

# **COUNCIL MEETING AGENDA**

---

## **Casper City Council**

### **City Hall, Council Chambers**

**Tuesday, September 18, 2018, 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, or Second or Third Reading Ordinance, Must Submit a Written Request to the City Clerk's Office by 12:00 Noon on the Monday Immediately Preceding the Council Meeting, or May Speak During the Communications From Persons Present.
- III. When Speaking to the City Council Please:
  - Clearly State Your Name and Address.
  - Direct all questions/comments to the Mayor and only the Mayor.
  - No personal attacks on staff or Council.
  - 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. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- 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)

#### **AGENDA**

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CONSIDERATION OF MINUTES OF THE SEPTEMBER 4, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON SEPTEMBER 12, 2018**



4. CONSIDERATION OF BILLS AND CLAIMS

5. COMMUNICATIONS

A. From Persons Present

6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish October 2, 2018, as the Public Hearing Date for Consideration of:

- a. Amending Casper Municipal Code Section 5.08.320 – **Hours of Sale of Alcoholic Liquors or Malt Beverages**, Uniform for Each Day of the Week.
- b. New **Microbrewery Liquor License No. 5** for Gruner Brothers Brewing Corp, d/b/a **Gruner Brothers Brewing**, Located at 1301 Wilkins Circle.

7. PUBLIC HEARINGS

A. Ordinance

1. **Hotel Guest Registration.**

B. Minute Action

1. Fiscal Year 2017-2018 **Community Development Block Grant Consolidated Annual Performance and Evaluation Report.**

8. SECOND READING ORDINANCE

A. Consent

1. **Zone Change** of Lots 1-8 Inclusive, Block 1, North Burlington Addition, Located at **143, 145, 159, 169 West K Street**, from R-3 (One to Four Unit Residential) to R-5 (Mixed Residential).

i. Communications from Persons Present

9. RESOLUTIONS

A. Consent

1. Authorizing Amendment No. 1 to the Contract for Professional Services with **CH2M Hill Engineers, Inc.**, in the Amount of \$93,811, for the **Sam H. Hobbs WWTP Motor Control Center Replacement Project.**



9. RESOLUTIONS (continued)

A. Consent

2. Authorizing an Agreement with **Western States Fire Protection**, in the Amount of \$237,240, for the **LifeSteps Campus Building “F” Fire Suppression and Campus Fire Alarm System Replacement Project**.
3. Authorizing Contract for **Outside-City Water Service** with **Marguerite Hardy and Tim Hardy Joint Revocable Living Trust**.
4. Authorizing an Agreement with **Andreen Hunt Construction, Inc.**, in the Amount of \$32,960, for the **Coulter Drive Alley Drainage Improvements Project**.
5. Authorizing a Contract for Professional Services with **Big West Landscaping, LLC**, in the Amount of \$86,909, for the **Heritage Hills Subdivisions Reclamation Project**.
6. Authorizing a **Natrona County Road License** for Installation of a New 12-inch **Water Transmission Main** for the **West Casper Zone II Water System Improvements Project**.
7. Authorizing the Execution of an M-54 Utility License with the **Wyoming Department of Transportation** for the Installation of a 3-inch HDPE Casing and 1.5-inch **Water Service Line to Provide Water Service to 7475 Highway 220**.
8. Accepting **Natrona County Hazard Mitigation Plan & Emergency Response Plan**.
9. Authorizing a Contract with the **Law Office of Hampton M. Young, Jr., P.C.** to Provide **Court Appointed Legal Services for the Casper Municipal Court**.

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

11. ADJOURNMENT



## Upcoming Council meetings

### Council meetings

6:00 p.m. Tuesday, October 2, 2018– Council Chambers

6:00 p.m. Tuesday, October 16, 2018 – Council Chambers

### Work sessions

4:30 p.m. Tuesday, September 25, 2018 – Council Meeting Room

4:30 p.m. Tuesday, October 9, 2018– Council Meeting Room

---

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

---



COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
September 4, 2018

Casper City Council met in regular session at 6:04 p.m., Tuesday, September 4, 2018. Present: Councilmembers Hopkins, Huber, Humphrey, Johnson, Laird, Morgan, Powell, Walsh and Mayor Pacheco.

Mayor Pacheco led the audience in the Pledge of Allegiance.

Moved by Councilmember Hopkins, seconded by Councilmember Humphrey, to, by minute action, approve the minutes of the August 21, 2018, regular Council meeting, as published in the Casper-Star Tribune on August 28, 2018. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Powell, to, by minute action, approve the minutes of the August 21, 2018, executive session. Motion passed.

Moved by Councilmember Walsh, seconded by Councilmember Laird, to, by minute action, approve the minutes of the August 28, 2018, executive session. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Walsh, to, by minute action, approve payment of the September 4, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims  
09/04/18

BankOfAmerica	Goods	\$141,221.78
BarDSigns	Goods	\$923.56
BHEnergy	Services	\$722.10
Brenntag	Goods	\$28,491.28
CasperPubSafetyComm	Services	\$5,624.50
CATC	Funding	\$187,809.25
Centurylink	Services	\$179.24
CityofCasper	Services	\$6,119.62
CivilEngineeringProfessionals	Projects	\$2,190.00
CrimeSceneInfo	Services	\$86.25
DavidsonMech	Goods	\$2,699.97
DCourtade	Reimb	\$77.00
Dell	Goods	\$789.72
DrvrAlliantIns	Ins	\$125.00
GCrotty	Reimb	\$299.00
GeosyntecConsult	Consult	\$10,692.18
GolderAssociates	Services	\$1,332.50
Hach	Goods	\$4,909.96

HewlettPackard	Goods	\$2,332.88
HGross	Refund	\$8.25
Homax	Goods	\$40,220.14
HonnenEquipmentCo	Goods	\$13,975.78
ISC	Supplies	\$78,991.52
ITCElec	Services	\$243.84
JAHoover	Refund	\$10.68
JCarbajal	Refund	\$260.00
JMclean	Reimb	\$238.88
JSchall	Reimb	\$75.00
JTLGroup	Services	\$4,268.81
K Suba	Reimb	\$39.84
KellySvcs	Services	\$589.60
KHowel	Reimb	\$75.00
KJohnson	Refund	\$410.00
KKofakis	Reimb	\$21.51
KLake	Refund	\$13.58
LisasSpicnSpan	Services	\$1,100.00
LxisNxix	Svc	\$405.87
MBaker	Reimb	\$105.00
MMikesell	Reimb	\$140.00
Nalco	Supp	\$15,312.24
NCHHealthDept	Funding	\$90,000.00
NCSheriffsOffice	Funding	\$7,500.00
OlsonAutobody	Services	\$6,926.87
OneCallofWy	Services	\$606.00
PostalPros	Services	\$8,234.49
RailroadManagement	Services	\$214.01
RockyMtnPower	Services	\$100,105.69
RockyMtnPower	Services	\$143,987.00
RodBarstadsPnt	Services	\$4,091.21
SkylineRanches	Services	\$315.60
SolidWasteProfessionals	Services	\$29,975.15
StealthPartnerGroup	Services	\$53,656.73
TAdams	Refund	\$58.92
TBarnes	Reimb	\$33.07
TCEMfg	Supp	\$11,900.00
ThePeak	Goods	\$5,325.00
TopOffice	Goods	\$182.80
TransmissionDist	Supplies	\$5,800.00
TretoConstruction	Projects	\$120,481.51
Tweed'sWholesale	Goods	\$262.68
TWhitman	Reimb	\$100.00

WayneColemanConstruction	Projects	\$27,497.55
WesternPlainsLandscaping	Services	\$22,669.11
WesternWaterConsult	Services	\$14,591.15
WestlandPark	Services	\$1,453.32
WH LLC	Services	\$13,261.38
WorthingtonLenhart&Carpenter	Services	\$17,064.46
WstPlnsLndscp	Retain	\$2,518.79
WyCfrncBldgOff	Training	\$100.00
WYDOT	Services	\$9,168.41
WyMachinery	Goods	\$25,084.00
WyNotaryDivision	Goods	\$30.00
WyWrkrsComp	Fees	\$3,171.85
		\$1,605,280.15

Mayor Pacheco welcomed Susan Haines, of the Wyoming Society of the United States Daughters of 1812. This organization requested proclamations in honor of Star-Spangled Banner Day and Constitution week. Mayor Pacheco read one of the proclamations and presented them to Ms. Haines.

Mayor Pacheco then introduced Laurie Urbigkit, Government Affairs Director of the Wyoming Realtors. Ms. Urbigkit invited Councilmembers to attend the Wyoming Realtors state convention next week, which will also be a celebration of the Bishop House and the anniversary of the National Fair Housing Act.

Dennis Steensland, 533 S. Washington, inquired about the new Council agenda sequence and requested several items be finalized by Council.

Moved by Councilmember Hopkins, seconded by Councilmember Walsh, to, by minute action: establish September 18, 2018, as the public hearing date for the consideration of fiscal year 2017-2018 Community Development Block Grant Consolidated Annual Performance and Evaluation Report; and new hotel guest registration ordinance. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of the zone change of Lots 1-8 inclusive, Block 1, North Burlington Addition, located at 143, 145, 159, 169 West K Street, from R-3 (One to Four Unit Residential) to R-5 (Mixed Residential).

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated August 24, 2018 and an affidavit of publication, as published in the Casper-Star Tribune, dated August 20, 2018. City Manager Napier provided a brief report.

Speaking in support was Leon Webber, on behalf of the owner/applicant.

There being no others to speak for or against the issues involving the zone change, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 16-18  
AN ORDINANCE APPROVING A ZONE CHANGE OF LOTS  
21 THROUGH 8 INCLUSIVE, BLOCK 1 NORTH  
BURLINGTON ADDITION IN THE CITY OF CASPER,  
WYOMING.

Councilmember Johnson presented the foregoing ordinance for approval, on first reading.  
Seconded by Councilmember Walsh. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-191  
A RESOLUTION TO AMEND THE EXISTING LOCKBOX  
AGREEMENT BETWEEN THE CITY OF CASPER AND FIRST  
INTERSTATE BANK REGARDING THE PROVISION OF  
LOCKBOX AND UTILITY BILL PAYMENT PROCESSING  
SERVICES.

RESOLUTION NO. 18-192  
A RESOLUTION APPROVING AND ACCEPTING A  
DRAINAGE EASEMENT FROM 5725 HIGHLAND DRIVE,  
INC., FOR MAINTENANCE OF A STORM SEWER MAIN  
ACROSS PRIVATE PROPERTY.

RESOLUTION NO. 18-193  
A RESOLUTION APPROVING AND ACCEPTING A STORM  
SEWER PIPE EASEMENT FROM STELLA JOHNSTON FOR  
MAINTENANCE OF A STORM SEWER MAIN ACROSS  
PRIVATE PROPERTY.

RESOLUTION NO. 18-194  
A RESOLUTION AUTHORIZING AN UNDERGROUND  
RIGHT-OF-WAY EASEMENT WITH ROCKY MOUNTAIN  
POWER TO INSTALL ELECTRICAL SERVICE  
UNDERGROUND TO THE VERIZON CELL TOWER AT 795  
COLLEGE DRIVE.

RESOLUTION NO. 18-195  
A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT  
FUNDS FROM THE STATE OF WYOMING OFFICE OF THE  
ATTORNEY GENERAL, DIVISION OF VICTIM SERVICES.

RESOLUTION NO. 18-196  
A RESOLUTION IN SUPPORT OF RESTORATIVE JUSTICE.

Councilmember Morgan presented the foregoing six (6) resolutions for adoption. Seconded by



Councilmember Hopkins. Councilmember Walsh voted nay on Resolution No. 18-196. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Hopkins, to, by consent minute action, authorize the discharge of \$34,573.19 of uncollectible accounts receivable balances, aged between the date of April 1, 2013 and June 30, 2013, including more recent estate liquidations and bankruptcies. Motion passed.

Councilmember Huber asked that the school zone on Beverly be marked properly. Several Councilmembers shared their thoughts on the optional one cent priorities.

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:00 p.m., Tuesday, September 1, 2018, at the LifeSteps Campus; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, September 18, 2018, in the Council Chambers.

Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 6:44 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

---

Ray Pacheco  
Mayor

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

A.M.B.I. & SHIPPING, INC.	18-08-414 POSTAGE	\$16.73
	Subtotal for Cost Center City Attorney:	\$16.73
	18-08-424 POSTAGE	\$11.92
	Subtotal for Cost Center Human Resources:	\$11.92
	18-08-427 REGULAR MAIL	\$441.10
	Subtotal for Cost Center Police:	\$441.10
	18-08-425 POSTAGE	\$3.81
	Subtotal for Cost Center Property & Liability Insurance:	\$3.81
	Vendor Subtotal:	\$473.56
AAA LANDSCAPING	16155 WEED CONTRACTOR	\$137.26
	15976 WEED CONTRACTOR	\$187.51
	15999 WEED CONTRACTOR	\$103.02
	16169 WEED CONTRACTOR	\$169.20
	Subtotal for Cost Center Code Enforcement:	\$596.99
	Vendor Subtotal:	\$596.99
AARON TRUJILLO	4250Y CLOTHING REIMBURSEMENT	\$67.36
	Subtotal for Cost Center Police:	\$67.36
	Vendor Subtotal:	\$67.36
ALTITUDE RECYCLING EQUIPMENT	A3395 30% DEPOSIT FOR MRF	\$141,705.00
	Subtotal for Cost Center Balefill:	\$141,705.00
	Vendor Subtotal:	\$141,705.00
AMERI-TECH EQUIPMENT CO.	104334 NEW ROLL OFF TRUCK BODY	\$44,089.05
	104295-19404 NEW SIDE LOADING SANITATION TR	\$142,986.99
	Subtotal for Cost Center Refuse Collection:	\$187,076.04
	Vendor Subtotal:	\$187,076.04
ANDREEN HUNT CONSTRUCTION INC	3850 ROTARY PARK PATHWAY PHASE II	\$64,132.45
	Subtotal for Cost Center City Manager:	\$64,132.45

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

---

## CONSTRUCTION, INC.

3850 ROTARY PARK PATHWAY PHASE II	\$21,982.55
<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$21,982.55</b>
<b>Vendor Subtotal:</b>	<b>\$86,115.00</b>

## ARROWHEAD HEATING & AIR CONDITIONING

11729 AUGUST FILTER CHANGE	\$74.92
11730 AUGUST FILTER CHANGE	\$180.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$254.92</b>
<b>Vendor Subtotal:</b>	<b>\$254.92</b>

## ATLANTIC ELECTRIC, INC

7640 RETAINAGE 16008	-\$369.95
<b>Subtotal for Cost Center General - Engineering:</b>	<b>-\$369.95</b>
7640 #16-008 2018 LUMINAIRE SERVICE	\$3,699.41
<b>Subtotal for Cost Center Streets:</b>	<b>\$3,699.41</b>
<b>Vendor Subtotal:</b>	<b>\$3,329.46</b>

## B & B SALES & SERVICE

7520 WEED MOWING	\$706.61
7520 WEED CONTRACTOR	\$993.73
7521 WEED MOWING	\$1,337.56
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$3,037.90</b>
<b>Vendor Subtotal:</b>	<b>\$3,037.90</b>

## BAR-D SIGNS, INC.

33583 DECALS	\$637.60
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$637.60</b>
<b>Vendor Subtotal:</b>	<b>\$637.60</b>

## BIG WIND MEDIA, INC.

9491 HOSTING DOMAIN NAME	\$30.00
<b>Subtotal for Cost Center Parks:</b>	<b>\$30.00</b>
<b>Vendor Subtotal:</b>	<b>\$30.00</b>

## BRANT MARSHALL

04109 PANT REIMBURSEMENT PER POLICY	\$52.29
<b>Subtotal for Cost Center Water:</b>	<b>\$52.29</b>

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

---

<b>Vendor Subtotal:</b>	<b>\$52.29</b>
-------------------------	----------------

## BRENNTAG PACIFIC, INC.

BPI867896 CHEMICAL - FERRIC	\$9,098.33
BPI867897 CHEMICAL - FERRIC	\$9,390.87
BPI866662 CHEMICAL - FERRIC	\$9,367.09
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$27,856.29</b>

---

<b>Vendor Subtotal:</b>	<b>\$27,856.29</b>
-------------------------	--------------------

## CARLA/FRED SLAGLE

RIN0028899 UTILITY REFUND	\$24.59
<b>Subtotal for Cost Center Water:</b>	<b>\$24.59</b>

---

<b>Vendor Subtotal:</b>	<b>\$24.59</b>
-------------------------	----------------

## CAROLINA SOFTWARE

68438 SOFTWARE SUPPORT WASTE WORKS	\$450.00
68295 WASTE WIZARD SOFTWARE SUPPORT	\$250.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$700.00</b>

---

<b>Vendor Subtotal:</b>	<b>\$700.00</b>
-------------------------	-----------------

## CASPAR BUILDING SYSTEMS, INC.

FS-006 RETAINAGE 16-050	-\$34,813.02
<b>Subtotal for Cost Center Capital Projects - Fire:</b>	<b>-\$34,813.02</b>

FS-006 FIRE EMS STATION #5	\$390,961.06
<b>Subtotal for Cost Center Fire:</b>	<b>\$390,961.06</b>

---

<b>Vendor Subtotal:</b>	<b>\$356,148.04</b>
-------------------------	---------------------

## CASPER PUBLIC UTILITIES

RIN0028890 SANITATION	\$113.00
RIN0028890 SEWER	\$22.95
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$135.95</b>

---

<b>Vendor Subtotal:</b>	<b>\$135.95</b>
-------------------------	-----------------

## CDW GOVERNMENT, INC.

NMJ1608 IPADS FOR P&Z COMMISSION	\$2,906.68
NQN3826 OTTERBOXES FOR P&Z IPADS	\$392.00
<b>Subtotal for Cost Center Planning:</b>	<b>\$3,298.68</b>

---

<b>Vendor Subtotal:</b>	<b>\$3,298.68</b>
-------------------------	-------------------

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

## CENTRAL WY. REGIONAL WATER

166681 AUG18 SYSTEM INVESTMENT FEES	\$4,200.00
166733 AUG18 WHOLESALE WATER	\$958,692.48
<b>Subtotal for Cost Center Water:</b>	<b>\$962,892.48</b>

<b>Vendor Subtotal:</b>	<b>\$962,892.48</b>
-------------------------	---------------------

## CENTURYLINK

RIN0028883 LANDFILL REMED GAS SYSTEM	\$67.82
<b>Subtotal for Cost Center Balefill:</b>	<b>\$67.82</b>

RIN0028893 PHONE USE	\$34.66
<b>Subtotal for Cost Center City Hall:</b>	<b>\$34.66</b>

RIN0028893 PHONE USE	\$65.08
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$65.08</b>

RIN0028893 PHONE USE	\$229.46
RIN0028893 PHONE USE	\$300.80
RIN0028893 PHONE USE	\$10,959.88
RIN0028882 PHONE USE	\$490.87
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$11,981.01</b>

RIN0028893 PHONE USE	\$39.43
AP000143081518 VOIP PHONE	\$350.30
<b>Subtotal for Cost Center Finance:</b>	<b>\$389.73</b>

RIN0028893 PHONE USE	\$1,274.55
<b>Subtotal for Cost Center Fire:</b>	<b>\$1,274.55</b>

RIN0028893 PHONE USE	\$38.64
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$38.64</b>

RIN0028893 PHONE USE	\$38.66
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$38.66</b>

RIN0028893 PHONE USE	\$126.10
<b>Subtotal for Cost Center Parking:</b>	<b>\$126.10</b>

RIN0028893 PHONE USE	\$122.03
RIN0028893 PHONE USE	\$45.52
<b>Subtotal for Cost Center Parks:</b>	<b>\$167.55</b>

RIN0028893 PHONE USE	\$357.36
<b>Subtotal for Cost Center Police:</b>	<b>\$357.36</b>

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

RIN0028893 PHONE USE \$158.24

**Subtotal for Cost Center Streets: \$158.24**

RIN0028893 PHONE USE \$1,842.70

**Subtotal for Cost Center Waste Water: \$1,842.70**

RIN0028893 PHONE USE \$56.40

RIN0028893 PHONE USE \$195.24

RIN0028893 PHONE USE \$38.64

**Subtotal for Cost Center Water: \$290.28**

**Vendor Subtotal: \$16,832.38**

## CH2M HILL, INC.

381157464 WWTP MCC REPLACEMENT PROJ \$2,064.08

**Subtotal for Cost Center Waste Water: \$2,064.08**

**Vendor Subtotal: \$2,064.08**

## CHROMASCAPE, INC

447982 DYE FOR WOODCHIPS/MULCH \$4,145.58

448069 DYE FOR WOOD CHIPS \$1,760.36

**Subtotal for Cost Center Balefill: \$5,905.94**

**Vendor Subtotal: \$5,905.94**

## CITY OF CASPER

5128/166231 AUG 18 CITY CATC FUEL CHARGES \$7,434.81

5128/166231 AUG 18 FTA CATC FUEL CHARGES \$7,434.82

5128/166232 AUG 18 CITY CATC WORKORDERS \$2,691.47

5128/166232 AUG 18 FTA CATC WORKORDERS \$10,765.89

**Subtotal for Cost Center C.A.T.C.: \$28,326.99**

**Vendor Subtotal: \$28,326.99**

## CITY OF CASPER - BALEFILL

525/166173 SANITATION \$15.36

525/165950 SANITATION \$19.20

**Subtotal for Cost Center Hogadon: \$34.56**

247/166679 SANITATION \$81.00

**Subtotal for Cost Center Parks: \$81.00**

2772/166176 SANITATION \$8,468.28

2772/165884 SANITATION \$5,997.84

2772/165921 SANITATION \$6,186.00

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

2772/165952 SANITATION	\$6,492.00
2772/165984 SANITATION	\$5,834.40
2772/166011 SANITATION	\$5,940.12
2772/166078 SANITATION	\$6,240.00
2772/166625 SANITATION	\$5,299.68
2772/166228 SANITATION	\$5,685.24
2772/166652-667 SANITATION	\$17,911.92
2772/166046-57 SANITATION	\$6,043.44
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$80,098.92</b>

1276/165883 SANITATION	\$43.68
1276/165949 SANITATION	\$89.76
1276/166172 SANITATION	\$130.56
1276/166649 SANITATION	\$30.72
1276/166043 SANITATION	\$90.24
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$384.96</b>

<b>Vendor Subtotal:</b>	<b>\$80,599.44</b>
-------------------------	--------------------

## CIVIL ENGINEERING PROFESSIONALS, INC.

17-006-16 MCKINLEY STREET UNDERPASS STOR	\$19,121.40
<b>Subtotal for Cost Center Streets:</b>	<b>\$19,121.40</b>

<b>Vendor Subtotal:</b>	<b>\$19,121.40</b>
-------------------------	--------------------

## COLLECTION CENTER INC.

972000000419 COLLECTION FEES	\$138.61
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$138.61</b>

972000000419 COLLECTION FEES	\$105.35
<b>Subtotal for Cost Center Sewer:</b>	<b>\$105.35</b>

972000000419 COLLECTION FEES	\$310.49
<b>Subtotal for Cost Center Water:</b>	<b>\$310.49</b>

<b>Vendor Subtotal:</b>	<b>\$554.45</b>
-------------------------	-----------------

## COMMUNICATION TECHNOLOGIES, INC.

81417 AIR CONDITIONING REPAIR	\$154.50
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$154.50</b>

81477 REPAIRS TO UNIT 254	\$103.00
<b>Subtotal for Cost Center Police:</b>	<b>\$103.00</b>

<b>Vendor Subtotal:</b>	<b>\$257.50</b>
-------------------------	-----------------

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

COMTRONIX, INC.	49150 ANNUAL ALARM SERVICE	\$953.92
	<a href="#">Subtotal for Cost Center</a> <b>Balefill:</b>	<b>\$953.92</b>
	<b>Vendor Subtotal:</b>	<b>\$953.92</b>
CS CONSULTING	16501 RRT2 Rescue Equipment	\$53,178.45
	17264 RRT2 Rescue Equipment	\$4,995.00
	<a href="#">Subtotal for Cost Center</a> <b>Special Assistance:</b>	<b>\$58,173.45</b>
	<b>Vendor Subtotal:</b>	<b>\$58,173.45</b>
CUES, INC., F/K/A ELXSI	512288 CCTV PUSH CAMERA SYS 16-047	\$21,390.00
	<a href="#">Subtotal for Cost Center</a> <b>Balefill:</b>	<b>\$21,390.00</b>
	<b>Vendor Subtotal:</b>	<b>\$21,390.00</b>
DAVIDSON FIXED INCOME MGMT.	2018-7CASPER MANAGEMENT FEES	\$3,757.36
	<a href="#">Subtotal for Cost Center</a> <b>Finance:</b>	<b>\$3,757.36</b>
	<b>Vendor Subtotal:</b>	<b>\$3,757.36</b>
DELTA DENTAL PLAN OF WY.	RIN0028897 DENTAL INSURANCE	\$46,730.75
	<a href="#">Subtotal for Cost Center</a> <b>Health Insurance:</b>	<b>\$46,730.75</b>
	<b>Vendor Subtotal:</b>	<b>\$46,730.75</b>
DIVERGENCE CREATIVE LLC	2212 RIVER REVIVAL MEDIA UPDATES	\$300.00
	<a href="#">Subtotal for Cost Center</a> <b>Refuse Collection:</b>	<b>\$300.00</b>
	<b>Vendor Subtotal:</b>	<b>\$300.00</b>
DPC INDUSTRIES, INC.	727000219-18 CHEMICAL - NAHYPO	\$6,989.89
	727000195-18 CHEMICAL NAHYPO	\$6,930.84
	<a href="#">Subtotal for Cost Center</a> <b>Water Treatment Plant:</b>	<b>\$13,920.73</b>
	<b>Vendor Subtotal:</b>	<b>\$13,920.73</b>
DURAPLAY, INC.	3061-2 RETAINAGE RELEASE 18-023	\$4,472.50



# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

---

Subtotal for Cost Center Capital Projects - Parks:	\$4,472.50
--	------------

Vendor Subtotal:	<hr/> \$4,472.50
------------------	------------------

## ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

5514 DEQ PERMITTING/JIM EVANS TRUCK	\$342.49
-------------------------------------	----------

Subtotal for Cost Center Refuse Collection:	\$342.49
---	----------

Vendor Subtotal:	<hr/> \$342.49
------------------	----------------

## FAITH A CONAWAY

RIN0028875 MERMAID HOURS	\$100.00
--------------------------	----------

Subtotal for Cost Center Aquatics:	\$100.00
------------------------------------	----------

Vendor Subtotal:	<hr/> \$100.00
------------------	----------------

## FIRST DATA MERCHANT SVCS CORP.

REMI1345336 CC FEES	\$7,414.48
---------------------	------------

Subtotal for Cost Center Balefill:	\$7,414.48
------------------------------------	------------

REMI1345338 CREDIT CARD FEES	\$125.04
------------------------------	----------

Subtotal for Cost Center Code Enforcement:	\$125.04
--	----------

REMI1345339 CREDIT CARD FEES	\$21.88
------------------------------	---------

Subtotal for Cost Center Engineering:	\$21.88
---------------------------------------	---------

REMI1345331 CREDIT CARD FEES	\$1,738.24
------------------------------	------------

Subtotal for Cost Center Finance:	\$1,738.24
-----------------------------------	------------

REMI1345332 CREDIT CARD FEE FOR MUSEUM	\$237.54
--	----------

Subtotal for Cost Center Fort Caspar:	\$237.54
---------------------------------------	----------

REMI1345333 CC SERVICE FEE FROM PRO SHOP	\$1,728.43
--	------------

Subtotal for Cost Center Golf Course:	\$1,728.43
---------------------------------------	------------

REMI1345334 CREDIT CARD SERVICES	\$52.27
----------------------------------	---------

Subtotal for Cost Center Metro Animal:	\$52.27
--	---------

REMI1345337 CREDIT CARD MACHINE FEE	\$75.28
-------------------------------------	---------

Subtotal for Cost Center Police:	\$75.28
----------------------------------	---------

REMI1345340 CC SERVICES	\$101.11
-------------------------	----------

Subtotal for Cost Center Streets:	\$101.11
-----------------------------------	----------

Vendor Subtotal:	<hr/> \$11,494.27
------------------	-------------------

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

FIRST INTERSTATE BANK - PETTY CASH	RIN0028900 WITNESS FEES	\$25.00
	<a href="#">Subtotal for Cost Center</a> Municipal Court:	\$25.00
	<b>Vendor Subtotal:</b>	<b>\$25.00</b>
GARAGE DOOR DUDES	0431 CAR WASH GARAGE DOOR REPAIR	\$120.00
	<a href="#">Subtotal for Cost Center</a> Fleet Maintenance:	\$120.00
	<b>Vendor Subtotal:</b>	<b>\$120.00</b>
GARY MARSH, INC.	392 CONTRACT PAYMENT TO GOLF PRO	\$21,006.00
	<a href="#">Subtotal for Cost Center</a> Golf Course:	\$21,006.00
	<b>Vendor Subtotal:</b>	<b>\$21,006.00</b>
GLOBAL SPECTRUM L.P.	0000850-IN JULY ATM FUNDING REQUEST	\$7,200.00
	0000851-IN JULY ORDER FEES	\$1,601.50
	<a href="#">Subtotal for Cost Center</a> Casper Events Center:	\$8,801.50
	<b>Vendor Subtotal:</b>	<b>\$8,801.50</b>
GOBLE SAMPSON ASSOC. INC.	BINV0007095 ELEMENTS NAHYPO PUMP	\$811.22
	<a href="#">Subtotal for Cost Center</a> Water Treatment Plant:	\$811.22
	<b>Vendor Subtotal:</b>	<b>\$811.22</b>
GREEN DIRT MINING & HAULING	0572 REMOVAL OF RUSSIAN OLIVES	\$2,700.00
	<a href="#">Subtotal for Cost Center</a> Weed And Pest:	\$2,700.00
	<b>Vendor Subtotal:</b>	<b>\$2,700.00</b>
HACH CO., CORP.	11097343 LAB SUPPLIES	\$317.25
	<a href="#">Subtotal for Cost Center</a> Water Treatment Plant:	\$317.25
	<b>Vendor Subtotal:</b>	<b>\$317.25</b>
HIGH PLAINS CONSTRUCTION INC	#2018-Asp 22. HOT MIX	\$663.66
	RIN0028902 MCKINLEY ST RR UP STORM/SAN SE	\$198,501.00

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

CONSTRUCTION, INC.	Subtotal for Cost Center Streets:	\$199,164.66
	Vendor Subtotal:	<b>\$199,164.66</b>
HOMAX OIL SALES, INC.	0422595-IN BULK FUEL	\$20,718.51
	Subtotal for Cost Center Balefill:	<b>\$20,718.51</b>
	0422746-IN STOCK, 02/F2 DIESEL 7401 GAL	\$20,782.75
	0422747-IN STOCK, 01/F1 UNL 7299 GAL	\$18,805.15
	0421905-IN CREDIT, DRUM	-\$20.00
	Subtotal for Cost Center Fleet Maintenance:	<b>\$39,567.90</b>
	0422431-IN GAS AND DIESEL FOR GOLF COURSE	\$2,720.64
	Subtotal for Cost Center Golf Course:	<b>\$2,720.64</b>
	CL89490 AUGUST FUEL	\$4,211.10
	Subtotal for Cost Center Water:	<b>\$4,211.10</b>
	Vendor Subtotal:	<b>\$67,218.15</b>
INDUSTRIAL CONTAINER SERVICES - CO, LLC.	55770451 DRUMS FOR OIL	\$4,080.50
	Subtotal for Cost Center Balefill:	<b>\$4,080.50</b>
	Vendor Subtotal:	<b>\$4,080.50</b>
INSTALLATION & SVC. CO.	RIN0028908 RETINAGE RELEASE 17-035	\$7,260.96
	Subtotal for Cost Center Balefill:	<b>\$7,260.96</b>
	Vendor Subtotal:	<b>\$7,260.96</b>
ISC, INC/VENTURE TECHNOLOGIES	SIN026096 CICSICO PHONES	\$836.10
	Subtotal for Cost Center Streets:	<b>\$836.10</b>
	Vendor Subtotal:	<b>\$836.10</b>
JARED/IVETTE OROZCO	RIN0028898 UTILITY REFUND	\$36.03
	Subtotal for Cost Center Water:	<b>\$36.03</b>
	Vendor Subtotal:	<b>\$36.03</b>

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

JIM LIPES	RIN0028889 CLOTHING ALLOWANCE	\$27.26
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$27.26</b>
	<b>Vendor Subtotal:</b>	<b>\$27.26</b>
JON PETERSON	04401Z CLOTHING REIMBURSEMENT	\$262.54
	<b>Subtotal for Cost Center Police:</b>	<b>\$262.54</b>
	<b>Vendor Subtotal:</b>	<b>\$262.54</b>
KATHRYN MINTLE	RIN0028865 REFUND FOR PASS	\$137.75
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$137.75</b>
	<b>Vendor Subtotal:</b>	<b>\$137.75</b>
KELLY SVCS., INC.	33109098 LANDFILL CONTRACT LABOR	\$600.66
	34123563 LANDFILL CONTRACT LABOR	\$589.60
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,190.26</b>
	<b>Vendor Subtotal:</b>	<b>\$1,190.26</b>
KEVIN ROSS	RIN0028876 CONFERENCE REGISTRATION	\$299.00
	RIN0028876 WOOD PURCHASE FOR TABLE	\$246.22
	<b>Subtotal for Cost Center Fire:</b>	<b>\$545.22</b>
	<b>Vendor Subtotal:</b>	<b>\$545.22</b>
KNIFE RIVER/JTL	176349 COVER MATERIALS	\$2,967.34
	177791 LANDFILL COVER	\$1,757.25
	177709 LANDFILL COVER	\$1,360.10
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$6,084.69</b>
	RIN0028903 RETAINAGE 17-080	-\$10,281.00
	RIN0028886 RETAINAGE RELEASE 18-014	\$11,707.28
	<b>Subtotal for Cost Center Capital Projects - Engineering:</b>	<b>\$1,426.28</b>
	177797 1/2" PLANT MIX	\$303.48
	177920 1/2" PLANT MIX	\$14,274.90
	177921 1/2" PLANT MIX	\$216.54
	178139 1/2" PLANT MIX	\$16,683.84
	178431 3/8" PLANT MIX	\$361.80

