances. The conditional offer shall be withdrawn if either test indicates a positive result.

B. Reasonable Suspicion and Post Accident Testing:

1. Matters and circumstances that may be considered in determining reasonable suspicion include:
  - a. Information concerning a prohibited activity;
  - b. The reliability of the information;
  - c. The degree of corroboration;
  - d. Other contributing factors;
  - e. Abnormal or erratic behavior by the employee;
  - f. Information concerning recent drug or alcohol use by the employee, provided by reliable and credible sources;
  - g. Direct observation of drug or alcohol use prior to the time of an accident/incident and/or situation;
  - h. Presence of observable symptoms consistent with drug and alcohol use; including but not limited to, glassy or bloodshot eyes, alcohol odor, slurred speech, poor coordination and/or poor reflexes;
  - i. Involvement in an on-duty accident or incident. Employees who are involved in an on-duty accident or incident shall be subjected to drug and alcohol testing performed by Urgent Care of Casper, or if unavailable, another testing facility in the discretion of the Risk Manager. Post accident testing provides for a safety discount on the Workers' Compensation premium;
  - j. A positive test result falls under the Drug and Alcohol Policy for City employees who are required to have a CDL.
2. Supervisors shall reasonably detail, in writing, the specific facts, symptoms, and/or observations, as well as any corroboration, which formed the basis for their determination that reasonable suspicion existed. This documentation is to be forwarded to the Fire Chief or his/her designee, and to Human Resources.

3. The facts and documentation underlying the determination of reasonable suspicion shall be disclosed to the employee at the time the demand for testing is made.
4. An employee, pending a drug/alcohol test, shall be temporarily removed from his or her job duties pending an investigation, and shall be placed on administrative leave with pay until the results of the drug/alcohol tests are received. The employee shall not be allowed to drive to or from the testing site, and the employee will be escorted to the testing facility and home by the supervisor, Fire Chief, and/or a Human Resources employee. If the employee tests positive for alcohol or drugs, the employee will continue on administrative leave, and a recommendation for termination of employment shall be made.
5. If an alcohol test is not administered within eight (8) hours or if a required controlled substance test is not administered within thirty-two (32) hours of the determination of its necessity, attempts to administer such test shall be abandoned and the reasons why the test was not administered shall be documented. Copies of this documentation shall be supplied to the Human Resources Department.

C. Random Testing

Random drug and alcohol testing shall be conducted for the Fire-EMS as follows:

1. At a minimum, employees, excluding management and secretarial staff, equal in number to ten percent (10%) of the average number of Fire-EMS positions, will be selected at random for alcohol testing each year.
2. At a minimum, employees, excluding management and secretarial staff, equal in number to twenty five percent (25%) of the average number of Fire-EMS positions, will be selected at random for controlled substance testing each year.
3. If, after any year of testing, the City Manager determines that the annual positive test rate so warrants, the percentage of random testing may be decreased or increased.
4. The method for selecting employees for testing shall be determined by the City but the method shall be scientifically valid and shall result in each Fire-EMS employee having an equal chance of being tested each time a selection is made.
5. Tests shall be unannounced and spread throughout the calendar year.
6. The Human Resources Director or his/her designee shall notify the supervisor that an employee is to be tested. The supervisor will notify the employee in person as soon as the employee arrives for work or is available during a work shift.

7. Upon notification of selection, Fire-EMS employees are to proceed immediately to the test site. Fire-EMS employees shall be accompanied to the test site by a supervisor.

#### SECTION VII: TESTING METHODOLOGY

- A. Employees shall sign a consent form at testing facility allowing the breath, and/or urine, or saliva test to take place and permitting release of test results to the City, and for the City's use in any and all employment disciplinary or termination actions or proceedings. Employees, who refuse to sign the consent form, to be tested, or to otherwise cooperate in the testing process, shall be deemed to have tested positive and a recommendation for termination of employment shall be made.
- B. Testing for drugs and alcohol and test sample verification shall be performed by certified personnel selected by the City. The test specimen for alcohol shall consist of a breath sample. The test specimen for drugs shall be urine or saliva.
- C. Confirmation for a positive alcohol test shall be done by a second breath test. The employee may request, at their expense, a blood test as confirmation.
- D. Confirmation for a positive drug test shall be by testing the saliva or urine specimen that tested positive, on the initial screen, by using a technologically different method from the initial screening method, such as gas chromatography/mass spectrometry. All positive drug test results shall be reviewed and interpreted by a Medical Review Officer (MRO) before they are reported to the employer. "Medical Review Officer" means the individual responsible for receiving laboratory results, who is a licensed physician. If the testing laboratory reports a positive result to the MRO, the MRO shall contact the employee, in person or by telephone, and shall conduct an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the MRO determines that there is a legitimate medical use of the prohibited drug, the drug test result shall be reported as negative to the employer. The MRO is designated by the City's chosen provider.
- E. Each test specimen for drug testing shall be subdivided into two bottles labeled as a "primary" and a "split" specimen. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of a controlled substance, the employee, at her/his expense, has seventy-two (72) hours to request the split specimen be sent to another certified laboratory for analysis. The employee will be reimbursed if the confirmation shows a negative result. The MRO initiates this procedure.
- F. The City shall pay the cost of all tests, which it requires. If an employee is required to submit to an examination or test, or await test results, the employee shall be paid his or her normal rate of pay during the testing and waiting period.

- G. In the event that an employee to be tested for drugs appears unable to provide a urine specimen at the time of the test, he or she shall be permitted no more than three (3) hours to give a specimen, during which time the individual shall remain in the testing area, under observation. The individual shall be given no more than forty (40) ounces of water to drink over the course of the three hours. Whenever there is a reason to believe that a specimen may have been altered or a substitution made, a second specimen shall be immediately provided by the employee. The testing facility will provide documentation to the Human Resources Director explaining the reasons for a second specimen. Failure to submit a specimen shall be considered a refusal to submit to a drug and/or alcohol test unless a physician provides a documented medical reason. A refusal to submit to the drug/alcohol test shall be deemed to be a positive test and a recommendation for termination shall be made.
- H. The Human Resources Director or his/her designee shall be advised of the results of the drug and/or alcohol test by the MRO.

SECTION VIII: HANDLING TEST RESULTS, RECORD RETENTION, AND CONFIDENTIALITY

- A. The Human Resources Director or her/his designee shall maintain records of alcohol, controlled substance, and drug misuse in a secure location with access restricted to the employee, the City Manager, the Human Resources Director, Human Resources Supervisor, Risk Manager, the employee's supervisor, and City legal counsel.
- B. The following records shall be retained for five years:
  - 1. Records of alcohol test results showing blood alcohol content.
  - 2. Records of verified positive controlled substance/drug test results.
  - 3. Documentation of refusals to take required alcohol or controlled substance/drug tests.
  - 4. Consent to Test and Release Information forms.
  - 5. Calibration testing records (kept at the testing/laboratory facility).
- C. An employee's test results shall be available for inspection by the employee.
- D. Records relating to an employee's drug/alcohol testing or misuse of drugs/alcohol may be used and disclosed in any and all termination or disciplinary actions or proceedings by the City. Such records shall not be released to other third parties without the employee's consent absent a court order, or unless otherwise contained in an order or discharge or reduction in rank issued by the Civil Service Commission of the City of Casper pursuant to Section 15-5-112 of the Wyoming Statutes.
- E. An employee's supervisor shall be informed of a confirmed positive test result by the Human Resources Director or his/her designee.

F. The confidentiality of an employee's drug/alcohol testing and the records related thereto shall be waived for purposes of hearings and further proceedings if the employee appeals his/her termination, or brings or commences an action against the City in any court or administrative agency which is based on, or in any way related to the employee's drug/alcohol test. The City shall have the right to disclose and use the employee's drug/alcohol records and documentation only in the defense of, and in the course of any such appeal, court, or administrative action.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

\_\_\_\_\_  
John C. Patterson  
City Manager

  
\_\_\_\_\_  
David Cardinal  
President  
FIRE FIGHTERS LOCAL UNION 904  
INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, AFL-CIO

## APPENDIX A

### TUITION REIMBURSEMENT POLICY

The City supports an employee's academic efforts, and believes in the value of education. The City will partially reimburse the employee for tuition and books for certain courses that it believes are job-related and enhances an employee's career or professional development at the City of Casper.

If an employee is a full-time employee and has worked for the City at least one (1) year, he or she may be eligible to participate in the City's tuition reimbursement program.

It should be understood that this policy covers reimbursement for college level courses. Since this type of education is voluntary on the part of the employee, the times at which the course meets are not considered hours worked (i.e., are on the employee's own time) and must not conflict with the employee's working hours unless pre-approved, in writing, by the employee's Department Head. Professional certification programs, seminars and workshops are not covered by this policy.

The amount an employee receives will depend on the City's approval, upon the grade received, and will not exceed a total annual reimbursement of \$2,500 per employee per fiscal year.

To receive tuition reimbursement, an employee must apply and be approved before the course begins. This is how the program works:

1. Complete a Tuition Reimbursement Request Form found on the Intranet under "Human Resources."
2. The employee's Supervisor and Department Head approves the form and returns the signed form to Human Resources.
3. The employee pays the initial tuition and book costs.
4. Within thirty (30) days of receiving their grades, the employee should attach the tuition bill, receipts for books and the final grades to a copy of the initial Tuition Reimbursement Request Form and send them to Human Resources. No tuition reimbursement will be paid, unless documents are received by Human Resources thirty (30) days from the date the employee receives their grades.
5. Within thirty (30) days of Human Resources receiving the required information, the employee will receive a reimbursement. Reimbursement of ninety percent (90%) is offered if the employee receives a grade of "A." Reimbursement of seventy percent (70%) is offered if the employee receives a grade of "B."

Reimbursement of fifty percent (50%) is offered if the employee receives a grade of "C" or "Pass." No reimbursement is provided for a grade "D", "F" or "Fail."

If an employee resigns or is terminated before receiving a grade, the employee will not be reimbursed for tuition or book expenses. If an employee resigns or is terminated within a year of receiving a reimbursement, the employee shall repay the City the full amount reimbursed. Any monies owed may be withheld from the employee's final paycheck.

RESOLUTION NO. 15-107

A RESOLUTION AUTHORIZING A CONTRACT WITH THE CASPER FIRE FIGHTERS LOCAL I.A.F.F. UNION 904 FOR THE CONTRACT YEAR 2015-17, EFFECTIVE JULY 1, 2015.

WHEREAS, the City of Casper and the Casper Fire Fighters' I.A.F.F. Local Union 904 have met and concluded negotiations for the 2015-17 contract year(s); and,

WHEREAS, certain changes have been negotiated between the City of Casper and the Casper Fire Fighters' I.A.F.F. Local Union 904.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor and the City Manager are hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Casper Fire Fighters' I.A.F.F. Local Union 904 for the contract year(s) 2015-17.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Charlie Powell  
Mayor

April 16, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: Liz Becher, Community Development Director  
Andrew Nelson, MPO Manager   
SUBJECT: Platte Park Bridge Planning and Environmental Linkage (PEL) Contract

Recommendation:

That Council, by resolution, approve the Metropolitan Planning Organization's (MPO) contract for professional services with Jacobs Engineering for the Platte Park Bridge PEL project in an amount not to exceed \$67,800.

Summary:

The MPO Policy Committee has selected Jacobs Engineering to complete a PEL study for Evansville's Platte Park Bridge. This project will complete initial environmental evaluations, feasibility studies, and cost estimates necessary for a new bridge or another alternative to provide Evansville with a secondary access to and from town.

Funding from this project comes from a consolidated transportation planning grant through the Federal Highway Administration, Federal Transit Administration, and the Wyoming Department of Transportation and local match provided by the Town of Evansville.

A resolution has been prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Casper, Wyoming, 82601, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "Agent," and Jacobs Engineering Group Inc. (Jacobs), 707 17<sup>th</sup> Street, Suite 2400, Denver, CO 80202, hereinafter referred to as the "Consultant."

#### WITNESSETH:

WHEREAS, Agent has been appointed by the Policy Committee of the Casper Area Metropolitan Planning Organization (MPO) by its participating jurisdiction members to act as its contracting agent in order to carry out its functions and fiscal management; the MPO being referred to herein as the "Owner"; and,

WHEREAS, the voting members of the Policy Committee of the MPO have approved, in writing, the execution and implementation of this Contract by the Agent; and,

WHEREAS, pursuant to this Contract, Agent is undertaking professional services for a Platte Park Bridge Planning and Environmental Linkage (PEL) study, hereinafter referred to as the "Study"; and,

WHEREAS, Agent desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Study; and,

WHEREAS, Consultant represents that it is prepared to provide such services in accordance with the conditions hereinafter provided and all of the duties and obligations imposed by this Agreement.