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

178640 3/8" PLANT MIX	\$363.00
178805 1/2" PLANT MIX	\$111.78
178766 1/2" PLANT MIX	\$259.20
<b>Subtotal for Cost Center Streets:</b>	<b>\$32,574.54</b>

RIN0028887 2018 CPUT ASPHALT REPAIR	\$48,871.94
RIN0028887 2018 CPUT ASPHALT REPAIR	\$7,405.35
RIN0028887 RETAINAGE 18-001	-\$5,627.73
RIN0028903 3RD ST - BEVERLY TO CONWELL 17	\$102,810.00
<b>Subtotal for Cost Center Water:</b>	<b>\$153,459.56</b>

<b>Vendor Subtotal:</b>	<b>\$193,545.07</b>
-------------------------	---------------------

## L.N. CURTIS & SONS INC.

394096-1 RRT2 Training Equipment	\$21,096.00
394096-2 RRT2 Rescue Equipment	\$6,765.00
<b>Subtotal for Cost Center Special Assistance:</b>	<b>\$27,861.00</b>

<b>Vendor Subtotal:</b>	<b>\$27,861.00</b>
-------------------------	--------------------

## LISA'S SPIC N SPAN

365118 PAINTING BALLARDS	\$2,400.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$2,400.00</b>

<b>Vendor Subtotal:</b>	<b>\$2,400.00</b>
-------------------------	-------------------

## LONG BUILDING TECHNOLOGIES

SRVCE0091879 CAMERA REPAIR	\$1,155.00
SRVCE0091878 GATE REPAIRS	\$682.50
<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,837.50</b>

<b>Vendor Subtotal:</b>	<b>\$1,837.50</b>
-------------------------	-------------------

## MARK ANDERSON

1GJ448767X45699 STEEL TOE BOOT REIMBURSEMENT	\$53.75
<b>Subtotal for Cost Center Water:</b>	<b>\$53.75</b>

<b>Vendor Subtotal:</b>	<b>\$53.75</b>
-------------------------	----------------

## MATTHEW WILHELMS

2419 STEEL TOE BOOTS, PER POLICY	\$75.00
<b>Subtotal for Cost Center Sewer:</b>	<b>\$75.00</b>

<b>Vendor Subtotal:</b>	<b>\$75.00</b>
-------------------------	----------------

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

MCMURRY READY MIX CO.	227108 CONCRETE	\$168.50
	227196 CONCRETE	\$140.50
	<b>Subtotal for Cost Center Water:</b>	<b>\$309.00</b>
	<b>Vendor Subtotal:</b>	<b>\$309.00</b>
MCNEILUS TRUCK AND MFG. CO.	4010675 FRONT LOADING SANITATION TRUCK	\$110,333.00
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$110,333.00</b>
	<b>Vendor Subtotal:</b>	<b>\$110,333.00</b>
MOTOROLA SOLUTIONS	8230196168 MONTHLY MAIN AGREE	\$3,725.99
	<b>Subtotal for Cost Center Communications Center:</b>	<b>\$3,725.99</b>
	<b>Vendor Subtotal:</b>	<b>\$3,725.99</b>
NALCO CHEMICAL CO.	67101785 FERROUS CHLORIDE NPSSI-CCF	\$15,582.60
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$15,582.60</b>
	<b>Vendor Subtotal:</b>	<b>\$15,582.60</b>
NATIONAL BENEFIT SERVICES	664557 PLAN ADMIN FEES	\$369.05
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$369.05</b>
	<b>Vendor Subtotal:</b>	<b>\$369.05</b>
NICOLAYSEN ART MUSEUM	17576 FY19 1%#15 ONE CENT FUNDING	\$2,276.00
	<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$2,276.00</b>
	<b>Vendor Subtotal:</b>	<b>\$2,276.00</b>
P-CARD VENDORS	00078346 HAWKINS INC - Purchase	\$2,929.12
	00078353 SAMSClub #6425 - Purchase	\$1.98
	00077965 MG GREAT FALLS - Purchase	\$1,605.68
	00078019 MENARDS CASPER WY - Purchase	\$11.95
	00078114 MENARDS CASPER WY - Purchase	\$34.95
	00078138 MENARDS CASPER WY - Purchase	\$27.96
	00078173 WYOMING REC AND PARKS ASS - Pu	\$200.00
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$4,811.64</b>

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

00076876 SQU SQ BAILEY'S ACE H - Purch	\$14.69
00077119 CASPER STAR TRIBUNE - Purchase	\$261.90
00077895 MENARDS CASPER WY - Purchase	\$11.10
00078003 PAYPAL COSWANA - Purchase	\$1,000.00
00078338 BARGREEN WYOMING 25 - Purchase	\$64.88
00078356 AMERICAN PUBLIC WORKS - Purcha	\$175.00
00078400 GRAINGER - Purchase	\$37.40
00078402 PILOT 00007591 - Purch	\$250.00
00078407 COMPUTER LOGIC INC - Purchase	\$109.95
00078417 WYOMING STEEL AND RECY - Purch	\$103.50
00078433 VZWRLSS BILL PAY VB - Purchas	\$40.01
00078443 CASPER CONTRACTORS SUP - Purch	\$668.28
00078444 71 SOIL AND STONE - Purchase	\$385.60
00078451 SAMSCLUB #6425 - Purchase	\$224.16
00078451 SAMSCLUB #6425 - Purchase	\$121.36
00078469 WAL-MART #1617 - Purchase	\$21.75
00078474 AIRGAS CENTRAL - Purchase	\$88.36
00078485 COCA COLA BOTTLING CO - Purcha	\$14.70
00078489 STAPLES 00114181 - Purch	\$13.49
00078538 SOURCE OFFICE - VITAL - Purcha	\$26.35
00078295 DK HAULING INC - Purchase	\$120.00
00078208 SOURCE OFFICE - VITAL - Purcha	\$33.94
00077659 SOURCE OFFICE - VITAL - Purcha	\$554.06
00077909 CASPER TIRE 0000705 - Purchase	\$28.00
00077911 REXEL 3212 - Purchase	\$3,096.25
00077922 REXEL 3212 - Purchase	\$29.80
00077928 MENARDS CASPER WY - Purchase	\$65.20
00077941 SAMS CLUB #6425 - Purchase	\$121.30
00077946 REXEL 3212 - Purchase	\$505.08
00077979 MENARDS CASPER WY - Purchase	\$35.98
00077987 SHERWIN WILLIAMS 70343 - Purch	\$282.04
00078006 MENARDS CASPER WY - Purchase	\$97.76
00078031 COCA COLA BOTTLING CO - Purcha	\$22.05
00078053 INTUIT IN ICLEAN307 - Purcha	\$2,150.00
00078080 SHERWIN-WILLIAMS 70896 - Purch	\$325.58
00078145 VEOLIA ENVIRONMENTAL - Purchas	\$9,591.72
00078166 CASPER STAR TRIBUNE - Purchase	\$218.38
00078176 VEOLIA ENVIRONMENTAL - Purchas	\$5,234.25
00078178 HARBOR FREIGHT TOOLS 3 - Purch	\$51.90
00078186 CASPER STAR TRIBUNE - Purchase	\$185.20
00078205 WEAR PARTS INC - Purchase	\$126.09
00078212 WYOMING MACHINERY CO - Purchas	\$140.60
00078278 WYOMING MACHINERY CO - Purchas	\$1,281.80
<b>Subtotal for Cost Center Balefill:</b>	<b>\$27,929.46</b>
00078341 ACTION GLASS INC. - Purchase	\$83.79

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

00078374 GRAINGER - Purchase	\$6.76
00078377 BLOEDORN LUMBER CASPER - Purch	\$15.29
00078425 GEORGE T SANDERS 20 - Purchase	\$211.16
00078441 CRESCENT ELECTRIC 103 - Purcha	\$14.46
00078462 MENARDS CASPER WY - Purchase	\$94.99
00078530 0970 CED - Purchase	\$537.13
00078315 Prairie Pella - Wyomin - Purch	\$1,525.06
00078328 CRESCENT ELECTRIC 103 - Purcha	\$9.50
00078329 CASPER WINNELSON CO - Purchase	\$13.07
00078127 BRIDGER STEEL CASPER - Purchas	\$500.95
00078171 BRIDGER STEEL CASPER - Purchas	\$152.76
00078184 KLEEN RITE CORP - Purchase	\$102.17
00078187 ATLAS OFFICE PRODUCTS - Purcha	\$218.12
00078222 RMI WYOMING INC - Purchase	\$50.68
00078240 NORCO INC - Purchase	\$62.52
00078255 GRAINGER - Purchase	\$121.68
00078263 NORCO INC - Purchase	\$104.40
00078280 GRAINGER - Purchase	\$208.64
00077917 HERCULES INDUSTRIES CA - Purch	\$2,580.00
00077944 MENARDS CASPER WY - Purchase	\$44.99
00077948 BLOEDORN LUMBER CASPER - Purch	\$13.81
00077952 BEARING BELTCHAIN00244 - Purch	\$22.88
00077966 ARCHITECTURALGLAZINGCO - Purch	\$59.58
00077991 HERCULES INDUSTRIES CA - Purch	\$35.63
00078037 CRUM ELECTRIC SUPPLY C - Purch	\$33.79
00078040 BLOEDORN LUMBER CASPER - Purch	\$52.99
00078042 SHERWIN WILLIAMS 70343 - Purch	\$187.08
00078056 BAILEYS ACE HDWE - Purchase	\$8.99
00078060 GRAINGER - Purchase	\$37.71
00078064 0970 CED - Purchase	\$123.12
00078075 GRAINGER - Purchase	\$133.22
00078090 CASPER WINNELSON CO - Purchase	\$21.68
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$7,388.60</b>
00078401 LOAF N JUG #0119 Q81 - Purch	\$11.77
00078401 LOAF N JUG #0119 Q81 - Purch	\$11.77
<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$23.54</b>
00078533 TORRINGTON SOD FARM - Purchase	\$124.00
00078057 BAILEYS ACE HDWE - Purchase	\$6.00
00078095 HOBBY-LOBBY #0233 - Purchase	\$8.49
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$138.49</b>
00078362 WWW.LORMAN.COM - Purchase	\$498.00
00078624 TOP OFFICE PRODUCTS IN - Purch	\$164.80
<b>Subtotal for Cost Center City Attorney:</b>	<b>\$662.80</b>



# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

00076417 AMAZON.COM AMZN.COM/BI - Purch	\$41.98
00077549 SAMS CLUB #6425 - Purchase	\$9.98
00077705 COMTRONIX - Purchase	\$447.70
00077614 ATLAS OFFICE PRODUCTS - Purcha	\$29.89
00077634 CASPER STAR TRIBUNE - Purchase	\$155.50
<b>Subtotal for Cost Center City Clerk:</b>	<b>\$685.05</b>
00077043 COMTRONIX - Purchase	\$281.00
<b>Subtotal for Cost Center City Hall:</b>	<b>\$281.00</b>
00077176 AMAZON MKTPLACE PMTS W - Purch	\$21.99
00077523 INTERNATIONAL - Purchase	\$750.00
00077543 EXPEDIA 7372115565432 - Purcha	\$680.64
00077557 DELTA 00623359266515 - Pur	\$572.10
00077861 UNITED 01624125142124 - Pur	\$1,008.10
00078391 WHOLEFDS PST 10135 - Purchase	\$21.76
00078418 UNITED 01626076646681 - Pur	\$25.00
00078488 AN UNCOMMON CAFE AT EE - Purch	\$5.26
00078517 SQ SQ GRAND CAB LLC - Purcha	\$18.68
00078525 CAVA MEZZE MEDITERRANE - Purch	\$11.33
00078532 CNCIA PARKING - Purchase	\$20.00
00078551 HOLIDAY INN WASHINGTON - Purch	\$355.86
00078552 HUDSON NEWS ST1303 - Purchase	\$11.32
00078564 SQUARE SQ UVC - Purchas	\$22.99
00078566 WOLF GANG PUCK EXPRESS - Purch	\$18.64
00078516 UNITED 01626078343223 - Pur	\$25.00
<b>Subtotal for Cost Center City Manager:</b>	<b>\$3,568.67</b>
00078445 VZWRLSS MY VZ VB P - Purchase	\$48.81
00078087 VZWRLSS IVR VB - Purchase	\$118.76
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$167.57</b>
00078335 SQ SQ JAVA JAVA - Purcha	\$10.82
00078357 HOLIDAY INN FB - Purchase	\$36.90
00078387 ARBYS 5528 - Purchase	\$21.37
00077802 QDOBA 2408 - Purchase	\$16.35
00077824 SWEET TOMATOES 77 Q14 - Purcha	\$15.57
00078282 WILLOW RESTAURANT - Purchase	\$43.50
00078342 THE DEPOT - RIVERTON - Purchas	\$34.32
00078343 DTV DIRECTV SERVICE - Purchase	\$84.99
00078365 MAVERIK CNTRY STRE 1 - Purchas	\$17.87
00077875 CONOCO - SEI 34741 - Purchase	\$66.88
00077894 SOURCE OFFICE - VITAL - Purcha	\$68.30
00077938 LOVE S COUNTRY00002204 - Purch	\$40.87
00078320 CASPER TIN SHOP - Purchase	\$395.70

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

---

**Subtotal for Cost Center Communications Center: \$853.44**

00078152 SQU SQ BECKY'S COUNTR - Purch	\$78.00
00078364 JIMMY JOHNS - 1638 - Purchase	\$109.82
00078380 DOMINO'S 6042 - Purchase	\$124.00
00078431 VZWRLSS MY VZ VB P - Purchase	\$258.20
00078449 CASPER STAR TRIBUNE - Purchase	\$1,155.40
00077796 CASPER STAR TRIBUNE - Purchase	\$1,112.20

**Subtotal for Cost Center Council: \$2,837.62**

00078244 ATLAS OFFICE PRODUCTS - Purcha	\$52.58
00078424 MOUNTAIN STATES LITHOG - Recei	\$253.25
00078356 AMERICAN PUBLIC WORKS - Purcha	\$700.00
00078239 ATLAS OFFICE PRODUCTS - Purcha	\$42.39

**Subtotal for Cost Center Engineering: \$1,048.22**

00078445 VZWRLSS MY VZ VB P - Purchase	\$24.41
00078543 ATLAS OFFICE PRODUCTS - Purcha	\$173.58
00078213 ATLAS OFFICE PRODUCTS - Purcha	\$81.24
00076371 ATLAS OFFICE PRODUCTS - Purcha	\$80.79
00076397 ATLAS OFFICE PRODUCTS - Purcha	\$1.05
00076517 CPU IIT - Purchase	\$14.95
00076518 ATLAS OFFICE PRODUCTS - Purcha	\$28.40
00076873 ATLAS OFFICE PRODUCTS - Purcha	\$121.81
00077043 COMTRONIX - Purchase	\$78.00
00077445 ATLAS OFFICE PRODUCTS - Purcha	\$319.19
00077445 ATLAS OFFICE PRODUCTS - Purcha	\$254.20

**Subtotal for Cost Center Finance: \$1,177.62**

00075395 EXXONMOBIL 47626544 - Purch	\$65.56
00077049 EXXONMOBIL 47626544 - Purch	\$69.93
00077436 NIMROD PACK SYSTEMS - Purchase	\$298.00
00077508 EXXONMOBIL 47626544 - Purch	\$31.06
00077703 WAL-MART #3778 - Purchase	\$10.44
00077716 EXXONMOBIL 47626544 - Purch	\$5.11
00077730 EXXONMOBIL 47626544 - Purch	\$38.46
00077743 HAMPTON INNS - Purchase	\$93.00
00077767 GANNETT GRILLLANDER BA - Purch	\$17.22
00077858 EXXONMOBIL 47651294 - Purch	\$55.59
00077949 EXXONMOBIL 47626544 - Purch	\$30.79
00077988 EXXONMOBIL 47626544 - Purch	\$46.55
00078002 PROMOTIONS NOW - Purchase	\$531.56
00078038 INTUIT IN PEDENS INC - Purch	\$5,922.00
00078046 EXXONMOBIL 47626544 - Purch	\$46.74
00078149 CASPER FIRE EXTINGUISH - Purch	\$29.25
00078232 EXXONMOBIL 47626544 - Purch	\$55.25

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

00078241 HARBOR FREIGHT TOOLS 3 - Purch	\$71.29
00078298 INT'L CODE COUNCIL INC - Purch	\$240.00
00078435 VZWRLSS MY VZ VB P - Purchase	\$1,902.67
00078450 SQU SQ THE FLOUR BIN - Purcha	\$18.40
00078477 LETZ'S RADIO SUPPLY - Purchase	\$234.00
00078490 VZWRLSS MY VZ VB P - Purchase	\$120.03
<b>Subtotal for Cost Center Fire:</b>	<b>\$9,932.90</b>

00078012 ATLAS OFFICE PRODUCTS - Purcha	\$29.46
00078445 VZWRLSS MY VZ VB P - Purchase	\$24.41
00078082 CPU IIT - Purchase	\$39.99
00078432 MAVERIK #547 - Purchase	\$24.02
00077392 SQ SQ NORTHERN LIGHT - Purch	\$430.00
00077409 COMPRESSION LEASING SE - Purch	\$2,033.66
00077535 WYOMING MACHINERY CO - Purchas	-\$150.00
00077535 WYOMING MACHINERY CO - Purchas	\$1,237.00
00077544 WYOMING MACHINERY CO - Purchas	\$1,200.00
00077558 OREILLY AUTO #2746 - Purchase	\$64.99
00077590 ATLAS OFFICE PRODUCTS - Purcha	\$95.46
00077690 SYN-TECH SYSTEMS - Purchase	\$2,550.00
00077707 CASPER TIRE 0000705 - Purchase	\$15.00
00077467 MAVERIK #547 - Purchase	\$26.30
00077728 ATLAS OFFICE PRODUCTS - Purcha	\$8.14
00077822 NORCO INC SCRUBBS COM - Purcha	\$111.93
00077831 VCN WYDOTIFTAIRP - Purchase	\$24.50
00077847 NORCO INC SCRUBBS COM - Purcha	\$108.33
00077951 CASPER TIRE 0000705 - Purchase	\$40.00
00077985 BEARING BELTCHAIN00244 - Purch	\$2,647.77
00077985 BEARING BELTCHAIN00244 - Purch	\$4,832.14
00078001 CASPER TIRE 0000705 - Purchase	\$10.00
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$15,403.10</b>

00078370 BETSY ROSS FLAG GIRLS - Purcha	\$323.40
00078419 JOANN STORES #2223 - Purchase	\$17.97
00078428 MOUNTAIN STATES LITHOG - Purch	\$585.00
00078337 MOUNTAIN STATES LITHOG - Purch	\$146.91
00077696 ATLAS OFFICE PRODUCTS - Purcha	\$7.63
00078251 ATLAS OFFICE PRODUCTS - Purcha	\$53.88
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$1,134.79</b>

00078351 INT IN FORT LARAMIE H - Purch	\$95.11
00078077 USPS PO 5762700491 - Purchase	\$35.00
<b>Subtotal for Cost Center General - Fort Caspar:</b>	<b>\$130.11</b>

00077959 CHARTER COMM - Purchase	\$135.23
00077975 THE UPS STORE 2200 - Purchase	\$11.63

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

00077982 VZWRLSS MY VZ VB P - Purchase	\$80.02
00078126 RESPOND FIRST AID OF W - Purch	\$39.07
00078284 SAFETY KLEEN SYSTEMS B - Purch	\$466.42
00078321 MOUNTAIN WEST TECH - Purchase	\$49.95
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$782.32</b>
00077445 ATLAS OFFICE PRODUCTS - Purcha	\$44.84
00078213 ATLAS OFFICE PRODUCTS - Purcha	\$81.24
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$126.08</b>
00078349 MOUNTAIN WEST TECH - Purchase	\$99.90
00078367 SQU SQ DOUBLE D WELDI - Purch	\$235.00
00078382 ORKIN LLC 002 - Purchase	\$232.38
00078410 HAIDS PLUMBING AND HEA - Purch	\$409.06
00078427 THE HOME DEPOT #6001 - Purchas	\$21.93
00078133 STAPLES 00114181 - Purch	\$172.55
00078144 WEAR PARTS INC - Purchase	\$71.92
00078264 KNIFE RIVER 5701 - Purchase	\$5,430.94
00077865 THE HOME DEPOT #6001 - Purchas	\$46.65
00077695 CASPER STAR TRIBUNE - Purchase	\$250.48
00077940 SQ SQ A SPLASH OF CO - Purch	\$325.00
00077980 THE HOME DEPOT #6001 - Purchas	\$13.70
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$7,309.51</b>
00078012 ATLAS OFFICE PRODUCTS - Puchas	\$25.55
00078369 INTUIT IN PEDENS INC - Purch	\$30.00
00078394 ATLAS OFFICE PRODUCTS - Purcha	\$9.74
00078467 INT IN POWDER RIVER S - Purch	\$80.00
00078309 WWW.AMANET.ORG - Purchase	\$199.00
00078213 ATLAS OFFICE PRODUCTS - Purcha	\$81.24
00077445 ATLAS OFFICE PRODUCTS - Purcha	\$44.84
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$470.37</b>
00078196 SAMSCLUB.COM - Purchase	\$47.94
00078202 SAMSCLUB.COM - Purchase	\$272.57
00078227 SHERWIN WILLIAMS 70343 - Purch	\$39.35
00077974 SAMSCLUB #6425 - Purchase	\$43.86
00078073 SAMSCLUB.COM - Purchase	\$303.06
00078096 SUBWAY 03147360 - Purch	\$116.64
00078098 BARGREEN WYOMING 25 - Purchase	\$62.40
00078100 JIMMY JOHNS - 1638 - M - Purch	\$89.98
00078104 AMZN Mktp US - Purchase	\$119.52
00078120 CASPER RECREATIONAL LE - Purch	\$250.00
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$1,345.32</b>
00077892 CPU IIT - Purchase	\$1,798.00

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

<b>Subtotal for Cost Center Information Services:</b>	<b>\$1,798.00</b>
00078494 OTC BRANDS, INC. - Purchase	\$59.95
00078582 VZWRLSS APOCC VISB - Purchase	\$620.63
00076333 THE UPS STORE 2200 - Purchase	\$5.55
00076644 MURDOCH'S RANCH & HOME - Purch	\$27.58
00078513 MURDOCH'S RANCH & HOME - Purch	\$201.53
00078010 SUTHERLANDS 2219 - Purchase	\$576.00
00078299 NOLAND FEED - Purchase	\$421.46
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$1,912.70</b>
00078675 RICOH USA, INC - Purchase	\$180.32
00078675 RICOH USA, INC - Purchase	\$18.95
00077232 EMPLOYERCENTRAL.COM/ - Purchas	\$18.54
00077232 EMPLOYERCENTRAL.COM/ - Purchas	\$176.46
<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$394.27</b>
00078445 VZWRLSS MY VZ VB P - Purchase	\$152.03
00077310 CRUM ELECTRIC SUPPLY C - Purch	\$110.73
00077354 CRUM ELECTRIC SUPPLY C - Purch	\$194.64
00078404 AMZN MKTP US AMZN.COM/ - Purch	\$37.10
00078440 CPS DISTRIBUTORS INC C - Purch	\$22.95
00078690 AMERICAN SWING PRODUCT - Purch	\$398.80
00077792 SUMMIT ELECTRIC, INC. - Purcha	\$2,520.53
00077805 CPS DISTRIBUTORS INC C - Purch	\$196.50
00077484 CPS DISTRIBUTORS INC C - Purch	\$120.60
00077492 CPS DISTRIBUTORS INC C - Purch	\$5,692.64
00077505 DBC IRRIGATION SUPPLY - Purcha	\$3,926.11
00077584 PIONEER REVERE 8008771 - Purch	\$526.00
00077592 BAVCO - Purchase	\$772.80
00077603 STOTZ EQUIP-CASPER- - Purchase	\$91.96
00077657 AUTOMATION ELECTRONICS - Purch	\$881.50
00077694 AM LEONARD - Purchase	\$274.66
00078219 BAILEYS ACE HDWE - Purchase	\$69.96
00077506 CPS DISTRIBUTORS INC C - Purch	\$364.55
00077880 CPS DISTRIBUTORS INC C - Purch	\$22.53
00077906 WM SUPERCENTER #1617 - Purchas	\$9.97
00077929 SHERWIN-WILLIAMS 70896 - Purch	\$247.90
00077950 BAILEYS ACE HDWE - Purchase	\$5.99
00077978 CPS DISTRIBUTORS INC C - Purch	\$61.39
00078008 THE HOME DEPOT #6001 - Purchas	\$14.34
00078028 R & R REST STOPS - Purchase	\$13,026.36
00078062 CPS DISTRIBUTORS INC C - Credi	-\$132.82
00078063 CPS DISTRIBUTORS INC C - Purch	\$1,395.69
00078081 CPS DISTRIBUTORS INC C - Purch	\$56.86
00078083 CASPER WINNELSON CO - Purchase	\$11.08

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

00078102 307 TREE SERVICE LLC - Purchas	\$1,800.00
00078119 UNITED VOLLEYBALL SUPP - Purch	\$1,356.63
00078121 STOTZ EQUIP CASPER - Purchase	\$65.52
00078123 THE HOME DEPOT #6001 - Purchas	\$59.94
00078140 BLOEDORN LUMBER CASPER - Purch	\$126.91
00078153 71 SOIL AND STONE - Purchase	\$192.96
00078175 WYOMING STEEL AND RECY - Purch	\$352.37
<b>Subtotal for Cost Center Parks:</b>	<b>\$35,027.68</b>
00078238 CASPER STAR TRIBUNE - Purchase	\$60.44
00078268 ALBERTSONS #0060 - Purchase	\$34.95
<b>Subtotal for Cost Center Planning:</b>	<b>\$95.39</b>
00078707 FIREROCK STEAKHOUSE - Purchase	\$71.21
00078811 PAYPAL RMTNFBINAA - Purchase	\$20.00
00078829 PAYPAL RMTNFBINAA - Purchase	\$520.00
00076301 CASPER ANIMAL MEDICAL - Purcha	\$92.03
00077852 SAFARILAND, LLC - Purchase	\$188.00
00077953 ORDER 26 - Purchase	\$18.14
00077958 DRURY INNS - Purchase	\$804.45
00078190 PHILLIPS 66 - UNITED P - Purch	\$27.64
00078217 WENDY'S - 9035 - Purchase	\$6.33
00078273 BANGERS SAUSAGE HOUSE - Purcha	\$17.72
00078306 TST BRUES ALEHOUSE BR - Purch	\$18.99
00078312 BLUE OCEAN JAPANESE RE - Purch	\$22.13
00078331 MOONSHINE PATIO BA - Purchase	\$31.98
00078345 HILTON FINN PORTER - Purchase	\$15.12
00078352 SIRCHIE FINGER PRINT L - Purch	\$2,518.41
00078357 HOLIDAY INN FB - Purchase	\$18.44
00078359 HILTON JAVA JIVE - Purchase	\$11.31
00078368 ANGELO'S PIZZA PARLOR - Purcha	\$12.10
00078376 HILTON JAVA JIVE - Purchase	\$3.38
00078383 SQUARE SQ ROCKEE"S - Purcha	\$15.47
00078387 ARBYS 5528 - Purchase	\$10.68
00078403 HOTELS.COM151469991850 - Purch	\$766.67
00078406 HILTON FINN PORTER - Purchase	\$15.12
00078409 CARL'S JR #7205 Q87 - Purch	\$8.69
00078412 MAVERIK #547 - Purchase	\$40.29
00078416 OLIVE GARDEN 0021708 - Purchas	\$13.34
00078429 HILTON JAVA JIVE - Purchase	\$7.67
00078430 HOTELS.COM151471055866 - Purch	\$500.45
00078437 TURF N SURF PO BOY - Purchase	\$24.27
00078454 IHR IHIRE.COM - Purchase	\$265.00
00078456 GOLD DUST SALOON - Purchase	\$11.20
00078457 HILTON JAVA JIVE - Purchase	\$8.52
00078461 USPS PO 5715580478 - Purchase	\$3.85

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

00078465 STAPLES 00114181 - Purch	\$41.99
00078471 YOURMEMBER-CAREERS - Purchase	\$100.00
00078480 BEST BUY 00015271 - Purch	\$12.59
00078491 MOONSHINE PATIO BA - Purchase	\$18.16
00078498 HILTON FINN PORTER - Purchase	\$18.16
00078500 YOURMEMBER-CAREERS - Purchase	\$200.00
00078514 HILTON JAVA JIVE - Purchase	\$9.20
00078519 SARA LEE SANDWICH SHOP - Purch	\$19.62
00078526 SHAMROCK BREWING CO - Purchase	\$17.93
00078531 CHUPACABRA CANTINA - Purchase	\$13.18
00078536 UNITED 01626079004631 - Pur	\$25.00
00078539 PAYPAL POLICE JOBS - Purchase	\$80.00
00078540 TST BRUES ALEHOUSE BR - Purch	\$14.91
00078545 HILTON FINN PORTER - Purchase	\$14.12
00078550 MURDOCH'S RANCH & HOME - Purch	\$23.59
00078556 DQ GRILL & CHILL #1QPS - Purch	\$7.69
00078562 STAPLES 00114181 - Purch	\$11.49
00078567 HILTON HOTEL AUSTIN - Purchase	\$959.10
00078572 LOAF N JUG #0028 Q81 - Purch	\$21.87
00078580 CSI Forensic Supply - Purchase	\$277.78
00077708 MCDONALD'S F35665 - Purchase	\$20.56
00077709 UNITED 01624121240011 - Pur	\$471.10
00077711 NOLAND FEED - Purchase	\$15.90
00077724 HOTELS.COM150892534830 - Purch	\$279.53
00077746 BAILEYS ACE HDWE - Purchase	\$17.95
00077832 LA COCINA - Purchase	\$85.46
00077863 INT IN POWDER RIVER S - Purch	\$72.50
00077671 HOTELS.COM150891003425 - Purch	\$715.02
00077689 NASRO - Purchase	\$445.00
00076642 DIAMOND VOGEL PAINT #7 - Purch	\$13.94
00078018 DOLLAR TREE - Purchase	\$2.10
00078024 KUM & GO #0934 - Purchase	\$37.18
00078061 SQU SQ SALVAGGIO'S DE - Purch	\$9.41
00078078 CONOCO - SEI 22537 - Purchase	\$27.62
00078084 EINSTEIN BROS BAGELS23 - Purch	\$10.68
00078109 HILTON GARDEN INN - Purchase	\$504.44
00078131 PARAMOUNT CAFE BAR - Purchase	\$17.04
00078135 TERRITORY KITCHEN AND - Purcha	\$6.83
00078139 CPU IIT - Purchase	\$49.99
00078155 CONOCO - TRAVEL SHOPPE - Purch	\$24.59
00078157 MCDONALD'S F24346 - Purchase	\$8.00
00078161 SP PLUS - TOMA WEST - Purchase	\$18.00
00078177 TACO BELL PH 9599 - Purchase	\$5.80
00078181 LOAF N JUG #0010 Q81 - Purch	\$24.00
00078189 SHELL OIL 574424659QPS - Purch	\$42.91
00078214 THREE RIVERS BREWI - Purchase	\$29.29

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

00078215 MAVERIK #547 - Purchase	\$38.77
00078229 FIESTA MEXICANA RESTAU - Purch	\$14.89
00078252 NORTHERN EDGE NAVAJO F - Purch	\$20.09
00078254 PHILLIPS 66 - CIRCLE K - Purch	\$35.61
00078256 TOWNEPLACE SUITES BY M - Purch	\$375.79
00078361 SAMS CLUB #6425 - Purchase	\$36.52
00078381 SPORTSMANS WAREHOUSE 1 - Purch	\$398.16
00078426 MAVERIK #344 - Purchase	\$24.27
00077888 CPU IIT - Purchase	\$499.00
00077947 STAPLES 00114181 - Purch	\$9.96
00078005 NOLAND FEED - Purchase	\$59.30
00078009 WADSWORTH CENTURY MA - Purchas	\$47.98
00078036 POCKETPRESS - Purchase	\$854.05
00078055 BACK DEFENSE SYSTEM - Purchase	\$201.75
00078076 PIZZA HUT #1801 - Purchase	\$9.34
00078101 FBI LEEDA INC - Purchase	\$695.00
00078116 MERBACK AWARDS COMPANY - Purch	\$34.40
00078129 QTS RESTAURANT RIVERTO - Purch	\$34.09
00078160 THE TRAILHEAD - Purchase	\$27.62
00078188 THE BREADBOARD - Purchase	\$14.80
00078194 HOLIDAY INN - RIVERTON - Purch	\$405.48
00078211 WENDY'S 6706 - Purchase	\$14.46
00078218 THE BREADBOARD - Purchase	\$16.19
00078302 AMZN MKTP US AMZN.COM/ - Purch	\$25.99
00078311 HOTELS.COM151395656568 - Purch	\$230.61
<b>Subtotal for Cost Center Police:</b>	<b>\$15,073.94</b>
00078162 DELTA 00623372718835 - Pur	\$765.60
00078180 DELTA 00623372718824 - Pur	\$765.60
00078325 CASPER EVENTS CENTER - Purchas	\$384.00
00078420 HERTZ RENT-A-CAR - Purchase	\$127.65
00078163 PIZZA RANCH CASPER - Purchase	\$80.93
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$2,123.78</b>
00077899 URGENT CARE OF CASPER - Purcha	\$1,592.00
00078213 ATLAS OFFICE PRODUCTS - Purcha	\$81.24
00077445 ATLAS OFFICE PRODUCTS - Purcha	\$44.84
00077923 J J KELLER & ASSOCIATE - Purch	\$559.00
<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$2,277.08</b>
00078439 MOUNTAIN STATES LITHOG - Purch	\$55.41
00078384 EL MARK-O LANES - Purchase	\$430.00
00078499 VIBES - Purchase	\$450.00
00078210 WAL-MART #1617 - Purchase	\$19.02
00078230 SAMS CLUB #6425 - Purchase	\$104.24
00078319 SAMS CLUB #6425 - Purchase	\$40.92



# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

00078371 MOUNTAIN STATES LITHOG - Purch	\$99.46
00077912 NORCO INC - Purchase	\$40.29
00077934 NORCO INC - Purchase	\$141.18
00077955 VISION GRAPHICS INC - Purchase	\$1,586.09
00077967 ALBERTSONS #0062 - Purchase	\$9.00
00078025 WM SUPERCENTER #1617 - Purchas	\$75.99
00078041 DOLLAR TREE - Purchase	\$20.00
00078107 OTC BRANDS, INC. - Purchase	\$28.78
00078132 OTC BRANDS, INC. - Purchase	\$89.02
00078156 DAKTRONICS - Purchase	\$1,525.00
00078173 WYOMING REC AND PARKS ASS - Pu	\$200.00
00078173 WYOMING REC AND PARKS ASS - Pu	\$200.00
<b>Subtotal for Cost Center Recreation:</b>	<b>\$5,114.40</b>
00077898 QDOBA 2791 - Purchase	\$172.50
00077119 CASPER STAR TRIBUNE - Purchase	\$261.90
00077872 INT IN C & C SUPPLY D - Purch	\$51.00
00078339 BEARING BELTCHAIN00244 - Purch	\$26.49
00078350 CMI-TECO - Purchase	\$60.15
00078372 CMI-TECO - Purchase	\$166.64
00078398 HOSE & RUBBER SUPPLY C - Purch	\$26.72
00078423 HOSE & RUBBER SUPPLY C - Purch	\$12.69
00078294 CMI-TECO - Purchase	\$1,015.68
00078296 CMI-TECO - Purchase	\$154.91
00078297 CMI-TECO - Purchase	\$3,595.65
00078301 CMI-TECO - Purchase	\$2,126.59
00078303 CMI-TECO - Purchase	\$3,136.11
00078304 CMI-TECO - Purchase	\$1,983.62
00078305 CMI-TECO - Purchase	\$825.48
00078307 CMI-TECO - Purchase	\$4,445.67
00078313 CMI-TECO - Purchase	\$1,994.90
00078316 CMI-TECO - Purchase	\$2,249.84
00078317 CMI-TECO - Purchase	\$1,698.81
00078318 ROCKY MOUNTAIN FAMILY - Purcha	\$85.00
00078322 CMI-TECO - Purchase	\$175.95
00078195 SAMS CLUB #6425 - Purchase	\$210.96
00078279 CMI-TECO - Purchase	\$330.72
00078281 CMI-TECO - Purchase	\$2,923.83
00078283 CMI-TECO - Purchase	\$63.34
00078287 CMI-TECO - Purchase	\$3,020.39
00078292 CMI-TECO - Purchase	\$1,709.80
00078293 CMI-TECO - Purchase	\$90.00
00077885 NORCO INC - Purchase	\$430.16
00077913 BAILEYS ACE HDWE - Purchase	\$34.36
00077924 AHERN RENTALS INC - Purchase	\$55.70
00077984 SEARS ROEBUCK 2341 - Purchas	\$109.98

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

00078237 ALL OUT FIRE EXTINGUIS - Purch	\$100.00
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$33,345.54</b>
00078445 VZWRLSS MY VZ VB P - Purchase	\$24.41
00078260 NORCO INC - Purchase	\$9.69
00078261 ATLAS OFFICE PRODUCTS - Purcha	\$45.21
00078290 WYOMING AUTOMOTIVE - Purchase	\$36.30
00078330 AIRGAS CENTRAL - Purchase	\$29.82
00078424 MOUNTAIN STATES LITHOG - Recei	\$22.34
00078356 AMERICAN PUBLIC WORKS - Purcha	\$175.00
00078592 CASPER CONTRACTORS SUP - Purch	\$3,458.88
00078593 CASPER CONTRACTORS SUP - Purch	\$4,635.84
00078610 CASPER CONTRACTORS SUP - Purch	\$3,458.88
00078611 SQ SQ VENTURE TECHNO - Purch	\$389.30
00078168 ALBERTSONS #0062 - Purchase	\$6.99
<b>Subtotal for Cost Center Sewer:</b>	<b>\$12,292.66</b>
00078445 VZWRLSS MY VZ VB P - Purchase	\$24.41
00078637 ALSCO INC. - Purchase	\$350.96
00078289 SQ SQ ATLANTIC ELECT - Purch	\$13,500.00
00078327 SQ SQ ATLANTIC ELECT - Purch	\$1,840.00
00078366 POTTERS FLEX O LITE - Purchase	\$1,072.00
00077151 CASPER STAR TRIBUNE - Purchase	\$232.60
00078274 CASPER CONTRACTORS SUP - Purch	\$134.00
00078356 AMERICAN PUBLIC WORKS - Purcha	\$175.00
00078185 CASPER STAR TRIBUNE - Purchase	\$479.56
00078093 SQ SQ ATLANTIC ELECT - Purch	\$2,600.00
00078165 POTTERS FLEX O LITE - Purchase	\$1,072.00
00078198 CPU IIT - Purchase	\$88.60
00078221 STAPLES 00114181 - Purch	\$74.47
00078267 HARBOR FREIGHT TOOLS 3 - Purch	\$59.99
00078275 THE HOME DEPOT #6001 - Purchas	\$9.46
00078111 CASPER STAR TRIBUNE - Purchase	\$223.12
<b>Subtotal for Cost Center Streets:</b>	<b>\$21,936.17</b>
00078445 VZWRLSS MY VZ VB P - Purchase	\$73.22
00078245 ALLIED ELECTRONICS INC - Purch	\$101.06
00078248 PURVIS INDUSTRIES 67 - Purchas	\$910.26
00078250 HOSE & RUBBER SUPPLY C - Purch	\$348.56
00078271 REXEL 3212 - Purchase	\$324.75
00078276 USPS PO 5715580478 - Purchase	\$8.67
00078286 CRUM ELECTRIC SUPPLY C - Purch	\$329.90
00078291 CPU IIT - Purchase	\$235.00
00078354 CASPER CONTRACTORS SUP - Purch	\$24.09
00078375 HENSLEY BATTERY&ELEC - Purchas	\$41.96
00077828 POWER SYSTEMS WEST CO - Purcha	\$86.98

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

00078414 TFS FISHER SCI CCH - Purchase	\$1,025.27
00078476 POWER SYSTEMS WEST BOI - Credi	-\$4.14
00078503 LOUS GLOVES INC - Purchase	\$581.00
00078515 ENVIRONMENTAL EXPRESS - Purcha	\$138.25
00078613 RESPOND FIRST AID OF W - Purch	\$78.13
00078620 CRUM ELECTRIC SUPPLY C - Purch	\$71.41
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$4,374.37</b>

00078445 VZWRLSS MY VZ VB P - Purchase	\$75.08
00078424 MOUNTAIN STATES LITHOG - Recei	\$22.34
00078340 DANA KEPNER CO. - Purchase	\$417.05
00078348 ENERGY LABORATORIES, I - Purch	\$374.00
00078356 AMERICAN PUBLIC WORKS - Purcha	\$350.00
00078408 USPS PO 5715580945 - Purchase	\$7.83
00078436 SQ SQ VENTURE TECHNO - Purch	\$576.87
00078460 EUROFINS EATON ANALYTI - Purch	\$1,600.00
00078478 HOSE & RUBBER SUPPLY C - Purch	\$24.06
00078483 PLOW PARTS DIRECT - Purchase	\$93.19
00078570 PROKOTEENGINEERINGSUPP - Purch	\$135.00
00078598 ENERGY LABORATORIES, I - Purch	\$374.00
00078614 CASPER CONTRACTORS SUP - Purch	\$212.36
00078619 ENERGY LABORATORIES, I - Purch	\$27.00
00078334 STOTZ EQUIP CASPER - Purchase	\$62.72
00078336 ENERGY LABORATORIES, I - Purch	\$22.00
00078159 MENARDS CASPER WY - Purchase	\$39.36
00078164 MENARDS CASPER WY - Purchase	\$4.97
00078201 BEARING BELTCHAIN00244 - Purch	\$5.25
00078239 ATLAS OFFICE PRODUCTS - Purcha	\$28.30
00078243 EUROFINS EATON ANALYTI - Purch	\$265.00
00078105 CASPER CONTRACTORS SUP - Purch	\$859.20
00078110 ATLAS OFFICE PRODUCTS - Purcha	\$15.24
00078115 BEARING BELTCHAIN00244 - Purch	\$28.76
00078142 UNION WIRELESS - Purchase	\$128.96
00078170 FREDPRYOR CAREERTRACK - Purcha	\$249.00
<b>Subtotal for Cost Center Water:</b>	<b>\$5,997.54</b>

00078445 VZWRLSS MY VZ VB P - Purchase	\$24.41
00078272 GRAINGER - Purchase	\$129.00
00078388 SUTHERLANDS 2219 - Purchase	\$15.99
00078146 UNITED STATES WELDING - Purcha	\$3,663.83
00078356 AMERICAN PUBLIC WORKS - Purcha	\$175.00
00078453 GRAINGER - Purchase	\$298.90
00078528 ENERGY LABORATORIES - Purchase	\$231.00
00078547 UNITED STATES WELDING - Purcha	\$3,551.76
00078557 HOBBY-LOBBY #0233 - Purchase	\$20.94
00078596 GRAINGER - Purchase	\$492.70

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

00078605 PP WYOMINGWATE - Purchase	\$680.00
00078617 DK HAULING INC - Purchase	\$450.00
00078172 ALBERTSONS #0060 - Credit	-\$0.65
00078192 HOBBY-LOBBY #0233 - Purchase	\$51.37
00078204 GRAINGER - Purchase	\$147.66
00078226 FEDEX 782457059446 - Purchase	\$63.93
00078108 ALBERTSONS #0060 - Purchase	\$28.62
00078112 CASPER STAR TRIBUNE - Purchase	\$43.54
00078130 ATLAS OFFICE PRODUCTS - Purcha	\$85.43
00078134 HARDEES 1503902 - Purchase	\$59.50
00078136 USPS PO 5715580945 - Purchase	\$8.04
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$10,220.97</b>

00078413 THE HOME DEPOT #6001 - Purchas	\$29.94
00078468 THE UPS STORE 2200 - Purchase	\$12.43
00078576 THE HOME DEPOT #6001 - Purchas	\$69.80
00078125 VAN DIEST SUPPLY COMPA - Purch	\$768.75
00077738 BAILEYS ACE HDWE - Purchase	\$21.98
00077759 STOTZ EQUIP-CASPER- - Purchase	\$6,332.00
00077489 GROWTH PRODUCTS - Purchase	\$2,405.33
00077527 INDUSTRIAL DISTRIBUTOR - Purch	\$499.96
00077553 BAILEYS ACE HDWE - Purchase	\$19.95
00077613 THE UPS STORE 2200 - Purchase	\$14.93
00077411 INDUSTRIAL DISTRIBUTOR - Purch	\$151.92
00077904 RESPOND FIRST AID OF W - Purch	\$90.81
00078360 MICHAELSFENCE&SUPPLYIN - Purch	\$53.52
00077884 SUTHERLANDS 2219 - Purchase	\$9.84
00077925 BAILEYS ACE HDWE - Purchase	\$19.98
00078150 BAILEYS ACE HDWE - Purchase	\$11.99
<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$10,513.13</b>

<b>Vendor Subtotal:</b>	<b>\$250,705.84</b>
-------------------------	---------------------

## PEPSI COLA OF CASPER

2199049556 PRODUCT	\$723.58
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$723.58</b>

<b>Vendor Subtotal:</b>	<b>\$723.58</b>
-------------------------	-----------------

## PORTER, MUIRHEAD, CORNIA & HOWARD

3441A AUDITING FEES	\$20,000.00
<b>Subtotal for Cost Center Finance:</b>	<b>\$20,000.00</b>

<b>Vendor Subtotal:</b>	<b>\$20,000.00</b>
-------------------------	--------------------

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

POSTAL PROS SOUTHWEST INC	5298 INSERTS	\$1,050.00
	Subtotal for Cost Center Council:	\$1,050.00
	48420 WEB POSTING	\$3,440.73
	5310 UTILITY BILLING FEES	\$2,505.39
	5296 UTILITY BILLING FEES	\$326.95
	Subtotal for Cost Center Finance:	\$6,273.07
	48420 WEB POSTING	\$753.00
RECYCLED MATERIALS, LLC.	Subtotal for Cost Center Water:	\$753.00
	Vendor Subtotal:	\$8,076.07
	1041 REMOVAL OF RUSSIAN OLIVES	\$2,700.00
	Subtotal for Cost Center Weed And Pest:	\$2,700.00
	Vendor Subtotal:	\$2,700.00
	AP000242082018 ELECTRICITY	\$146.59
	Subtotal for Cost Center Waste Water:	\$146.59
ROCKY MOUNTAIN POWER	Vendor Subtotal:	\$146.59
	16906 CURTAIN REPAIR	\$343.66
	Subtotal for Cost Center Recreation:	\$343.66
	Vendor Subtotal:	\$343.66
	2018-0340 OTHER CONTRACTUAL	\$450.00
	2018-0344 OTHER CONTRACTUAL	\$450.00
	2018-0346 OTHER CONTRACTUAL	\$450.00
S/D, INC.	2018-0348 OTHER CONTRACTUAL	\$450.00
	2018-0351 OTHER CONTRACTUAL	\$450.00
	2018-0355 OTHER CONTRACTUAL	\$450.00
	Subtotal for Cost Center Health Insurance:	\$2,700.00
	Vendor Subtotal:	\$2,700.00
	6422 ITEMS FOR RESALE IN MUSEUM STO	\$875.00
	Subtotal for Cost Center General - Fort Caspar:	\$875.00
SENIOR PATIENT ADVOCATES		
SHOSHONE DISTRIBUTING CO., INC.		

# Bills & Claims

City of Casper

09/05/2018 to 09/18/2018

---

<b>Vendor Subtotal:</b>	<b>\$875.00</b>
-------------------------	-----------------

## STACE RYDEN

RIN0028880 SAFETY BOOTS	\$73.49
-------------------------	---------

<a href="#">Subtotal for Cost Center</a> <b>Water Treatment Plant:</b>	<b>\$73.49</b>
--	----------------

---

<b>Vendor Subtotal:</b>	<b>\$73.49</b>
-------------------------	----------------

## STOTZ EQUIPMENT

E03348 JOHN DEERE GAS MOWER	\$12,500.00
-----------------------------	-------------

<a href="#">Subtotal for Cost Center</a> <b>Cemetery:</b>	<b>\$12,500.00</b>
---	--------------------

---

<b>Vendor Subtotal:</b>	<b>\$12,500.00</b>
-------------------------	--------------------

## TRAM SUPPORT, INC.

3731 NDT CHAIRLIFT INSPECTION	\$255.29
-------------------------------	----------

<a href="#">Subtotal for Cost Center</a> <b>Hogadon:</b>	<b>\$255.29</b>
--	-----------------

---

<b>Vendor Subtotal:</b>	<b>\$255.29</b>
-------------------------	-----------------

## TRETO CONST.

17-083-2 RETAINAGE 17-083	-\$17,120.00
---------------------------	--------------

<a href="#">Subtotal for Cost Center</a> <b>Capital Projects - Streets:</b>	<b>-\$17,120.00</b>
---	---------------------

17-083-2 2018 BEVERLY ST IMP - 4TH TO 1	\$64,684.35
---	-------------

17-083-2 2018 BEVERLY ST IMP - 4TH TO 1	\$268,310.55
---	--------------

<a href="#">Subtotal for Cost Center</a> <b>Streets:</b>	<b>\$332,994.90</b>
--	---------------------

17-083-2 2018 BEVERLY ST IMP - 4TH TO 1	\$149,160.10
---	--------------

<a href="#">Subtotal for Cost Center</a> <b>Water:</b>	<b>\$149,160.10</b>
--	---------------------

---

<b>Vendor Subtotal:</b>	<b>\$465,035.00</b>
-------------------------	---------------------

## TRIHYDRO CORP.

0133488 EPA BROWNFIELDS HAZARDOUS	\$5,096.25
-----------------------------------	------------

0133489 BROWNFIELDS PETROLEUM	\$1,415.50
-------------------------------	------------

<a href="#">Subtotal for Cost Center</a> <b>Planning:</b>	<b>\$6,511.75</b>
---	-------------------

---

<b>Vendor Subtotal:</b>	<b>\$6,511.75</b>
-------------------------	-------------------

## WADE WOHL

2420 STEEL TOE BOOTS, PER POLICY	\$75.00
----------------------------------	---------

<a href="#">Subtotal for Cost Center</a> <b>Sewer:</b>	<b>\$75.00</b>
--	----------------

---

<b>Vendor Subtotal:</b>	<b>\$75.00</b>
-------------------------	----------------

Bills & Claims

09/05/2018 to 09/18/2018

WARDWELL WATER & SEWER DISTRICT	RIN0028891 BOOSTER IRRIGATION	\$153.92
	Subtotal for Cost Center Water Treatment Plant:	\$153.92
	Vendor Subtotal:	\$153.92
WASTE WATER TREATMENT	1276/166014 201 SEWER	\$388,994.19
	Subtotal for Cost Center Sewer:	\$388,994.19
	Vendor Subtotal:	\$388,994.19
WATER TECHNOLOGY GROUP	5429146 BEGONIA LIFT STATION RAILS	\$3,019.18
	542142 BEGONIA LIFT STATION PUMPS	\$23,910.82
	Subtotal for Cost Center Sewer:	\$26,930.00
WYOMING GAME & FISH		
	RIN0028888 WY GAME/FISH - REF DUPL PYMNT	\$99.84
	Subtotal for Cost Center General Fund Revenue:	\$99.84
	Vendor Subtotal:	\$99.84
	Grand Total	\$3,949,537.38

Approved By

On

CITY of CASPER, WYOMING  
BILLS and CLAIMS ADDENDUM  
Council Meeting  
09/18/18

**Payroll Disbursements**

9/6/18	CITY PAYROLL	\$	1,060,240.79
9/6/18	BENEFITS & DEDUCTIONS	\$	159,652.79
9/13/18	FIRE PAYROLL	\$	191,480.58
9/13/18	BENEFITS & DEDUCTIONS	\$	34,065.67

<b>Total Payroll</b>	<b>\$</b>	<b><u>1,445,439.83</u></b>
----------------------	-----------	----------------------------

**Additional Fees**

<b>Total Fees</b>	<b>\$</b>	<b><u>-</u></b>
-------------------	-----------	-----------------



**Additional Accounts Payable**

8/30/18	Prewrits - Utility Refunds		
	Leann Lambert	\$	11.66
	Taylor Peterson	\$	23.45
	Macey Brown	\$	22.08
	Jeanetta Garmon	\$	18.89
	Joshua Bell	\$	56.26
	Stephen Seipp	\$	22.03
	Bradley Mix	\$	55.73
	Neil Getzfreid	\$	6.15
	Suzanne Sterling	\$	7.94
	Chad McNare	\$	29.14
	Billy Cobler	\$	56.79
	Trina/Scott Peppersack	\$	32.86
	James Walters	\$	8.55
9/12/18	Additional P-card payment to meet minimum payment	\$	30,689.26

<b>Total Additional AP</b>	<b>\$</b>	<b><u>31,040.79</u></b>
----------------------------	-----------	-------------------------



September 13, 2018

MEMO TO: J. Carter Napier, City Manager   
FROM: John Henley, City Attorney   
SUBJECT: Establish the Public Hearing Date for Amending Section 5.08.320 Ordinance

Meeting Type & Date:  
Regular Meeting  
September 18, 2018

Action Type  
Establish Public Hearing  
Minute Action

Recommendation  
That Council, by minute action, establish October 2, 2018 as the Public Hearing date for Amending Section 5.08.320.

Summary  
Section 5.08.320 of the Casper Municipal Code currently provides that hours of sale for alcoholic beverages are generally 6:00 a.m. to 2:00 a.m., but on Sundays the hours are curtailed to between 10:00 a.m. to 10:00 p.m. The Council wishes to make uniform the hours for selling, serving, or dispensing alcoholic liquors or malt beverages for all seven days of the week.

The proposed changes to Section 5.08.320 would expand the hours of sale of alcoholic beverages on Sundays to be consistent with the other days of the week – 6:00 a.m. to 2:00 a.m. regarding the selling, serving, or dispensing of alcoholic liquor or malt beverages.

Financial Considerations  
The proposed Ordinance does not directly impact the City's budget, but an increase in calls for emergency services may be experienced.

Oversight/Project Responsibility  
John Henley, City Attorney

Attachments  
Ordinance

September 6, 2018

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

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

SUBJECT: Establish October 2, 2018, as the Public Hearing Date for a New Microbrewery Liquor License No. 5 for Gruner Brothers Brewing Corp, d/b/a Gruner Brothers Brewing, Located at 1301 Wilkins Circle.

Meeting Type & Date  
Regular Council Meeting  
September 18, 2018

Action type  
Establish Public Hearing  
Minute Action

Recommendation  
That Council, by minute action, establish October 2, 2108 as the Public Hearing date for a new microbrewery liquor license No. 5 for Gruner Brothers Brewing Corp, d/b/a Gruner Brothers Brewing, located at 1301 Wilkins Circle.

Summary  
An application has been received requesting a new microbrewery liquor license No. 5 for Gruner Brothers Brewing Corp, d/b/a Gruner Brothers Brewing, located at 1301 Wilkins Circle. This brewery will be located in the old Petroleum building, which was purchased by the applicants in February of 2017. The building has been undergoing extensive renovations since May of 2017. The area that holds the brewery is now finished. The restaurant area is tentatively scheduled to be finished in 3-8 months.

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



As required by Municipal Code 05.08.070, a notice will be published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations  
No Financial Considerations

Oversight/Project Responsibility  
Carla Mills-Laatsch, Licensing Specialist

Attachments  
None

September 5, 2018

MEMO TO: J. Carter Napier, City Manager   
FROM: John Henley, City Attorney   
SUBJECT: Hotel Guest Registration Ordinance

Meeting Type & Date:  
Regular Council Meeting  
September 18, 2018

Action Type  
Ordinance

Recommendation  
That Council approve an Ordinance to Repeal and Replace Section 5.24.070 (Guest Registration) of the Casper Municipal Code.

Summary  
Section 5.24.070 (Guest Registration) of the Casper Municipal Code currently governs the City's regulation of hotel guest registers. The City needs to update its Guest Registration Ordinance following a Supreme Court ruling which addressed law enforcement access to hotel guest registers.

In the United States Supreme Court case titled City of L.A. v. Patel the Court ruled that municipal ordinances must allow lodging operators the opportunity to complete a pre-compliance review of all law enforcement requests for access to the hotels guest registers. The operator may choose to deny their request for access if the officers do not have a judicial warrant authorizing the search of the register.

The proposed changes to Section 5.24.070 would bring the Casper Municipal Code into compliance with the Supreme Court's ruling in City of L.A. v. Patel, by requiring law enforcement officers to request lodging operators' consent prior to inspecting their guest registries.

Financial Considerations  
The proposed Ordinance does not impact the City's budget.

Attachments  
Ordinance

ORDINANCE NO.17-18

AN ORDINANCE REPEALING AND REPLACING SECTION  
5.24.070 OF THE CASPER MUNICIPAL CODE PERTAINING  
TO THE GUEST REGISTRATION OF HOTELS, MOTELS  
AND ROOMINGHOUSES

WHEREAS, the City Council of Casper, Wyoming, has determined that hotels' and other lodging operations' guest registration information is helpful and necessary to address the City's public safety responsibilities; and,

WHEREAS, in a United States Supreme Court case titled City of L.A. v. Patel, 192 L.Ed.2d 435 (U.S. 2015), the Court ruled that municipal ordinances may permit law enforcement officers to request guest registration information, but cannot force a lodging operator to divulge guest registration information without such a request and an opportunity for pre-compliance review, which may require a warrant at the option of the lodging operator; and,

WHEREAS, the City's ordinance regulating lodging operations should be amended to comply with the Supreme Court's Ruling in City of L.A. v. Patel; and,

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

That Section 5.24.070 of Chapter 5.24 of the Casper Municipal Code is hereby repealed and replaced with the following:

5.24.070 Every person to whom a license is issued to conduct a hotel, motel, rooming house, lodging house (hereafter lodging operation) shall, at all times, keep a hotel register, which shall contain the names of all guests or persons renting or occupying rooms in such lodging operation and their vehicle information, which register shall be signed by the person renting a room or by someone under the person's direction. After the registration, the manager of the lodging operation, or the manager's agent, shall write the number of the room which such guest or person is to occupy, together with the time when such room is rented, all of which shall be done before such person and the party of such person are permitted to occupy such rooms. Any peace officer of the City or State may request the consent of the manager of the lodging operation, or the manager's agent to inspect the record or a part of it pertaining to specific names or vehicles as part of the Police and Sheriff's Departments' public safety responsibilities."

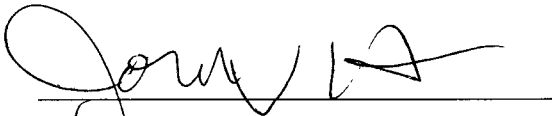
This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_, 2018

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_, 2018

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_  
day of \_\_\_\_, 2018

APPROVED AS TO FORM:


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



CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

August 28, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Consideration and Review of Fiscal Year 2017-2018 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER).

Meeting Type and Date

Regular Council Meeting, September 18, 2018

Action Type

Public Hearing and Council approval to submit CAPER report to the U.S. Department of Housing and Urban Development.

Recommendation

That Council, consider and review the Fiscal Year 2017-2018 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER) for the period covering July 1, 2017 through June 30, 2018 and approve its submission.

Summary

As a requirement of an entitlement community for Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), the City of Casper must submit a Consolidated Annual Performance and Evaluation Report (CAPER) detailing to HUD how the City used its CDBG funds for the year. Meeting HUD requirements, and utilizing the required formatting in HUD's Integrated Disbursement Information System (IDIS), the Housing and Community Development Division has prepared a draft of the CAPER for the period covering July 1, 2017 through June 30, 2018.

Law requires a public hearing on the CAPER be held in the presence of the Mayor and City Council members. The public hearing is a concurrent action with the minimum fifteen (15) day public comment period that ended September 14, 2018. All comments received from the public comment period and the public hearing will be incorporated into the final CAPER that will be submitted to HUD no later than September 28, 2018. The final CAPER will be posted on the City's website, Housing and Community Development page.

Financial Considerations

There is no financial impact. The CAPER report is an annual review and submission of the CDBG program operations.

Oversight/Project Responsibility

Joy Clark, Community Development Technician, CDBG Program Coordinator, Housing and Community Development

Attachments

CAPER Draft

# **City of Casper Consolidated Annual Performance & Evaluation Report (CAPER)**

*July 1, 2017 – June 30, 2018*

**DRAFT**



**Prepared by:  
Housing & Community Development Department  
City of Casper, Wyoming**

[www.casperwy.gov](http://www.casperwy.gov)





## **CR-05 - Goals and Outcomes**

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Casper was a recipient of Entitlement Grant funding from the U.S. Department of Housing and Urban Development (HUD). The Community Development Block Grant (CDBG) program is facilitated and overseen by the Housing and Community Development Office of the City.

Every five (5) years a Five-Year Consolidated Plan is developed following much research and consultation with the public, social service agencies, City staff and the City Council. After a thorough research process, it is determined where funds will be best expended in the City to benefit the most vulnerable population in the most efficient manner. Improving affordable housing and inter-city transportation, assisting with providing safe housing and improved commercial buildings and eliminating slum and blight properties are the goals that the City deemed necessary to focus on and work towards. The current Five-Year Consolidated Plan is for the period from 2015-2019 and included the First-Year Annual Action Plan.

Ninety(90) days following the end of each Program Year, a Consolidated Annual Performance Evaluation Report (CAPER) is required to review the progress the City made according to the goals set forth in the Annual Action Plan for that Year. By September 28, 2018, this CAPER is due for the 2017-2018 Third Year Annual Action Plan, and provides an overview of community development and housing activities undertaken by the City of Casper during HUD's Program Year 2017.

In June of 2017, the City underwent an Environmental Monitoring process which concluded with two (2) Findings involving past environmental review processes. In meeting the requirements enforced by the Denver Region VIII Field Environmental Officer, the next eleven (11) months involved much reporting and little progress in the City in carrying out our Strategic Plan or 3rd year Annual Action Plan goals. In May 2018, HUD advised the City that all requirements had been satisfactorily met, the Findings were closed and we could resume our programs to assist the citizens in our community. At that point, time did not allow for completion of the required HEROS environmental review reports, obtaining quotes, and completion of projects by year-end for properties of residents needing assistance.

One of the major initiatives that was proposed and able to be executed throughout the program year due to being an Exempt Activity environmentally, was assisting with access to the public transportation system by providing subsidized tokens and tickets to the low income, disabled, and/or elderly population.

A final payment for Phase I of the fire suppression system replacement in the LifeSteps Campus Care Activity was made in Program Year 2017, but the project was completed in Program Year 2016.

The other goals were for projects to be completed at: LifeSteps Campus - Phase II of the fire suppression system replacement and alarm system replacement, City Core revitalization - Matching Facade Grants, and Home Rehabilitation. Some design work was able to be accomplished for the second phase of the fire suppression system replacement which was planned to take place in Building F on LifeSteps Campus. These initiatives or goals are planned to be met in Program Year 2018.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
City Core Revitalization	Non-Housing Community Development	CDBG: \$	Facade treatment/business building rehabilitation	Business	10	8	80.00%			
City Core Revitalization	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	0	0		1	0	0.00%

Clearance and Demolition	Non-Housing Community Development	CDBG: \$	Buildings Demolished	Buildings	10	7	70.00%			
Emergency Repairs	Emergency Repairs and home rehab	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		0	1256	
Emergency Repairs	Emergency Repairs and home rehab	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	25	6	24.00%	3	0	0.00%
Emergency Repairs	Emergency Repairs and home rehab	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Emergency Repairs	Emergency Repairs and home rehab	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	
Housing Initiatives	Public Housing	CDBG: \$	Homelessness Prevention	Persons Assisted	30	45	150.00%			
LifeSteps Campus Care	Public Housing	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	2078		600	1059	176.50%
LifeSteps Campus Care	Public Housing	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	220	209	95.00%	74	98	132.43%

LifeSteps Campus Care	Public Housing	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	350	0	0.00%	60	0	0.00%
LifeSteps Campus Care	Public Housing	CDBG: \$	Homelessness Prevention	Persons Assisted	370	207	55.95%	121	147	121.49%
LifeSteps Campus Care	Public Housing	CDBG: \$	Housing for Homeless added	Household Housing Unit	0	22		10	22	220.00%
Program Administration	Non-Housing Community Development	CDBG: \$	Other	Other	1	1	100.00%	1	1	100.00%
Transportation Assistance	Transportation	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	2899	289.90%	700	912	130.29%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

The City of Casper takes its responsibility of administering its CDBG entitlement funds very seriously. The community relies on the City to ensure all funds allocated and spent meet community needs. Steps are taken to ensure equal consideration of all requests with prudent stewardship guiding all funding decisions.

CDBG funds were utilized exclusively to meet one of three National Objectives which are: 1) Benefit low-and-moderate-income persons 2) Aid in the prevention or elimination of slums or blight 3) Meet a need having a particular urgency, and the City complied with the overall benefit certification. According to the PR26 Report, 100% of CDBG funds expended benefited low-moderate income persons in the community. Through the Transportation Assistance program and LifeSteps Campus programs, CDBG funds benefited low-moderate income homeowners, victims of domestic violence, youth at risk, persons and families who are homeless, persons who are elderly and/or disabled, persons without personal transportation, and persons needing meals.

The City of Casper's priorities for Program Year 2017 were to:

1. Complete Phase II of the replacement of the fire suppression system and the replacement of the alarm system on LifeSteps Campus which provides housing for low-income and homeless clients as well as public activities, gardening, and three (3) full meals per day prepared by professional chefs in the commercial kitchen in Building K.
2. Provide assistance for low-income persons to access the public transportation system by providing subsidized tickets and tokens.
3. Perform home rehabilitation projects for homeowners who could not afford the repairs.
4. Operate the Matching Facade Grant program in the City's Core encouraging business owners to make improvements to aged buildings in the City Core and the Old Yellowstone District.

The major initiatives that were executed were to:

1. Provide funding for subsidized tickets and tokens for eligible low-income residents.
2. Begin Phase II of the LifeSteps Building F Fire Suppression System Replacement and Campus-wide Alarm System Replacement Project.

The priorities listed prior are expected to be executed in Program Year 2018.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	3,930
Black or African American	183
Asian	6
American Indian or American Native	211
Native Hawaiian or Other Pacific Islander	0
<b>Total</b>	<b>4,330</b>
Hispanic	277
Not Hispanic	4,053

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

According to the US Census Bureau July 1, 2017 Mapping Data, the population estimated for the City of Casper was 57,814. The total number of people assisted as listed in Table 2 of 4330 reflects that 7.5% of the population received assistance. The Race and Hispanic Origin of the population in the City of Casper from this data are:

- Black or African American - 1.4%
- American Indian and Alaska Native - 1.1%
- Other - 4%
- Hispanic or Latino - 8.6%
- White alone, not Hispanic or Latino - 86.1%
- Black or African American (1.4%) and Hispanic populations (8.6%) are estimated to make up 10% of the population of the City of Casper

The racial information received on the composition of families assisted in the Transportation Assistance and LifeSteps Campus Activities combined is:

- Black or African American 4.22%
- American Indian and Alaska Native 4.87%
- Other 0.13%
- Hispanic or Latino 6.39%
- White alone, not Hispanic or Latino 84.36%

- Black or African American (4.22%) and Hispanic populations (6.39%) make up 10.61% of the assisted population in the City of Casper.

The report of those receiving assistance show the Black or African American population at a higher percentage than the mapping data amount with the Hispanic population lower than the mapping data amount, making up 10.61% of the overall population that received assistance which is a slight decrease over last year's percentage of 11.8%. The City, which has a predominantly white population shows similar numbers to the data and in those assisted who are white alone show a 1.74% decrease.

All public facilities in the City of Casper are non-discriminatory - Equal Opportunity / Equal Access and fully accessible to persons with any ability or disability. Housing and transportation services provided on the City's LifeSteps Campus and throughout the city by the Casper Area Transportation Coalition (CATC) assist any person of any race, ethnicity, or ability, qualifying for the programs, and make reasonable accommodations when requested. The community gardens located on the Campus are available to any tenant residing on the campus. If garden plots remain, they are offered to the public. Anyone may adopt a garden plot which are fully accessible to persons of any race, ethnicity, ability, or disability.

Program Year funding was expended in two (2) Activities: Transportation Assistance and on LifeSteps Campus. Both Activities focus on serving the low-income population in the city and both benefit people including but not limited to having physical disabilities, mental illness, vision difficulties, and/or are elderly. The demographics on persons assisted by the Transportation Assistance Program as shown in the table below are: Male 517, Female 395, White 708, Black 54, Hispanic 75, Asian 6, Native American 66, Married 77, Unmarried 835, Female head of household 148, Elderly 43, Disabled 280, no income 392, extremely low income 513.

A public plaza was completed at the merging point of the Old Yellowstone District and Downtown Casper which offers a wide array of activities and entertainment available to the public including a summer splash pad and winter ice skating! Families and persons receiving any kind of public assistance are welcome at all events just as persons not requiring assistance are. The increase in public events, also increases the options for citizens who may be on assistance programs and cannot attend the more costly events. All public events are ADA compliant and fully accessible to persons of any abilities.



## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	507,344	153,679
HOME	HOME		
HOPWA	HOPWA		
ESG	ESG		
Other	Other		

Table 3 - Resources Made Available

### Narrative

Referring to Attachment 1, the Program Year 2017 PR26 Financial Report on line 15, the total expended amount matches the amount shown above. According to IDIS Grant Amounts, unexpended funds from previous Program Years 2014-2016 of \$168,145.15 plus the 2017 allocation of \$306,591 totaled \$474,736.15 as referred to in Attachment 1 on line 08. An amount which had not been determined as to where it was originally expended at in Program Year 2007 of \$32,608.35 but is a part of the City's unexpended fund balance brings the total to the one shown above for total Resources Made Available.

In Program Year 2017, the City successfully expended funds and was able to Complete and close four (4) Activities, two (2) of which, were from previous Program Years.

In Program Year 2017, the Activities which were funded and fully expended are:

- Transportation Assistance
- Program Administration

In July 2017, the remaining funds which were invoiced at the end of PY2016 in the LifeSteps Campus Care Activity were drawn down and that Activity was Completed. During PY2017, the Housing Initiatives Activity funds were expended and that Activity was also Completed. Both Activity's funds were expended on the Fire Suppression Projects on LifeSteps Campus.

Activities which will carry a balance into Program Year 2018, totaling \$321,157.17 are:

- PY17 - Home Rehabilitation (\$25,427)
- PY17 - LifeSteps Campus Care (\$164,663.49)
- PY17 - Matching Facade Grants (\$10,000)
- PY16 - Home Rehabilitation (\$19,092.13)
- PY16 - Matching Facade Grants (\$30,000)
- PY16 - Sidewalk Rehabilitation (\$40,000)
- PY14 - Demolition (\$31,154.96)

- PY14/Pre-2015 - Matching Facade Grants (\$719.59)

An Amendment process which began in PY17 but was not yet completed by Program Year End involved amending funds from PY14, Pre 2015 and PY16. The PY14/Pre-15 matching Facade Grants and Demolition and the PY16 Sidewalk Rehabilitation project funds will all be amended through Council and IDIS and reallocated to the LifeSteps Campus Care Activity Number 338. Understanding that unexpended funds are to be reallocated to active projects that can be accomplished, the process will be completed. The City believes it is more beneficial at this time, to perform improvements to the low-income, public housing buildings than to use funds to demolish buildings. The Sidewalk project expected to be done at a new Veteran's center will not be accomplished due to the center considering other locations in the City and the State. The Matching Facade Grant funds are an odd amount which are not expected to be expended on the planned programming due to the grant allocation amount being \$10,000.00. All interest in the current funding is for the full, allowed amount per project. The Amendment for \$71,874.55 will be completed and the funds reallocated to complete the necessary Phase II Fire Suppression System Replacement and the full-campus Fire Alarm System improvement, on LifeSteps Campus.

#### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City Core	3	2.86	Facade Grants were not permitted to be accomplished this Program Year
LifeSteps Campus	57	2.92	Design work towards Phase II of Fire Suppression System and Transportation Assistance
North Casper	9	2.86	Home Rehabilitation was not permitted to be accomplished this Program Year
Old Yellowstone District		2.86	Facade Grants were not permitted to be accomplished this Program Year

Table 4 – Identify the geographic distribution and location of investments

#### Narrative

The percentages shown of the Actual Percentage of Allocation were accomplishments due to the Transportation Assistance Program amount being distributed between them because CATC runs through the entire City. LifeSteps Campus realized a small increase over the others in its accomplishment due to the design work being performed for the second phase of the fire suppression replacement project on the campus. Due to the need to meet requirements in updating previous environmental reporting to an acceptable level, many projects were not able to be accomplished this Program Year. The funds are planned to be successfully expended in Program Year 2018 on eligible projects.

## **Leveraging**

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

Federal funds leveraged 1%15 City funding and the Campus revenues expended by Casper Housing Authority, the Property Management Agency on the LifeSteps public housing campus. Rehabilitation in Buildings E and F had new paint, LVT flooring and carpet in warm, inviting colors added, doors and frames have been restored similar to the original dark finish of the buildings, housing units have been expanded with additional rooms and some have had private bathrooms installed. Space was re-evaluated to provide the best benefit to the most people. The rehabilitation has removed the institutional look and feel and created a warm, homey residential complex. Building B, which had not been painted or updated for years took on a totally different look with new paint, flooring, curtains, and home accents added in the lobbies on each floor as well as in each of the eight apartments.

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	39	110
Number of Non-Homeless households to be provided affordable housing units	11	1,694
Number of Special-Needs households to be provided affordable housing units	16	75
<b>Total</b>	<b>66</b>	<b>1,879</b>

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	3	0
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>3</b>	<b>0</b>

Table 6 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

The data provided in the first chart is provided by the City's Public Housing Authority, Casper Housing Authority, as the City does not operate a housing program. Other agencies providing Affordable Housing Assistance in the City are: Community Action Partnership of N.C., Self Help Center, Seton House, Wyoming Behavioral Network, and Wyoming Housing Network.

Other agencies in the City providing affordable Housing units for homeless persons in the City including both parents and children and the number of homeless they served are:

- Community Action Partnership - 44
- Self Help Center - 153
- Seton House - 156
- Wyoming Behavioral Institute - 16

Total - 369 persons who are homeless and provided affordable housing.

Wyoming Behavioral Network provided housing to 375 persons who were not homeless, but were of low income.

The goals of performing home rehabilitation using CDBG funds as shown in the second chart were not able to be realized this year due to the City meeting requirements in updating previous environmental reporting to an acceptable level. The expected outcomes will be reported on in the Program Year 2018 CAPER report.

**Discuss how these outcomes will impact future annual action plans.**

Not applicable at this time.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	787	0
Low-income	0	0
Moderate-income	0	0
<b>Total</b>	<b>787</b>	<b>0</b>

Table 7 – Number of Households Served

### Narrative Information

The tenants served by the agencies in the city must all verify their income eligibility to participate in the housing programs. All agencies verified that persons in their programs had no or extremely low income levels. Many of the housing participants qualify with their food stamp applications which exhibit no or extremely low income levels. The housing income levels are determined by HUD's Annual Income Limits Documentation System.

The number above reflects the number of extremely low-income families served on LifeSteps Campus.

Households with no or low-income also utilize the Healthcare for Homeless Clinic on the LifeSteps Campus, which is not a housing program, so their number served of 629 low-income persons, is not included in the above total.

The people served in all of these totals are able to fully access, all vehicles and locations with any ability or disability. The totals shown include residents who are: Single Female Heads of Households, Males, Females, Under 18, Over 60, Disabled - Physical and/or Mental, Domestic Violence Victims, from reported Races of Black, American Indian, White and Other or Mixed Races.

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City's LifeSteps Campus is a public housing campus managed by the Casper Housing Authority for persons who are homeless, at risk of becoming homeless, or in the high-risk children's residential, in-house program. The Building E renovation, including expanding some units, building-in private bathrooms in some of the housing units, installing new flooring, lighting, refinished original doors, new paint and decorating accents is almost complete. Similar renovations will be made in Building F next. Building B, which came under the management of Casper Housing Authority this year received new paint and the units which had aged carpeting received new LVT flooring. The Campus remains dormitory-style housing with shared kitchens and common areas as well as a full, commercial kitchen in Building K which serves three (3) meals daily. One room in Building E retains the original early 1900s cabinetry and radiator for historic purposes. The Campus is expected to be at full housing capacity in the next year.

City CDBG Staff was again involved with the National Homeless Point-in-Time count in January 2018. The community mission center at the First United Methodist Church was the location for the Count. In conjunction with counting persons who were homeless, the 2nd Annual Project Connect event was held. There was a 67% increase in completed surveys over last year. 50 agencies and 60 Volunteers through Serve Wyoming participated in the event. The following are items or services that persons who were homeless obtained for free at the event:

- 292 meals were served (Full, hot, breakfast, lunch and dinner meals were served)
- 16 people consulted with Legal Aid
- 12 people received dental checks
- 20 people had HIV Testing done, Hep. A Testing, Flu Shot, and Hep. A/B Vaccines were offered by the Natrona County Health Department
- 52 Haircuts were given
- 10 people were screened for Depression

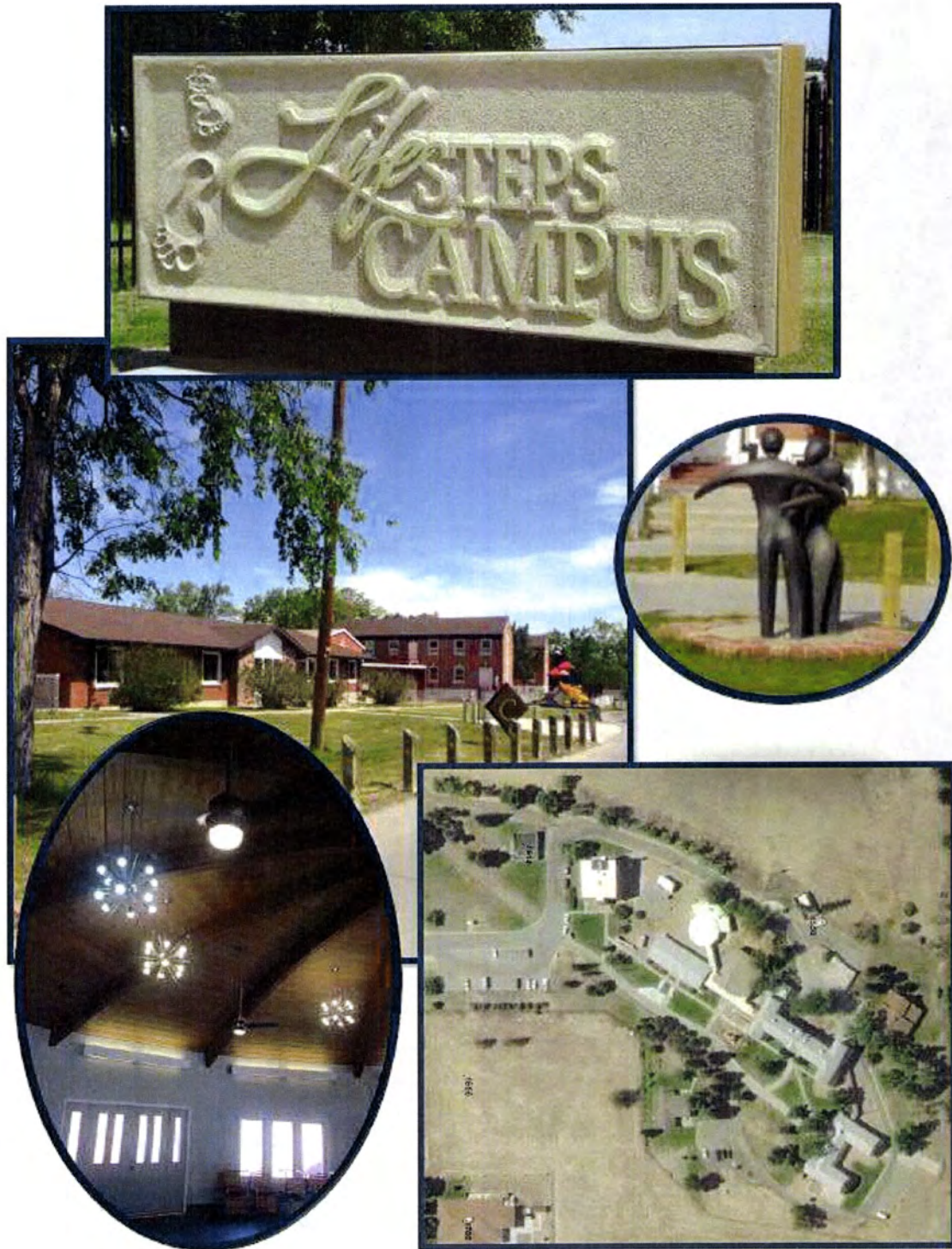
Any person needing medical or dental treatment for a more severe problem than could be treated on-site was shuttled to Community Health and UW Family Practice clinics with free follow-up care included.

The City continues to offer space and oversight in its GeoSmart program in the City website to local human service agencies to network and list all of their agency information and post updates for needs or excesses of items. Three (3) agencies have taken advantage of this service: Casper Housing Authority, First Christian Church, and Seton House.

The City works with and encourages its network of providers who comprise the local Continuum of Care entities in reaching out to persons who are homeless. The City Manager continues to hold quarterly Homeless Collaborative meetings in City Hall where local agencies can share needs, excesses, and opportunities they have.

The Community reached out to persons who are homeless this past winter by starting a distribution point at the centrally located Veteran's Park on East Second Street. Donations of warm, handmade and purchased items left at the park all winter included: hand-tied, double thickness fleece blankets, hats, socks, mittens/gloves, and neck scarves. The items which were left were usually gone in a day or two and were seen around town with or on those who were homeless or of need.





**LifeSteps Campus**

**Addressing the emergency shelter and transitional housing needs of homeless persons**

The City of Casper addressed needs of the homeless population by providing the Emergency Cold Weather Shelter for overnight shelter during the winter months when temperatures are below freezing for four (4) years at its LifeSteps Campus, including this past winter. The Wyoming Rescue Mission who staffed and shuttled people to the shelter has purchased a group home and started a Cold Weather Overflow Shelter there. It remains an option for women and children only. The gymnasium in Building L on the Campus, was reserved nightly for the Shelter. The Cold Weather Overflow shelter for the Mission will be in Evansville now at the new location, however, if needed, the City will make space available on the Campus to assist in getting people out of the cold overnight. During the months prior to moving, the Cold Weather Emergency Shelter on the Campus housed 49 homeless persons which consisted of 43 women, and 6 children for a total number of bed stays at 330.

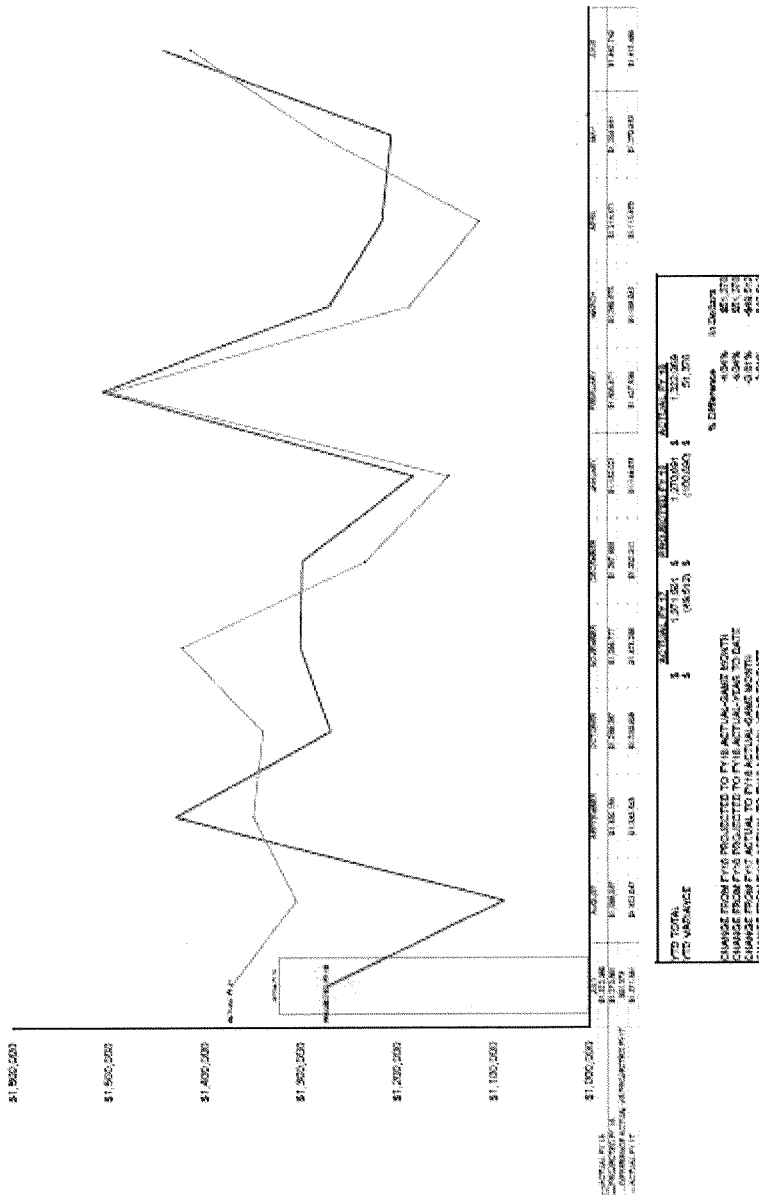
The lack of and need for a Transitional Housing program in the city continues to be a great need. Persons who do not qualify for low-income programs, or may hold a mortgage, but require housing due to an emergency such as a fire or flood do not have options for emergency shelter until they can return to their home. The City has been made aware of the necessity of a Transitional Housing program.

The Wyoming Rescue Mission, which has the specific focus of addressing emergency shelter for homeless persons in the city provided overnight shelter for 2,226 individual persons during the year with the total number of bed stays provided at 28,653 for the year. The highest percentage of homeless persons served was men, followed by women, Veterans, and children.

Mother Seton House, which has a specific focus of addressing emergency shelter for single, homeless individuals that have at least one child with them provided housing for 156 people in the last year with the highest percentage of persons being women. 51 women were served, 6 men, and 99 children under eighteen years of age.

The Self Help Center that serves victims of Domestic Violence served 132 primary (Female Heads of Household) and secondary (children) victims through the Safe House, and 21 men through the McKinley House men's housing center that are considered homeless.

## Sales Tax FY 2018 Versus Projection and Prior Year



### PY 2017 Sales Tax

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The downturn in the economy continued to affect many homeowners' plans for performing repairs on their homes which ultimately could lead to them becoming homeless. Sales tax revenue is below the

projections in the city, confirming that citizens are still not able to spend money locally as they do in good economic times. On the chart - the red line is projected, blue is actual. The result of not performing small repairs is that they then become urgently needed repairs due to not having funding available to have the necessary work done. The City will assist as many citizens as possible with the remaining Home Rehabilitation funds. Through cooperative efforts with local human service agencies, homeowners needing assistance are identified and referred to the proper entity to apply for assistance. Rental deposits and payments are occasionally able to be subsidized reducing the risk of becoming homeless, depending on funding availability, by Interfaith, Poverty Resistance, Salvation Army, Community Action, and some churches.

Last year the completely renovated CentrePointe apartment building opened 50 brand-new, low-income housing units under the ownership of the Casper Housing Authority. The building is fully accessible to tenants of any ability. It includes a gym, large common room which can be reserved for large gatherings, elevator, storage units, full laundry facility, and an outdoor patio area.

Approaching completion, the Raven Crest Apartment Complex will open. This new complex is the Casper Housing Authority's most recent addition to the City. It will have 50 subsidized units which are part of the State's first Rental Assistance Demonstration (RAD) program. It will also have 50 market-rate units. It is completely funded through the Low-Income Housing Tax Credit (LIHTC) program encouraging affordable rental housing for low-income households. It is the largest LIHTC funded project in the State of Wyoming. This complex will include a playground, barbecue area, community garden plots, community use building for large gatherings, orchard, walking gardens, pergola, benches, and close-to-complex off-street parking. Each unit has one-to-two bathrooms, laundry hook-ups, built-in dishwasher and microwave, and easy-to-clean hardwood flooring.

Grimshaw Development is now in the process of finalizing plans for a senior citizen residential complex following the approval of their tax credit application with Wyoming Community Development Authority (WCDA). 20 barrier free twin-home units, similar to duplexes, that are each 1,200 sq. feet will be built on one level. They will all have front porches to encourage 'community' being neighborhood friendly.

The City continues to encourage and support contractors seeking tax credit investments to construct low-income complexes where a person who has lost or sold a home may be able to afford to live and avoid becoming homeless.

Wyoming Housing Network has created 372 homes for Wyoming Families. Residents of their properties have income levels between 30% and 60% of the Area Median Income, making affordability critical to their housing security.

Community Action Partnership of N. C. provided affordable rent out of 192 applications to 90 homeless families/individuals and 219 families/individuals who were non-homeless.

The City's social service agencies rely on institutions who are discharging persons who need housing to

communicate with them early and often so that they may check their ability to provide housing, or refer the person to an agency that possibly can, upon the person's discharge. Waiting lists for low-income housing continue to be long adding additional stress to an already at-risk population.

### **Continued**

In August of 2017, on a lot that a dangerous house had been demolished on, Habitat for Humanity constructed a Habitat Home for a low income family who qualified through participating in their Homeownership Program. In 2018, 596 applications were distributed for Habitat for Humanity Homeownership. The program services low-income households with an income level of 35-70% of the Area Median Income as determined by HUD income guidelines. They are an equal opportunity lender and welcome applications from all households. 4 households were in the Homeownership Program in 2018, 2 of which have completed the program and are homeowners living in homes built for their households through the program. The other 2 households are nearing the completion of their homes and will become homeowners in August 2018 and November 2018. Applications are distributed on the first Friday of each month for the program. This past year, Habitat for Humanity had the ground breaking for their first 13 home development. The City participated in the ground-breaking ceremony of Harris Crossing. At Christmastime, the Wyoming Food For Thought agency distributed 1,245 toys serving 415 kids and impacting 160 families. The number of kids served was up 48% from the year prior. The Wyoming Rescue Mission served 40,626 meals this year. The Sandwich Ministry of First Christian Church served 6500 sack lunches on Saturdays at the downtown First United Methodist Church mission center, and 840 lunches served once per month at the Youth for Christ center. Interfaith of Natrona County assisted 5,214 people this year. 609 of which were new clients. 64% of the assisted residents are 18-64 years old with 3% 65 and over. Community Action Partnership of Natrona County served 1,651 residents. 51% were over 18 years old with 6% over 60 years old.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City will continue to assist the homeless population in making the transition to permanent housing and independent living through its continued support of the housing, financial, and educational programs offered at its LifeSteps Campus. Also, by supporting the programs offered throughout the City by the Casper Housing Authority, Community Action Partnership, Interfaith, Mother Seton House, Wyoming Community Development Authority, Wyoming Housing Network and other agencies that support and/or develop housing programs.

As per commitments of the City in addressing one of the Analysis of Impediments of increasing access to fair housing services, the City will support and encourage agencies with housing services in transitioning

people into safe, independent living situations. All of the new developments referred to in this section are fully accessible or adaptable and have non-discrimination policies.

Educational and supportive programs referred to in this section offered to persons who are newly housed will also be supported to assist the tenants in not returning to homelessness. Wyoming Housing Network offers financial counseling and has a focus on foreclosure counseling on how to avoid it and what to do if it has occurred. They serve over 1,400 Wyoming residents per year through their Housing Counseling programs including: Homebuyer Education, Foreclosure Counseling, Reverse Mortgage Counseling, Rental Counseling, Financial Capabilities Programs and USDA Rural Development Loan Packaging.

The City continues to incorporate the directive to assess the availability of affordable, accessible housing in a range of unit sizes into its Planning and Zoning decisions.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

Many actions that have been taken by the City and by local housing agencies regarding public housing are discussed in the prior and following section - please review.

The City continues to meet regularly with the local housing agencies such as Casper Housing Authority, Community Action Partnership, Interfaith, Seton House, Self Help Center, and Wyoming Housing Network who oversee or contribute to successful public housing in the community to discuss their needs and share resources.

Additional services which encompass living and working in the City are:

- Encouragement for public housing complexes to include on-site social service areas to provide convenient access to the providers to be on-site for the tenants.
- Encouragement for public housing developers to construct units with ADA measurements that are adaptable so that they can progressively age with the owner/tenant.
- Continued improvements being accomplished at LifeSteps Campus creating additional public housing units, family housing units, and additional private bathrooms making living more manageable in dormitory-style public housing.
- New programs being developed locally to encourage responsible, independent living of public housing tenants.
- Opportunities at the public housing sites to plant, maintain, harvest, store, and learn to prepare and preserve foods from the community gardens.
- Including the incorporation of common areas in public housing complexes which can be reserved and utilized for family events, birthday parties, or larger get-togethers that a small apartment or housing unit would not accommodate.
- Educational opportunities of a wide variety - nutrition, finance, hygiene, housekeeping, hobbies, and second languages offered to contribute to successful living in public housing.
- CentrePointe public housing units all include built-in dishwashers, microwaves and large living spaces.
- Raven Crest public housing units have large living spaces, washer and dryer hook-ups inside each apartment, as well as built-in dishwashers and microwaves.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

Again, much information was included pertaining to this section in the prior section, CR-25 - please review.

Reiterating, educational opportunities of a wide variety that contribute to successful living and



homeownership are being offered and have increased. Opportunities including: nutrition, finance, hygiene, housekeeping, hobbies, second languages, are being offered by the housing agencies as well as local non-housing businesses to contribute to successful living in public housing.

Referring to the request for the rezoning of the old Roosevelt School building discussed prior: the old Roosevelt School, re-named The Landing at Roosevelt currently has the Interfaith agency and Wyoming Food for Thought on location as well as the new ReFab store. ReFab is a take-off of the Habitat for Humanity ReStore program. The old school gym is used to take in building/housing materials from local businesses and citizens. The materials will be sold supporting Veterans who will be able to work there, learn a trade, have income and and successfully live in public housing with the goal of eventually moving into independent housing. This can assist those in low-income, public housing to be able to purchase affordable, necessary furniture items for their homes. It also enables low-income homeowners to purchase affordable building/housing materials to perform repairs on their homes for responsible homeownership. The Veteran's center continues to look at options of putting some of their facilities in the building including a few public housing units for Veterans. The zone change approval allowed this project to move forward.

Public housing residents on LifeSteps Campus are encouraged to assist the on-site staff in learning basic homeowner skills, such as painting, landscaping, small repairs and decorating. The skills that are learned can continue on into successful, independent home care. The commercial kitchen staffs two professional chefs that residents can assist doing food preparation and serving contributing their time and efforts in lieu of paying for meals and learning responsible work ethics and cooking skills. All of these opportunities assist the staff on the large campus as well as provide the resident with skills they can take to independent, permanent housing.

### **Actions taken to provide assistance to troubled PHAs**

The Casper Housing Authority is not documented as being a Troubled Public Housing Authority. With the addition of the Raven Crest development discussed earlier, they are now designated as a RAD Housing Authority.



## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City met with developers who are interested in building additional tax-credit properties in the City and will consider options for leases, purchases, etc. to assist in the projects being successful. The City will work with developers in considering re-platting and re-zoning areas for affordable housing.

City Council approved a special proposal to support the development of a new tax-credit senior residential complex. The Planning and Zoning Commission was asked to grant a block-length exemption for the project due to the City Code prohibiting any residential block from being longer than 750 feet out of concern for traffic flow and emergency entry/exit points. The developer, working with Planning and Zoning and the Council proposed building a pedestrian pathway through the block rather than a roadway. The offer was accepted unanimously, and will encourage mobility of the senior residents living there - a win/win for new senior public housing to be added to the community.

The Planning and Zoning Commission passed a motion recommending that the City Council approve a zone change request from ED - Educational, to C-2 - General Business, for the old Roosevelt school building purchased by the Casper Housing Authority. Council approved the zone change which will enable Casper Housing Authority to seek non-profit entities to lease space to operate their programs in including the Veteran's Administration who has looked at the center for possible clinic use as well as temporary housing for medical visits.

The City has made efforts to encourage and simplify affordable housing developments such as:

- Accessory dwelling units are allowed.
- Twin homes on lots that were not approved for them in the past are now allowed.
- Reducing the minimum lot sizes to reduce the burden on the homeowner.
- Reducing the minimum set-backs causing there to be less restrictions for improvements.
- Non-conforming buildings are now allowed as re-buildable as long as they observe current City Codes.
- Mixed use was added to the Municipal Code to invite multi-use facilities.

Cost burden and lack of adequate low-income and senior housing continue to be the main barriers to affordable housing in casper. The cost burden is affecting high numbers of citizens with the poor economic state of the area. The economy is beginning to improve in the city, but not enough yet to have a noticeable or measurable impact.

**Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The City of Casper, taking into account factors over which it has control, has taken the following steps in addressing underserved needs:

- Partnering with its housing agencies to create more affordable housing units, and developing financing plans for payments and credit issues.
- Continuing to provide facilities at LifeSteps Campus where free or low-cost health care can be obtained at Healthcare for the Homeless, 12th Street Clinic.
- Continuing to provide facilities at LifeSteps Campus offering life skills training and educational opportunities.
- Encouraging new developers to plan social service areas directly within new complexes, better connecting citizens with agencies they need services from.
- Re-zoning of Roosevelt School to C-2 in low-income Census Tract 200, enabled the Wyoming Food for Thought agency to have fresh food sales and give-aways throughout the growing season of produce that has been grown in the community gardens they operate, or from the public wishing to contribute their fresh produce to.
- Wyoming Food For Thought also was given an unused church building in the Census Tract 200, North Casper area of the city. They have grown to a 65 raised bed community garden where food is grown and distributed in their shop. Beds are purchased for a season for \$10 and unpurchased beds are planted with all food grown available for free to anyone. The City has been flexible in land-use agreements with the group.
- The City has a program to install a contracted amount each year of ADA ramps increasing safe mobility within the city. All street or sidewalk projects affecting the corners incorporate installation of the ramps automatically.



The Landing

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

In accordance with HUD regulations 24 CFR Part 35, rehabilitation program assisted homes constructed prior to 1978, where paint will be disturbed, will be inspected and tested for lead-based paint by a certified lead-based paint contractor. The risks to the homeowner and neighbors, of proceeding with a project are assessed prior to beginning.

Homeowners involved in rehabilitation projects in which painted surfaces will be disturbed and have tested positive for lead receive copies of the following:

- Lead Hazard 19 Page Information Pamphlet
- Property Owner Disclosure
- Notice of Lead Hazard Evaluation and Presumption
- Notice of Lead Hazard Reduction Activity including Clearance

Prior to the rehabilitation and lead-based paint hazard work going out to bid, the Program Staff will determine the type of contractor needed to complete the required work. The Program Staff, homeowner, and contractor(s) awarded the job, will review the key aspects of the lead hazard reduction during the pre-construction conference.

The awarded contractor(s) will perform safe work practices at all times, which includes but is not limited to:

- Occupant protection
- Work site protection
- Daily clean-up
- Safe work practices
- Worker protection

Occupants will be notified of any lead hazard reduction measures that were taken. Subsequent to the Program's final inspection, the lead-based paint inspector will conduct a clearance examination including dust samples to confirm the unit is safe for occupancy and that lead reduction was performed according to the Program's work specifications.

No projects were completed in PY2017 that caused existing paint to be disturbed that would trigger lead-based paint testing.



---

# Protect Your Family From Lead in Your Home

---



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

September 2013

## Lead-Based Paint Pamphlet

### Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Casper, taking into account factors affecting poverty over which it has control, has taken the following steps to attempt to reduce the number of households with incomes below the poverty line:

- Continuing to fund the public transportation service connecting the low to moderate income neighborhoods to employment bases and to other buses serving the municipal area. This eases



the burden of not having access to a vehicle, or not having the resources available to repair a vehicle and increases employment options.

- The City coordinates with local non-profit organizations such as CLIMB Wyoming, the McMurry Training Center, and Wyoming Workforce Services to provide business training programs which target low/moderate income individuals.
- The City contracts with its local economic development alliance for technical assistance and consultation to the local small business and entrepreneurial community.
- Coordination efforts continue on the part of the City departments of Planning, Code Enforcement, Housing and Community Development and local agencies to provide for social service activities, planning, housing development and rehabilitation programs.
- Participation in two community resource fairs offering materials for services available to the citizens in the City.
- Owners/managers of new businesses developed in the City are reminded to be Equal Opportunity Employers for persons of any ability, race, or ethnicity and hiring locally is recommended.



**Food For Thought Garden Beds**

#### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The affordable housing strategy will be carried out by several primary providers and coordinators

including: The City Departments of Housing and Community Development and Planning, Casper Housing Authority, Community Action Partnership of Natrona County, Self Help Center, Seton House, Veterans Agencies, Wyoming Community Development Authority (WCDA), Wyoming Housing Network, and the Wyoming Rescue Mission. Other agencies such as non-profit and/or for-profit housing developers will also play an important role in service provisions.

It is anticipated that these government agencies and housing developers will continue to be supported by outside funding sources, such as WCDA (public agency) and local banks (financing). Amounts may be reduced due to the economic instability in the area, but are still expected to be distributed.

The Housing and Community Development (HCD) Department will be the primary coordinator for non-federal funds and federal funds, such as CDBG, for the development and rehabilitation of affordable housing. This function will continue to be augmented by other providers, particularly non-profits such as the Homeless Coalition of Wyoming and housing developers. The HCD Department will communicate with these and other providers to improve coordination of services and to pool resources. The HCD Department will act as the conduit for local funds as well as State funds. It will also work with private developers to assist them in obtaining financing and approvals for affordable housing development. The Casper Housing Authority will coordinate all projects associated with the City's public housing units and housing vouchers. The Authority is responsible for reporting directly with HUD regarding public housing and housing vouchers. Coordination between the providers of rental assistance should be strengthened to ensure efficient use of funds and to reduce duplication. Communications between the City and non-profits will continue to be enhanced in order to deal more effectively with the housing programs.

#### **Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City of Casper will continue to assist and work with public and private housing and social service agencies. The quarterly Homeless Collaborative meeting the City facilitates brings together housing and social service agencies that are involved in the overall process of housing a person and keeping them housed which involves much more than simply having a home. A good financial plan including support, a safe, good night's sleep, and good nutrition can assist in leading to employment and self sufficiency which can keep people housed and prevent homelessness. Agencies discuss their availability of services they have at these meetings including:

- Financial assistance for deposits, rent, utilities, medical care, emergency repairs, home purchases, counseling.
- Beds which are available to agencies who are approached with citizens needing emergency overnight shelter.
- Food resources including locations, food boxes and/or bags, any excess items they have available at the time.

- Volunteer possibilities for clients of housing and social service agencies and for staff from the agencies.