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

#### I. SCOPE OF SERVICES.

A. The Consultant agrees to perform all the services hereunder, using reasonable skill and judgment in accordance with sound business and professional standards. The Consultant agrees to keep the Agent thoroughly informed of its progress through monthly written reports. The Consultant shall also maintain accurate records of hours dedicated to each task by each employee relating to its services in connection with this study as required by the Agent to be presented with each request for payment.

B. Subject to the sub-consultant limitations of Part II, paragraph 10 of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or

contractors as it may deem necessary to further the interest of the Agent, the services as set forth in Exhibit "A" (Scope of Services). Minor adjustments in the emphasis and scope of each task may be made by mutual written agreement between the Agent and the Consultant upon receiving the approval of the MPO Policy Committee.

II. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Study following receipt of a written notice to proceed from the Agent.

B. The Study shall be completed on or before December 18, 2015.

C. In the event that additional work or force majeure events prevent completion of the services to be performed under this Agreement in the times specified, the Agent, with the written approval of the Owner, may grant a time extension for any or all parts of the work, provided that written application is made by the Consultant to the Agent within ten (10) days after any such additional work or force majeure events are identified.

III. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this contract, not to exceed a fee of Sixty Seven Thousand Eight Hundred Dollars (\$67,800). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Study, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits.

It is understood that Agent will retain 10%, or Six Thousand Seven Hundred Eighty Dollars (\$6,780) of the contract total until the MPO Policy Committee provides final acceptance of the Study, at which point the retained funds may be released for payment.

IV. METHOD OF PAYMENT:

Payment will be paid following receipt of an itemized invoice of services rendered in conformance with this Agreement, from the Consultant. Consultant shall submit with the invoice a voucher for payment from the Consultant specifying that he has performed the services rendered under this Agreement, in conformance with the Agreement, and that he is entitled to receive the amount requested under the terms of the Agreement. Payments will be made following approval by the City Council.

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

V. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of Agent

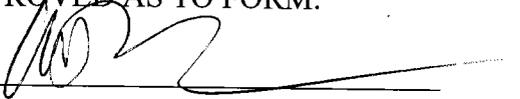
Exhibit F: Certification of Suspension or Debarment

VI. EXTENT OF AGREEMENT:

This Contract represents the entire and integrated Contract between the Agent and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by the Agent and Consultant with the prior written approval of the Owner.

IN WITNESS WHEREOF, the Agent and the Consultant have executed this Contract as of the date first above written.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation, as Agent:

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V. H. McDonald  
City Clerk

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Charlie Powell  
Mayor

WITNESS:

By: 

Printed name: Vison A. Maglisco

Title: Contract Manager

Jacobs Engineering Group Inc., as  
Consultant:

By: 

Printed name: Stephen Pouliot

Title: Manager of Engineering

CONTRACT FOR PROFESSIONAL SERVICES  
PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The Agent with the Owner's written approval may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the Agent and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation, as set forth above, unless approved by Resolution adopted by Agent with Owner's approval.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant from the Agent 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 Agent.

4. AUDIT:

The Agent or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contracted Study for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNERSHIP OF STUDY MATERIALS:

It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Agent provided that, in any case, the Consultant may, at no additional expense to the Agent, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Agent. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Agent and Owner, nor shall Consultant be liable for their use by Agent or Owner without Consultant's consent in projects other than the Project.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Agent and Owner.

8. GOVERNING LAW:

This Contract has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

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

10. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this study, unless said Subconsultant is approved in writing by the Agent. Said Subconsultant shall be paid by the Consultant.

11. TECHNICAL:

The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.

12. INSURANCE AND INDEMNIFICATION:

A. Prior to the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its 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 Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two 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. *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 Consultant including materials, parts, or equipment furnished in connection with such work or operations.

2. *Primary Coverage*

For any claims related to this contract, the Consultant'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 Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Consultant shall provide notice of any potential cancellation of its insurance policies in accordance with the terms of such policy which includes a 30 day notice provision.

4. *Waiver of Subrogation*

Consultant hereby grants to Agent and Owner a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agent or Owner by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the 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 Consultant 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 three (3) years after completion of the contract of work*. However, consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the Agent with original certificates and amendatory endorsements 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 Consultant's obligation to provide them.

9. *Subcontractors*

Consultant 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.

D. Consultant 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 Consultant and any subcontractor thereof.

13. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Agent and Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Contract price is adequate compensation for all the services to be rendered under the terms of this Contract.

14. WYOMING GOVERNMENTAL CLAIMS ACT:

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

15. NO THIRD-PARTY BENEFICIARY RIGHTS:

The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

16. ASSUMPTION OF RISK:

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. Agent shall notify the Consultant of any state or federal determination of noncompliance.

17. ENVIRONMENTAL POLICY ACTS:  
The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
18. HUMAN TRAFFICKING:  
As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- A. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - B. Procures a commercial sex act during the period of time that the award is in effect; or
  - C. Uses forced labor in the performance of the award or subawards under the award.
19. KICKBACKS:  
The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, the Agent may, at its discretion, terminate this Agreement without liability to the Agent, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
20. LIMITATIONS ON LOBBYING ACTIVITIES:  
By signing this Agreement, the Consultant certifies and agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by the Consultant or its Subconsultants in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
21. MONITORING ACTIVITIES:  
Agent shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its Subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.

22. NON-DISCRIMINATION:

The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

23. PROFESSIONAL REGISTRATION:

The Consultant shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

24. PUBLICITY:

Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Agent, the Wyoming Department of Transportation (WYDOT) and the Federal Highway Administration (FHWA) as the sponsoring agency and shall not be released without prior written approval of the Agent and WYDOT.

25. SUSPENSION AND DEBARMENT:

By signing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and C.F.R. 44 Part 17, or are on the debarred vendors list at [www.epls.gov](http://www.epls.gov). Further, the Consultant agrees to notify the Agent by certified mail should it or any of its Agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

26. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

No Obligation by the Federal Government.

a. The Agent and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each Subcontract financed in whole or in part with Federal assistance provided by Federal Transit Administration

(FTA). It is further agreed that the clause shall not be modified, except to identify the Subconsultant who will be subject to its provisions.

27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subconsultant who will be subject to the provisions.

28. FEDERAL CHANGES: 49 C.F.R. Part 18

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (18) dated October, 2011) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

29. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS: FTA Circular 4220.1F

*Applicability: The incorporation of FTA terms applies to all contracts.*

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are

hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Agent requests which would cause the Agent or Owner to be in violation of the FTA terms and conditions.

30. LOBBYING: 31 U.S.C. 1352, 49 C.F.R. Part 19, and 49 C.F.R. Part 20 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay a person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

31. PRIVACY:  
Applicability: *The Federal Privacy Act requirements flow down to each third-party Consultant and their contracts at every tier.*

The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violations of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Consultant also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## EXHIBIT "A" SCOPE OF SERVICES

The primary goal of this project is to provide pre-NEPA evaluation and clearance for a bridge crossing the North Platte River at Platte Park Road in Evansville, WY and street connectivity to and from that location. Consultant will provide conceptual design of the alignment and extension of Metro Road from Station Road to Cemetery Road, including a connection to the Platte Park Bridge. Consultant will review a standard intersection configuration at the bridge as well as a roundabout configuration.

### Study Area:



Two alternative alignments for a connection to Cemetery Road should be evaluated: first, at the junction of an existing private drive near the cemetery entrance and second, closer to the actual Cemetery Bridge crossing.

***Task 1: Project Management*** - This task includes the initial gathering and review of information, kick-off meeting, and overall project management.

- a) ***Obtain and Review Previous Studies*** – All previous studies that are relevant to this project are obtained and thoroughly reviewed. These include, but are not limited to, the “Feasibility Study for a Secondary Access to the Town of Evansville Final Report,” and the “Town of Evansville Community Development and Road Plan.”

- b) **Obtain and Review Existing Data** – Based on our thorough knowledge of MAP-21 and FHWA PEL process documentation and requirements, our team reviews existing policy frameworks and obtains and reviews all applicable existing data and reviews it for adequacy. This could include, but not be limited to, traffic counts; right-of-way plans and data; environmental information; aerial photos; topographic data; the latest unit cost data; and state, regional, and local design guidelines. Data, including previous traffic counts will be used from the Evansville Secondary Access Study. Some additional data collection may be required to locate gas pipelines and underground utilities which will be provided by the Casper MPO. Other areas of interest, particularly historical/archeological sites (Oregon Trail), will be researched by the consultant.
- c) **Kick-off Meeting** - We hold a kick-off meeting with the MPO staff and stakeholders to outline the overall goals of the project and the PEL process and to gather input from the stakeholders. This is an important early milestone to set expectations of the stakeholders. Our team works with you in this meeting to finalize a corridor vision for future improvements. Our project manager will attend in person. Other relevant Jacobs staff would participate via conference call, as appropriate.
- d) **Finalize Scope and Data Needs** – After review of all the data, a list of data needs are generated and the Scope of Work is finalized. Note that any data collection identified at this point that is not included in the work plan is considered extra work and may necessitate additional fees.
- e) **Coordination Calls/Status Meetings** – We hold conference calls with the MPO Project Manager to make sure that all issues are being addressed, discuss any outstanding issues, and see that we are meeting your expectations. Nine (9) calls are assumed.
- f) **PM/Invoicing** – Invoicing and project management tasks are included here.
- g) **Internal Coordination Meetings** – Internal meetings between Jacobs disciplines are included in this task.
- h) **QA/QC** – Implementation of Jacobs QA/QC program, including review of all documents prior to issuance to the MPO.

*Task cost: \$9,400*

**Task 2: Purpose and Need** - Task includes development of the NEPA purpose and needs statement and potential performance targets.

- a) **Finalize PEL Process to Be Followed** – During the kickoff meeting, the PEL process is discussed and finalized so that all key stakeholders understand its purpose and end products.
- b) **Define Purpose and Need** – At the outset of the PEL, the purpose and need identifies the transportation problems in the corridor. It is developed based on data identified current and future needs, as well as input from stakeholders, MPO, WYDOT, and the project team. The Purpose and Need establishes a mutual understanding of the transportation problems to be addressed by the PEL; the alternatives are evaluated in terms of solving these issues. We then work with the community stakeholders to be certain they understand the importance and consequences of the purpose and need. We refine the Purpose and Need developed in the “Feasibility Study for a Secondary Access to the Town of Evansville Final Report”. We also develop project goals with stakeholder input (specific meetings are addressed in Task 7). The purpose and need statement is context sensitive, reflecting the different needs of each stakeholder. The statement is used to develop goals and objectives, which guide the development and analysis of alternatives and is the basis for subsequent NEPA processes.

- c) **Develop Potential Performance Targets** – We work with the MPO to define performance targets for this project. As discussed in the “MAP-21 Requirements” section on page 18, MAP-21 performance targets need to be defined by the US Department of Transportation (USDOT), then for WYDOT, and finally, the MPO. Individual projects can then have target goals that support the MPO targets. Since the MPO targets may not exist yet, our staff can assist the MPO in setting likely targets for this project.
- d) **Define Linkage to Regional Plans** – We assist the MPO staff to define how this study and process will link back to regional plans and get this project on the STIP.

*Task Cost: \$1,800*

### **Task 3: Conceptual Planning**

The feasibility study will focus on alternatives that are defined in the RFP. If additional alternatives are suggested through public or stakeholder input and the MPO wants them to be studied, it would be considered additional work outside of this scope.

Consultant will provide development and screening products in a manner that:

- assists the MPO with streamlined efforts for subsequent clearances and design;
  - assists you in ongoing development review and right-of-way planning decisions;
  - identifies the next steps for action to implement the recommended improvements.
- a) **Client Meeting** – One of the coordination calls takes place at this point to discuss the alternatives to be studied. Jacobs develops initial improvement alternatives based on input from the MPO staff, plus that previously obtained from WYDOT, stakeholders, and the technical input of the project team.
  - b) **Data Collection** – It is assumed that needed data for environmental, traffic, design, and public involvement tasks were collected during the “Evansville Secondary Access Study.” The database created from this PEL data collection product is then ready for use in subsequent NEPA projects and is compiled into the Final Report. It is assumed that aerial photos, existing topo/survey/right-of-way maps, utility location data, and environmental data will also be readily available. Additional utility maps will be provided by the Casper MPO.
  - c) **Alternative Concept Development** – A realistic footprint for improvements must be established to understand the true impact to right-of-way, as well as those to the environment and community.