Continuing to support the Point-in-Time Count event, Project Connect, which was previously discussed, with local housing and social services agencies all available on one day, in one location. Obtaining information of what each entity is able to assist with, to what degree, and the requirements of their programs will help greatly with coordinating efforts to assist more people in a more efficient manner in the City.

Serve Wyoming has taken on a greater roll this past year in being the local contact center and obtaining information and connecting citizens with opportunities where volunteers are needed. The enhanced coordination between the public, religious, and social service agencies has increased volunteerism and the benefits to the community.

### **Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

Actions taken to overcome the effects of impediments identified in the City's 2012 Analysis of Impediments to Fair Housing Choice are as follows:

#### *Private Sector Impediments and actions taken to overcome them*

1. **Discriminatory refusal to rent or negotiate for rental.** No complaint calls were relayed to the CDBG Program Coordinator in Program Year 2017 from citizens or from the local HUD Field Officer of persons who were refused the opportunity to rent or the opportunity to negotiate for a rental due to discrimination. Non-Discrimination, Fair Housing and Equal Opportunity information is better publicized nationally as well as locally with an emphasis on the regulations to housing agencies and real estate firms.
2. **Discriminatory patterns in home purchase loan denials.** Home buyers continue to be better educated in Non-Discrimination, Fair Housing and Equal Opportunity regulations through credit counseling and home purchase training. Classes are offered locally by the banks, WCDA, Wyoming Housing Network, Habitat for Humanity, and many human service agencies on regulations that must be observed by the loaning entity as well as the requirements of the buyer. As discussed previously in this CAPER, an increased number of financial education classes for home buyers are being offered than prior years. Classes include information on Non-Discrimination involving any disability, race, ethnicity or income level, Fair Housing, and Equal Opportunity Lending requirements and regulations. Better education for the home buyer prepares them to ask direct questions regarding discrimination if they feel it is occurring.
3. **Discriminatory patterns in predatory lending.** Unequal lending practices have not been reported to the City on the basis of race, ethnicity or disability in Program Year 2017. Again, as



stated above, home buyers being better educated through credit counseling and home purchase training is preparing them to ask more qualified questions of the lenders letting them know of their awareness of the Non-Discrimination, Fair Housing, and Equal Opportunity laws. The number of outreach and educational opportunities in the City have increased. WCDA continues to have a stronger presence in the community supporting non-discrimination, fair housing and equal opportunity of citizens. Citizens and landlords alike are becoming better educated in the Fair Housing Law which is beneficial to both parties. Property management companies who are working on behalf of the local housing agencies are under strict regulations to observe Non-Discrimination, Fair Housing, and Equal Opportunity regulations. Public housing agencies who are federally funded must report regularly on non-discriminatory practices.

*Public Sector Impediments, Actions, and Measurable Objectives - is addressed in the next section...*

#### **Continuation of actions taken to overcome.....**

*Public Sector Impediments, Actions, and Measurable Objectives*

4. **Lacking statewide fair housing law.** The Wyoming Fair Housing Act, Senate File Number SF0132 is a forty two page law which became effective July 1, 2015 to protect citizens and enable laws to be enforced regarding fair housing. The City continues to refer citizens to this document for Statewide information. Equal Justice Wyoming in Cheyenne and online (<http://www.legalhelpwy.org>) has a Housing division which well delineates the Wyoming Fair Housing laws. Equal Justice Wyoming is a state funded civil legal services program working with Wyoming legal aid providers and community organizations to help people with limited income find help for their legal problems including housing issues (1-877-432-9955). The local Legal Aid office representatives participated in the Project Connect Point-in-Time event.
5. **Limited access to fair housing services due to lack of a state or local fair housing entity.** Referring to the information above and now with additional resources available on the internet to Wyoming citizens, there is better access to fair housing services. The Fair Housing outreach and education efforts have improved, and housing and human service agencies often relay where to access the laws regarding fair housing issues. DiscussionThe City is participating in a statewide collaborative effort to produce an Assessment of Fair Housing/Analysis of Impediments report in 2018 which will be in effect for a five-year period after its approval by HUD. A survey was distributed widely throughout the state which contained questions pertaining to knowledge of fair housing practices both for homeowners and renters. Having landlords become more aware of the Fair Housing laws and their responsibilities to their tenants continues to be encouraged. The City is striving to address obstacles to meeting underserved needs, fostering and maintaining affordable housing, removing barriers to affordable housing, developing institutional structures and enhancing coordination between public and private housing and social service agencies, and fostering public housing improvements and resident initiatives through interaction with agencies which were interviewed for the Five Year Consolidated Plan. Addressing these obstacles is explained in detail in several sections throughout this 2017/2018 CAPER Report.

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The City of Casper monitors the efforts and expenditures of every project by being on-site periodically during projects and through up-to-date project files and summaries which include photographs. Monitoring of projects is also performed through weekly review meetings, annual City audits, and HUD monitoring.

CDBG projects accomplished at LifeSteps Campus are overseen regularly by City Staff and daily by the Campus Property Management personnel to assure projects are done efficiently and are meeting all safety requirements. Annual reporting is required of any agency or program utilizing the Campus where federal funds have been expended.

Casper Area Transportation Coalition (CATC) was required to provide bi-annual and annual reports describing the population they assisted including numbers of riders, race/ethnicity, gender, elderly, disabled, and income levels. Full reports were required prior to being reimbursed for tickets and tokens for the subsidized ticket/token program reporting on who they served.

Qualifying recipients for home rehabilitation projects is thorough and well documented and includes: financial statements, annual tax documents, and a full application listing all persons living in the household and their income amounts and sources.

City Core, commercial building, and home building rehabilitation projects, must show the need for rehabilitation and meet all requirements. Davis Bacon, and environmental regulations are observed. Recommendations of hiring low-income, minority persons whenever possible from the local, surrounding area are made.

All approved projects are verified to be serving or benefitting low-income, elderly and/or disabled citizens without any preference to ability, race or ethnicity. Projects are contracted per proper procurement measures. Any projects involving Davis Bacon regulations are monitored, assuring all requirements are met, such as on-site interviews, verifying required posted materials are present and visible, and verifying wages on Certified Payrolls.

## **Citizen Participation Plan 91.105(d); 91.115(d)**

### **Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The City values public input in general, and also as an important factor of all reports required of the CDBG program. Citizens are notified of opportunities to comment on the Annual Action Plan (AAP), the Consolidated Annual Performance Evaluation Report (CAPER), the Five-Year Consolidated Plan, and any Amendments to an AAP. Efforts are made as described below to solicit participation from protected classes including racial/ethnic minorities, non-English speaking persons and persons with disabilities. All locations where documents are placed for public viewing and comments are fully accessible to any citizen including minorities, persons with disabilities, and alternate language options are offered. All public meeting locations are fully accessible to any citizen of any ability with alternate language options offered. Public Hearings in City Council Chambers are fully accessible to persons of any ability with alternate language options and hearing devices offered. Reasonable accommodations are offered upon notifying the CDBG Program Coordinator of the need for any of the above listed meetings or events.

The Citizen Participation Plan requirements are adhered to carefully and all required public comment periods are honored. Public meetings are held at locations where the people being directly affected by the topic being proposed may be most likely to attend including minorities, persons with disabilities and those requiring translation services. Notices are posted in the local newspaper meeting requirements set forth by HUD and in the City's Citizen Participation Plan for the CDBG Program. Notices of Public Meetings and the opportunities for Public Comment for the major Plans are advertised in the newspaper, on the City website and at five public locations: City Hall Community Development, Casper Housing Authority, Community Action Partnership of Natrona County, Natrona County Library, the Common Room/Dining Room in Building K on LifeSteps Campus.

The draft of this CAPER was advertised and available for Public Comment from 8/28/18-9/14/18. No comments were received that were not considered or responded to.

Presentations of reports requiring City Council approval or Public Hearings before the Council are advertised in the newspaper and included on the City website's Council Agenda page well in advance of the meetings occurring. The advertisement for the 2017-2018 CAPER's Public Hearing was published in a block ad on August 26, 2018 (Exhibit C) and in a legal ad on August 28, 2018 (Exhibit D). A Notice to Establish a Public Hearing was on the Agenda for Consent at the September 4, 2018 City Council meeting. The draft of the CAPER was presented with the announcement of the Public Hearing occurring at the City Council meeting on September 18, 2018. Any and all comments received at Public Hearings are incorporated into the final reports which are submitted to HUD.

The advertisements in the newspaper for the CAPER, included information in both English and Spanish and offered translation services and reasonable accommodations to be provided if requested, as well as the Wyoming Relay number, for English and Spanish speaking persons, that could be accessed for

persons with hearing impairment or to have the Public Hearing translated into another language. There is also a permanent plaque posted at the entrance to Council Chambers informing the public that hearing devices are available if needed upon request.

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The City of Casper has determined it is in the best interest of the City to disengage from and decline CDBG Entitlement Grant funds from the U.S. Department of Housing and Urban Development (HUD). The City of Casper requested an indefinite suspension in accepting the CDBG Entitlement Grant Allocation beginning with Program Year 2018. The City of Casper determined that the time expenditure of City Staff, extreme requirements of qualifying projects, and the reporting requirements are not balanced with the results that are realized by the City's citizens.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The City of Casper has determined it is in the best interest of the City to disengage from and decline CDBG Entitlement Grant funds from the U.S. Department of Housing and Urban Development (HUD). The City of Casper will not be accepting the CDBG Entitlement Grant Allocation for Program Year 2018. The City of Casper determined that the time expenditure of City Staff, extreme requirements of qualifying projects, and the reporting requirements are not balanced with the results that are realized by the City's citizens.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2017  
CASPER, WY

DATE: 08-03-18  
TIME: 13:01  
PAGE: 1

ATTACHMENT 1

**PART I: SUMMARY OF CDBG RESOURCES**

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	168,145.15
02 ENTITLEMENT GRANT	306,591.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	474,736.15

**PART II: SUMMARY OF CDBG EXPENDITURES**

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	92,514.98
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	92,514.98
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	61,164.00
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	153,678.98
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	321,057.17

**PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD**

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	92,514.98
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	92,514.98
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

**LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS**

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2017 PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITTING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

**PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS**

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	35,000.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	35,000.00
32 ENTITLEMENT GRANT	306,591.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	306,591.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	11.42%

**PART V: PLANNING AND ADMINISTRATION (PA) CAP**

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	61,164.00
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	61,164.00
42 ENTITLEMENT GRANT	306,591.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	306,591.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	19.95%



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2017  
CASPER, WY

DATE: 08-03-18  
TIME: 13:01  
PAGE: 2

**LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17**

Report returned no data.

**LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18**

Report returned no data.

**LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19**

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	2	321	6065882	Housing Initiatives	03C	LMC	\$567.50
2015	2	321	6083972	Housing Initiatives	03C	LMC	\$3,780.00
2015	2	321	6100282	Housing Initiatives	03C	LMC	\$621.23
2015	2	321	6119177	Housing Initiatives	03C	LMC	\$687.00
2015	2	321	6136275	Housing Initiatives	03C	LMC	\$4,307.50
2015	2	321	6157416	Housing Initiatives	03C	LMC	\$3,640.97
2016	3	328	6065882	LifeSteps Campus Care	03C	LMC	\$33,574.27
2017	3	338	6157416	LifeSteps Campus Care	03C	LMC	\$10,336.51
					<b>03C</b>	<b>Matrix Code</b>	<b>\$57,514.98</b>
2017	1	336	6128587	Transportation Assistance	05E	LMC	\$26,873.50
2017	1	336	6149172	Transportation Assistance	05E	LMC	\$8,126.50
					<b>05E</b>	<b>Matrix Code</b>	<b>\$35,000.00</b>
<b>Total</b>							<b>\$92,514.98</b>

**LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27**

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	1	336	6128587	Transportation Assistance	05E	LMC	\$26,873.50
2017	1	336	6149172	Transportation Assistance	05E	LMC	\$8,126.50
					<b>05E</b>	<b>Matrix Code</b>	<b>\$35,000.00</b>
<b>Total</b>							<b>\$35,000.00</b>

**LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37**

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	5	340	6083972	Program Administration	21A		\$17,395.89
2017	5	340	6091452	Program Administration	21A		\$5,795.26
2017	5	340	6100282	Program Administration	21A		\$7,862.35
2017	5	340	6106657	Program Administration	21A		\$2,915.31
2017	5	340	6119177	Program Administration	21A		\$9,113.29
2017	5	340	6128587	Program Administration	21A		\$5,137.56
2017	5	340	6136275	Program Administration	21A		\$5,912.43
2017	5	340	6149172	Program Administration	21A		\$6,683.46
2017	5	340	6157416	Program Administration	21A		\$348.45
					<b>21A</b>	<b>Matrix Code</b>	<b>\$61,164.00</b>
<b>Total</b>							<b>\$61,164.00</b>

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
PR 03 CDBG Activity Summary Report (GPR) for Program Year 2017  
CITY OF CASPER

## ATTACHMENT 2

**PGM Year:** 2008

**Project:** 0003 - CITY CORE REVITALIZATION ACTIVITIES

**IDIS Activity:** 257 - CITY CORE REVITALIZATION ACTIVITIES

**Status:** Completed 7/30/2018 12:00:00 AM

**Location:** 200 N David St Casper, WY 82601-1815

**Objective:** Create economic opportunities

**Outcome:** Affordability

**Matrix Code:** Clearance and Demolition (04)

**National Objective:** SBS

**Initial Funding Date:** 09/19/2008

**Description:**

FASCADE LOAN PROGRAM, SMALL BUSINESS DEVELOPMENT LOAN PRG, CLEARANCE AND DEMOLITION, TIPPING FEES, DUMPSTERS, ARCHITECT RETENTION PROGRAM, IN LMI NEIGHBORHOODS.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
	EN	Pre-2015		\$17,390.95	\$0.00	\$0.00
CDBG		2007	B07MC560001		\$0.00	\$17,390.95
	PI			\$8,745.87	\$0.00	\$8,745.87
<b>Total</b>	<b>Total</b>			<b>\$26,136.82</b>	<b>\$0.00</b>	<b>\$26,136.82</b>

**Proposed Accomplishments**

Housing Units : 10

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2008	Project provided tipping fees for two neighborhood cleanup activities and for property cleanup for redevelopment (4) units. two loans were given to	

**PGM Year:** 2014

**Project:** 0003 - LifeSteps Campus Care

**IDIS Activity:** 314 - LifeSteps Campus

**Status:** Completed 8/4/2017 12:00:00 AM

**Location:** 1514 E 12th St Casper, WY 82601-4084

**Objective:** Provide decent affordable housing

**Outcome:** Availability/accessibility

**Matrix Code:** Homeless Facilities (not operating

**National Objective:** LMC

**Initial Funding Date:** 08/27/2014

**Description:**



The City will use CDBG Entitlement Grant monies, also leveraged by a much larger amount of the City's General Fund, to support the operation and maintenance of the LifeSteps Campus. The Campus is owned by the City and provides a unique opportunity for many of Casper's social services to be located in one place. On the campus, which is managed by a local non-profit agency, there are the following services: Building B contains approximately 8 permanent low-income housing units and is managed by Wyoming Housing Network; Building E has the Healthcare for the Homeless Clinic and the Early Head Start Program; Building F also contains several Housing First housing units; Building H was upgraded in February 2014 including a lift inside the building and houses an on-site property manager; Building K houses a kitchen and dining common room.

#### Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
		Pre-2015		\$125,937.71	\$0.00	\$0.00
		2012	B12MC560001		\$0.00	\$64,672.25
CDBG	EN	2013	B13MC560001		\$0.00	\$46,853.13
		2014	B14MC560001		\$0.00	\$14,412.33
	PI			\$9,062.29	\$0.00	\$9,062.29
<b>Total</b>	<b>Total</b>			<b>\$135,000.00</b>	<b>\$0.00</b>	<b>\$135,000.00</b>

#### Proposed Accomplishments

Public Facilities : 360

#### Actual Accomplishments

##### Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	189	5
Black/African American:	0	0	0	0	0	0	5	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	6	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200</b>	<b>5</b>

Female-headed Households:

0 0 0

##### Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	200
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200</b>
Percent Low/Mod				100.0%

#### Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
-------	--------------------------	---------------

2014 The dishwasher in Building K had stopped working completely. The lowest and most responsible bid was awarded. Requested: new Hobart AM15  
**PGM Year:** 2014  
**Project:** 0004 - City Core Revitalization  
**IDIS Activity:** 317 - Clearance and Demolition

**Status:** Open **Objective:** Create suitable living environments  
**Location:** 1030 Saint John St Casper, WY 82601-1258 **Outcome:** Availability/accessibility  
**Matrix Code:** Clearance and Demolition (04) **National Objective:** SBS

**Initial Funding Date:** 08/27/2014

**Description:**

Clearance and demolition funds will facilitate redevelopment efforts through the removal of slum and blight.  
 All residential properties must be vacant before clearance and demolition progresses.  
 DEQ processes related to asbestos testing will be followed.  
 This activity allows for approximately 3 demolitions in conjunction with other redevelopment projects.  
 Redevelopment projects may be commercial, residential or mixed use.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
		Pre-2015		\$62,746.29	\$0.00	\$0.00
		2012	B12MC560001		\$0.00	\$16,431.26
CDBG	EN	2013	B13MC560001		\$0.00	\$11,010.07
		2014	B14MC560001		\$0.00	\$4,150.00
	PI			\$233.70	\$0.00	\$233.70
<b>Total</b>	<b>Total</b>			<b>\$62,979.99</b>	<b>\$0.00</b>	<b>\$31,825.03</b>

**Proposed Accomplishments**

Housing Units : 3

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2014	1/30/2015 The City completed the Mission Serve (previously World Changers) Activity #305 in PY13 due to the program ceasing and there being no	

**PGM Year:** 2015

**Project:** 0003 - LifeSteps Campus Care

**IDIS Activity:** 320 - LifeSteps Campus Care

**Status:** Completed 8/4/2017 12:00:00 AM **Objective:** Provide decent affordable housing  
**Location:** 1514 E 12th St Casper, WY 82601-4084 **Outcome:** Sustainability  
**Matrix Code:** Homeless Facilities (not operating) **National Objective:** LMC

**Initial Funding Date:** 10/22/2015

**Description:**

The City will use CDBG Entitlement Grant monies, also leveraged by a the City's General Fund, to support the operation and maintenance of the LifeSteps Campus.  
 The Campus is owned by the City and provides a unique opportunity for many of Casper's social services to be located in one place.  
 On the campus, which is managed by a local non-profit agency, there are the following services: Building B contains approximately 8 permanent low-income housing units and is managed by Wyoming Housing Network; Building C is home to a disabled adult program called All About Family; Building E has transitional housing units in addition to the Healthcare for the Homeless Clinic and the Early Head Start Program; Building F also contains several transitional housing units; Building H was upgraded in February 2014 including a lift inside the building and houses 2

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
		Pre-2015		\$359,452.97	\$0.00	\$0.00
CDBG	EN	2013	B13MC560001		\$0.00	\$231,722.61
		2014	B14MC560001		\$0.00	\$127,730.36
		2015	B15MC560001	\$81,899.28	\$0.00	\$81,899.28
	PI			\$231.13	\$0.00	\$231.13
<b>Total</b>	<b>Total</b>			<b>\$441,583.38</b>	<b>\$0.00</b>	<b>\$441,583.38</b>

**Proposed Accomplishments**

Public Facilities : 66

**Actual Accomplishments***Number assisted:*

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	887	105
Black/African American:	0	0	0	0	0	0	26	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	123	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,036</b>	<b>105</b>

Female-headed Households:

0 0 0

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	1,036
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	1,036
Percent Low/Mod				100.0%

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2015	Some funding for the Campus has been used for repairing the fire suppression system. The City hired a qualified company to do a Five-Year	
<b>PGM Year:</b>	2015	
<b>Project:</b>	0002 - Housing Rehabilitation Assistance Program	

IDIS Activity: 321 - Housing Initiatives

Status: Completed 6/18/2018 12:00:00 AM

Location: 200 N David St Casper, WY 82601-1815

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Homeless Facilities (not operating

National Objective: LMC

Initial Funding Date: 10/22/2015

**Description:**

The City intends to use CDBG funds for re-development of vacant properties into either homeless shelters (Matrix Code 03C) or market affordable rental housing (Matrix Code 14B) for a variety of tenants with low to moderate income, the working poor, senior, disabled, and others.

Tenants required to meet an income qualification will be income qualified through our HUD partners.

Prioritization will also be given to specific rehabilitation projects that address ADA compliance, safety issues such as fire suppression, energy-efficiency, and creation of public space.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC560001	\$45,000.00	\$13,604.20	\$45,000.00
<b>Total</b>	<b>Total</b>			<b>\$45,000.00</b>	<b>\$13,604.20</b>	<b>\$45,000.00</b>

**Proposed Accomplishments**

Public Facilities : 6

**Actual Accomplishments**

*Number assisted:*

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	1,099	74
Black/African American:	0	0	0	0	0	0	44	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	78	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	35	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,256</b>	<b>74</b>

Female-headed Households: 0 0 0

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	684
Low Mod	0	0	0	572
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,256</b>

Percent Low/Mod

100.0%

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>	
2017	This Activity funding has been expended in the last two years on LifeSteps campus addressing safety issues. In PY15, the major heating system		
<b>PGM Year:</b>	2015		
<b>Project:</b>	0004 - City Core Revitalization		
<b>IDIS Activity:</b>	324 - Matching Facade Grants.SBR		
<b>Status:</b>	Completed 8/4/2017 12:00:00 AM	<b>Objective:</b>	Create suitable living environments
<b>Location:</b>	234 W 1st St Casper, WY 82601-2492	<b>Outcome:</b>	Sustainability
		<b>Matrix Code:</b>	Rehab; Publicly or Privately-Owned
		<b>National Objective:</b>	SBR
<b>Initial Funding Date:</b>	03/18/2017		

**Description:**

The City-Core revitalization project will be a multi-year project providing small facade matching grants to encourage rehabilitation of building exteriors. An attractive facade will entice consumers to come inside, look around and hopefully spend money. The continuity of the look of the neighborhood is also conducive to its overall identity. A successful facade grant will may encourage additional employment opportunities by increasing the appeal and success of the business. The National Objective is to aid in the prevention or elimination of slum and blight in the Urban Renewal Area.

**Financing**

	<b>Fund Type</b>	<b>Grant Year</b>	<b>Grant</b>	<b>Funded Amount</b>	<b>Drawn In Program Year</b>	<b>Drawn Thru Program Year</b>
CDBG	EN	2015	B15MC560001	\$10,000.00	\$0.00	\$10,000.00
<b>Total</b>	<b>Total</b>			<b>\$10,000.00</b>	<b>\$0.00</b>	<b>\$10,000.00</b>

**Proposed Accomplishments**

Businesses : 1

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>	
2015	Buildings in the Urban Renewal Area are in much need of rehabilitation and repair to remove slum and blight, however, a new Urban Renewal		
<b>PGM Year:</b>	2015		
<b>Project:</b>	0004 - City Core Revitalization		
<b>IDIS Activity:</b>	326 - Matching Facade Grant/Residential Rehab		
<b>Status:</b>	Completed 3/5/2018 12:00:00 AM	<b>Objective:</b>	Create suitable living environments
<b>Location:</b>	544 E Yellowstone Hwy Casper, WY 82601-2609	<b>Outcome:</b>	Sustainability
		<b>Matrix Code:</b>	Rehab; Multi-Unit Residential (14B)
		<b>National Objective:</b>	LMH
<b>Initial Funding Date:</b>	10/22/2015		

**Description:**

The City-Core revitalization project will be a multi-year project providing small facade matching grants to encourage rehabilitation of building exteriors. An attractive facade will entice consumers to come inside, look around and hopefully spend money. The continuity of the look of the neighborhood is also conducive to its overall identity. A successful facade grant will may encourage additional employment opportunities by increasing the appeal and success of the business. The National Objective is to aid in the prevention or elimination of slum and blight on a spot basis.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC560001	\$10,000.00	\$0.00	\$10,000.00
<b>Total</b>	<b>Total</b>			<b>\$10,000.00</b>	<b>\$0.00</b>	<b>\$10,000.00</b>

**Proposed Accomplishments**

Housing Units : 1

**Actual Accomplishments**

<i>Number assisted:</i>	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	6	3	6	3	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>3</b>	<b>6</b>	<b>3</b>	<b>0</b>	<b>0</b>

Female-headed Households:	0	1	1
---------------------------	---	---	---

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	0	6	6	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	6	6	0
Percent Low/Mod		100.0%	100.0%	

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>
2015	A Matching Grant was awarded to a business outside of the Urban Renewal Area - Oil City Printers. They were able to install new windows for	
<b>PGM Year:</b>	2016	
<b>Project:</b>	0002 - Housing Rehabilitation Assistance Program	
<b>IDIS Activity:</b>	327 - Home Rehabilitation	

Status: Open

Location: 509 S Lincoln St Casper, WY 82601-3326

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 08/08/2016

**Description:**

To assist eligible low-moderate income homeowners with qualifying home rehabilitation or imminently needed repairs.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC560001	\$36,110.00	\$0.00	\$17,017.87
<b>Total</b>	<b>Total</b>			<b>\$36,110.00</b>	<b>\$0.00</b>	<b>\$17,017.87</b>

**Proposed Accomplishments**

Housing Units : 3

**Actual Accomplishments**

*Number assisted:*

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	3	0	0	0	3	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>

Female-headed Households: 2 0 2

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	3	0	3	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	3	0	3	0
Percent Low/Mod	100.0%		100.0%	

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2016	Homeowner called 5/11/16 requesting assistance for replacing an aged roof that was leaking. The homeowner completed an application for	

PGM Year: 2016

Project: 0003 - LifeSteps Campus Care

IDIS Activity: 328 - LifeSteps Campus Care

Status: Completed 8/4/2017 12:00:00 AM

Location: 1514 E 12th St Casper, WY 82601-4084

Objective: Provide decent affordable housing

Outcome: Availability/accessibility

Matrix Code: Homeless Facilities (not operating)

National Objective: LMC

Initial Funding Date: 08/08/2016

**Description:**

Funding will be allocated for necessary repairs and capital improvements to LifeSteps Campus, which houses a Housing First program, Health Care for the Homeless Clinic, Early Headstart program and several community service and social service agencies.

This is an older campus that is in need of repairs and rehabilitation in the common areas as well as in the public housing units and the Headstart classrooms.

All work to be performed will have quotes obtained or be put out for the public bidding process.

All regulations will be followed including any projects involving lead-based paint, asbestos management or necessitating Davis Bacon requirements.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
		Pre-2015		\$12,666.00	\$0.00	\$0.00
		2013	B13MC560001		\$0.00	(\$750.41)
CDBG	EN	2014	B14MC560001		\$0.00	\$13,416.41
		2016	B16MC560001	\$82,000.00	\$33,574.27	\$82,000.00
	PI			\$750.41	\$0.00	\$750.41
Total	Total			\$95,416.41	\$33,574.27	\$95,416.41

**Proposed Accomplishments**

Public Facilities : 20

**Actual Accomplishments**

**Number assisted:**

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	1,099	74
Black/African American:	0	0	0	0	0	0	44	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	78	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	35	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	1,256	74

Female-headed Households:

0 0 0

**Income Category:**



	Owner	Renter	Total	Person
Extremely Low	0	0	0	1,256
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	1,256
Percent Low/Mod				100.0%

#### Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
-------	--------------------------	---------------

2016 The Fire Suppression system in buildings C and E was determined to be in a poor state and in danger of failing if it was activated. A 5-Year

PGM Year: 2016

Project: 0001 - Transportation Subsidies

IDIS Activity: 329 - Transportation Assistance

Status: Completed 8/4/2017 12:00:00 AM

Location: 200 N David St Casper, WY 82601-1815

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Transportation Services (05E)

National Objective: LMC

Initial Funding Date: 08/08/2016

#### Description:

This activity makes transit services on the City's public transportation systems (CATC) affordable and available to low-moderate income persons, especially elderly persons and persons with disabilities by subsidizing the costs of tickets and tokens.

Providing recipients reliable transportation to employment, education, medical services, shopping and social activities.

Transit options available are the fixed route service, The Bus, or the dial-a-ride service, CATC.

#### Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC560001	\$35,000.00	\$0.00	\$35,000.00
<b>Total</b>	<b>Total</b>			<b>\$35,000.00</b>	<b>\$0.00</b>	<b>\$35,000.00</b>

#### Proposed Accomplishments

People (General) : 400

#### Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	770	69
Black/African American:	0	0	0	0	0	0	48	0
Asian:	0	0	0	0	0	0	5	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	97	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0

Other multi-racial:	0	0	0	0	0	0	41	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>961</b>	<b>69</b>

Female-headed Households: 0 0 0

#### Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	932
Low Mod	0	0	0	26
Moderate	0	0	0	3
Non Low Moderate	0	0	0	0
Total	0	0	0	961
Percent Low/Mod				100.0%

#### Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
-------	--------------------------	---------------

2016 The transportation assistance program this year has provided subsidized public transportation for the following: TRIP TOKENS - General

PGM Year: 2016

Project: 0005 - City Core Revitalization

IDIS Activity: 330 - Matching Facade Grants.SBR

Status: Open

Location: 701 W Yellowstone Hwy Casper, WY 82601-1731

Objective: Create economic opportunities

Outcome: Sustainability

Matrix Code: Rehab; Publicly or Privately-Owned

National Objective: SBR

Initial Funding Date: 08/08/2016

#### Description:

The City-Core revitalization project will be a multi-year project providing small facade matching grants to encourage rehabilitation of building exteriors.

An attractive facade will entice consumers to come inside, look around and hopefully spend money.

The continuity of the look of the neighborhood is also conducive to its overall identity.

A successful facade grant will may encourage additional employment opportunities by increasing the appeal and success of the business.

The National Objective is to aid in the prevention or elimination of slum and blight in the Urban Renewal Area.

#### Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
		Pre-2015		\$40,719.59	\$0.00	\$0.00
CDBG	EN	2014 B14MC560001			\$0.00	\$40,000.00
		2016 B16MC560001		\$30,000.00	\$0.00	\$0.00
<b>Total</b>	<b>Total</b>			<b>\$70,719.59</b>	<b>\$0.00</b>	<b>\$40,000.00</b>

#### Proposed Accomplishments

Businesses : 3

#### Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
-------	--------------------------	---------------

2016 The City was able to resume the Matching Facade Grant Program this year and four projects were completed. The first project was completed at  
**PGM Year:** 2016  
**Project:** 0004 - Sidewalk Improvements  
**IDIS Activity:** 331 - Sidewalk Improvement

**Status:** Open **Objective:** Create suitable living environments  
**Location:** 140 E K St Casper, WY 82601-1011 **Outcome:** Availability/accessibility  
**Matrix Code:** Sidewalks (03L) **National Objective:** LMC

**Initial Funding Date:** 08/08/2016

**Description:**

Sidewalks that are determined to be a hazard to citizens in low income census tract will be repaired or replaced to provide safe areas to traverse.  
 Damaged or deteriorated sidewalks are an impediment to citizens and can cause an extreme challenge to a disabled resident.  
 Entry up to and into the building will be improved with this Activity funding for citizens with or without mobility difficulties.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC560001	\$40,000.00	\$0.00	\$0.00
<b>Total</b>	<b>Total</b>			<b>\$40,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Proposed Accomplishments**

Public Facilities : 20,000

**Actual Accomplishments**

*Number assisted:*

	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Female-headed Households: 0 0 0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	0	0	0	0

Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

#### Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	This project will take place at The Landing, a new Veterans Center located in an old school building which is on the National Historic Register. The	
PGM Year:	2016	
Project:	0002 - Housing Rehabilitation Assistance Program	
IDIS Activity:	333 - Emergency Repairs	

Status: Completed 9/11/2017 12:00:00 AM Objective: Create suitable living environments  
Location: 707 N Jefferson St Casper, WY 82601-1413 Outcome: Sustainability  
Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

Initial Funding Date: 08/08/2016

#### Description:

To assist eligible homeowners with imminent repairs such as: replacing a water heater, repairing or replacing leaking or failing plumbing, replacing dangerous electrical components, replacing a furnace in cold winter months or repairing damage to the home from a fallen tree.  
An activity categorized as emergency repair is the result of more imminent need and will be scheduled as soon as possible by the first available qualified contractor after verifying income eligibility of the homeowner.

#### Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC560001	\$6,858.00	\$0.00	\$6,858.00
<b>Total</b>	<b>Total</b>			<b>\$6,858.00</b>	<b>\$0.00</b>	<b>\$6,858.00</b>

#### Proposed Accomplishments

Housing Units : 2

#### Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	2	0	0	0	2	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

Female-headed Households:	2	0	2
---------------------------	---	---	---

	Owner	Renter	Total	Person
Extremely Low	2	0	2	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	2	0	2	0
Percent Low/Mod	100.0%		100.0%	

Years	Accomplishment Narrative	# Benefitting
-------	--------------------------	---------------

**IDIS Activity:** 336 - Transportation Assistance

National Objective: LMC

Transit options available are the fixed route service, The Bus, or the dial-a-ride service, CATC.

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC560001	\$35,000.00	\$35,000.00	\$35,000.00
<b>Total</b>	<b>Total</b>			<b>\$35,000.00</b>	<b>\$35,000.00</b>	<b>\$35,000.00</b>

### Actual Accomplishments

Owner		Renter		Total		Person	
Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
0	0	0	0	0	0	783	75
0	0	0	0	0	0	54	0
0	0	0	0	0	0	6	0
0	0	0	0	0	0	66	0

Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	3	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>912</b>	<b>75</b>

Female-headed Households: 0 0 0

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	905
Low Mod	0	0	0	6
Moderate	0	0	0	1
Non Low Moderate	0	0	0	0
Total	0	0	0	912
Percent Low/Mod				100.0%

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2017	Mid-Year Program Reports are required to be submitted from all agencies receiving tickets or tokens for the subsidized transportation assistance	
<b>PGM Year:</b>	2017	
<b>Project:</b>	0002 - Home Rehabilitation	
<b>IDIS Activity:</b>	337 - Home Rehabilitation	

Status: Open Objective: Create suitable living environments  
Location: 200 N David St Casper, WY 82601-1815 Outcome: Sustainability  
Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

Initial Funding Date: 02/20/2018

**Description:**

To assist qualifying low to moderate income, owner occupied homeowners, with basic rehabilitation projects which may include repair or replacement of: roof, gutter, window(s), entry doors, exterior paint, electrical issues which pose a danger to the occupant, plumbing issues which pose a health threat or are causing damage to the home, and/or other such issues which would improve the home from a sub-standard condition to standard.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017 B17MC560001		\$25,427.00	\$0.00	\$0.00
<b>Total</b>	<b>Total</b>			<b>\$25,427.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Proposed Accomplishments**

Housing Units : 3

## Actual Accomplishments

### Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Female-headed Households:	0		0		0			

### Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

## Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

**PGM Year:** 2017

**Project:** 0003 - LifeSteps Campus Care

**IDIS Activity:** 338 - LifeSteps Campus Care

**Status:** Open

**Location:** 1514 E 12th St Casper, WY 82601-4084

**Objective:** Create suitable living environments

**Outcome:** Sustainability

**Matrix Code:** Homeless Facilities (not operating

**National Objective:** LMC

Initial Funding Date: 01/15/2018

**Description:**

Funding will be allocated for necessary repairs and capital improvements to LifeSteps Campus, which houses a Housing First program, Health Care for the Homeless Clinic and several community service and social service agencies.