This approach will help the project by:

- assisting with the development of meaningful screening criteria;
- focusing efforts on evaluating only alternatives that meet design standards and functional requirements;
- promptly identifying special design requirements related to multimodal facilities, large trucks, or other elements;
- efficiently incorporating appropriate design standards;
- saving the time to confirm that future NEPA commitments are feasible during future project stages;
- helping to establish realistic implementation phasing;
- providing an efficient transition from conceptual alternatives development to preliminary design.

1. First, we develop conceptual plans for the alternatives. These plans include intersection/interchange geometries, alignment variations, cross-section options, pedestrian/bicycle facilities, and access control measures. Each alternative, including the no-build scenario, will consider alternative modes of transportation and their effect on the overall system. Our team's knowledge and experience of multimodal design is invaluable to the development of these alternatives.
  - The alternatives to develop (as defined in the RFP):
    - 1) No-Build – Assumes improvements to existing facilities
    - 2) Three Bridge Alternatives (to included pedestrian and bicycle facilities and provisions for future additional lanes)
    - 3) Two Alternatives to Connect the Proposed Bridge to Metro Road (one to be a roundabout sufficient to handle emergency vehicles)
    - 4) Two Alternatives to Connect the Extended Metro Road to Station Road
    - 5) The Town of Evansville proposes to extend Metro Road with a 40 foot footprint (two 12 foot lanes, two six foot shoulders, and two 2 foot taper). For the purposes of the study, assume that the bridge's primary connectivity is to Metro Road on the north end with a southern connection to an unimproved Platte Park Road.
  
2. A concept plan is developed on an aerial photo base. The base concept includes a new bridge and connecting road segments to City of Casper standards. The results of the traffic analysis in Task 5 determine needed lanes, channelization, and traffic control at the new proposed intersections. Utilities are also accommodated in the proposed cross-section. Conceptual bridge review will include possible span configurations that fit the site constraints including span layout and structure depth. We will identify possible structure types.
  
3. The drainage, water quality and water way features are critical elements of the design approach, as they can have a significant impact on other project needs, such as utility impacts and right-of-way requirements, as discussed above. We propose that the drainage and water quality concepts should be taken to a higher level during this phase, due to the river crossing. The locations and sizing of drainage and water quality features, as well as related right-of-way needs and utility relocations, should also account for the planned improvements.
  
- d) **Concept Review and Finalization** – An in-person client meeting takes place to discuss the comments and determine if any refinements are needed.
- e) **Cost Estimates** – Conceptual-level cost estimates are prepared for the base concept and the no-build alternative. The estimates include construction, right-of-way/easements, acquisition costs, legal fees, appraisal and right-of-way negotiation, land surveying, design and construction

engineering, and other anticipated costs. Consultant will identify possible structure types and conceptual cost estimates based on unit cost per square foot of bridge deck.

*Task Cost: \$32,700*

**Task 4: Traffic Assessment** - Projected traffic volumes are developed and traffic impacts assessed.

- a) ***WYDOT Modeling Meeting*** – A phone meeting with appropriate WYDOT personnel takes place to discuss if the travel demand sub-area model is the best method to develop traffic projects with the bridge. Developing estimates manually, with help from the MPO and local staff, is the other option if the model is not robust enough to make these projections. Any existing origin/destination information would be helpful in making this assessment.
- b) ***Develop Traffic Forecasts*** – If using the model, we work with WYDOT personnel to develop the sub-area model for a generic new bridge alternative. Develop 2020 and 2040 projections either by using the model or manually.
- c) ***Traffic Analysis*** – Use the Synchro software to analyze up to 5 key intersections during the weekday afternoon (PM) peak hour to determine any needed geometry or traffic control improvements. The proposed intersection of Metro Road and Station Road is included. Analysis is conducted for the two alternatives to connect the proposed bridge to Metro Road (including the roundabout). If needed, MPO staff can be used to take manual counts to assist with this analysis. Count data within Evansville is limited.
- d) ***Client Meeting*** – A coordination call with MPO staff takes place to discuss the projections, traffic analysis results, and any needed improvement.

*Task Cost: \$1,100*

**Task 5: Preliminary Environmental Evaluation** - Flag existing sensitive resources early in the project to minimize impacts to the resources during alternatives analysis and expedite necessary environmental clearances as the project moves forward.

- a) ***Review Environmental Data*** – Resource agencies are contacted to obtain applicable available data, reports and information to perform an adequate preliminary environmental assessment. Sources include, but are not limited to, US Fish and Wildlife Service National Wetlands Inventory, USDA Natural Resources Conservation Service County Soil Survey, USDA hydrologic data, US Army Corps of Engineers, and the Wyoming Game & Fish Department.
- b) ***Potential Environmental Impacts*** – The alternatives are assessed in each of the following areas to determine potential environmental impacts and planning-level mitigation concepts:
  - wetlands
  - wildlife
  - floodplains
  - air quality
  - noise
  - land use
  - Section 4(f)
  - historical/cultural

- b) **Client Meeting** – A coordination call with MPO staff is scheduled to discuss the Environmental Evaluation.

*Task Cost: \$2,500*

**Task 6: Feasibility Study** – Consultant conducts a functionality assessment to determine alternative feasibility

- a) **Alternatives Screening Process** – The alternatives screening process is structured to demonstrate and document support of the recommendations. Our proposed evaluation process sets the stage to streamline any subsequent NEPA clearances. In a PEL process, an alternatives screening process step is often critical to screen out alternatives with “fatal flaws” that do not effectively satisfy project goals and objectives or do not meet developed evaluation criteria. Some alternative screening has already taken place in the Evansville Secondary Access Study, so that process and results will be used in this PEL.
- b) **Alternatives Analysis (Benefit/Cost Assessment)** – Each case is qualitatively assessed for safety, constructability, Level of Service, potential environmental impacts, and conformity to FHWA guidelines. They are compared to the estimated planning-level costs to see which alternative would be the best solution. Note that an alternative recommendation does not need to be made in a PEL study. One could be, but multiple attractive alternatives may be advanced to the next, more detailed study and design phase.
- c) **Client Meeting** – A coordination call with MPO staff is scheduled to discuss the feasibility assessment.

*Task Cost: \$6,500*

**Task 7: Public Involvement**

- a) **Agency Coordination** – We work with the MPO to develop a list of key stakeholder groups and individuals. This mainly includes representatives of involved and concerned agencies, as well as citizen representatives from Evansville. They are invited to the kick-off meeting where our team discusses the project and listens to their concerns and ideas. There is also a public meeting after the alternative evaluation process to discuss the results. We gain consensus on ground rules, clarify the group’s understanding of the goals, objectives, and timeline, and obtain agreement on an approach to conflict resolution. We assist the stakeholders by keeping their respective elected officials informed throughout the project, and we tailor the participation of elected officials based on their interest. The committee members’ relationships and lines of communication, reinforced during the chartering discussions, have been important in the success of our team’s past PEL projects.
- We also make presentations at the end of the project to the Town of Evansville (2 assumed) and MPO committees (1 assumed). Coordinating these presentations on the same day is appreciated to keep costs down.
- b) **Public Coordination and Communication** – This project will impact a wide spectrum of users; therefore, a *diverse approach to public participation* is essential. Consultant will host:
- **One public meeting** – This takes place near the end of the project and likely be held in an open house format, and we invite all interested stakeholders and citizens.

- *Casper MPO Website* – We provide newsletters, fact sheets, and engaging and informative graphic displays to the MPO for posting. This allows stakeholders and other interested parties to follow the study in a clear and transparent manner.

*Task Cost: \$4,100*

**Task 8: Recommendations/Final Products**

- Recommendations** – Final recommendations will be discussed with the MPO and Town of Evansville staff.
- Draft Report** – Our documentation of the PEL maintains an ongoing record of data collection; analyses and interim findings, and a thorough and defensible record of the project process. It may be years before individual projects advance to the next steps. The PEL documentation is the basis that provides the durability of the decision-making process and carries it forward for future agency leaders. Prepare the draft report and submit to the MPO for review and comment.
- Client Meeting** – One final coordination call is scheduled to discuss the comments on draft report. Meetings will be held in person with the Casper Area MPO Technical and Policy Committees to discuss the draft report.
- Final Report** – Up to 10 copies of the final report are prepared and shipped to the MPO. All final deliverables are completed and delivered to the MPO supervisor within a nine-month timeframe from receipt of a signed contract and Notice to Proceed.
- Electronic Files** – DVDs are made containing all electronic files and delivered to the MPO. Note that all data possible will be in a format that can be integrated into the Casper GeoSmart database. Jacobs has GIS experts in-house who will coordinate with the MPO to manage and transfer the project data for use with the Natrona Regional GIS Cooperative (NRGC).

*Task Cost: \$9,700*

*Total Project Direct Reimbursables (Lodging, Meals, Car rental, etc): \$2,000*

**Tentative Project Schedule**

Notice to Proceed	April 1, 2015
Kickoff Meeting	Late April
Initial Stakeholder Meetings	Late April
Finalize Purpose and Need	May
Alternative Development and Cost Estimates	June – August
Alternative Assessment	September
Feasibility Assessment	September
Public Meeting	October
Draft Report	November
Committee Presentations	November/December
Final Report	December

**EXHIBIT "B"**

**MPO POLICY COMMITTEE APPROVAL**

WHEREAS, on February 26, 2014, the Casper Area Metropolitan Planning Organization Policy Committee approved the hiring of Jacobs Engineering to complete the Platte Park Bridge Planning and Environmental Linkage Study; and

WHEREAS, Jacobs is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into a contract with Jacobs Engineering to complete the Platte Park Bridge Planning and Environmental Linkage Study in accordance with the scope of work and schedule included in this agreement, for a contract amount not to exceed Fifty-Six Thousand Nine Hundred Dollars (\$67,800).

PASSED AND APPROVED THIS 26TH day of February, 2015.

ATTEST:

CASPER AREA METROPOLITAN PLANNING  
ORGANIZATION POLICY COMMITTEE

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Liz Becher  
Community Development Director

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Phil Hinds  
Chairman

## EXHIBIT "C"

### NOTICE TO CONSULTANT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984 FOR FEDERAL-AID CONTRACTS

During the performance of this Contract, Jacobs Engineering for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the MPO Policy Committee, WYDOT, or

FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Manager of Engineering and duly authorized representative of the firm of Jacobs Engineering Group Inc.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

4/16/15  
Date

  
Signature

Stephen Pauliot  
Printed Name

Manager of Engineering  
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated agent of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or his representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Date \_\_\_\_\_

\_\_\_\_\_  
Charlie Powell  
Mayor

EXHIBIT "F"

CERTIFICATION OF  
SUSPENSION OR DEBARMENT

STATE OF Colorado )ss

COUNTY OF Denver )ss

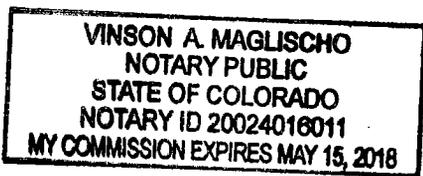
I, Stephen Pauliot being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: [Signature]  
Manager of Engineering  
Title

Subscribed in my presence and sworn to before me this 16 day of April, 201~~7~~<sup>8</sup>, by:

[Signature]  
Vinson A. Maglischo

Notary Public



05/15/2018  
My Commission Expires

RESOLUTION NO. 15-108

A RESOLUTION AUTHORIZING A CONTRACT FOR THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND JACOBS ENGINEERING (JACOBS) FOR A PLANNING AND ENVIRONMENTAL LINKAGE STUDY FOR THE PROPOSED EVANSVILLE PLATTE PARK BRIDGE.

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee has selected Jacobs to complete certain professional services; and,

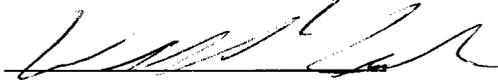
WHEREAS, as the MPO's fiscal agent, the City of Casper must approve the Professional Services Agreement between Jacobs and the City of Casper as Agent for the MPO ("Agreement") once the MPO Policy Committee has approved the Agreement; and,

WHEREAS, the MPO Policy Committee approved the Agreement on February 26, 2015 for a total not to exceed Sixty-Seven Thousand Eight Hundred Dollars (\$67,800); with Jacobs Engineering for a planning and environmental linkage study for the proposed Evansville Platte Park Bridge.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest, a Contract for Professional Services between the MPO and Jacobs on behalf of the Casper Area Metropolitan Planning Organization, in an amount not to exceed Sixty-Seven Thousand Eight Hundred Dollars (\$67,800), for a planning and environmental linkage study for a proposed Evansville Platte Park Bridge.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING  
A Municipal Corporation:

ATTEST:

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

MEMO TO: John C. Patterson, City Manager  
FROM: Fleur Tremel, Deputy Assistant City Manager 9)  
SUBJECT: Resolution Approving the Community Priorities for use of the Optional 1% #15 Sales Tax Special Projects Funds and Committing Sales Tax Funds to Said Priorities.

Recommendation:

That Council, by resolution, approve the Community Priorities for use of the Optional 1% #15 Sales Tax Special Projects Funds and Commit Sales Tax Funds to these priorities.

Summary:

On March 27, 2015 Council met in a Work Session to allocate 8 million One Cent funds to various applicants.

Council discussed the best way to divide the money. Previously they all had voted on how much each person should get. These votes were averaged by the total number of Council votes. The total average allocated was 8,034,188. Upon seeing how close the average was to 8,000,000 Council decided that a formula could be used to remove a certain amount from each project to get the total to exactly 8,000,000.

Councilman Hedquist suggested that any projects with 50,000 and less already allocated (based on the averages) should not have the formula applied to them. Council indicated that they agreed.

Staff compiled the data and applied the formula. It was then sent to Council to review and is now presented to Council for approval.

Contract agreements and resolutions for each individual organization are being prepared by Staff and will be presented to Council at the next, May 19, 2015, regular Council Meeting.

RESOLUTION NO. 15-109

A RESOLUTION APPROVING THE COMMUNITY PRIORITIES FOR USE OF THE OPTIONAL 1%#15 SALES TAX SPECIAL PROJECTS FUNDS, AND COMMITTING SALES TAX FUNDS TO SAID PRIORITIES.

WHEREAS, the City Council of the City of Casper, Wyoming, recognizes the need for certain programs, projects, and capital improvements; and,

WHEREAS, the Casper City Council desires to commit Optional 1%#15 Sales Tax funds as outlined below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following projects and programs as recommended by the Casper City Council are hereby approved.

**Special Projects**

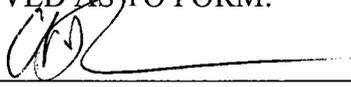
Arc of Natrona County	Program Support	\$50,000
Big Brothers Big Sisters	Youth Mentoring Program	\$76,291
Boys & Girls Clubs	North Casper Impact Project	\$293,140
Brain Injury Alliance of Wyoming	Representative Payeeship Program	\$20,625
Casper Area Chamber of Commerce & Visitor Center	Casper Area Visitor Center Critical Infrastructure Repair Project 2015	\$22,416
Casper Artists' Guild	ART 321-Casper Artist Guild at the Warehouse	\$258,246
Casper Boxing Club	Police Athletics/Activities League Pilot Programming	\$109,521
Casper Community Greenhouse Project	Casper Community Greenhouse Project	\$191,480
Casper Housing Authority	Life Steps Campus Revitalization Project	\$983,201
Casper Mountain Biathlon Club	Casper Mountain Biathlon & Multi-Sport Complex	\$637,474
Casper Mountain Science School	Mountain Ready vehicles, Casper Mountain Science School	\$90,230
Casper-Natrona County Health Department	Health Department Vehicles	\$90,230
Casper Sports Alliance	Sports Event Timing System; Start Fine Line; Event Clock	\$35,125
Central Wyoming Rescue Mission	CWRM Capacity Building and Expansion Project	\$298,321
Central Wyoming Senior Services, Inc.	Renovation of Central Wyoming Senior Services	\$534,296

CLIMB Wyoming	Training and Placing Casper Low-Income Single Mothers In Careers that Support Their Families	\$159,303
Community Action Partnership	Human Services Support Expansion	\$858,959
Family Journey Center	Little Hands at Life Steps Campus	\$67,187
Food for Thought	Food Bags, Community Gardens, and Farmers Market	\$31,875
National Historic Trails Center*	Exhibit Revisions and Upgrades Maintenance	\$86,620
NCSD, Casper Star, Natrona County Public Library, & McMurry	We Read Program	\$217,922
Natrona County Meals on Wheels	Vehicle Purchase	\$21,259
Nicolaysen Art Museum	Capital Improvements	\$236,217
Platte River Trails Trust	Future Trails Plans	\$767,544
Poverty Resistance Food Pantry	Food Pantries City of Casper	\$137,524
Salvation Army	Sally's Kitchen	\$132,952
Science Zone	Science Zone Museum Development	\$374,242
Wyoming Food Bank of the Rockies	Fighting Hunger. Feeding Hope	\$365,900
Wyoming Medical Center Foundation	Wyoming Medical Center Foundation's Masterson Place Expansion Project	\$796,517
Wyoming Symphony Orchestra	Renovation of Washington Park Band Shell/ Summer Pops in the Park Concert Series	\$55,383
<b>TOTAL</b>		<b>\$8,000,000</b>

BE IT FURTHER RESOLVED: Excess tax receipts and funds not utilized for recommended projects, if any, should be utilized for capital projects and perpetual care consistent with past One Percent Optional Sales Tax projects, to be determined by the Casper City Council.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of April, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_

V.H. McDonald  
City Clerk

CITY OF CASPER, WYOMING A  
Municipal Corporation

\_\_\_\_\_

Charlie Powell  
Mayor

April 28, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: YMCA Addition

Recommendation:

That Council, by resolution, authorize the Mayor to sign the application for the plat creating the YMCA Addition to the City of Casper.

Summary:

As a part of the proposed YMCA reconstruction project, the YMCA is required to plat the property on which it is located. The property is owned by the City of Casper but leased to the YMCA. In order to proceed with the platting of the property, the application must be signed by the owner of the property. In that the property involved is owned by the City of Casper, the Mayor is the City's authorized representative who is required to sign the applications on the City's behalf. Once signed, the plat will proceed through the Planning and Zoning Commission review and approval at its May 26, 2015 meeting and ultimately on the City Council for final review and approval.

A resolution has been prepared for Council's consideration.



# City of Casper Planning Division

## Plat Application

### OWNER'S INFORMATION:

NAME: City of Casper & Casper College  
 ADDRESS: 200 N. David, Casper & 125 College Drive, Casper  
 TELEPHONE: 307-235-8298 EMAIL: \_\_\_\_\_

### OWNER'S AUTHORIZED REPRESENTATIVE:

NAME: Andrew Beamer  
 ADDRESS: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

APPLYING FOR (check one):  FINAL PLAT  REPLAT  MINOR BOUNDARY ADJUSTMENT

NAME OF SUBDIVISION: YMCA Addition  
 LEGAL DESCRIPTION OF LAND: S1/2SE1/4 Section 9 & N1/2NE1/4 Section 16, T.33N., R.79W.

COMMON ADDRESS OR LOCATIONAL DESCRIPTION: YMCA: 315 E. 15th Street

CURRENT LAND USE: YMCA, Vacant

TOTAL ACREAGE: 13.83 Ac. acres/sq ft  
 NUMBER OF LOTS: 3 (Minor Boundary Adjustment can not exceed 2 lots)  
 SIZE OF LARGEST LOT: 8.57 Ac. SIZE OF SMALLEST LOT: 0.09 Ac.  
 CURRENT ZONING: ED, R4 PROPOSED ZONING: ED, R4

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: *Andrew Beamer* President / Casper College  
 DATE: 4/27/16

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
- 20 COPIES OF THE PLAT (14 COPIES FOR MINOR BOUNDARY ADJUSTMENT)
- PROOF OF OWNERSHIP
- \$350 (\$150 FOR MINOR BOUNDARY ADJUSTMENT) APPLICATION FEE (NON-REFUNDABLE)

### FOR OFFICE USE ONLY:

DATE SUBMITTED: \_\_\_\_\_

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

RESOLUTION NO. 15-110 .

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE APPLICATIONS FOR THE PLAT OF THE YMCA ADDITION TO THE CITY OF CASPER.

WHEREAS, the City of Casper owns approximately 8.57-acres of land, more or less, in a Portion of the SE1/2, SE1/4, Section 9, and N1/2, NE1/4, Section 16, T.33N., R.79W., 6<sup>th</sup> PM, Natrona County Wyoming, which is proposed to be platted as the YMCA Addition to the City of Casper; and,

WHEREAS, applications for plats require the signature of the owner of the property by law; and,

WHEREAS, the Mayor is the authorized City representative responsible for signing said plat application on behalf of the City of Casper; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized, and directed to execute the application for the plat of the proposed YMCA Addition.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

April 27, 2015

MEMO TO: The Casper City Council

FROM: Charlie Powell, Mayor *CP*

SUBJECT: Amendment to City Employment Agreements to Provide Punitive Damage Coverage for Contract Employee's Performance of Their Employment Within the Scope of Their Duties.

Recommendation:

That Council, by resolution, authorize amendments to the employment agreements between the City Council and its statutory contract employees, as well as to authorize the City Manager to amend the employment contracts for the contract employees under his statutory authority to provide liability coverage for punitive damages and other charges or fees that may arise from their employment while acting within the scope of their duties for the City of Casper.

Summary:

Council is considering amendments to the employment contracts with the City of Casper's contract employees to provide that the City be responsible for, and pay for any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against these employees that would result or arise from the performance of their employment within the scope of their duties with the City.

The City has no liability insurance coverage for punitive damages that might arise as a result of any lawsuits against the contract employees of the City who are performing their work within the scope of their duties.

The City Council's employees are the City Manager, City Attorney, and The Municipal Judges. Amendments to the employment contracts for these employees accompany this memo for Council's consideration. It is further recommended that Council consider authorizing John C. Patterson, as the City Manager, to amend the employment contracts for the contract employees who are under his statutory authority to provide for the same liability coverage in order that all contract employees of the City receive the same liability coverage.

A resolution has been prepared for Council's consideration for these approvals. This resolution provides that the contract amendments shall be executed by the Mayor upon, and following the contract employees executing their respective contract amendments.

**AMENDMENT  
TO THE  
EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
JOHN C. PATTERSON**

Now on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, it is mutually agreed that the Employment Agreement between the City of Casper, Wyoming (the "City"), and John C. Patterson (the "Employee"), shall be amended to include the following provision:

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.

This amendment is agreed to and accepted by the parties executing below:

THE CITY OF CASPER, WYOMING:

By: \_\_\_\_\_  
Charlie Powell  
Mayor

Attest:

\_\_\_\_\_  
V.H. McDonald, City Clerk

By: \_\_\_\_\_  
John C. Patterson  
Employee

\_\_\_\_\_  
Witness

**AMENDMENT  
TO THE  
EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
WILLIAM C. LUBEN**

Now on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, it is mutually agreed that the Employment Agreement between the City of Casper, Wyoming (the "City"), and William C. Luben (the "Employee"), shall be amended to include the following provision:

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.

This amendment is agreed to and accepted by the parties executing below:

THE CITY OF CASPER, WYOMING:

By: \_\_\_\_\_  
Charlie Powell  
Mayor

Attest:

\_\_\_\_\_  
V.H. McDonald, City Clerk

By: \_\_\_\_\_  
William C. Luben  
Employee

\_\_\_\_\_  
Witness

**AMENDMENT  
TO THE  
EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
KEITH R. NACHBAR**

Now on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, it is mutually agreed that the Employment Agreement between the City of Casper, Wyoming (the "City"), and Keith R. Nachbar (the "Employee"), shall be amended to include the following provision:

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.

This amendment is agreed to and accepted by the parties executing below:

THE CITY OF CASPER, WYOMING:

By: \_\_\_\_\_  
Charlie Powell  
Mayor

Attest:

\_\_\_\_\_  
V.H. McDonald, City Clerk

By: \_\_\_\_\_  
Keith R. Nachbar  
Employee

\_\_\_\_\_  
Witness

**AMENDMENT  
TO THE  
EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
NICHOLE COLLIER**

Now on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, it is mutually agreed that the Employment Agreement between the City of Casper, Wyoming (the "City"), and Nichole Collier (the "Employee"), shall be amended to include the following provision:

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.

This amendment is agreed to and accepted by the parties executing below:

THE CITY OF CASPER, WYOMING:

By: \_\_\_\_\_  
Charlie Powell  
Mayor

Attest:

\_\_\_\_\_  
V.H. McDonald, City Clerk

By: \_\_\_\_\_  
Nichole Collier  
Employee

\_\_\_\_\_  
Witness

**AMENDMENT  
TO THE  
EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
KARA C. FINK**

Now on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, it is mutually agreed that the Employment Agreement between the City of Casper, Wyoming (the "City"), and Kara C. Fink (the "Employee"), shall be amended to include the following provision:

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.