This is an older campus that is in need of repairs and rehabilitation in the common areas as well as in the public housing units.

All work to be performed will have quotes obtained or be put out for the public bidding process.

All regulations will be followed including any projects involving lead-based paint, asbestos management or necessitating Davis Bacon requirements.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$32,609.05	\$0.00	\$0.00
		2017 B17MC560001		\$175,000.00	\$10,336.51	\$10,336.51
<b>Total</b>	<b>Total</b>			<b>\$207,609.05</b>	<b>\$10,336.51</b>	<b>\$10,336.51</b>

**Proposed Accomplishments**

Public Facilities : 600

**Actual Accomplishments**

*Number assisted:*

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	2,048	128
Black/African American:	0	0	0	0	0	0	85	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	67	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	18	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,218</b>	<b>128</b>

Female-headed Households: 0 0 0

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	1,954
Low Mod	0	0	0	264
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	2,218
Percent Low/Mod				100.0%

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
-------	--------------------------	---------------



2017 The second phase of the fire suppression system replacement had the initial design work performed this Program Year. This phase of the system  
**PGM Year:** 2017  
**Project:** 0004 - City Core Revitalization  
**IDIS Activity:** 339 - Matching Facade Grants

**Status:** Open  
**Location:** 200 N David St Casper, WY 82601-1815  
**Objective:** Create economic opportunities  
**Outcome:** Sustainability  
**Matrix Code:** Rehab; Publicly or Privately-Owned  
**National Objective:** SBR

**Initial Funding Date:** 02/20/2018

**Description:**

The City-Core revitalization project will be a multi-year project providing small facade matching grants to encourage rehabilitation of building exteriors. An attractive facade will entice consumers to come inside, look around and hopefully spend money. The continuity of the look of the neighborhood is also conducive to its overall identity. A successful facade grant will may encourage additional employment opportunities by increasing the appeal and success of the business. The National Objective is to aid in the prevention or elimination of slum and blight in the Urban Renewal Area.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC560001	\$10,000.00	\$0.00	\$0.00
<b>Total</b>	<b>Total</b>			<b>\$10,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Proposed Accomplishments**

Businesses : 1

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.

**PGM Year:** 2017  
**Project:** 0005 - Program Administration  
**IDIS Activity:** 340 - Program Administration

**Status:** Completed 6/18/2018 12:00:00 AM  
**Location:** ,  
**Objective:**  
**Outcome:**  
**Matrix Code:** General Program Administration (21A)  
**National Objective:**

**Initial Funding Date:** 09/29/2017

**Description:**

Administration of the program which includes but is not limited to: Oversight of the CDBG Program by submitting accurate, required reports in a timely manner, Writing Activity Narratives for projects, taking applications, doing on-site visits, verifying eligibility of clients requesting assistance, advertising legal and block ads, Program training travel and supplies, assisting with drawdowns and verifying accuracy, performing Grant reconciliation with City accounts.

#### Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC560001	\$61,164.00	\$61,164.00	\$61,164.00
<b>Total</b>	<b>Total</b>			<b>\$61,164.00</b>	<b>\$61,164.00</b>	<b>\$61,164.00</b>

#### Proposed Accomplishments

#### Actual Accomplishments

	Owner		Renter		Total		Person	
<i>Number assisted:</i>	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Female-headed Households:					0			

#### Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Percent Low/Mod				

#### Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

---

Total Funded Amount:	\$1,354,004.24
Total Drawn Thru Program Year:	\$1,000,338.02
Total Drawn In Program Year:	\$153,678.98

---

PR03 - CASPER

Page: 1 of 1

### **PUBLIC NOTICE PUBLIC COMMENTS SOUGHT PUBLIC HEARING TO BE HELD**

The City of Casper Fiscal Year 2017/2018 Consolidated Annual Performance and Evaluation Report (CAPER) has been prepared to meet statutory performance requirements for the expenditures and use of Community Development Block Grant (CDBG) funds. A draft will be available for public review and comments for fifteen business days beginning August 28, 2018 and ending at 5 PM, September 14, 2018. The City of Casper is a recipient of Entitlement Grant funding from the U.S. Department of Housing and Urban Development. Copies of the draft CAPER report will be available for public review at the following locations: Copias del proyecto de informe estarán disponibles para revisión del público en los siguientes lugares:

- Housing & Community Development, Rm 203, City Hall, 200 N. David Street
- Casper Housing Authority, 145 N. Durbin Street
- Community Action Partnership of Natrona County, 800 Werner Court, Ste. 201
- LifeSteps Campus, Building K, 1514 E. 12<sup>th</sup> Street
- Natrona County Public Library, Second Floor Reference Desk, 307 East 2<sup>nd</sup> Street
- Electronically at the City of Casper website, [www.casperwy.gov](http://www.casperwy.gov)

City Council will conduct a public hearing on the CAPER on Tuesday, September 18, 2018 at 6:00 PM in Council Chambers at City Hall, 200 North David Street, Casper WY, to review the use of City of Casper CDBG Entitlement Funds for 2017-2018. City Hall and the Council Chambers are fully accessible to persons of any ability. City Council meetings are broadcast live on local government channel 192.

Comments should be directed to Joy Clark in the Housing & Community Development Office, by calling (307) 235-8241, fax, (307) 235-8362, or email to [jclark@casperwy.gov](mailto:jclark@casperwy.gov). Written and oral public comments provided during the comment period will be summarized in the final Report which may be accessed after September 30, 2018 at [www.casperwy.gov](http://www.casperwy.gov) or at the Housing and Community Development office.

**People requiring reasonable accommodations including language interpreters should contact Joy Clark. Personas que requieren un formato especial, asistencia o alojamiento no deben contactar a Joy Clark para solicitar formatos alternativos. Hearing impaired individuals may contact Wyoming Relay 1-800-877-9965 for assistance to participate in the CAPER Public Hearing. Spanish-Language Service (Servicio en Español) 1-800-829-2783.**

PUBLISH:

*Casper Star Tribune*

Block Ad August 26, 2018

Legal Ad August 28, 2018

ORDINANCE NO.16-18

AN ORDINANCE APPROVING A ZONE CHANGE OF LOTS 1 THROUGH 8 INCLUSIVE, BLOCK 1 NORTH BURLINGTON ADDITION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone the above described lots, commonly referred to as 143, 145, 159 and 169 West K Street, from zoning classification R-3 (One to Four Unit Residential) to R-5 (Mixed Residential); and,

WHEREAS, after a public hearing on July 19, 2018, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change should be approved.

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

SECTION 1:

Lots 1 through 8 inclusive, Block 1, North Burlington Addition, are hereby rezoned from R-3 (One to Four Unit Residential) to R-5 (Mixed Residential).

SECTION 2:

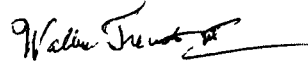
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 4<sup>th</sup> day of September, 2018.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2018.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


---


Fleur D. Tremel  
City Clerk

---

Ray Pacheco  
Mayor

August 20, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Director  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing Amendment No. 1 to the Contract for Professional Services with CH2M HILL Engineers, Inc., in the Amount of \$93,811.00, for Engineering Services and Warranty Inspections for the Sam H. Hobbs Wastewater Treatment Plant Motor Control Center Replacement Project, No. 17-081.

Meeting Type & Date:  
Regular Council Meeting  
September 18, 2018

Action Type:  
Resolution

Recommendation:  
That Council, by resolution, authorize Amendment No. 1 to the contract for professional services with CH2M HILL Engineers, Inc., (CH2M), in the amount of \$93,811.00, for engineering services and warranty inspection for the Sam H. Hobbs Wastewater Treatment Plant (WWTP) Motor Control Center (MCC) Replacement Project, No. 17-081.

Summary:  
A 2011 electrical study, performed by ARCADIS U.S., Inc., for the WWTP facility showed that many of the MCC's serving major plant equipment had, or would soon, exceed their remaining useful life based on the equipment's age and operating condition. To address this issue, CH2M has been contracted to perform engineering, design, bidding, construction administration and warranty inspections for a price of \$236,732.

During the initial field verification following the initial design meeting for the project, potential code issues were discovered at the WWTP regarding National Fire Protection Association Code 820 (NFPA 820) in regard to existing equipment located in classified spaces. Previous MCC WWTP construction occurred in the 1980's, and since then, NFPA 820 has been revised with more stringent requirements. Due to these issues, additional architectural and mechanical improvements are required to comply with the current codes in the following WWTP areas: Primary Sludge Pump Station Building; Headworks Building; Digester Boiler Room Electrical Room; and Thickened Sludge Pump Station.

City Staff has reviewed CH2M's proposal and costs for Amendment No. 1 work and recommends award of Amendment No. 1 for a price increase of \$93,811.

Financial Considerations

Funding for this project will be from WWTP Reserves.

Oversight/Project Responsibility

Alex Sveda, Associate Engineer

Attachments

Resolution

Amendment No. 1

Exhibit "A"



**AMENDMENT NO. 1 TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the following parties:

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

2. CH2M HILL Engineers, Inc. (Consultant), 200 East 7th Street, Suite 314, Loveland, Colorado 80537.

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

**RECITALS**

A. On the 6<sup>th</sup> day of February, 2018, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for a project to replace existing motor control centers (“MCC”) serving major plant equipment at the Sam H. Hobbs Waste Water Treatment Plant (“WWTP”).

B. Additional professional services are required for design, engineering, bidding, construction administration and warranty inspection in relation to building and fire department code improvements for the project.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

**1. INCORPORATION OF RECITALS**

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment.

**2. AMENDMENT TO PART 1, SECTION 1, SCOPE OF SERVICES**

**Add the following:** “The Consultant shall perform building and fire department code improvements in connection with and respecting the project as provided in Exhibit “A”, Page 1 of 5 to Page 5 of 5, dated August 16, 2018, which is attached hereto and made a part of this Amendment.”

### **3. AMENDMENT TO PART 1, SECTION 2, TIME OF PERFORMANCE**

The section beginning with “The services of Consultant shall be undertaken and completed on or before the 30th day of April, 2019” is deleted in its entirety and replaced with the following:

“The services of Consultant shall be undertaken and completed on or before the 31st day of January, 2020.”

### **4. AMENDMENT TO PART 1, SECTION 3, COMPENSATION**

The section beginning with “In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed Two Hundred Thirty-Six Thousand Seven Hundred Thirty-Two and 00/100 Dollars (\$236,732.00)” is deleted in its entirety and replaced with the following:

“In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed Three Hundred Thirty Thousand Five Hundred Forty-Three and 00/100 Dollars (\$330,543.00).”

### **5. RATIFICATION**

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

**-----THIS SPACE INTENTIONALLY LEFT BLANK-----**

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

APPROVED AS TO FORM

Walter Truett

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
City Clerk

Ray Pacheco  
Mayor

WITNESS

CONSULTANT  
CH2M HILL Engineers, Inc.

By: Kyle Snider  
Printed Name: KYLE SNIDER  
Title: PROJECT MANAGER

By: Albert Paquet  
Printed Name: Albert Paquet  
Title: Designated Manager



**CH2M HILL**  
200 East 7<sup>th</sup> Street  
Suite 314  
Loveland, CO 80537  
**Phone: 720.286.6024**

August 16, 2018

Alex Sveda  
City of Casper  
City Hall  
200 North David  
Casper, WY 82601

Subject: MCC Replacements Project Additional Design and Construction Services – Amendment 1

Dear Alex:

The purpose of this letter is to present a scope and fee proposal for additional design and construction services for the MCC Replacements Project (Project) at the Sam H. Hobbs Wastewater Treatment Plant (WWTP). During the initial field verification following the kickoff meeting for the Project, potential code issues were discovered at the WWTP regarding National Fire Protection Association Code 820 in regard to existing equipment located in classified spaces. CH2M HILL Engineers, Inc. (CH2M) reviewed the applicable sections of the code and developed potential solutions for the code issues. A memo was written to summarize the issues and potential solutions and a meeting was held with City Building and Fire Department staff to discuss the memo. Following the meeting, CH2M revised the memo twice to update the information based on additional discussions with City staff. This investigative work and subsequent design outcomes are out of scope items for the existing Contract for Professional Services dated February 6, 2018.

Based on code interpretations by the Building and Fire Departments conducted in June 2018, appropriate solutions are required to be designed. There are four electrical rooms at the WWTP that have been identified for architectural and mechanical improvements to comply with the code interpretations. Details of the additional engineering services for the additional required improvements are detailed below. The additional services as detailed below and on Attachments 1 and 2 to this letter will be added to the services defined in the Contract for Professional Services (Contract) in Paragraphs 1.A.8, and Exhibit A pages 3, 4, and 5 as applicable.

- **Primary Sludge Pump Station Building.** CH2M will perform detailed design for the demolition of the existing roof fan and procurement and installation of a new roof fan. It is assumed that no new penetrations into the building will be required. CH2M will also design new makeup air unit improvements to be located south of building as well as the demolition of the existing gas-fired unit heater.
- **Headworks Building.** The existing generator is to be removed from the Generator Room in another contract and no HVAC changes will be designed by CH2M for this room. CH2M will perform detailed design to seal off the interior doorway at the Lower Level to the Generator Room with masonry. For the Upper Level, CH2M will perform detailed design to seal off both interior doorways into process areas with masonry, add an electric unit heater to serve the Electrical Room, add conduit sealoffs for the Electrical

CITY OF CASPER  
AUGUST 16, 2018

Room, and move the controls from the Headworks PLC Cabinet in the Electrical Room into the Screening Room (within a rated panel near the stairwell handrail) to reduce the need for going between the two spaces which will be a bit more inconvenient without the interior doors.

- Digester Boiler Room Electrical Room. CH2M will perform detailed design to seal off the interior door with masonry and add conduit sealoffs for the Electrical Room.
- Thickened Sludge Pump Station. CH2M will perform detailed design to add an interior masonry wall around the electrical gear to form a separate Electrical Room, add a new exterior door to access the Electrical Room, add conduit sealoffs for the Electrical Room, and add a cooling system system to cool the electrical equipment.
- City Manager Carter Napier requested that CH2M provide a cost estimate for upgrading the lights, junction boxes, receptacles, switches, and HVAC in the Headworks Building process areas to meet current codes.

The additional design drawings and specifications anticipated for the additional services are listed in Attachment 1.

The anticipated revised Project schedule is as follows.

Notice to Proceed – Week of September 17, 2018

90 Percent Design Documents Completed – Week of November 5, 2018

90 Percent Design Review Meeting – Week of November 19, 2018

100 Percent Design Documents Completed – Week of December 10, 2018

WDEQ Review Complete – Week of February 4, 2019

Bid Period Start – Week of February 18, 2019

Bid Opening – Week of March 11, 2019

Construction Notice to Proceed – Week of April 22, 2019

Construction Substantial Completion – Week of January 31, 2020

The fee proposal for the additional services is shown in Attachment 2. Bid and construction services per original scope will be expanded to cover the additional scope with the level of effort assumed as documented in Attachment 2. The total proposed fee for the additional services is \$93,811. We would propose to amend Paragraph 3 of the Contract with the following amounts.


Original Contract Amount:	\$ 236,732
Amendment No. 1 Amount:	<u>\$ 93,811</u>
Revised Contract Amount:	\$ 330,543

CITY OF CASPER  
AUGUST 16, 2018

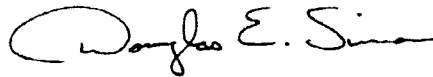
It is anticipated that the services will be provided as an Amendment against the Contract for Professional Services dated February 6, 2018. We request that the Time of Performance in Paragraph 2 of the Contract be extended to February 29, 2020 to allow for the design and construction of the proposed improvements. We look forward to the opportunity to continue to assist the City of Casper and its staff on this project. If you have any questions, please feel free to call Kile Snider at 720-286-6024.

Sincerely,

CH2M HILL Engineers, Inc.



Kile E. Snider, P.E.  
Project Manager



Douglas E. Simon  
Vice President

Enclosures:

Attachment 1 - Additional Design Drawings and Specifications

Attachment 2 - CH2M Fee proposal for Amendment 1

## ATTACHMENT 1

### Amendment 1 - Additional Design Drawings and Specifications

#### Drawings:

ARCHITECTURAL - HEADWORKS LOWER LEVEL PLAN  
ARCHITECTURAL - HEADWORKS UPPER LEVEL PLAN  
ARCHITECTURAL - BOILER ROOM ELECTRICAL ROOM PLAN  
ARCHITECTURAL - THICKENED SLUDGE PUMP STATION PLAN  
ARCHITECTURAL - SECTIONS AND DETAILS  
HVAC - PRIMARY SLUDGE PUMP STATION LOWER LEVEL  
HVAC - PRIMARY SLUDGE PUMP STATION UPPER LEVEL  
HVAC - PRIMARY SLUDGE PUMP STATION AIRFLOW DIAGRAM  
HVAC - HEADWORKS ELECTRICAL ROOM  
HVAC - HEADWORKS ELECTRICAL ROOM ROOF  
HVAC - SCHEDULES  
HVAC - DETAILS  
HVAC - THICKENED SLUDGE PUMP STATION LOWER LEVEL  
HVAC - THICKENED SLUDGE PUMP STATION UPPER LEVEL

#### Specifications:

04 22 00	CONCRETE UNIT MASONRY
07 92 00	JOINT SEALANTS
08 11 00	METAL DOORS AND FRAMES
09 90 00	PAINTING AND COATING
23 05 93	TESTING ADJUSTING AND BALANCING
23 07 00	HVAC INSULATION
23 23 00	REFRIGERANT PIPING
23 31 13	METAL DUCTS AND ACCESSORIES
23 34 00	HVAC FANS
23 37 00	AIR OUTLETS AND INLETS
23 77 00	AIR HANDLING UNITS
23 82 00	TERMINAL HEATING AND COOLING UNITS

## Attachment 2

## Detailed Fee Proposal - City of Casper WWTP MCC Replacement Project - Amendment 1

Task Description	Kyle Snider, Project Manager	Jim Landman, Lead Electrical Engineer	Skyler Flaska, CAD Designer	Scott Hoffman, HVAC Engineer	Andrew Spencer, HVAC Support	Mark Powell, Architect	Frank Costanzo, Cost Estimator	Holly Williamson, Specifications	Office/Administration	Labor Hours	CH2M HILL Labor	CEPI Labor and Expense	CH2M Expenses <sup>3</sup>	Total
2018 Rate <sup>1</sup>	\$227.76	\$226.60	\$89.43	\$134.28	\$84.00	\$189.00	\$226.60	\$74.64	\$98.04					
2019 Rate <sup>1</sup>	\$234.59	\$233.40	\$92.11	\$138.31	\$86.52	\$194.67	\$233.40	\$76.88	\$100.98					
<b>Task 1 - Design Meetings</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>28</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>74</b>	<b>\$13,171</b>	<b>\$0</b>	<b>\$1,550</b>	<b>\$14,721</b>
01.01 Initial Mtg with Fire and Building Depts				8						8			\$300	
01.02 Design Concept Mtg (90% Original Scope Mtg)				8		8				16			\$500	
01.03 90% Design Meeting (new scope)	8	8		8		8				32			\$750	
01.04 Internal Team Meetings	4	4	2	4		4				18			\$0	
<b>Task 2 - Improvements Design</b>	<b>24</b>	<b>44</b>	<b>100</b>	<b>150</b>	<b>8</b>	<b>53</b>	<b>16</b>	<b>22</b>	<b>0</b>	<b>417</b>	<b>\$60,478</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,478</b>
02.01 Investigation	12	24		60	8	7				111			\$0	
02.02 90% Design	6	8	80	64		36		16		210				
02.03 100% Design		4	20	16		4		6		50			\$0	
02.04 Cost Estimate	2	4		6		2	16			30			\$0	
02.05 QA/QC	4	4		4		4				16				
<b>Task 3 - Bidding Services</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>\$1,749</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,749</b>
03.01 Questions and Clarifications	2			2		2				6			\$0	
03.02 Advertisement										0				
03.03 Addenda				2		2				4			\$0	
03.04 Pre-bid Meeting										0			\$0	
03.05 Bid Review and Award										0			\$0	
<b>Task 4 - Services During Construction</b>	<b>0</b>	<b>12</b>	<b>8</b>	<b>28</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>62</b>	<b>\$10,136</b>	<b>\$3,500</b>	<b>\$425</b>	<b>\$14,061</b>
<b>Task 4.1 - Meetings</b>										0				
04.01 Pre-Construction Conference										0			\$0	
04.02 Progress Meetings				2						2			\$0	
<b>Task 4.2 - Submittal Review</b>		8		12		8				28			\$0	
<b>Task 4.3 - RFIs and Change Orders</b>										0				
43.01 Requests for Information		4		4		4				12		\$500	\$25	
43.02 Change Orders										0				
<b>Task 4.4 - Construction Observations</b>										0				
44.01 Design Team Site Visits										0				
44.02 Resident Project Representative										0		\$2,000	\$100	
44.03 Pay Requests										0		\$500	\$25	
44.04 Warranty Service										0		\$500	\$25	
44.05 Final Inspection				8						8			\$250	
<b>Task 4.5 - Record Drawings</b>			8	2		2				12			\$0	
<b>Task 5 - Project Management</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>18</b>	<b>\$2,802</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,802</b>
05.80 Project Mgmt	8								2	10				
05.81 Project Administration and Accounting									8	8				
05.90 Health and Safety										0				
<b>Project Total</b>	<b>46</b>	<b>68</b>	<b>110</b>	<b>210</b>	<b>8</b>	<b>91</b>	<b>16</b>	<b>22</b>	<b>10</b>	<b>581</b>	<b>\$88,336</b>	<b>\$3,500</b>	<b>\$1,975</b>	<b>\$93,811</b>

<sup>1</sup> Hourly rates are valid through December 31, 2018.<sup>2</sup> Hourly rates are valid through December 31, 2019.<sup>3</sup> Expenses include 5% markup on CEPI invoices to CH2M.



RESOLUTION NO.18-197

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH CH2M HILL ENGINEERS, INC. FOR THE SAM H. HOBBS WWTP MCC REPLACEMENT, PROJECT 17-081.

WHEREAS, CH2M Hill Engineers, Inc. ("Consultant"), under a Contract for Professional Services dated February 6, 2018, is providing engineering services for the Sam H. Hobbs Wastewater Treatment Plant ("WWTP") Motor Control Center ("MCC") Replacement, Project 17-081; and,

WHEREAS, additional engineering services outside the original scope of work are required for building and fire department code improvements in relation to the work; and,

WHEREAS, the City of Casper desires to extend the scope of work with Consultant, to provide these additional services; and,

WHEREAS, Consultant is able and willing to provide those services as specified in Amendment No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the Contract for Professional Services between the City of Casper and Consultant, for additional professional services associated with the Sam H. Hobbs WWTP MCC Replacement, Project 17-081, in the amount of Ninety-Three Thousand Eight Hundred Eleven Dollars (\$93,811.00).

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 additional amount not to exceed Ninety-Three Thousand Eight Hundred Eleven Dollars (\$93,811.00), for a total contract amount not-to-exceed Three Hundred Thirty Thousand Five Hundred Forty-Three and 00/100 Dollars (\$330,543.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

August 24, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director  
Liz Becher, Planning and Community Development Director  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Western States Fire Protection, in the amount of \$284,028, with a deduct Change Order No. 1 in the amount of \$46,788, for a total Contract price of \$237,240, for the Life Steps Campus Building 'F' Fire Suppression and Campus Fire Alarm System Replacement Project, Project No. 18-025.

Meeting Type & Date:  
Regular Council Meeting  
September 18, 2018

Action Type:  
Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Western States Fire Protection (WSFP) in the amount of \$284,028. Furthermore, it is recommended that Council authorize deduct Change Order No. 1 in the amount of \$46,788, for a total contract price of \$237,240, with a construction contingency in the amount of \$12,500, for a total project amount of \$249,740, for the Life Steps Campus Building 'F' Fire Suppression and Campus Fire Alarm System Replacement Project, Project No. 18-025.

Summary:

On Tuesday, July 17, 2018, two (2) bids were received for the Life Steps Campus Building 'F' Fire Suppression and Campus Fire Alarm System Replacement Project, Project No. 18-025. The project consists of a new fire suppression system for Life Steps Building 'F' and a Life Steps Campus-wide Fire Alarm System replacement. The bids received for this work were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>WSFP</b>	<b>Rapid City, South Dakota</b>	<b>\$284,228</b>
Rapid Fire Protection, Inc.	Cheyenne, Wyoming	\$297,940

In order to bring the project within budget, price negotiations were made with WSFP to value engineer the original design. The value engineering items included removing the alarm system work for Life Steps Campus Buildings 'B', 'D', and 'H'. These value engineering items resulted in reduction of \$46,988, as described in Change Order No. 1, for a revised contract amount of \$237,240.

Engineering Design Associates (EDA) has been hired by the City for design and construction administration of the work. EDA and City staff recommend award of the project to WSFP.

Financial Considerations:

Funding for this project will be from a Community Development Block Grant for the Life Steps Campus.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution

Agreement

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," Western States Fire Protection, Co., 2319 North Plaza Drive, Suite #1, Rapid City, South Dakota, hereinafter referred to as the "Contractor".

WHEREAS, the City of Casper desires to remove and replace the existing fire suppression in the existing building 'F' and fire alarm systems at the Life Steps Campus in Casper, Wyoming, with systems that comply with current NFPA codes; and,

WHEREAS, Western States Fire Protection, Co., is able and willing to provide those services specified as the Life Steps Campus Building 'F' Fire Suppression and Campus Fire Alarm System Replacement Project, Project No. 18-025.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Lifesteps Campus Buildings 'F' Fire Suppression and Campus Fire Alarm System Replacement Project, Project No. 18-025, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by the Engineering Design Associates 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 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 **January 18, 2019** and ready for final payment in accordance with Article 14 of the General Conditions by **February 01, 2019**. Substantial Completion will be accepted once all required materials and equipment have been installed, tested and approved by Engineer, and placed in service. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete.
- 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 Fifty Dollars (\$250.00) 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.

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 Two Hundred Eighty-Four Thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$284,228.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid (Bid Item #1) and Base Bid (Bid Item #2) contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 thru BF-4 of the Bid Form and BS-1 of the Bid Schedule) and by this reference made as part of this Agreement. **This project is federally funded and the most current Davis Bacon regulations will be required to be followed. All costs for meeting the most current Davis Bacon Requirements shall be considered incidental to the project and shall be included in Contractor's Bid (See Section 01010 SUMMARY OF WORK).**

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

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.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda Number.
- 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 **ten (10)** Sections and **nine (9)** Drawing "Sheets" labeled E-1, E-2, E-3, E-4, E-5, E-6, FP0.1, FP1.1, and FP1.2.
- 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:

**Life Steps Campus Building 'F' Fire Suppression and Campus Fire Alarm System Replacement Project, Project No. 18-025**

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.

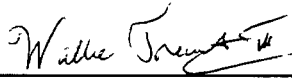
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.



APPROVED AS TO FORM:

(Life Steps Campus Building 'F' Fire Suppression and Campus Fire Alarm System Replacement Project, Project No. 18-025)



ATTEST:

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

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

ATTEST:

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

Fleur D. Tremel

Title: City Clerk

CONTRACTOR:

Western States Fire Protection, Co.

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

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

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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

Ray Pacheco

Title: Mayor

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

PROJECT IDENTIFICATION      City of Casper

Lifesteps Campus Building 'F' Fire Suppression and  
Campus Fire Alarm System Replacement Project  
Project No. 18-025

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 January 18, 2019 as specified or indicated in the Bidding Documents for the Contract Price and completed and ready for final payment not later than by February 1, 2019, 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. One      Dated 7-11-2018 *WAV*  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

TOTAL COMBINED BID, IN NUMERALS: \$ 284,028.00

TOTAL COMBINED BID, IN WORDS: Two hundred eighty four thousand twenty eight DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Itemized Bid Schedule.
  - C. Copy of Certificate of Residency, if bidding as Wyoming Resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Western States Fire Protection Co.  
2319 North Plaza Drive Suite #1  
Rapid City, SD 57702

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 July 17, 2018.

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: Western States Fire Protection Co. (seal)  
(Corporation's or Limited Liability Company's Name)

Minnesota  
(State of Incorporation or Organization)

By: Michael J. Vahlberg (seal)  
Service Sales  
(Title)

(Seal)

Attest: S. J. [Signature]

Business Address: 2319 North Plaza Drive Suite #1  
Rapid City, SD 57702

Phone Number: (605) 787-6755

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

### **Lifesteps Campus Buildings 'F' Fire Suppression and Campus Fire Alarm System Replacement PROJECT #18-025 July 17, 2018**

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 - Lamp Sum  
SY - Square Yard

R&R - Remove and Replace  
FA - Force Account

LF - Linear Feet  
CY - Cubic Yard

F&I - Furnish and Install  
EA - Each

#### **Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Replacement of existing Fire Suppression system and all other related work as shown on the drawings and specifications.	LS	1	\$112,850.00	\$112,850.00

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
2	Replacement of existing Fire Alarm Systems, and all other related as work shown on the drawings and specifications.	LS	1	\$171,178.00	\$171,178.00

#### **BID IN WORDS:**

Two hundred eighty four thousand twenty eight dollars

This bid submitted by: Western States Fire Protection  
(Individual partnership, corporation, or joint venture name)

RESOLUTION NO. 18-198

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
WESTERN STATES FIRE PROTECTION CO., FOR THE LIFE  
STEPS CAMPUS BUILDING 'F' FIRE SUPPRESSION AND  
CAMPUS FIRE ALARM SYSTEM REPLACEMENT PROJECT.

WHEREAS, the City of Casper desires to replace the fire suppression system at Life Steps Campus Buildings 'F' and the fire alarm system for the Lifesteps Campus; and,

WHEREAS, Western States Fire Protection Co. is able and willing to provide those services specified as the Life Steps Campus Building 'F' Fire Suppression and Campus Fire Alarm System Replacement Project, Project No. 18-025; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000) 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, the Agreement with Western States Fire Protection Co. for those services, in the amount of Two Hundred Eighty-Four Thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$284,228.00).

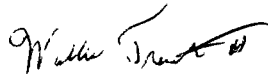
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to a total amount not to exceed Two Hundred Eighty-Four Thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$284,228.00) and Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) for a construction contingency account, for a total price of Two Hundred Ninety-Six Thousand Five Hundred Twenty-Eight and 00/100 Dollars (\$296,528.00).

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), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

(Life Steps Campus Building 'F' Fire Suppression and Campus Fire Alarm System Replacement Project, Project No. 18-025)



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---


Fleur D. Tremel  
Clerk


---

Ray Pacheco  
Mayor



August 29, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Contract for Outside-City Water Service with Marguerite Hardy and Tim Hardy Joint Revocable Living Trust

Meeting Type & Date  
Regular Council Meeting  
September 18, 2018

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize a Contract for Outside-City Water Service with Marguerite Hardy and Tim Hardy Joint Revocable Living Trust.

Summary  
This contract provides Outside-City water service for a parcel of land located west of Casper on Highway 220. The property is on the north side of the highway adjacent to the Webb Creek area. The property will obtain water service by tying into the 12" water main located in Saddlestring Road located on the south side of Highway 220. An M-54 Utility License has been consummated with WYDOT allowing a 3" HDPE casing with a 1.5" water service line to be bored under Highway 220.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary. The Public Utilities Advisory Board conceptually approved the contract at its August 22, 2018 meeting and has recommended Council approval.

Financial Considerations  
No financial considerations

Oversight/Project Responsibility  
Bruce Martin, Public Utilities Manager

Attachments  
Resolution  
Agreement  
Commitment to Annex

Tim M. and Marguerite A. Hardy  
Contract for Outside-City Water Service

## CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Marguerite Hardy and Tim Hardy Joint Revocable Living Trust, 7475 State Highway 220, Casper, Wyoming 82604; hereinafter referred to as "Owner."

### RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A" being a portion of the S1/2NE1/4 and N1/2SE1/4, Section 28, Township 33N, Range 80W of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, with the address of 7475 Stated Highway 220, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit "A"; and,
- C. Owner can connect by a service line into the 12-inch water main located in Saddlestring Road; and,
- D. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

#### 1. Service

- a. The property served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted one (1), water service connection and meter to the property shown on Exhibit "A." No other properties may be served from this connection.
- c. The Owner shall install one, 1.5-inch water service line from the building to be served to the curb box or meter pit near the water main in Saddlestring Road at the Owner's sole cost and expense. The water service line curb box shall be installed approximately ten (10) feet from the transmission line.
- d. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

#### 2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper

relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in

every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on State Highway 220 at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info

Marguerite Hardy and Tim Hardy  
Joint Revocable Living Trust  
7475 State Highway 220  
Casper, Wyoming 82604

City of Casper  
Attn: Public Services Director  
200 North David  
Casper, Wyoming 82601

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Fleur D. Tremel  
City Clerk

Ray Pacheco  
Mayor

OWNERS:

Marguerite Hardy and Tim Hardy  
Joint Revocable Living Trust  
7425 State Highway 220  
Casper, Wyoming 82604

Marguerite A. Hardy  
Marguerite A. Hardy  
Trustee

Tim M. Hardy  
Tim M. Hardy  
Trustee

The undersigned mortgagee for Marguerite Hardy and Tim Hardy Joint Revocable Living Trust hereby agrees to, consents, and ratifies this agreement.

8-24-2018  
Date

Jonah Bank of Wyoming  
MORTGAGEE

By: William T. Rogers

Printed Name: William T. Rogers

Title: VP-Commercial Loans



STATE OF WYOMING )

) SS.