This amendment is agreed to and accepted by the parties executing below:

THE CITY OF CASPER, WYOMING:

By: \_\_\_\_\_  
Charlie Powell  
Mayor

Attest:

\_\_\_\_\_  
V.H. McDonald, City Clerk

By: \_\_\_\_\_  
Kara C. Fink  
Employee

\_\_\_\_\_  
Witness

**AMENDMENT  
TO THE  
EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
HEIDI DEIFEL**

Now on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, it is mutually agreed that the Employment Agreement between the City of Casper, Wyoming (the "City"), and Heidi Deifel (the "Employee"), shall be amended to include the following provision:

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.

This amendment is agreed to and accepted by the parties executing below:

THE CITY OF CASPER, WYOMING:

By: \_\_\_\_\_  
Charlie Powell  
Mayor

Attest:

\_\_\_\_\_  
V.H. McDonald, City Clerk

By: \_\_\_\_\_  
Heidi Deifel  
Employee

\_\_\_\_\_  
Witness

**AMENDMENT  
TO THE  
EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
CHARLES S. CHAPIN**

Now on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, it is mutually agreed that the Employment Agreement between the City of Casper, Wyoming (the "City"), and Charles S. Chapin (the "Employee"), shall be amended to include the following provision:

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.

This amendment is agreed to and accepted by the parties executing below:

THE CITY OF CASPER, WYOMING:

By: \_\_\_\_\_  
Charlie Powell  
Mayor

Attest:

\_\_\_\_\_  
V.H. McDonald, City Clerk

By: \_\_\_\_\_  
Charles S. Chapin  
Employee

\_\_\_\_\_  
Witness

**AMENDMENT  
TO THE  
EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
ROBERT J. HAND, JR.**

Now on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, it is mutually agreed that the Employment Agreement between the City of Casper, Wyoming (the "City"), and Robert J. Hand, Jr. (the "Employee"), shall be amended to include the following provision:

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.

This amendment is agreed to and accepted by the parties executing below:

THE CITY OF CASPER, WYOMING:

By: \_\_\_\_\_  
Charlie Powell  
Mayor

Attest:

\_\_\_\_\_  
V.H. McDonald, City Clerk

By: \_\_\_\_\_  
Robert J. Hand, Jr.  
Employee

\_\_\_\_\_  
Witness

RESOLUTION NO. 15-111

A RESOLUTION AUTHORIZING AMENDMENTS  
TO CITY EMPLOYMENT AGREEMENTS

WHEREAS, the City Council has determined it to be in its best interest to amend the employment contracts with the City of Casper's contract employees to provide that the City be responsible and pay for any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges, or fees assessed against these employees that would result or arise from the performance of their employment within the scope of their duties with the City; and,

WHEREAS, The City Council's employees are the City Manager, City Attorney, and the Municipal Judges for which the City Council has the authority, with the consent of the employee, to amend their specific employment contracts; and,

WHEREAS, in order that all of the City's contract employees are treated uniformly, the City Council finds that John C. Patterson, as the City Manager, should be authorized to amend the employment contracts for the contract employees who are under his statutory authority to provide these contract employees with the same liability coverage as set forth above.

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 City Clerk to attest, amendments to the Employment Agreements with the City Manager, City Attorney, and the Municipal Judges to provide for the payment by the City of Casper of any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against these employees, personally or professionally, resulting from or arising out of the performance of the employment within the scope of the their duties with the City, which provision shall survive the termination of the their respective Employment Agreements.

BE IT FURTHER RESOLVED: that the contract amendments shall be executed by the Mayor upon, and following the contract employees executing their respective contract amendments.

BE IT FURTHER RESOLVED: that John C. Patterson, as the City Manager, is hereby authorized to amend the employment contracts for the contract employees who are under his statutory authority to provide for these employees the same liability coverage as set forth above for the statutory employees of the City Council.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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V. H. McDonald  
City Clerk

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Charlie Powell  
Mayor

April 23, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Assistant City Manager 

SUBJECT: State Small Business Credit Initiative (SSBCI) Project:  
Compressed Natural Gas Fueling System, Evansville, Wyoming  
Ward Alternative Energy, Inc.

Recommendation:

That the City Council, by resolution, authorize the Mayor to sign the Warranty of Significant Economic Benefit for SSBCI – Supported Investment Made Outside the Geographical Boundaries of the Participating Municipality.

Summary:

The City is a participating municipality in the SSBCI – Laramie Consortium. This Consortium oversees the receipt and use of federal funding for credit assistance and seed funding for participating business. This is a program administered through the U.S. Treasury Department and was originally available for states that choose to participate. However, Wyoming was one of two states that choose not to participate. In instances when a state did not participate, a consortium of local governments in the state could participate in the SSBCI programs. Therefore the Laramie Consortium, a group of seventeen participating municipalities was formed to participate in the program.

The program consists of two financing options for business to access: Credit Guarantee Program and the Seed Capital Network Program. The Credit Guarantee Program entails the Consortium purchasing Certificates of Deposit at a participating bank to support the credit status of the participating business that borrows from the participating bank. The Seed Capital Network Program provides venture capital, in conjunction with an angel investor, to provide capital to the participating business.

Additionally, if a business is proposing to participate in either program at a location outside of the geographical boundaries of a participating municipality, it can do so providing that a participating municipality that benefits from the business location warranties that it will receive benefit.

Ward Alternative Energy, Inc. (Ward) is proposing to build a Compressed Natural Gas (CNG) fill station at the Eastgate Travel Plaza in Evansville, Wyoming. Because of the location being in Evansville and with Evansville not an SSBCI participating municipality, Ward is seeking the City of Casper's warranty that Casper will receive benefit from the project. Representatives of the Ward represent that Casper will benefit from the project in various ways, including the

receipt of Casper's share of sales taxes collected in Natrona County on sales of the CNG. Sales taxes are distributed based upon population of the county in which the taxes are collected. Therefore, Casper will receive a proportioned share of sales taxes generated by the facility. Other benefits for the City of Casper identified by Ward are listed on the Warranty.

As an aside, Ward is the first business to participate in the Seed Capital Network Program portion of the SSBCI program.

A resolution has been prepared for Council's consideration.

**Warranty of Significant Economic Benefit for SSBCI-Supported Investment Made Outside the Geographic Boundaries of the Participating Municipality**

Company: **Ward Alternative Energy, Inc. (the "Company")**

- Start-up company
- Existing business

Company location: **5660 East 56<sup>th</sup> Avenue, Commerce City, CO 80022**

Project location: **Eastgate Travel Plaza, 6895 Nugget, Evansville, WY**

Participating Municipality deriving significant economic benefit: **Casper**

Distance in miles from Company location to Participating Municipality: **Adjoining**

Investment purpose: **Establish a CNG station in Evansville, operation and maintenance**

Investment amount: **\$500,000 (includes amount invested in Evansville and other Participating Municipalities)**

Investment closing date:                   5/31/15                  

I hereby warrant that the SSBCI investment described above will result in significant economic benefit to the City of Casper. In arriving at this determination, the Company has demonstrated at least one of the following factors: (1) there will be jobs created or maintained within the City of Casper; (2) the Company will increase the amount of sales, income or other tax revenue to the City of Casper, OR (3) the benefit of the goods or services provided by the Company to the City of Casper or other businesses within the City of Casper.

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Signed, \_\_\_\_\_

Mayor, Chief Executive Officer or Authorized Municipal Representative  
City of Casper, Wyoming

Date \_\_\_\_\_

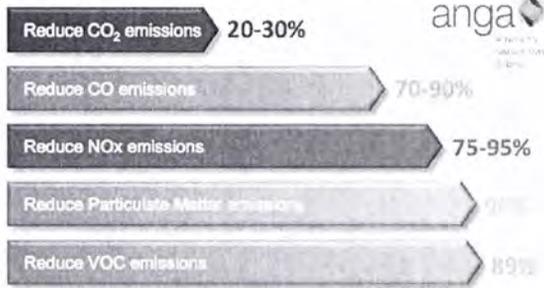
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Economic Benefits to the City of Casper provided by Ward Alternative Energy, LLC

(1) Examples and information regarding Benefit of goods or services provided by the Company to the Participating Municipality or businesses within the Participating Municipality Company is the primary or only business providing the following:

- The company will build a compressed natural gas (CNG) fueling station in the Casper MSA open to the public to serve any natural gas vehicle, including local regional-haul transport trucking as well as light and medium duty trucks and retail passenger vehicles.
- Station construction costs will be \$300-400 k and a large portion of the subcontractors, resources and materials are expected to be sourced locally in the Casper area.
- The station will pay 4% state and 1% county sales tax on all natural gas and electric utility bills. Approximately 70% of the county sales tax will go to Casper as the largest population center in the county. In addition, as the 2<sup>nd</sup> largest city in the state it is expected that a portion of the state tax will indirectly benefit the city as well.
- CNG sales incur the same fuel excise taxes as gasoline and diesel, so there will be no diminution of state highway funding.
- The construction and equipment cost for the station project is estimated to be \$1.5 million at full build-out capacity, increasing the Natrona County taxes on equipment and assessed property and any allocation therein to Casper.
- To support this station and others in Wyoming, Ward intends to open a field office in 2016 in Casper with approximately 2-3 employees: 1 administrative assistant, 1 station tech, and 1 part-time or full-time business development manager, together the annual salaries of these individuals are expected to total approximately \$150 k.
- The station and field office will also provide a stepping stone into the local Casper market, and the company intends to engage the City and local customers regarding development of private and perhaps a second CNG fueling stations and O&M services in 2016 and beyond. Any arrangements will ultimately allow the city buses and other customers to operate with lower costs by displacing diesel with CNG. In the meantime businesses, including city buses, may enjoy cost savings by fueling at the current proposed station.
- CNG is price advantaged to gasoline and diesel. Casper citizens and businesses may enjoy \$.50-\$.75 per gallon savings in the near term up to \$1.00-\$1.50 per gallon saving as crude prices increase. The station will improve profit margins in local fleets and businesses and encourage the development and expansion of additional fleets in the area to support Casper area businesses and economic development.
- Natural gas vehicles that access the CNG fueling station are expected to reduce tailpipe emissions significantly for all sizes of vehicles, in comparison with gasoline and diesel. The chart below shows the estimated emissions reductions at the tailpipe according to America's Natural Gas Alliance. Displacement of diesel emissions will have some minor health and related medical expense benefits to the residents of Casper.

Compared to gasoline or diesel, NGVs:



I certify that the information provided here is true and correct.

Signed:

*Paul A. Nelson*

Date: 4/3/2015

Print Name: Paul Nelson

Title: President

(Company) Ward Alternative Energy, Inc.

## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING A WARRANTY OF SIGNIFICANT ECONOMIC BENEFIT FOR THE U.S. TREASURY STATE SMALL BUSINESS CREDIT INCENTIVE (SSBCI) PROGRAM – SUPPORTED INVESTMENT MADE OUTSIDE OF THE GEOGRAPHICAL BOUNDARIES OF THE PARTICIPATING MUNICIPALITY: WARD ALTERNATIVE ENERGY, INC. COMPRESSED NATURAL GAS FUELING FACILITY LOCATED IN EVANSVILLE, WYOMING.

WHEREAS, the City of Casper is a participating municipality in the U.S. Treasury State Small Business Credit Initiative (SSBCI) – Laramie Consortium Program (Program) to provide credit assistance and seed funding for participating businesses; and,

WHEREAS, the SSBCI – Laramie Consortium contracts with Wyoming Smart Capital, LLC to administer the Program; and,

WHEREAS, Ward Alternative Energy, Inc. (Ward) is pursuing the construction of a Compressed Natural Gas (CNG) fueling facility located at the Eastgate Travel Plaza (adjacent to Interstate 25) in Evansville, Wyoming, which is outside the geographical boundaries of the City of Casper; and,

WHEREAS, Ward is seeking seed funding through the Program to finance, in part, the construction of the CNG facility; and,

WHEREAS, Evansville, Wyoming is not a participating municipality of the SSBCI – Laramie Consortium; and,

WHEREAS, businesses are eligible for financing through the Program if a participating municipality provides a Warranty of Significant Economic Benefit due to the participating municipality benefiting from construction or expansion of the business outside the geographical boundaries of participating municipality; and,

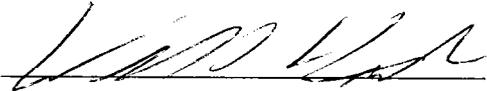
WHEREAS, Ward and Wyoming Smart Capital, LLC representatives represent that the City of Casper will benefit, among other benefits, from the CNG fueling station by receiving its proportionate share of general and optional sales taxes that are paid on natural gas sales occurring within Natrona County and distributed to the City based upon the City's population; and,

WHEREAS, it is necessary for the Mayor to sign a Warranty of Significant Economic Benefit to enable, in part, Ward to secure funding being sought from the Program.