COUNTY OF NATRONA )

This instrument was acknowledged before me this 24<sup>th</sup> day of August, 2018,  
by Marguerite A. Hardy as a trustee for the Marguerite Hardy and Tim Hardy Joint Revocable  
Living Trust.



# NOTARY PUBLIC

My commission expires: August 30, 2020

STATE OF WYOMING )

) SS.

COUNTY OF NATRONA )

This instrument was acknowledged before me this 24<sup>th</sup> day of August, 2018,  
by Tim M. Hardy as a trustee for the Marguerite Hardy and Tim Hardy Joint Revocable Living  
Trust.



NOTARY PUBLIC

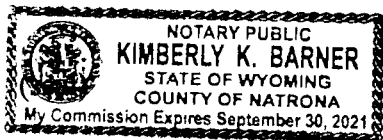
My commission expires: August 30, 2020

STATE OF WYOMING )

) SS.

COUNTY OF NATRONA )

This instrument was acknowledged before me this 24<sup>th</sup> day of August, 2018, by William T Rogers as V.P. Commercial Loans of Jonah Bank of Wyoming the Mortgagee.



NOTARY PUBLIC

My commission expires: 9/30/21

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by Ray Pacheco as the Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

(seal)

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## EXHIBIT "A"

### CERTIFICATE OF DEDICATION

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

THE UNDERSIGNED, GARY HAGEN, TRUSTEE UNDER THE IRMA H. STOLT LIVING TRUST, DATED APRIL 16, 2017, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE IN THE SAME AND THE N/4SE1/4 OF SECTION 28, T.33N., R.80W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C-E/4 CORNER OF SAID SECTION 28, MONUMENTED BY A BRASS CAP,

THENCE S67°36'17"E, A DISTANCE OF 247.07 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, LOCATED ON THE WESTERLY LINE OF U.S. HIGHWAY 220, MONUMENTED BY A REBAR AND BEING THE POINT OF BEGINNING,

THENCE S88°32'18"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 376.00 FEET TO THE SOUTHWEST CORNER OF THE PARCEL LOCATED WITHIN THE NORTH PLATTE RIVER, MONUMENTED BY AN ALUMINUM CAP WITNESS CORNER LOCATED N88°32'18"E, A DISTANCE OF 75.00 FEET FROM THE ACTUAL CORNER,

THENCE N01°26'22"W, ALONG THE WEST LINE OF THE PARCEL, LOCATED WITHIN THE NORTH PLATTE RIVER, A DISTANCE OF 99.74 FEET TO A POINT,

THENCE N88°28'01"E, A DISTANCE OF 88.00 FEET TO A POINT, MONUMENTED BY AN ALUMINUM CAP WITNESS CORNER LOCATED N88°28'01"E, A DISTANCE OF 4.00 FEET FROM THE ACTUAL CORNER,

THENCE N04°21'22"W, ALONG THE BANK OF THE NORTH PLATTE RIVER AND THE WEST LINE OF THE PARCEL, A DISTANCE OF 182.80 FEET TO A POINT,

THENCE N10°53'36"E, ALONG THE BANK OF THE NORTH PLATTE RIVER AND THE WEST LINE OF THE PARCEL, A DISTANCE OF 130.69 FEET TO A POINT,

THENCE N13°34'38"E, ALONG THE BANK OF THE NORTH PLATTE RIVER AND THE WEST LINE OF THE PARCEL, A DISTANCE OF 89.89 FEET TO A POINT,

THENCE N19°03'28"E, ALONG THE BANK OF THE NORTH PLATTE RIVER AND THE WEST LINE OF THE PARCEL, A DISTANCE OF 88.05 FEET TO THE NORTHWEST CORNER OF THE PARCEL,

THENCE S00°09'23"E, A DISTANCE OF 13.45 FEET TO A POINT, MONUMENTED BY A REBAR WITNESS CORNER LOCATED S62°39'31"E, A DISTANCE OF 28.16 FEET FROM THE ACTUAL CORNER,

THENCE S62°39'31"E, ALONG THE NORTHERLY LINE OF THE PARCEL, A DISTANCE OF 509.11 FEET TO THE NORTHEAST CORNER OF THE PARCEL, LOCATED ON THE WESTERLY LINE OF U.S. HIGHWAY 220, MONUMENTED BY A REBAR,

THENCE S34°16'57"W, ALONG THE EASTERLY LINE OF THE PARCEL AND THE WESTERLY LINE OF U.S. HIGHWAY 220, A DISTANCE OF 272.27 FEET TO AN ANGLE POINT, MONUMENTED BY A REBAR,

THENCE S34°17'24"W, ALONG THE EASTERLY LINE OF THE PARCEL AND THE WESTERLY LINE OF U.S. HIGHWAY 220, A DISTANCE OF 122.77 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4.69 ACRES AND IS SUBJECT TO ANY RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "THE STOLT SIMPLE SUBDIVISION" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. ALL ROADS AND STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

GARY HAGEN -  
TRUSTEE IRMA H. STOLT  
LIVING TRUST  
DATED APRIL 16, 2017  
4310 PUMA DRIVE  
CASPER, WYOMING 82604

*Gary Hagen*  
GARY HAGEN - TRUSTEE  
IRMA H. STOLT LIVING TRUST  
DATED APRIL 16, 2017

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GARY HAGEN, TRUSTEE UNDER THE IRMA H. STOLT LIVING TRUST, DATED APRIL 16, 2017, THIS 10<sup>th</sup> DAY OF November, 2017

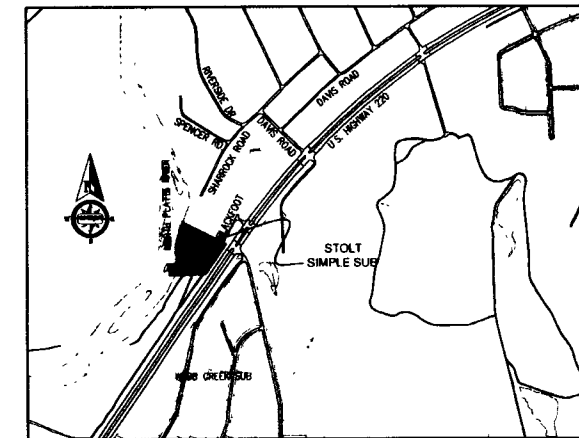
WITNESS MY HAND AND OFFICIAL SEAL  
MY COMMISSION EXPIRES 3/28/20

*William R. Fehringer*  
NOTARY PUBLIC



### STOLT SIMPLE SUBDIVISION

BEING A PORTION OF THE SAME AND N/4SE1/4  
SECTION 28 T.33N., R.80W., 6TH P.M.  
NATRONA COUNTY, WYOMING  
OCTOBER, 2017  
W/O #17-219



VICINITY MAP  
NO SCALE

### CERTIFICATE OF SURVEYOR

STATE OF WYOMING }  
COUNTY OF NATRONA }

KNOW ALL MEN BY THESE PRESENTS THAT I, WILLIAM R. FEHRINGER, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF NATRONA COUNTY



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER, THIS 7th DAY OF NOVEMBER, 2017

WITNESS MY HAND AND OFFICIAL SEAL  
MY COMMISSION EXPIRES 3-27-20

*Don Hest*  
NOTARY PUBLIC

### CERTIFICATE OF SIMPLE SUBDIVISION APPROVAL

I, DO HEREBY CERTIFY THAT THIS SIMPLE SUBDIVISION HAS BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE REGULATIONS FOR NATRONA COUNTY, WYOMING, AND IS THEREFORE, APPROVED FOR RECORDING

*Jan Hest* 12-7-17  
COUNTY PLANNER/DATE

*William R. Fehringer* 12/04/2017  
COUNTY SURVEYOR/DATE

*Kelly N. Williams* 11/14/17  
HEALTH OFFICER/DATE

MARGUERITE HARDY AND TIM HARDY  
JOINT REVOCABLE LIVING TRUST  
7475 STATE HIGHWAY 220  
CASPER, WYOMING 82604

### NOTES

1. ERROR OF CLOSURE EXCEEDS 1.327,893.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°03'26.215", AND THE COMBINED FACTOR IS 0.999756D.
4. ALL DISTANCES ARE GROUND
5. NO PUBLIC WATER SYSTEM PROVIDED
6. NO PUBLIC SEWER SYSTEM PROVIDED

### LEGEND

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



Civil Engineering Professionals, Inc.  
6080 Enterprise Drive Casper, WY 82609  
Phone 307.266.4346 Fax 307.266.0103  
www.cepi-casper.com

**COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING**  
(Individual Form)

We, Marguerite Hardy and Tim Hardy Joint Revocable Living Trust respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**MARGUERITE HARDY AND TIM HARDY  
JOINT REVOCABLE LIVING TRUST  
7475 STATE HIGHWAY 220  
CASPER, WYOMING, NATRONA COUNTY  
PROPERTY AS DESCRIBED IN EXHIBIT "A"**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

8-24-2018  
Date

Marguerite A. Hardy  
Marguerite A. Hardy  
OWNER/TRUSTEE

8-24-2018  
Date

Tim M. Hardy  
Tim M. Hardy  
OWNER/TRUSTEE

8-24-2018  
Date

Jonah Bank of Wyoming  
MORTGAGEE

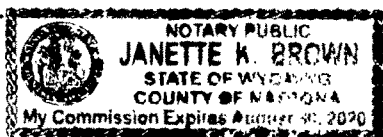
By: [Signature]


Name: William T. Rogers

Title: V.P. Commercial Loans

[illegible]

This instrument was acknowledged before me this 24<sup>th</sup> day of August, 2018, by Marguerite A. Hardy as a trustee for the Marguerite Hardy and Tim Hardy Joint Revocable Living Trust.

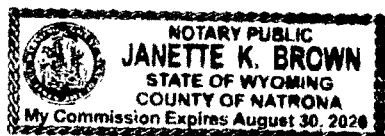


  
NOTARY PUBLIC

My commission expires: August 30, 2020

[illegible]

This instrument was acknowledged before me this 24<sup>th</sup> day of August, 2018, by Tim M. Hardy as a trustee for the Marguerite Hardy and Tim Hardy Joint Revocable Living Trust.

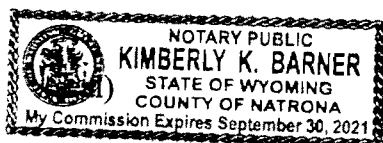


  
NOTARY PUBLIC

My commission expires: August 30, 2020

STATE OF Wyoming )  
COUNTY OF Natrona ) ss.

This instrument was acknowledged before me this 24<sup>th</sup> day of August, 2018, by William T Rogers, as V.P. Commercial Loans of Sonah Bank of Wyoming, MORTGAGEE.



Kimberly K. Barne  
NOTARY PUBLIC

My commission expires: 9/30/21

## EXHIBIT "A"

### CERTIFICATE OF DEDICATION

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

THE UNDERSIGNED, GARY HAGEN, TRUSTEE UNDER THE IRMA H. STOLT LIVING TRUST, DATED APRIL 16, 2017, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE IN THE SAME AND THE N/4SE1/4 OF SECTION 28, T.33N., R.80W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C-E/4 CORNER OF SAID SECTION 28, MONUMENTED BY A BRASS CAP,

THENCE S67°36'17"E, A DISTANCE OF 247.07 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, LOCATED ON THE WESTERLY LINE OF U.S. HIGHWAY 220, MONUMENTED BY A REBAR AND BEING THE POINT OF BEGINNING,

THENCE S88°32'18"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 376.00 FEET TO THE SOUTHWEST CORNER OF THE PARCEL LOCATED WITHIN THE NORTH PLATTE RIVER, MONUMENTED BY AN ALUMINUM CAP WITNESS CORNER LOCATED N88°32'18"E, A DISTANCE OF 75.00 FEET FROM THE ACTUAL CORNER,

THENCE N01°26'22"W, ALONG THE WEST LINE OF THE PARCEL, LOCATED WITHIN THE NORTH PLATTE RIVER, A DISTANCE OF 99.74 FEET TO A POINT,

THENCE N88°28'01"E, A DISTANCE OF 88.00 FEET TO A POINT, MONUMENTED BY AN ALUMINUM CAP WITNESS CORNER LOCATED N88°28'01"E, A DISTANCE OF 4.00 FEET FROM THE ACTUAL CORNER,

THENCE N04°21'22"W, ALONG THE BANK OF THE NORTH PLATTE RIVER AND THE WEST LINE OF THE PARCEL, A DISTANCE OF 182.80 FEET TO A POINT,

THENCE N10°53'36"E, ALONG THE BANK OF THE NORTH PLATTE RIVER AND THE WEST LINE OF THE PARCEL, A DISTANCE OF 130.69 FEET TO A POINT,

THENCE N13°34'38"E, ALONG THE BANK OF THE NORTH PLATTE RIVER AND THE WEST LINE OF THE PARCEL, A DISTANCE OF 89.89 FEET TO A POINT,

THENCE N19°03'28"E, ALONG THE BANK OF THE NORTH PLATTE RIVER AND THE WEST LINE OF THE PARCEL, A DISTANCE OF 88.05 FEET TO THE NORTHWEST CORNER OF THE PARCEL,

THENCE S00°09'23"E, A DISTANCE OF 13.45 FEET TO A POINT, MONUMENTED BY A REBAR WITNESS CORNER LOCATED S62°39'31"E, A DISTANCE OF 28.16 FEET FROM THE ACTUAL CORNER,

THENCE S62°39'31"E, ALONG THE NORTHERLY LINE OF THE PARCEL, A DISTANCE OF 509.11 FEET TO THE NORTHEAST CORNER OF THE PARCEL, LOCATED ON THE WESTERLY LINE OF U.S. HIGHWAY 220, MONUMENTED BY A REBAR,

THENCE S34°16'57"W, ALONG THE EASTERLY LINE OF THE PARCEL AND THE WESTERLY LINE OF U.S. HIGHWAY 220, A DISTANCE OF 272.27 FEET TO AN ANGLE POINT, MONUMENTED BY A REBAR,

THENCE S34°17'24"W, ALONG THE EASTERLY LINE OF THE PARCEL AND THE WESTERLY LINE OF U.S. HIGHWAY 220, A DISTANCE OF 122.77 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4.69 ACRES AND IS SUBJECT TO ANY RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "THE STOLT SIMPLE SUBDIVISION" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. ALL ROADS AND STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

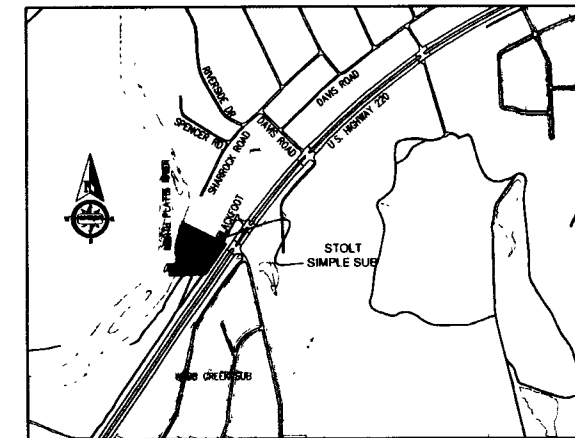
GARY HAGEN -  
TRUSTEE IRMA H. STOLT  
LIVING TRUST  
DATED APRIL 16, 2017  
4310 PUMA DRIVE  
CASPER, WYOMING 82604

*Gary Hagen*  
GARY HAGEN - TRUSTEE  
IRMA H. STOLT LIVING TRUST  
DATED APRIL 16, 2017

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GARY HAGEN, TRUSTEE UNDER THE IRMA H. STOLT LIVING TRUST, DATED APRIL 16, 2017, THIS 10<sup>th</sup> DAY OF November, 2017

WITNESS MY HAND AND OFFICIAL SEAL  
MY COMMISSION EXPIRES 3/28/20

*William R. Fehringer*  
NOTARY PUBLIC



VICINITY MAP  
NO SCALE

### CERTIFICATE OF SURVEYOR

STATE OF WYOMING }  
COUNTY OF NATRONA }

KNOW ALL MEN BY THESE PRESENTS THAT I, WILLIAM R. FEHRINGER, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF NATRONA COUNTY



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER, THIS 7th DAY OF NOVEMBER, 2017

WITNESS MY HAND AND OFFICIAL SEAL  
MY COMMISSION EXPIRES 3-27-20

*Don Hest*  
NOTARY PUBLIC

### CERTIFICATE OF SIMPLE SUBDIVISION APPROVAL

I, DO HEREBY CERTIFY THAT THIS SIMPLE SUBDIVISION HAS BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE REGULATIONS FOR NATRONA COUNTY, WYOMING, AND IS THEREFORE, APPROVED FOR RECORDING

*Jan Hest* 12-7-17  
COUNTY PLANNER/DATE

*William R. Fehringer* 12/04/2017  
COUNTY SURVEYOR/DATE

*Kelly N. Williams* 11/14/17  
HEALTH OFFICER/DATE

MARGUERITE HARDY AND TIM HARDY  
JOINT REVOCABLE LIVING TRUST  
7475 STATE HIGHWAY 220  
CASPER, WYOMING 82604

### STOLT SIMPLE SUBDIVISION

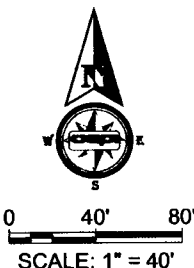
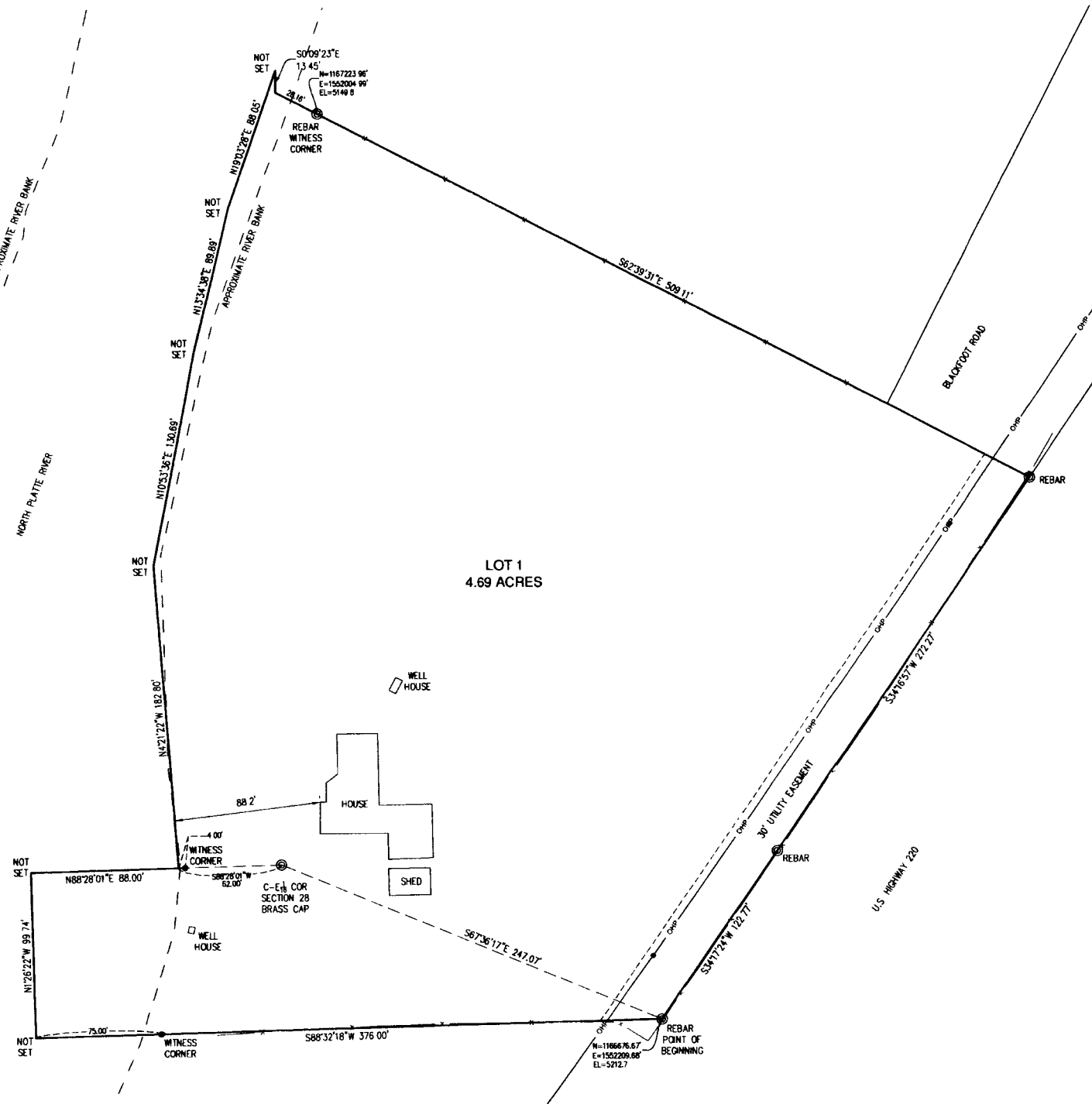
BEING A PORTION OF THE SAME AND N/4SE1/4  
SECTION 28 T.33N., R.80W., 6TH P.M.  
NATRONA COUNTY, WYOMING  
OCTOBER, 2017  
W/O #17-219

### NOTES

1. ERROR OF CLOSURE EXCEEDS 1.327,893.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°36'26.215", AND THE COMBINED FACTOR IS 0.999756D.
4. ALL DISTANCES ARE GROUND
5. NO PUBLIC WATER SYSTEM PROVIDED
6. NO PUBLIC SEWER SYSTEM PROVIDED

### LEGEND

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



RESOLUTION NO.18-199

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH MARGUERITE HARDY AND TIM HARDY JOINT REVOCABLE LIVING TRUST.

WHEREAS, Marguerite Hardy and Tim Hardy Joint Revocable Living Trust has requested outside-City water service from the City of Casper; and,

WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Outside-City Water Service with Marguerite Hardy and Tim Hardy Joint Revocable Living Trust, 7475 State Highway 220, Casper, Wyoming 82604.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

Waine Tremel


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

August 29, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Shad Rodgers, Streets Manager  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Andreen Hunt Construction, Inc., in the Amount of \$32,960.00, for the Coulter Drive Alley Drainage Improvements.

Meeting Type & Date  
Regular Council Meeting  
September 18, 2018

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an agreement with Andreen Hunt Construction, Inc., in the amount of \$32,960.00, for the Coulter Drive Alley Drainage Improvements, Project No. 18-061. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$2,000.00, for a total project amount of \$34,960.00.

Summary

On Wednesday, August 29, 2018, two (2) bids were received for the Coulter Drive Alley Drainage Improvements, Project No. 18-061. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Andreen Hunt</b>	<b>Mills, WY</b>	<b>\$32,960.00</b>
Knife River	Casper, WY	\$44,834.00

The Coulter Drive Alley Drainage Improvements Project includes removing the existing alley surfacing near area storm sewer inlets and replacing it with concrete valley gutters and new grading "W" base surfacing in the alley north of the intersections of Coulter Drive and Fremont Avenue and Coulter Drive and Jim Bridger Avenue. The alley surfacing in these areas have been eroded away to the point where water no longer drains to the area inlets and forms large pools in the alley. Work is scheduled to be completed by November 2, 2018. The estimate prepared by the City Engineering Division was \$35,000.00.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).



Financial Considerations

Funding will be from the Miscellaneous Residential Streets Fund.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Andreen Hunt Construction, Inc., P.O. Box 1175, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make drainage improvements to near the area inlets in the alley north of the intersections of Coulter Drive and Fremont Avenue and Coulter Drive and Jim Bridger Avenue; and,

WHEREAS, Andreen Hunt Construction, Inc., is able and willing to provide those services specified as the Coulter Drive Alley Drainage Improvements, Project No. 18-061.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Coulter Drive Alley Drainage Improvements, Project No. 18-061, 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 **November 2, 2018**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **November 9, 2018**.
- 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.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Thirty-Two Thousand Nine Hundred Sixty Dollars (\$32,690.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25<sup>th</sup> day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five

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

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

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

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding 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, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.11 Division 02 – Site Construction, consisting of one (1) section.
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.

- 8.15 Contract Drawings consisting of four (4) drawing sheets, with each sheet bearing the following general title:

**Coulter Drive Alley Drainage Improvements, Project No. 18-061**

- 8.16 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.17 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.
- 8.18 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.

*(This space intentionally left blank)*

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 \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

Wain Trust

CONTRACTOR:

Andreen Hunt Construction, Inc.

WITNESS:

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

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

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur D. Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION:      City of Casper  
   **Coulter Drive Alley Drainage Improvements**  
   **Project No. 18-061**

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 **November 2, 2018**, and completed and ready for final payment not later than **November 9, 2018**, in accordance with the Bidding Documents.
2.      Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3.      Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4.      In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.      Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
  
            Addendum No.           1                                Dated 8/24/18  
            Addendum No.                                                 Dated
  - B.      Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C.      This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or



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

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

TOTAL BASE BID, IN NUMERALS: \$ 32,960.00

TOTAL BASE BID, IN WORDS: Thirty-two thousand  
Nine hundred sixty 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. Exhibit "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:

Andreen Hunt Const., Inc.

PO BOX 1175

Mills, WY 82644

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

Submitted on August 29, 2018.

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: \_\_\_\_\_ **Andreen Hunt Const., Inc.** (seal)  
(Corporation's or Limited Liability Company's Name)  
Mills, WY 82644

\_\_\_\_\_  
(State of Incorporation or Organization)

By: \_\_\_\_\_ (seal)

(Title) President

(Seal)

Attest: \_\_\_\_\_

Business Address: \_\_\_\_\_ **Andreen Hunt Const., Inc.**  
PO BOX 1175  
Mills, WY 82644

Phone Number: \_\_\_\_\_ 307 - 258 - 2484

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**EXHIBIT "B"**  
**BID SCHEDULE**  
**(Revised 8/24/18)**

**COULTER DRIVE ALLEY DRAINAGE IMPROVEMENTS**  
**PROJECT NO. 18-061**

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  
SY = Square Yard

R&R = Remove and Replace  
TON = Tons

LF = Linear Feet  
CY = Cubic Yard

F&I = Furnish and Install  
EA = Each

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$ 3,500.00	\$ 3,500.00
2	F&I Temporary Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00
3	R&R Existing Alley Surfacing with New Concrete Valley Gutter	SF	870	\$ 24.00	\$ 20,880.00
4	R&R Existing Alley Surfacing with New Grading 'W' Base	SY	140	\$ 37.00	\$ 5,180.00
5	Adjust Manhole Top & Install 5'x5' Concrete Diamond with New Lid	EA	2	\$ 1,200.00	\$ 2,400.00
<b>TOTAL BID</b>					<b>\$ 32,960.00</b>

• **BID IN WORDS:**

Thirty-two thousand, nine hundred  
sixty and no/100

This bid submitted by: Andreen Hunt Const, Inc.  
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO.18-200

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ANDREEN HUNT CONSTRUCTION, INC., FOR THE COULTER DRIVE ALLEY DRAINAGE IMPROVEMENTS, PROJECT NO. 18-061.

WHEREAS, the City of Casper desires to make drainage improvements to near the area storm sewer inlets in the alley north of the intersections of Coulter Drive and Fremont Avenue and Coulter Drive and Jim Bridger Avenue; and,

WHEREAS, Andreen Hunt Construction, Inc., is able and willing to provide those services specified as Coulter Drive Alley Drainage Improvements, Project No. 18-061; 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 Two Thousand Dollars (\$2,000.00) 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 Andreen Hunt Construction, Inc., for those services, in the amount of Thirty-Two Thousand Nine Hundred Sixty Dollars (\$32,960.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Thirty-Two Thousand Nine Hundred Sixty Dollars (\$32,960.00), and Two Thousand Dollars (\$2,000.00) for a construction contingency account, for a total project amount of Thirty-Four Thousand Nine Hundred Sixty Dollars (\$34,960.00).

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 Two Thousand Dollars (\$2,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

(Coulter Drive Alley Drainage Improvements, Project No. 18-061)

  
\_\_\_\_\_

ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

September 4, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Krista Johnston, P.E., Storm and Waste Water Collections Manager  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Big West Landscaping, LLC, in the amount of \$86,909.00, for the Heritage Hills Reclamation, Project No. 18-058

Meeting Type & Date

Regular Council Meeting

September 18, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize an agreement with Big West Landscaping, LLC, for the Heritage Hills Reclamation, Project No. 18-058, in the amount of \$88,259.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$2,262.00, for a total project amount of \$90,521.00.

Summary

The Heritage Hills Reclamation project is a reclamation project for the Heritage Hills Addition 2 and Heritage Hills Addition 3&4. Erosion control was not maintained properly during construction of these developments which resulted in stop work orders, revocation of erosion control permits, and claims against erosion control bonds. The project consists of site grading, seeding, cleanup of eroded materials, and erosion control installation and maintenance.

Three (3) quotes were received from contractors to perform the reclamation work, as part of the bond claim process. The bids received for this work follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Big West Landscaping</b>	<b>Casper, Wyoming</b>	<b>\$108,715.00</b>
J & G Landscaping	Casper, Wyoming	\$191,000.00
Western Plains Landscaping	Casper, Wyoming	\$262,920.00

The estimate prepared by the City of Casper Engineering Department was \$96,500.00. The total funds available from bond claims for this project are \$92,057.00. City Staff negotiated with the contractor to remove two bid items from the scope for a total contract amount of \$88,259.00. The removal of scope items will not adversely affect the overall quality of the reclamation. The removed items will be completed by City staff using the bond funds remaining to cover time and materials.

Financial Considerations

This project is being funded with monies received from CNA Surety for claims filed against the erosion control bonds for both developments.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments

Resolution

Agreement



# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, 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. Big West Landscaping, LLC, 3676 Ridgecrest Drive, Casper, Wyoming 82604 ("Contractor").

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

### RECITALS

- A. The City is undertaking a project to reclaim disturbed areas of the Heritage Hills Addition #2 and the Heritage Hills Addition # 3 & 4.
- B. The project requires professional services for the reclamation of the disturbed areas.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

#### 1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: Items 1, 2-HH3&4, 3-HH3&4, 3-HH2, 4-HH3&4, 6-HH3&4, 8-HH2, 9, 10-HH3&4, 11-HH2 and 12-HH3&4 of Exhibit A, which are hereby made a part of this Contract, and which are further described below. Items 5-HH2 and 7-HH3&4 are excluded from this Contract.

#### ITEM 1: Mobilization

Includes all costs for complete mobilization and bonding, including mobilization of equipment to the project site.

**ITEM 2: Grading/ Tilling/ Ripping**

This item shall include, but not be limited to, all grading, tilling, ripping, and compacting as necessary to provide slopes as indicated in the drawings, remove unwanted vegetation, and to correct erosion rills and cuts as directed by the Engineer. Any debris or garbage found must be removed and disposed of by the Contractor, and all other materials, labor, and equipment necessary or incidental to complete the work, in place and accepted by the Engineer.

**ITEM 3: Furnish and Handplace 6" or larger riprap 1' minimum thickness over Mirifi 600X Separation Fabric**

This work shall include, but not be limited to, all loading, hauling, placing, grading, filling, compacting, of proposed surface below fabric, installation of fabric with key-ins, overlaps, and all other installation requirements as recommended by the manufacturer, and riprap furnished and placed, and all other materials, labor, and equipment necessary or incidental to complete the work, in place and accepted by the Engineer.

**ITEM 4: Seeding (Disk, Drill, and Crimped Straw)**

This work shall include all seed, straw, and all other materials, labor, and equipment necessary or incidental to complete the work, in place and accepted by the Engineer.

**ITEM 5: Seeding (Hydro Seeding)**

Removed from the Contractor's Scope of Services.

**ITEM 6: Removal of Erosion from Private Property**

The work shall include evaluating each individual property, developing a plan to remove eroded materials, submitting all plans to the Engineer for approval, getting permission from the private property owner, removal of eroded materials, all work required to restore any landscaping that is irreparably damaged by erosion or removal of eroded materials, and all other materials, labor, and equipment necessary or incidental to complete the work, in place and accepted by the Engineer.

**ITEM 7: Removal of Erosion from ROW and Storm Sewer System**

Removed from the Contractor's Scope of Services.

**ITEM 8: Repair 24" Corrugated Poly Storm Water Pipe**

The work shall include all costs for exposing the pipe, providing new 24" CPP to match existing, and repairing the broken section, and all other materials, labor, and equipment necessary or incidental to complete the work, in place and accepted by the Engineer.

#### **ITEM 9: Post Seeding Weed Control**

The price shall include, but not be limited to, mowing, spraying, pulling, cutting, torching, or generally removing weeds from the entire site, and all other materials, labor, and equipment necessary or incidental to complete the work, in place and accepted by the Engineer.

#### **ITEM 10: Erosion Control Installation, Inspection, and Maintenance**

Contractor must supply an erosion control plan and a schedule of values to the Engineer for approval before beginning work. Work shall include all costs for providing an erosion control plan, a schedule of values, implementation of erosion control plan, inspection of erosion control monthly and after storm events, all required maintenance of erosion control, any additional erosion control measures necessary beyond the original plan to properly control erosion on the site, cleaning as frequently as is necessary of the Right of Way or Private Property if erosion deposits are made, and all other materials, labor, and equipment necessary or incidental to complete the work, in place and accepted by the Engineer.

#### **ITEM 11: Redefine Storm Water Ditch**

The work shall include removal and disposal of garbage and debris, grading and compacting the bottom of the ditch, and all other materials, labor, and equipment necessary or incidental to complete the work, in place and accepted by the Engineer.

#### **ITEM 12: Removal of Erosion Control BMP's upon Vegetation Acceptance**

The work shall include removal and disposal of erosion control devices, clean up, and all other materials, labor, and equipment necessary or incidental to complete the work, in place and accepted by the Engineer.

## **2. TIME OF PERFORMANCE:**

2.1 Items 1-8 and 11 of the Scope of Services of the Contractor shall be undertaken and completed on or before April 30, 2019. Items 9, 10, and 12 of the Scope of services of the Contractor shall be undertaken and completed on or before April, 30, 2020.

2.2 Liquidated Damages. The City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Scope of Services is not completed by the time specified in this section, plus any extension thereof granted by amendment to this Contract. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City if the Scope of Services is not substantially completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that

as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner Five-Hundred Dollars (\$500.00) for each day that expires after the times specified in section 2.1 for completion. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

2.3 Notwithstanding Section 2.2, where the Contractor does not complete the Scope of Services because of a cause beyond the control of both parties, the City will extend the time of completion if the Contractor gives the City written notice of the cause for non-completion within 10 days of its occurrence. The City is relieved from any liability to the Contractor stemming from the delay where the cause is beyond the control of both parties, and the Contractor is not entitled to any additional compensation on account of the delay. The Contractor is also relieved from any liability to the City stemming from the delay where the cause is beyond the control of both parties, provided that the Contractor provides the 10 days' notice described in this section.