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 the Warranty of Significant Economic Benefit for SSBCI-Supported Investment Made Outside the Geographical Boundaries of the Participating Municipality.

PASSED, APPROVED, AND ADOPTED on this 5<sup>th</sup> day of May, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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V.H. McDonald  
City Clerk

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Charlie Powell  
Mayor



April 20, 2015

MEMO TO: Mayor Charlie Powell and Members of Casper City Council

FROM: Casper Downtown Development Authority

SUBJECT: Downtown Public Plaza

Comments: The Downtown Development Authority is currently working to bring an events-driven public plaza to the downtown and Old Yellowstone District. The DDA through the EDJPB is applying for the Wyoming Business Council Community Enhancement Grant in the amount of \$500,000.00. In order to proceed with the EDJPB application sponsorship, the DDA will need a resolution of support from the City Council (see attached).

RESOLUTION NO. 15-113

A RESOLUTION SUPPORTING A BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM FOR AN ENHANCEMENT GRANT ON BEHALF OF THE GOVERNING BODY OF THE ECONOMIC DEVELOPMENT JOINT POWERS BOARD FOR THE PURPOSE OF PHASE 1 OF THE CONSTRUCTION OF AN EVENTS DRIVEN PUBLIC PLAZA.

WITNESSETH

WHEREAS, the Governing Body of the City of Casper is a member of the Economic Development Joint Powers Board; and,

WHEREAS, the Governing Body of the City of Casper recognizes the need for an events driven public Plaza and believes this project will address those needs; and,

WHEREAS, the public benefit(s) of this project will be public gathering space for the community, increased revenue for the business and property owners located in downtown Casper and low cost or free events that will revitalize our community and the consideration is an increased revenue base for the downtown business and property owners; and,

WHEREAS, the specific goals and measures of success of this project are to create a public gathering space for the community and the measure of success will be the completion of the plaza; and,

WHEREAS, the Governing Body of the City of Casper plans to provide cash match to this Business Ready Community Grant and Loan Program Enhancement project from the following source(s):

City of Casper – \$500,000; and,

WHEREAS, the Governing Body for the City of Casper has considered other possible funding solutions for this project which include additional grants and private donations; and,

WHEREAS, the Business Ready Community Grant and Loan Program requires that certain criteria be met, as described in the Wyoming Business Council's Rules governing the program, and to the best of our knowledge this application meets those criteria; and,

WHEREAS, In the event of any project cost overruns, the Downtown Development Authority will provide funding in the amount necessary to complete the project utilizing additional fundraising.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER; That the Mayor is hereby authorized and directed to execute, and the City Clerk to Attest, support of a grant application submitted by the Casper-Natrona County Economic Development Joint Powers Board to the Wyoming Business Council, up to the amount of Five Hundred Thousand Dollars (\$500,000), for the construction of a Downtown Public Plaza to be located in the City of Casper, County of Natrona, Wyoming.

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

CERTIFICATE

I, \_\_\_\_\_, hereby certify that the foregoing Resolution was adopted by the Casper City Council at the regular meeting of the City Council held on May 5, 2015, and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the records of the City of Casper.

\_\_\_\_\_  
V.H. McDonald  
City Clerk

April 16, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
Jason Knopp, P.E., City Engineer  
Cynthia M. Langston, Solid Waste Division Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Contract Award to Dan Hart Patrol Service, LLC, for the Casper Regional Landfill Cells 3 and 4 Construction, Earthwork, Project No. 14-72.

Recommendation:

That Council, by resolution, authorize an agreement with Dan Hart Patrol Service, LLC, for the earthwork portion of the Casper Regional Landfill Cells 3 and 4 Construction, Project No. 14-72, in the amount of \$1,387,792.50. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$35,207.50, for a total contract amount of \$1,423,000.00.

Summary:

On April 13, 2015, the City of Casper opened bids from five (5) contractors for the excavation and lining of Cells 3 and 4 at the Casper Regional Landfill. The bids are as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>TOTAL BASE BID</u>
Dan Hart Patrol Service, LLC	Upton, Wyoming	\$1,387,792.50
High Country Construction, Inc.	Lander, Wyoming	\$1,495,449.00
Oftedal Construction, Inc.	Casper, Wyoming	\$1,579,991.00
Earthwork Solutions (WY)	Gillette, Wyoming	\$1,864,300.05
Hedquist Construction, Inc.	Casper, Wyoming	\$3,163,350.00

Dan Hart Patrol Service, LLC, submitted the low Total Base Bid of \$1,387,792.50. The Total Base Bid includes work for excavation for the landfill, subgrade preparation, coordination of work with secondary and primary linings, installation of leachate collection piping and pumping systems, access road construction, utility installation, erosion control measures, security fencing and other related improvements.

Golder Associates, Inc., is under contract to provide the design and bidding assistance for the project. The Engineer's estimate prepared by Golder Associates, Inc., for the project was \$1,415,080.00. Solid Waste Professionals of Wyoming is under contract to provide construction administration services for the project.

Staff recommends awarding the contract to Dan Hart Patrol Service, LLC, for the full scope of work bid. Improvements are scheduled to be substantially completed October 31, 2015.

Funding for the project will be from the Improvements fund allocated to projects Other Than Buildings.

A resolution is prepared for Council's consideration.

SECTION 00 52 13

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "OWNER," and Dan Hart Patrol Service, LLC, P.O. Box 619, Upton, Wyoming 82730, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the City of Casper desires to expand the Casper Regional Landfill (CRL) by excavating and installing containment liners and associated infrastructure for Cells 3 and 4 and complete additional ancillary work at the CRL; and,

WHEREAS, Dan Hart Patrol Service, LLC, is able and willing to provide those services specified as the CASPER REGIONAL LANDFILL, CELLS 3 AND 4 CONSTRUCTION, EARTHWORK: CITY PROJECT 14-72.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

CONTRACTOR shall perform all the work required by the Contract Documents for completion of the CASPER REGIONAL LANDFILL, CELLS 3 AND 4 CONSTRUCTION, EARTHWORK; CITY PROJECT 14-72, hereinafter referred to as the "WORK".

ARTICLE 2. ENGINEER.

The Project has been designed by Golder Associates, Inc., (Lakewood, Colorado), and the City of Casper. For the purposes of contract administration, Golder Associates, Inc., is hereinafter referred to as the "ENGINEER" and Solid Waste Professionals of Wyoming, LLC, is hereinafter referred to as the "CQA MANAGER;" both will act as the OWNER's Representative, assume all duties and responsibilities, and will have the rights and authority assigned to the ENGINEER and CQA MANAGER in the Contract Documents, respectively, in connection with completion of the WORK in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Partial Completion shall include all WORK necessary to begin the installation of the geosynthetic liner material. Substantial Completion is defined in the General Conditions and includes all earthwork, liner installation, piping, and fencing.
- 3.2 The WORK will be Partially Complete by July 20, 2015; Substantially Complete by October 12, 2015; and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by October 28, 2015.

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 Partially Complete 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 Partially or 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 Two Thousand Dollars (\$2,000.00) for each day that expires after the time specified in Paragraph 3.2 for Partial or 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 One Thousand Dollars (\$1,000.00) 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 One Million Three Hundred Eighty-Seven Thousand Seven Hundred Ninety-Two and 50/100 Dollars (\$1,387,792.50), 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 Unit Prices Form, included in the Bid Documents 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 or CQA MANAGER 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 or CQA MANAGER, 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 Unit Prices Form provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions. 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.

5.1.1 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.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment, as detailed in Section 01 32 16 of the SPECIFICATIONS.
- 5.3 Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, ENGINEER or CQA MANAGER 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, the 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/she 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/she 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 00 52 13-1 to 00 52 13-5, inclusive).
- 8.2 Exhibit "A" - Bid Form and Unit Prices Form
- 8.3 Addenda No. Two (2) Addendums.
- 8.4 Performance and Payment Bonds.
- 8.5 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.6 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.7 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.8 Technical SPECIFICATIONS (Divisions 01, 03, 28, 31, 32, and 33).
- 8.9 Notice of Award.
- 8.10 Notice to Proceed.

- 8.11 Contract DRAWINGS, consisting of 10 sheets, with each sheet bearing the following general title: Casper Regional Landfill, Construction of Cells 3 and 4, Casper, Wyoming.
- 8.12 Shop Drawings and other Submittals furnished by CONTRACTOR during performance of the WORK and accepted by the OWNER.
- 8.13 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraph 3.04 of the General Conditions, on or after the effective date of this Agreement.
- 8.14 Notice of Partial and Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

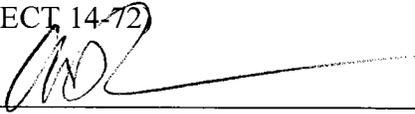
Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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 \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

(CASPER REGIONAL LANDFILL, CELLS 3 AND 4 CONSTRUCTION, EARTHWORK; CITY PROJECT 14-72)

\_\_\_\_\_ 

CONTRACTOR:

ATTEST:

Dan Hart Patrol Service, LLC  
P. O. Box 619  
Upton, Wyoming 82730

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

ATTEST:

OWNER:  
 CITY OF CASPER, WYOMING  
 A Municipal Corporation

By: \_\_\_\_\_  
 Title: V. H. McDonald, City Clerk

By: \_\_\_\_\_  
 Title: Charlie Powell, Mayor

SECTION 00 41 43

EXHIBIT "A"  
STANDARD  
BID FORM

PROJECT IDENTIFICATION: CASPER REGIONAL LANDFILL  
CELLS 3 AND 4 CONSTRUCTION  
EARTHWORK  
CITY PROJECT 14-72

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 Bid Documents to complete all WORK as specified or indicated in the Bid Documents for the Contract Price. The WORK shall be Partially Complete by July 20, 2015; Substantially Complete by October 12, 2015; and completed and ready for final payment not later than October 28, 2015, in accordance with the Bid 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 Bid 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 Bid Documents, that:
  - A. Bidder has examined copies of all the Bid Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>April 2nd</u>
Addendum No. <u>2</u>	Dated <u>April 7th</u>
  - B. Bidder has examined the Site and locality where the WORK is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the WORK and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from Bid. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is Bid all schedules, alternates, if any, and will complete the WORK for unit price(s) stated in the attached Unit Prices Form based on materials actually furnished and installed and services actually provided. The Base Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, EARTHWORK  
 IN NUMERALS: \$ 1,387,792.50

TOTAL BASE BID, EARTHWORK  
 IN WORDS: One Million, Three Hundred Eighty Seven Thousand, Seven Hundred Ninety Two Dollars and Fifty Cents DOLLARS.

6. Bidder agrees that the WORK for the City will be as provided above.
7. Bidder accepts the provisions of the Bid 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. Unit Prices Form.
  - C. Copy of Certificate of Residency, if Bid as a resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Dan Hart Patrol Service, LLC  
P.O. Box 619  
Upton, WY 82730

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 Bid Documents.

Submitted on April 13, 2015.  
 Bidder is Bid as a Wyoming Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Dan Hart Patrol Service, LLC (seal)  
(Corporation's or Limited Liability Company's Name)

a Wyoming LLC  
(State of Incorporation or Organization)

By: Dan E. Hart (seal) owner /  
(Title) managing member

(Seal)

Attest: [Signature]

Business Address: P.O. Box 619  
Upton WY 82730

Phone Number: 307-468-2679

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each member of the joint venture 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.)

RESOLUTION NO. 15-114

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DAN HART PATROL SERVICE, LLC, FOR THE CASPER REGIONAL LANDFILL CELLS 3 AND 4 EARTHWORK CONSTRUCTION.

WHEREAS, the City of Casper desires to construct the earthwork and infrastructure for Cells 3 and 4 for the Casper Regional Landfill; and,

WHEREAS, Dan Hart Patrol Service, LLC, is able and willing to provide those services specified as the Casper Regional Landfill Cells 3 and 4 Construction, Earthwork, Project No. 14-72; 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 and 00/100 (\$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 Dan Hart Patrol Service, LLC, for those services, in the amount of One Million Three Hundred Eighty-Seven Thousand Seven Hundred Ninety-Two and 50/100 Dollars (\$1,387,792.50).

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 One Million Three Hundred Eighty-Seven Thousand Seven Hundred Ninety-Two and 50/100 Dollars (\$1,387,792.50) and Thirty Five Thousand Two Hundred Seven and 50/100 Dollars (\$35,207.50) for a construction contingency account, for a total price of One Million Four Hundred Twenty Three Thousand Dollars (\$1,423,000.00).

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 \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

April 16, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
Jason Knopp, P.E., City Engineer  
Cynthia M. Langston, Solid Waste Division Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Contract Award to COMANCO Environmental Corporation for the Casper Regional Landfill Cells 3 and 4 Construction, Geosynthetics Procurement, Project No. 14-72.

Recommendation:

That Council, by resolution, authorize an agreement with COMANCO Environmental Corporation for the Casper Regional Landfill Cells 3 and 4 Geosynthetics Procurement, Project No. 14-72, in the amount of \$590,665.00.

Summary:

On April 13, 2015, the City of Casper opened bids from five (5) suppliers for the procurement of the geosynthetic liner and piping for Cells 3 and 4 at the Casper Regional Landfill. The bids are as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>TOTAL BASE BID</u>
Sierra Geosynthetic Services, Inc.	Sparks, Nevada	\$537,009.05
<b>COMANCO Environmental Corp.</b>	<b>Plant City, Florida</b>	<b>\$590,665.00</b>
Colorado Lining International	Parker, Colorado	\$602,054.00
Erosion Control Applications, Inc.	Anaheim, California	\$620,193.50
Andreen Hunt Construction, Inc.	Mills, Wyoming	\$651,651.90

COMANCO Environmental Corporation submitted the low responsive Total Base Bid of \$590,665.00. Sierra Geosynthetic Services, Inc., did not bid the piping or geosynthetic project requirements; therefore, their bid is considered non-responsive and has been rejected. The Total Base Bid includes furnishing geosynthetic materials for secondary and primary linings and piping materials for leachate collection and pumping systems.

Golder Associates, Inc., is under contract to provide the design and bidding assistance for the project. The Engineer's estimate prepared by Golder Associates, Inc., for the project was \$806,253.00. Solid Waste Professionals of Wyoming is under contract to provide construction administration for the project.

Staff recommends awarding the contract to COMANCO Environmental Corporation for the full scope of work bid. Materials are to be delivered on site by June 26, 2015.

Funding for the project is from the Improvements fund allocated to projects Other Than Buildings.

A resolution is prepared for Council's consideration.

SECTION 00 52 13

STANDARD FORM OF  
PROCUREMENT AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS PROCUREMENT AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "OWNER," and COMANCO Environmental Corp., 4301 Sterling Commerce Drive, Plant City, Florida 33566, hereinafter referred to as the "CONTRACTOR" or "GEOSYNTHETIC MANUFACTURER."

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 at the quantities itemized on the Unit Prices Form. The Goods to be furnished are generally described as follows:

- Procurement and shipping of HDPE Geomembrane
- Procurement and shipping of Geosynthetic Clay Liner (GCL)
- Procurement and shipping of 18-inch HDPE pipe (solid and perforated)
- Procurement and shipping of 12-inch HDPE pipe (solid and perforated)
- Procurement and shipping of 6-inch HDPE pipe (solid and perforated)
- Procurement and shipping of 12 oz/sy geotextile fabric
- Procurement and shipping of 16 oz/sy geotextile fabric

ARTICLE 2. ENGINEER.

The Goods have been specified by the Golder Associates, Inc., 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:

1886 N. Station Rd  
Casper, Wyoming 82601

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to ENGINEER for review and approval within fourteen (14) days after the date of the OWNER's Notice of Award.
- 4.2 The Goods are to be delivered and fully accepted by June 26, 2015.
- 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 One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Five Hundred Ninety Thousand Six Hundred Sixty-Five Dollars (\$590,665.00). See Exhibit "A" - Bid Form and Bid Schedule.

ARTICLE 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the ENGINEER as provided in the Procurement General Conditions.

- 6.1 Progress Payments. 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 00 52 13-1 to 00 52 13-5, inclusive).

- 9.2 Exhibit "A" - Bid Form and Unit Prices Form.
- 9.3 Addenda No. One (1) Addendum.
- 9.4 Performance and Payment Bonds.
- 9.5 Certificate of Insurance.
- 9.6 Procurement General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 9.7 Procurement Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 9.8 Notice of Award.
- 9.9 Notice to Proceed
- 9.10 Technical SPECIFICATIONS (Divisions 01, 31, and 33).
- 9.11 Shop Drawings and other Submittals furnished by CONTRACTOR during performance of the Work and accepted by the OWNER.
- 9.12 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.13 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

(CASPER REGIONAL LANDFILL, CELLS 3 AND 4 CONSTRUCTION, GEOSYNTHETICS PROCUREMENT; CITY PROJECT 14-72)

  
\_\_\_\_\_

CONTRACTOR:

COMANCO Environmental Applications, Inc.  
4301 Sterling Commerce Drive  
Plant City, Florida 33566

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: V. H. McDonald, City Clerk

Title: Charlie Powell, Mayor

SECTION 00 41 43

EXHIBIT "A"  
STANDARD  
BID FORM

PROJECT IDENTIFICATION: CASPER REGIONAL LANDFILL  
CELLS 3 AND 4 CONSTRUCTION  
GEOSYNTHETICS PROCUREMENT  
CITY PROJECT 14-72

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 a Procurement Agreement with the City in the form included in the Procurement Documents and to furnish the Goods as specified or indicated in the Procurement Documents for the Contract Price within the Contract Time, in accordance with the Procurement Documents, and with Article 4 of the Procurement Agreement.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid 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 Bid 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 Bid Documents, that:
  - A. Bidder has examined copies of all the Bid Documents and of the following addenda (receipt of all which is hereby acknowledged):  

Addendum No. <u>1</u>	Dated <u>3/26/2015</u>
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the Goods are to be furnished, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or furnishing the Goods and has made such independent investigations as Bidder deems necessary;
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, 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 Bid. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder has Bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the unit price(s) stated on the attached Unit Price Form. The Base Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, GEOSYNTHETICS PROCUREMENT  
IN NUMERALS: \$ 590,665.00

TOTAL BASE BID, GEOSYNTHETICS PROCUREMENT  
IN WORDS: Five-hundred Ninety-thousand, Six-hundred  
Sixty-five and Zero cents 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:

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Unit Prices Form.
- C. Copy of Certificate of Residency, if Bid as a resident.

8. Communications concerning this Bid shall be addressed to:

Address of Bidder: COMANCO Environmental Corporation  
4301 Sterling Commerce Drive  
Plant City, FL 33566

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, except as provided in the Procurement Supplementary Conditions and Procurement Documents.

Submitted on April 13, 2015.

Bidder is Bid as a Non-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: \_\_\_\_\_

IF BIDDER IS:

A CORPORATION OR LIMITED LIABILITY COMPANY

By: COMANCO Environmental Corporation (seal)  
(Corporation's or Limited Liability Company's Name)

Florida  
(State of Incorporation or Organization)

By:  (seal)  
Mark A. Topp (Title) President

(Seal)

Attest: 

Business Address: COMANCO Environmental Corporation  
4301 Sterling Commerce Drive  
Plant City, FL 33566

Phone Number: 813-988-8829

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each member of the joint venture 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.)

RESOLUTION NO. 15-115

A RESOLUTION AUTHORIZING AN AGREEMENT WITH COMANCO ENVIRONMENTAL CORPORATION, FOR THE CASPER REGIONAL LANDFILL CELLS 3 AND 4 GEOSYNTHETICS PROCUREMENT.

WHEREAS, the City of Casper desires to procure geosynthetic and piping materials needed for the infrastructure of Cells 3 and 4 for the Casper Regional Landfill; and,

WHEREAS, COMANCO Environmental Corporation is able and willing to provide those services specified as the Casper Regional Landfill Cells 3 and 4 Construction, Geosynthetics Procurement, Project No. 14-72; 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 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 COMANCO Environmental Corporation, for those services, in the amount of Five Hundred Ninety Thousand Six Hundred Sixty-Five Dollars (\$590,665.00).

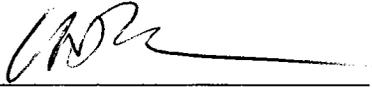
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Five Hundred Ninety Thousand Six Hundred Sixty-Five Dollars (\$590,665.00) and zero Dollars (\$0.00) for a construction contingency account, for a total price of Five Hundred Ninety Thousand Six Hundred Sixty-Five Dollars (\$590,665.00).

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 and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

(COMANCO Environmental Corporation – Cells 3 and 4 Geosynthetics Procurement)



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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V. H. McDonald  
City Clerk

---

Charlie Powell  
Mayor

April 16, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
Jason Knopp, P.E., City Engineer  
Cynthia M. Langston, Solid Waste Division Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Contract Award to Erosion Control Applications, Inc., for the Casper Regional Landfill Cells 3 and 4 Construction, Geosynthetics Installation, Project No. 14-72.

Recommendation:

That Council, by resolution, authorize an agreement with Erosion Control Applications, Inc., for the Casper Regional Landfill Cells 3 and 4 Geosynthetics Installation, Project No. 14-72, in the amount of \$174,755.60. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$10,000.00, for a total contract amount of \$184,755.60.

Summary:

On April 13, 2015, the City of Casper opened bids from three (3) contractors for construction of the Project. The bids are as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>TOTAL BASE BID</u>
<b>Erosion Control Applications, Inc.</b>	<b>Anaheim, California</b>	<b>\$174,755.60</b>
Sierra Geosynthetic Services, Inc.	Sparks, Nevada	\$189,441.65
COMANCO Environmental Corp.	Plant City, Florida	\$189,500.00

Erosion Control Applications, Inc., submitted the low Total Base Bid of \$174,755.60. The Total Base Bid includes installation of the secondary and primary linings and leachate collection and pumping systems.

Golder Associates, Inc., is under contract to provide the design and bidding assistance for the project. The Engineer's estimate prepared by Golder Associates, Inc., for the project was \$244,507.50. Solid Waste Professionals of Wyoming is under contract to provide construction administration for the project.

Staff recommends awarding the contract to Erosion Control Applications, Inc., for the full scope of work bid. Improvements are scheduled to be substantially completed October 31, 2015.

Funding for the project is from the Improvements fund allocated to projects Other Than Buildings.

A resolution is prepared for Council's consideration.

SECTION 00 52 13

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "OWNER," and Erosion Control Applications, Inc., 901 East Orangethorpe Avenue, Anaheim, California 92801, hereinafter referred to as the "CONTRACTOR" OR "GEOSYNTHETICS INSTALLER."

WHEREAS, the City of Casper desires to expand the Casper Regional Landfill (CRL) by excavating and installing containment liners for Cells 3 and 4; and,

WHEREAS, Erosion Control Applications, Inc. is able and willing to provide those services specified as the CASPER REGIONAL LANDFILL, CELLS 3 AND 4 CONSTRUCTION, GEOSYNTHETICS INSTALLATION; CITY PROJECT 14-72.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

CONTRACTOR shall perform all the work required by the Contract Documents for completion of the CASPER REGIONAL LANDFILL, CELLS 3 AND 4 CONSTRUCTION, GEOSYNTHETICS INSTALLATION; CITY PROJECT 14-72, hereinafter referred to as the "WORK".

ARTICLE 2. ENGINEER.

The Project has been designed by Golder Associates, Inc., (Lakewood, Colorado), and the City of Casper. For the purposes of contract administration, Golder Associates, Inc., is hereinafter referred to as the "ENGINEER" and Solid Waste Professionals of Wyoming, LLC, is hereinafter referred to as the "CQA MANAGER;" both will act as the OWNER's Representative, assume all duties and responsibilities, and will have the rights and authority assigned to the ENGINEER and CQA MANAGER in the Contract Documents, respectively, 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 for the complete installation of the geosynthetic liner system to make the project operational for its intended use.
- 3.2 The WORK will be Substantially Complete within forty-five (45) calendar days from the acceptance of the subgrade construction and Partial Completion of Cells 3 and 4 Construction, Earthwork, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within fifty-five (55) calendar days from the acceptance of the subgrade construction and Partial Completion of Cells 3 and 4 Construction, Earthwork.

- 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 Complete 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 Two Thousand Dollars (\$2,000.00) 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 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000.00) 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 One Hundred Seventy Four Thousand Seven Hundred Fifty-Five and 60/100 Dollars (\$174,755.60), 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 Unit Prices Form, included as Exhibit "A" in the Bid Documents 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 or CQA MANAGER 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 Unit Prices Form provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions. 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
- 5.1.1 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 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.

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment, as detailed in Section 01 32 16 of the SPECIFICATIONS.

5.3 Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, ENGINEER or CQA MANAGER 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, the 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/she 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/she 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 00 52 13-1 to 00 52 13-5, inclusive).
- 8.2 Exhibit "A" - Bid Form and Unit Prices Form
- 8.3 Addenda No. Two (2) Addendums.
- 8.4 Performance and Payment Bonds.
- 8.5 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.6 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.7 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.8 Technical SPECIFICATIONS (Divisions 01 and 31).
- 8.9 Notice of Award.
- 8.10 Notice to Proceed

- 8.11 Contract DRAWINGS, consisting of 10 sheets, with each sheet bearing the following general title: Casper Regional Landfill, Construction of Cells 3 and 4, Casper, Wyoming.
- 8.12 Shop Drawings and other Submittals furnished by CONTRACTOR during performance of the WORK and accepted by the OWNER.
- 8.13 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraph 3.04 of the General Conditions, on or after the effective date of this Agreement.
- 8.14 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

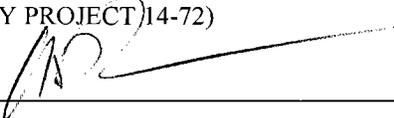
Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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 \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

(CASPER REGIONAL LANDFILL, CELLS 3 AND 4 CONSTRUCTION, GEOSYNTHETICS INSTALLATION; CITY PROJECT)14-72)

  
\_\_\_\_\_

CONTRACTOR:

Erosion Control Applications, Inc.,  
901 East Orangethorpe Avenue  
Anaheim CA 92801  
\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: V. H. McDonald, City Clerk

Title: Charlie Powell, Mayor

SECTION 00 41 43

EXHIBIT "A"  
STANDARD  
BID FORM

PROJECT IDENTIFICATION: CASPER REGIONAL LANDFILL  
CELLS 3 AND 4 CONSTRUCTION  
GEOSYNTHETICS INSTALLATION  
CITY PROJECT 14-72

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 Bid Documents and to complete all WORK as specified or indicated in the Bid Documents for the Contract Price within the Contract Time specified in the Agreement.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid 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 Bid 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 Bid Documents, that:
  - A. Bidder has examined copies of all the Bid Documents and of the following addenda (receipt of all which is hereby acknowledged):  

Addendum No. <u>1</u>	Dated <u>4-2-15</u>
Addendum No. <u>2</u>	Dated <u>4-7-15</u>
  - B. Bidder has examined the site and locality where the WORK is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the WORK and has made such independent investigations as Bidder deems necessary;
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder

has not solicited or induced any person, firm, or a corporation to refrain from Bid. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is Bid all schedules, alternates, if any, and will complete the WORK for unit price(s) stated in the attached Unit Prices Form based on materials actually furnished and installed and services actually provided. The Base Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, GEOSYNTHETICS INSTALLATION  
IN NUMERALS: \$ 174,755.60

TOTAL BASE BID, GEOSYNTHETICS INSTALLATION  
IN WORDS: One Hundred Seventy Four Seven Hundred Fifty Five  
and Sixty Cents DOLLARS.

6. Bidder agrees that the WORK for the City will be as provided above.
7. Bidder accepts the provisions of the Bid 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. Unit Prices Form.
  - C. Copy of Certificate of Residency, if Bid as a resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 901 E. Orangethorpe Avenue  
Anaheim, CA 92801  
Attn: Christopher Fore

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 Bid Documents.

Submitted on April 10, 2015.

Bidder is Bid as a Non-Resident (Insert Resident or Non-Resident)



IF BIDDER IS:

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Erosion Control Applications, Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

California  
(State of Incorporation or Organization)  
By:  President (seal)  
(Title)

(Seal)

Attest: 

Business Address: 901 E. Orangethorpe Avenue  
Anaheim, CA 92801

Phone Number: (714) 921-9848 Ext. 104

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each member of the joint venture 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.)

RESOLUTION NO. 15-116

A RESOLUTION AUTHORIZING AN AGREEMENT WITH EROSION CONTROL APPLICATIONS, INC., FOR THE CASPER REGIONAL LANDFILL CELLS 3 AND 4 GEOSYNTHETICS INSTALLATION.

WHEREAS, the City of Casper desires to install secondary and primary linings and leachate collection and pumping systems of cells 3 and 4 for the Casper Regional Landfill; and,

WHEREAS, Erosion Control Applications, Inc., is able and willing to provide those services specified as the Casper Regional Landfill Cells 3 and 4 Construction, Geosynthetics Installation, Project No. 14-72; 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 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 Erosion Control Applications, Inc., for those services, in the amount of One Hundred Seventy-Four Thousand Seven Hundred Fifty-Five and 60/100 Dollars (\$174,755.60).

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 One Hundred Seventy-Four Thousand Seven Hundred Fifty-Five and 60/100 Dollars (\$174,755.60) and Ten Thousand Dollars (\$10,000.00) for a construction contingency account, for a total price of One Hundred Eighty-Four Thousand Seven Hundred Fifty-Five and 60/100 Dollars (\$184,755.60).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than 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 \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

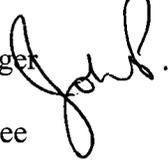
ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald, City Clerk  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

May 1, 2015

MEMO TO: His Honor, the Mayor, and Members of the City Council  
FROM: John C. Patterson, City Manager   
SUBJECT: Library Exploratory Committee

Recommendation:

That Council approve, by resolution, appointing Charlie Powell, Daniel Sandoval, Robert Hopkins, and Steve Cathey to serve on this exploratory committee.

Summary:

The County Commission has asked the City Council to assist them in a leadership role to determine the best course in meeting the challenges the library faces.

Background:

The voters have turned down a 6<sup>th</sup> cent request to build a new library twice in the last 10 years.

The present library is undersized, has limited parking, no room onsite to expand, and needs millions of dollars in order to be renovated.

What a dilemma! The County owns the library but desires ideas and leadership from City Council. Two County Commissioners and four City Council members will form a committee to study the challenges and explore solutions.

RESOLUTION NO. 15-117

JOINT NATRONA COUNTY-CITY OF CASPER RESOLUTION  
TO STUDY THE CHALLENGES FACING THE PUBLIC LIBRARY

WHEREAS, the Natrona County Public Library is a substantive community asset to the citizens of Natrona County and the City of Casper; and

WHEREAS, approximately 70% of the residents of Natrona County currently hold library cards and over 365,000 visited the library last year; and

WHEREAS over 10,000 Natrona County School District students were provided services by the library last year; and

WHEREAS, a public library is crucial to diversified economic development in Casper and Natrona County; and

WHEREAS, the current Natrona County Public Library building is very old and the needs of a vibrant library system can no longer be served from the building as it currently exist; and

WHEREAS, the current building has life-safety issues that must be addressed in the near future; and

WHEREAS, the County Library Board of Directors received a Remediation Planning Study indicating \$3,700,000 will be required to address the life-safety issues that currently exist in the library building; and

WHEREAS, even if the life-safety issues were to be resolved, the library building may still not meet the needs of the community.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Natrona County, Wyoming (the "BOCC"), and the City Council of the City of Casper hereby acknowledge that Natrona County and the City of Casper recognize the need to study the challenges facing the public library.

BE IT FURTHER RESOLVED that the BOCC and the City Council of the City of Casper shall appoint a joint committee of six (6) members to study the challenges facing the public library.

BE IT FURTHER RESOLVED that Forrest Chadwick and John Lawson are hereby appointed as representatives of the BOCC, and Charlie Powell, David Sandoval, Robert Hopkins, and Steve Cathey are hereby appointed as the representatives for the City of Casper, whose appointments shall be effective when this resolution is approved by both the BOCC and the City of Casper.

LIBRARY SUPPORT RESOLUTION  
PAGE 2

BE IT FURTHER RESOLVED that this resolution may be executed in counterparts by the BOCC and the City of Casper, which shall then be effective upon execution of each counterpart by each party.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

THE BOARD OF COUNTY COMMISSIONERS  
NATRONA COUNTY, WYOMING

\_\_\_\_\_  
Forrest Chadwick, Chairman

CITY OF CASPER, WYOMING

\_\_\_\_\_  
Charlie Powell, Mayor

ATTEST:

\_\_\_\_\_  
Renea Vitto, County Clerk

\_\_\_\_\_  
V.H. McDonald, City Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

  
\_\_\_\_\_  
City Attorney

April 24, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: V.H. McDonald, Assistant City Manager   
Jason C. Shellabarger, Fleet Maintenance Manager  
SUBJECT: Authorize Purchase of one (1) Debris Blower

Recommendation:

That Council, by minute action, authorize the purchase of one (1) New Buffalo Debris Blower, from Stotz Equipment, Casper, Wyoming, to be used in the Municipal Golf Course Section of the Leisure Services Department, in the amount of \$6,825.00.

Summary:

Quotes were requested for one (1) Debris Blower, from local and out of state dealers. On March 18, 2015, quotes were received from Stotz Equipment, and Midland Implement. The quotes are as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Total</u>
<b>(1) New Buffalo BT-CKB4</b>	<b>Stotz</b>	<b>\$6,825.00</b>	<b>\$6,825.00</b>
(1) New Toro ProForce	Midland	\$6,852.00	\$6,852.00
(1) New Buffalo BT-Mega	Stotz	\$7,200.00	\$7,200.00

The recommended Buffalo BT-CKB4 is a new unit with full factory warranty. This blower meets all the necessary requirements.

This purchase will be funded from 1%#14 allocate for Capital Equipment.

April 15, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V. H. McDonald, Assistant City Manager   
Carla Mills-Laatsch, Customer Services Supervisor 

SUBJECT: Application for Taxicab Company Licenses

Recommendation:

That Council, by minute action, authorize the issuance of a taxicab company license to John Kohler and Jeff Matney, d.b.a. Blue Cab, located at 1055 S Melrose St Apt. B

Summary:

An application to obtain a license to operate a taxicab company within the City of Casper has been received from the following:

- John Kohler and Jeff Matney, d.b.a Blue Cab

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 and the zoning of the property, at which the taxicab company is located, are also performed.

The background check for this individual from the Chief of Police did not reflect any issues; the property on which this company is located is properly zoned for the activity. Blue Cab is located in a residential zoned area. Code Enforcement staff has reviewed and approved this property for use by a taxi company as per the home occupation ordinance provisions of Chapter 17.12.140 of the Casper Municipal Code, please see attachment. The City has received verification for public liability insurance, as specified in Chapter 5.60.050 of the Casper Municipal Code. This company's insurance policy has been reviewed and approved by Risk Management. Lastly, this applicant meets the qualifications listed in Section 5.60.130 of the Casper Municipal Code.



# City of Casper

Incorporated 1889  
Casper, Wyoming 82601

Director  
Community Development Department  
200 North David Street  
Phone (307) 235-8241  
WWW.CASPERWY.GOV

April 3, 2015

Re: Taxi Cab Service – 1055 South Melrose, Apartment B, Casper, WY

To Whom It May Concern:

This letter is to confirm that the above-referenced property is zoned R-2 (One Unit Residential), and a taxi cab service may be operated out of that location as long it adheres to the requirements set forth in Section 17.12.140 of the Casper Municipal Code regarding **Home Occupations**. For your reference, the Home Occupation ordinance can be found within the Casper Municipal Code at <http://library.municode.com/index.aspx?clientId=16253>, and the applicable section of the Code is Section 17.12.140.

It is important to note that a “home occupation” is a business/commercial use conducted primarily within the dwelling unit, cannot take up more than 25% of your dwelling space, does not attract outside traffic, and engages **only family members** residing on the premises. If customers are coming to this address, then adequate off-street parking must be provided as per Section 17.12.080, and there can be no outside storage or other disturbing influence greater than those of surrounding residential properties in the neighborhood. In addition, there can be no exterior advertising other than a one square foot sign (non-illuminated) that is attached flush with the dwelling unit.

If complaints are received and they are substantiated, then a notice of violation would be issued and you would present your case before the Planning and Zoning Commission. If you need additional information, I can be reached at 235-8241.

Respectfully,

Craig Collins, AICP  
Associate Planner



*City of Casper*  
**POLICE DEPARTMENT**

**Memorandum**

Date: 04-10-15

To: V.H McDonald, Administrative Services Director

From: Chief Jim Wetzel

Reference: Recommendation for Issuing Taxi Cab Drivers License and Taxi Business license.

**Recommendation:**

Pursuant to the requirements of Casper Municipal Code 5.60.120 (5), I recommend the issuance of Taxi company licenses to be approved for the following individuals:

**John Kohler- Blue Cab**  
**Jeff Matney-Blue Cab**

I recommend that issuance of Taxicab Driver's licenses be denied for the following individuals:

N/A

**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 Chapter 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. Fingerprints have been sent to the State of Wyoming Division of Criminal investigation and upon return, if there are items that would restrict the driver's license from being issued, any of those already issued are subject to revocation.