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 Eighty-Eight Thousand Two Hundred Fifty-Nine Dollars (\$88,259.00).

4. METHOD OF PAYMENT:

4.1 Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

4.2 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. BONDING

The Contractor shall provide bonding for this Contract as required by the Public Services Director or his designee, all in accordance with Wyoming Statute § 16-6-112.

6. INSPECTION OF WORK

6.1 All parts of the work shall be subject to inspection and testing by the City. Failure to inspect or waiver of inspection does not relieve the Contractor of its obligations under the contract.

6.2 Upon discovery of defective or nonconforming work, the City may either: a) require the Contractor to correct the work at Contractor's expense; b) perform the work and recover the cost therefor from the Contractor or the bonding company; or, c) accept the defective work and make an equitable reduction in the contract price.

7. TERMS AND CONDITIONS:

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

8. EXTENT OF CONTRACT:

8.1 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.

8.2 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.

[The rest of this page is intentionally left blank. Signature lines are on the next page.]

APPROVED AS TO FORM

Walter Thomsen

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
City Clerk

Ray Pacheco  
Mayor

WITNESS

By: BCoyle  
Printed Name: Brandy Coyle  
Title: Admin Asst. City of Caspe

CONTRACTOR  
Big West Landscaping, LLC

By: CJ  
Printed Name: Cody Decker  
Title: owner

[The rest of this page is intentionally left blank. Part II of this Contract starts on the next page.]

## **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 If the Contractor fails to comply with the Occupational Safety and Health Act requirements or other applicable safety laws and regulations, or to correct violations thereof, then the City may stop the work and/or terminate this Contract at any time by giving written notice to the Contractor.

1.3 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 ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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



8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired)

and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*

However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

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

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

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



**Big West Landscaping LLC**  
 3676 Ridgecrest Dr. Casper, WY. 82604  
 307-259-6341  
[bigwestlandscaping@outlook.com](mailto:bigwestlandscaping@outlook.com)

Thank you for the opportunity to possibly do business with you! Below is the breakdown for your landscaping project. Pricing includes all labor and materials needed.

## Heritage Hills Addition 2, 3, & 4 Reclamation and Erosion Control

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization(87% HH3&4, 13% HH2)	1	LS	\$6,587.00	\$6,587.00
2-HH3&4	Grading/Tilling/Ripping	1	LS	\$9,100.00	\$9,100.00
3-HH3&4	Furnish and Handplace 6" or larger riprap 1' minimum thickness over Mirafi 600x Separation Fabric	300	SY	\$32.62	\$9,786.00
3-HH2	Heritage Hills Addition #2	300	SY	\$32.62	\$9,786.00
4-HH3&4	Seeding (Disk, Drill, and Crimped Straw)	14	ACRE	\$1,500.00	\$21,000.00
5-HH2	Seeding (Hydro Seeding)	2	ACRE	\$5,228.00	\$10,456.00
6-HH3&4	Removal of Erosion from Private Property	1	LS	\$10,000.00	\$10,000.00
7-HH3&4	Removal of Erosion from ROW and Storm Sewer System	1	LS	\$10,000.00	\$10,000.00
8-HH2	Repair 24" Corrugated Poly Storm Water Pipe	1	LS	\$1,800.00	\$1,800.00
9	Post Seeding Weed Control (88% HH3&4, 12% HH2)	2	Occurance	\$1,600.00	\$3,200.00
10-HH3&4	Erosion Control Installation, Inspection, and Maintenance	1	LS	\$10,000.00	\$10,000.00
11-HH2	Redefine Storm Water Ditch	1	LS	\$3,500.00	\$3,500.00
12-HH3&4	Removal of all Erosion Control BMP's upon Vegetation Acceptance	1	LS	\$3,500.00	\$3,500.00
				<b>Total Bid</b>	<b>\$ 108,715.00</b>

Please let me know of any questions or concerns you may have!

Thank you for your time,

Cody Decker

RESOLUTION NO. 18-201

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH BIG WEST LANDSCAPING, LLC.

WHEREAS, the City requires construction services for the reclamation of the Heritage Hills Subdivisions; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide work as required by the Contract for Professional Services; and,

WHEREAS, the City desires to retain the Contractor to complete the work; and,

WHEREAS, it would be in the best interest of the City to expedite changes to the Contract for Professional Services by allowing the City Manager to approve changes affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Two Thousand Two Hundred Sixty-Two Dollars (\$2,262.00), and other related services by the contractor that do not substantially alter the scope of the services to be provided.

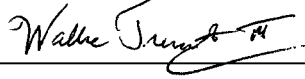
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Big West Landscaping, LLC to provide reclamation work for the amount of Eighty-Eight Thousand Two Hundred Fifty-Nine Dollars (\$88,259.00).

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the Contract for Professional Services in an amount not to exceed Eighty-Eight Thousand Two Hundred Fifty-Nine Dollars (\$88,259.00) and Two Thousand Two Hundred Sixty-Two Dollars (\$2,262.00) for a contingency account for a total price of Ninety Thousand Five Hundred Twenty-One Dollars (\$90,521.00).

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to approve and sign-off on changes to the Contract for Professional Services affecting time extensions of no more than Thirty (30) days, dollar amount changes no greater than Two Thousand Two Hundred Sixty-Two Dollars (\$2,262.00), and other related services by the contractor that do not substantially alter the scope of the services to be provided.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:  
(Resolution Heritage Hills Reclamation)



---

ATTEST:

---

Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Ray Pacheco  
Mayor



August 31, 2018

MEMO TO: J. Carter Napier City Manager



FROM: Andrew B. Beamer, P.E., Public Services Director  
Scott R. Baxter, P.E., Associate Engineer



SUBJECT: Authorizing a Natrona County Road License for Installation of a New 12-Inch Water Transmission Main for the West Casper Zone II Water System Improvements Project, No. 15-59.

Meeting Type & Date:  
Regular Council Meeting  
September 18, 2018

Recommendation:

That Council, by resolution, authorize a Natrona County Road License for Installation of a New 12-inch Water Transmission Main for the West Casper Zone II Water System Improvements Project, No. 15-59.

Summary:

In 2006, the City of Casper Water System Master Plan Level I Study recommended improvements to the West Casper Zone II Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. The proposed improvements for the Zone II Water System include approximately 11,500 linear feet of 12-inch water transmission main.

A Natrona County Road License is required by Natrona County for the installation of the new 12-inch water transmission main being constructed in County Road #502, County Road #503, and Swingle Acres Road, which are all outside of City limits.

Financial Considerations:

None

Oversight/Project Responsibility:

Scott Baxter, Associate Engineer

Attachments:

Resolution

Natrona County Road License

Natrona County Road License  
West Casper Zone II Water System Improvements  
Project No. 15-59



NATRONA COUNTY, STATE OF WYOMING  
LICENSE

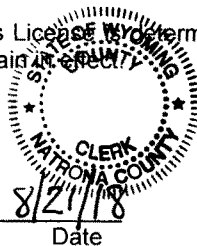
License #: 29-18-64

Natrona County ("County"), with an address of 200 North Center Street, Casper, Wyoming 82601, grants a license to the City of Casper, Wyoming ("Licensee"), a Wyoming municipal corporation, with an address of 200 N. David Street, Casper Wyoming 82601 to access, construct, install, operate, use, maintain, and repair a 12 inch PVC Water Main ("Facility") on property used by County to operate and maintain County Roads 502, 503 and Swingle Acres Road, in conformance with the specifications shown in attached Exhibit A, dated 3/22/18. **County grants this License upon the terms herein. Licensee shall also comply with all applicable County resolutions.** If Licensee fails to comply with any term or applicable resolution, County may notify Licensee of Licensee's noncompliance and Licensee will have 30 days to cure. However, if Licensee's noncompliance creates a danger to public health, safety, or welfare, County may immediately revoke this License and/or mitigate such danger.

1. **Purpose.** This License is solely for Licensee for Facility identified herein.
2. **County's Rights.** This License does not change County's rights to access, construct, install, operate, maintain, repair, alter, and/or otherwise use the county road. If County changes the county road, Licensee, at its sole expense, shall relocate and/or otherwise alter its Facility as necessitated by the change and as directed by the Road & Bridge Superintendent or his/her designee ("Superintendent").
3. **Commencement Date.** On or after, October 1, 2018, Licensee shall commence construction and installation of Facility. Licensee shall obtain authorization from Superintendent prior to commencing work. If Licensee fails to complete construction and installation of Facility by the Completion Date shown below, plus any written extension to the Completion Date granted by County, County may revoke this License.
4. **Completion Date.** No later than, October 31, 2019, Licensee shall complete all construction and installation of Facility. Licensee shall notify Superintendent that Facility is complete within five days of completing Facility.
5. **Superintendent Directions.** Licensee shall comply with directions from Superintendent regarding this License.
6. **Construction, Installation, Maintenance, Alteration, and Repair.** Licensee shall access, construct, install, maintain, alter, and repair Facility:
  - A. in a professional workmanlike manner to the specifications and satisfaction of Superintendent at Licensee's sole expense; and
  - B. in a manner that does not interfere with the use, operation, maintenance, alteration, or repair of the county road; and
  - C. in a manner that does not endanger the public.
7. **Access, Maintenance, Alteration, and Repairs.** Licensee shall obtain authorization from Superintendent prior to accessing, maintaining, altering, and/or repairing Facility. However, if Facility requires emergency repair, Licensee may commence such emergency repair and shall promptly notify Superintendent of the emergency.
8. **Costs.** Licensee is solely responsible for all costs of accessing, constructing, installing, maintaining, altering, and repairing Facility and all costs for repairing the county road within 180 days of completion of Facility and within 180 days of Licensee completing maintenance, alterations, and/or repairs to Facility. Additionally, Licensee is solely responsible for all costs incurred with Facility Location described below. Additionally, if applicable, Licensee is solely responsible for all costs of removing Facility. When costs are incurred due to private development, to the extent feasible, County will assess costs to the private developer to offset costs to Licensee.
9. **Facility Location.** Licensee shall comply with the Wyoming Underground Facilities Notification Act, Wyo. Stat. §§ 37-12-301, *et seq.* Additionally, Licensee shall provide Facility plans prepared by a licensed land surveyor that include the nature and elevation of the Facility tied both horizontally and vertically by coordinates to a public land survey corner to Superintendent within 30 days of completion of Facility.
10. **Revocation.** In addition to revocation for noncompliance with the terms of this License or an applicable resolution, County may revoke this License upon 90 days written notice to Licensee. If County revokes this License, Licensee shall remove Facility and restore county road to its pre-License condition or better as determined by Superintendent. If Licensee fails to remove Facility and/or restore county road within 270 days of the written notice, County may remove Facility and/or restore county road. Licensee shall pay County's costs for such removal and restoration.
11. **Governmental Immunity.** County and Licensee do not waive and specifically retain all rights and immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, *et seq.*, and all other immunities provided by law. County and Licensee specifically reserve the right to assert all rights, immunities, and defenses they have pursuant to the Wyoming Governmental Claims Act.
12. **No Indemnity.** Licensee does not indemnify County. County does not indemnify Licensee.
13. **Waiver.** If County waives noncompliance of a term of this License, it does not constitute a waiver of any prior or subsequent noncompliance. Failure to object to noncompliance does not constitute a waiver.
14. **Time.** Time is of the essence.
15. **Savings Clause.** If any portion of this License is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this License shall remain in effect.

ATTEST

Renee Vitto  
County Clerk



Date

NATRONA COUNTY

John H. Jansen 8/21/18  
Chair  
Board of Natrona County Commissioners

APPROVED AS TO FORM

Eric K. Muhl  
Natrona County Legal Department

My term of office expires  
January 7, 2019

Michael R. Hager  
Road & Bridge Superintendent

## EXHIBIT 'A'

No. \_\_\_\_\_

## COUNTY OF NATRONA

APPLICATION FOR the installation of a 12 in PVC water main within  
County Roads 502, 503 and Swingle Acres Road.

Applicant: The City of CasperAddress: 200 North David Street, Casper, WY 82601Phone: 307-235-8341

## Furnish the Following Information:

- 1) Location: Section 23 & 24 Township 33 North, Range 80 West.
- 2) County Road Designation 502, 503 and Swingle Acres Road
- 3) Surface of County Road CR 502 - ASPHALT, CR 503 - GRAVEL, SWINGLE ACRES - ASPHALT
- 4) Soils Type where applicable Sandy Clay
- 5) Reason for Application To install a 12" PVC waterline to provide a much needed water loop connecting the Wolf Creek area to the southwest booster station located in Coates Road.
- 6) Specifications: (Attach 3 copies where applicable)  
See Attached design plans.
- 7) Plans: (Attach 3 copies where applicable)

## SKETCH

See Attached design plans.

The new proposed 12" PVC waterline will connect within Coates Road near the intersection of CY Avenue and Coates Road. The gravel surfacing and asphalt approach will be replaced once the connection is made. The waterline will then continue east along CY Avenue, Tavares Road, Bordeaux Road, Brandywine Road, thru private property and then enter Squaw Creek Road approximately 3,542 ft south of CY Avenue. The waterline will then travel north within the west half of the roadway for approximately 990 ft where it will turn east again into private property. The entire west half of Squaw Creek Road will be resurfaced with asphalt within the waterline installation area. After leaving Squaw Creek Road thru private property the waterline will continue east crossing Swingle Acres Road, approximately 1,930 ft south of CY Avenue once again entering private property. The asphalt surfacing within Swingle Acres Road will also be replaced with asphalt. The proposed patches will include a 4" thick W Base section for gravel roads and 4" of asphalt over 8" of W Base for paved sections.

Approved:

Michael D. Hage 3/22/18  
 Road and Bridge Superintendent

County Engineer

[Signature] 4/3/18  
 County Commissioner

Approval Date: \_\_\_\_\_

Bradley Holwegner 3/22/18  
 Applicant or Agent Date

P.E. 12736 3/22/18  
 Wyo. Reg. P.E. Date

[Signature]

Completion Date: 3/22/18

ORIGINAL - RECORDING FILE

RESOLUTION NO.18-202

A RESOLUTION AUTHORIZING A NATRONA COUNTY ROAD LICENSE BETWEEN NATRONA COUNTY AND THE CITY OF CASPER FOR THE WEST CASPER ZONE II WATER SYSTEM IMPROVEMENTS, PROJECT NO. 15-59.

WHEREAS, the City of Casper desires to install a 12-inch domestic water transmission main within Natrona County and outside of Casper City limits; and,

WHEREAS, the City of Casper recognizes the need and requirements for this license and accepts the requirements of this license; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Casper City Council hereby authorizes a license for construction of a 12-inch domestic water transmission main within Natrona County and outside of Casper City limits in relation to the West Casper Zone II Water System Improvements, Project No. 15-59.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:





ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

June 4, 2018

**MEMO TO:** J. Carter Napier, City Manager   
**FROM:** Andrew Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager  
**SUBJECT:** Authorizing the execution of an M-54 Utility License with the Wyoming Department of Transportation for the installation of a 3-inch HDPE casing and 1.5-inch water service line to provide water service to 7475 Highway 220

**Meeting Type & Date**  
Regular Council Meeting  
September 18, 2018

**Action type**  
Resolution

**Recommendation**  
That Council, by resolution, authorize approval of an M-54 Utility License with the Wyoming Department of Transportation for Installation of a 3-inch HDPE casing and 1.5-inch water service to provide water service to 7475 Highway 220.

**Summary**  
Property owners at 7475 Highway 220 are working with CEPI Engineering to obtain a water service for their residence. Water service is only available by connecting to a City of Casper 12-inch water main in Saddlestring Road, located southeast of Highway 220. Accessing the water main from the residence requires installation of a 3-inch HDPE casing and 1.5-inch water service line under Highway 220.

WYDOT requires an M-54 Utility License for this work to be performed in their right-of-way. While the City will not own this water service line, WYDOT requires that consummation of the license agreement be with the owner of the utility.

**Financial Considerations**  
No financial considerations.

**Oversight/Project Responsibility**  
Bruce Martin, Public Utilities Manager

**Attachments**  
Resolution  
WYDOT Utility License

**TRANSPORTATION COMMISSION OF WYOMING and its  
WYOMING DEPARTMENT OF TRANSPORTATION**

**LICENSE**

1. **Parties.** The parties to this License are City of Casper, Wyoming, hereinafter referred to as Licensee, whose physical address is 200 N. David St. Casper 82601 and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION**, whose address is 5300 Bishop Blvd, Cheyenne, WY 82009-3340, hereinafter referred to as Agency.

2. **Purpose of License.** The Licensee is planning the construction of a 3" HDPE casing pipe to install a 1.5" domestic water service service line

hereinafter referred to as Facility, located in:  
Section(s) 28 Township 33N Range 80W County (ies) Natrona  
Route Hwy 220 Milepost (RM) 109.5 Company Tracking Number: \_\_\_\_\_

**GPS Coordinates:**

GPS Datum NAD/83 accuracy to  $\pm 30'$  in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321).  
For encroachments, attach Form M-54G – *Additional GPS Coordinates* - included in the license packet.

Entering R/W: Latitude 42.798373 Longitude 106.438307  
Exiting R/W: Latitude 42.798706 Longitude 106.438884

FOR DISTRICT USE ONLY			
ML:		Maint. Section:	
		Dist. Ref. Number:	

FOR UTILITY SECTION USE ONLY			
Company Code:		Folder #:	
Offset:		Encroach Type:	
		Direction:	
		Facility Type:	

3. **Term of License and Required Approvals.** This License is effective when all parties have executed it and authority to proceed has been granted by the Agency.
4. **Responsibilities of Licensee.**

- a. **Condition of Approval.** As a condition of approval for this license, the Licensee agrees to locate the Facility identified by this license at the Licensee's expense, in accordance with Wyoming Statute § 37-12-301 *et. seq.* Wyoming Underground Facilities Notification Act, to include the nature, location and depth of the Facility. The location and depth will be described on an engineering drawing, using three dimensional planes and a datum reference determined by the Agency. If unanticipated or unusual circumstances are encountered during Facility construction which forces a deviation in excess of two feet from the approved horizontal alignment, the respective district maintenance engineer will be contacted prior to making the deviation, for approval of the deviation and an amended exhibit will be filed by the Licensee. See Plan/Staking Sheet.
- b. **Plan/Staking Sheet.** The Licensee shall attach hereto a plan sheet and/or staking sheet showing the proposed facilities to be placed within the Agency's right-of-way. This plan sheet, shall be designated Exhibit "A" and made a part of this License. Upon completion of the proposed work, the Licensee shall submit to the Agency "As-Constructed" plans showing the actual location of the facilities within the Agency's right-of-way. Exhibit "A" and the "As-Constructed" plans shall comply with the Wyoming Department of Transportation Utility Accommodation Regulation and the following requirements:

## PLAN VIEW REQUIREMENTS

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed
- Existing major utility facilities.
- Proposed Facility alignment with offset distances from either the roadway centerline or right-of-way line.
- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- Size and/or capacity of the proposed Facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new Facility so that it is easily recognizable for someone reading the drawing(s).
- Legal description: Section, Township, and Range with North Arrow.
- Reference new Facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the Facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.

## AERIAL HIGHWAY CROSS SECTION

- Low sag design clearance above the high point of the roadway.
- Existing or proposed under-built facilities, including those by others.
- Cross section view of the highway right-of-way indicating the location of poles or support structures relative to the roadway centerline or right-of-way lines.

## BURIED HIGHWAY CROSS SECTION

- Cross section view of the highway right-of-way at the crossing, showing the depth of the Facility relative to natural ground, roadway drainage ditch, and the roadway template.
- If casing pipe or conduit is used, indicate by dimension where the casing will end.
- If heavy wall thickness pipe is used instead of casing pipe, show where the heavy wall thickness pipe transitions back to normal thickness pipe.

The maximum sheet size shall be 11" x 17". Use of Agency supplied project plans and cross sections is recommended as most of the above requirements are met, saving time and expense to both parties. Contact the Agency for availability of paper plans and/or electronic design files.

- Facility Placement.** The Facility will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the exact location shown on the attached "Exhibit A"; and as directed by the Agency. Placing the Facility in a location other than originally approved without obtaining prior Agency approval by submitting a revised "Exhibit A", will void the license.
- Changes.** Any future alterations, modifications, or removals of the Facility within the highway right-of-way, required and requested by the Agency, shall be completed without delay. Adjustments will be accomplished *at no expense to the Agency*, unless otherwise provided for by law. Any costs due to delays or lack of response to the Agency or an Agency contractor resulting from the failure of the Licensee to perform the required adjustments necessitated by a highway construction project or maintenance activities, will be borne by the Licensee.
- Limitations.** This license will not be modified, transferred, or assigned without the written consent of the Agency. This license does not allow for installation of additional facilities, nor does this license set aside a strip of land of specific width for the exclusive use by the Licensee.
- Cancellation/Nullification.** The Licensee is required to notify the Agency in writing to cancel and/or nullify any issued license if the described Facility is not constructed within the prescribed time limits, scheduled to be removed, or taken out of service. No Facility will be allowed to be abandoned in place. The Facility must be removed at the time of abandonment.

- g. **Facility Access.** The maintenance, use, inspection, and access to the Facility shall be accomplished from locations outside of the lines of no access or access control. Ingress or egress to and from the Facility from the traveled ways of an access controlled road is hereby expressly forbidden.
  - h. **Traffic Control.** The Licensee agrees to the standards for traffic control as outlined in the Agency's *Traffic Control for Roadway Work Operations* manual. Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the district traffic engineer. The Licensee must cease all operations if they do not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the Agency's engineer for approval prior to starting any work on highway right-of-way.
  - i. **Contaminated Soil.** Any Licensee installing a new Facility or replacing/upgrading an existing Facility that encounters any type of contaminated soil, will at the Licensee's expense manage the contaminated soil in accordance with current DEQ regulations.
5. **Responsibilities of Agency.** This license is issued pursuant to Wyoming Statute § 1-26-813, Right-of-Way Along Public Ways . . . , and grants permission for the Licensee to occupy a portion of the right-of-way controlled by the Agency. This permission is limited by the type of controlling interest held by the Agency. Responsibility to satisfy any other fee (deeded) interest rests with the Licensee.
6. **General Provisions.**
- a. **Additional Stipulations.** Additional specific district stipulations may be attached to this form by the Agency as specified by the *Wyoming Department of Transportation Utility Accommodation Regulation*. The Licensee agrees to incorporate the applicable requirements into the design of the Facility and assures compliance with these requirements during the construction of the Facility. Non-compliance will void this permit.
  - b. **Ambiguities.** The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
  - c. **Amendments.** Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.
  - d. **Applicable Law/Venue.** The construction, interpretation and enforcement of this License shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming, the Agency, and the Licensee do not waive sovereign or governmental immunity by entering into this License, and specifically retain immunity and all defenses available to them pursuant to Wyoming Statute § 1-39-101et seq., Granting Immunity From Tort Liability, and all other state law.
  - e. **Award of Related Licenses.** The Agency may undertake or award supplemental or successor Licenses for work related to this License. The Licensee shall cooperate fully with other contractors and the Agency in all such cases.
  - f. **Construction Methods.** The license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, and other non-conventional methods will require specific prior approval by the Agency's engineer.
  - g. **Entirety of License.** This License, consisting of five (5) pages, and the attached Exhibits and Additional Stipulations consisting of the pages stamped thereon, represents the entire and integrated License between the parties and supersedes all prior negotiations, representations, and Licenses, whether written or oral.
  - h. **Indemnification.** The Licensee agrees to forever indemnify the Agency and save it harmless from all liability for damages to property, or injury to or death of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, maintenance, surveillance, repair, renewal, use, or removal of the facility by the Licensee or his agents, for those facilities located within the State or Federal highway system described or noted herein.



If the Licensee is a political subdivision of the State, the following provision applies in lieu of the above cited paragraph:

The Licensee hereby agrees to indemnify and hold harmless the Agency against all loss, liability, and damage that arises out of any activities of the Licensee, its agents, employees, and contractors in the performance of any construction, maintenance, repair, or other work on the Agency's property.

Allegations or proof of negligence or other legal fault on the part of the Agency will not defeat the Agency's rights under this provision or relieve the Licensee, its contractors, and agents of their duty to indemnify and hold harmless the Agency, but the Agency will be responsible for any percentage of fault that may be attributable to it pursuant to law, and the obligation of the Licensee, its contractors and agents to indemnify and hold harmless the Agency will be reduced by the percentage of fault attributable to the Agency.

- i. **Inspectors.** Based upon the complexity, construction methods or other concerns, the Agency may assign part-time or full-time inspector(s) to the Licensee's project. The cost of such inspection will be at the sole expense of the Licensee, and the Agency's District Offices will initiate an *Authority for Rendering Special Services (ARS)*, as provided in *Operating Policy 24-3*, to cover such costs.
- j. **Notices.** All notices arising out of, or from, the provisions of this License shall be in writing and given to the parties at the address provided under this License, either by regular mail, facsimile, or delivery in person.
- k. **Proof of Insurance.** The Licensee shall not commence work on this License until the Licensee has obtained all insurance required, provided a copy of all policies to the Agency, and such insurance has been approved by the Agency. Approval of the insurance shall not relieve or decrease the liability of the Licensee. The Licensee's insurance certificates shall be furnished or countersigned by a resident agent authorized to do business in the State of Wyoming.
- l. **Sovereign and Governmental Immunity.**

For private (non governmental) entities (which include utility companies, railroads):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

For other governmental entities (municipality, county, board, commission, another state, water districts, sewer districts and other "instrumentalities" of local governments):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement and the Licensee does not waive governmental immunity, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming, the Agency, and the Licensee specifically retain immunity and all defenses available to them pursuant to Wyoming Statute § 1-39-101 *et seq.*, and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

- m. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this License shall not be construed so as to create such status. The rights, duties and obligations contained in this License shall operate only between the parties to this License, and shall inure solely to the benefit of the parties to this License. The provisions of this License are intended only to assist the parties in determining and performing their obligations under this License.
- n. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this License.
- o. **Waiver.** The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach.

- p. **Work in Vicinity of Other Utilities.** The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with Wyoming Statute § 37-3-301 *et seq.*, *Wyoming High Voltage Power Lines and Safety Restrictions Act*, and the Licensee is further advised to comply with the provisions of Wyoming Statute § 37-12-301 *et seq.*, *Damage to Underground Public Utilities Facilities*.

7. **Signatures.** In witness thereof, the parties to this License, either personally or through their duly authorized representatives, have executed this License on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this License.

The effective date of this License is the date of the signature last affixed to this page.

**LICENSEE**

**Ray Pacheco, Mayor**

Printed Name and Title

Signature

Date

(307) 235 - 8224

Phone Number

( ) -  
Fax Number

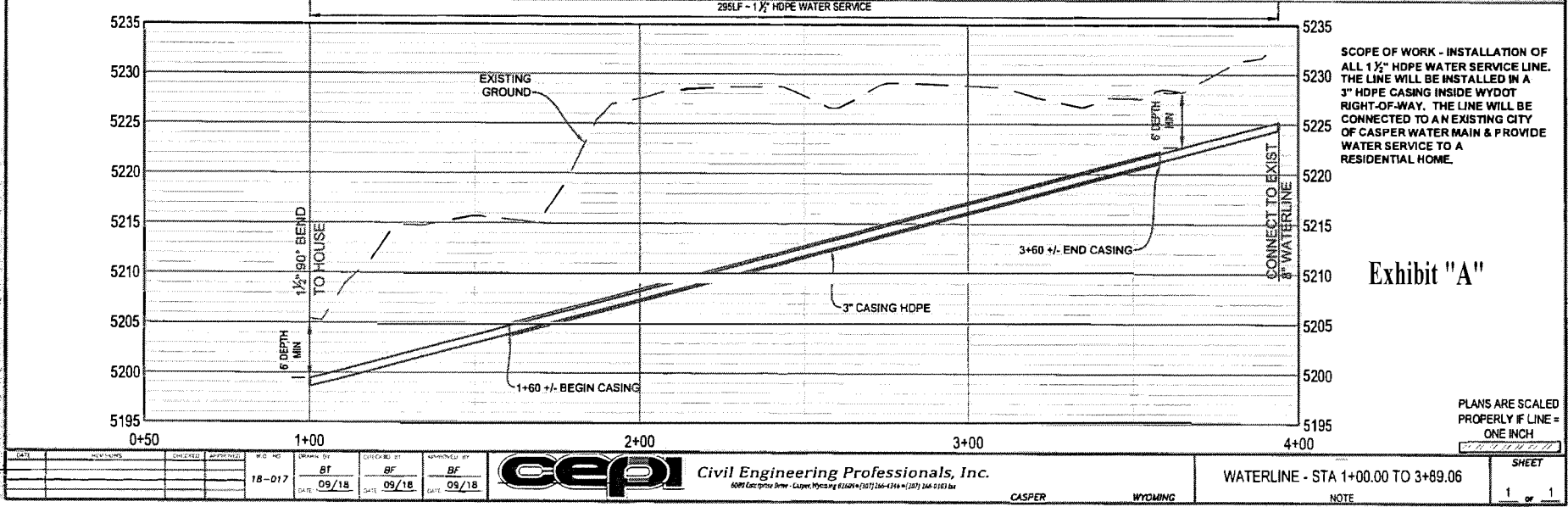
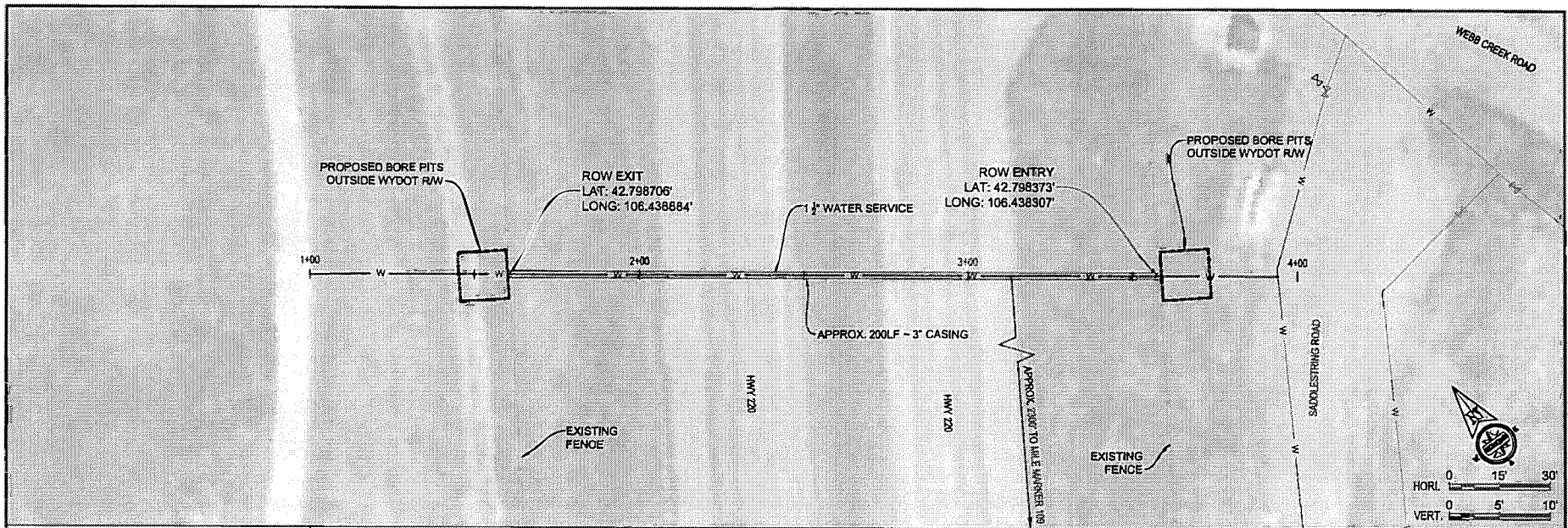
E-mail

**AGENCY**

District Representative Printed Name and Title

Signature


Date



APPROVAL AS TO FORM

I have reviewed the attached *License* (Form M-54) between the City of Casper, Wyoming, and the Transportation Commission of Wyoming and its Wyoming Department of Transportation, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: September 5, 2018.

A handwritten signature in cursive script, appearing to read "Wallace Trembath III", is written over a horizontal line.

Wallace Trembath III  
Deputy City Attorney

RESOLUTION NO.18-203

A RESOLUTION AUTHORIZING THE EXECUTION OF AN M-54 UTILITY LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF A 3-INCH HDPE CASING AND 1.5-INCH WATER SERVICE LINE AT 7475 HIGHWAY 220.

WHEREAS, the City of Casper desires to install a 3-inch HDPE casing, and a 1.5-inch water service line within Wyoming Department of Transportation right-of-way to provide water service to 7475 Highway 220; and,

WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute an M-54 Utility License for the work.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute an M-54 Utility License with the Wyoming Department of Transportation for the installation of a 3-inch HDPE casing and 1.5-inch water service line to provide water service to 7475 Highway 220.

BE IT FURTHER RESOLVED, that the City Manager, and the Public Services Director for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to these documents.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

September 12, 2018

MEMO TO: J. Carter Napier, City Manager   
FROM: Thomas Solberg, Fire Chief   
Daniel Griswold, Deputy Chief  
SUBJECT: Natrona County Hazard Mitigation Plan, 2017 Update

Meeting Type & Date

Regular Council Meeting  
09/18/2018

Action Type

Resolution

Recommendation

That Council, by resolution, adopt the Natrona County Hazard Mitigation Plan, 2017 Update.

Summary

In accordance with Wyoming State Statute 19-13-108, each political subdivision of this state shall establish a local emergency management program in accordance with the State Emergency Management Plan Program. In 2017, the City of Casper participated in a comprehensive update to the 2010 Natrona County Hazard Mitigation Plan.

The 2017 Natrona County Hazard Mitigation Plan was approved by the Federal Emergency Management Agency (FEMA) in April of 2018. Adoption of the Plan would allow the City to apply for FEMA Hazard Mitigation Assistance grants.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Daniel Griswold, Deputy Chief

Attachments

Resolution

RESOLUTION NO.18-204

A RESOLUTION ADOPTING THE 2017 NATRONA  
COUNTY HAZARD MITIGATION PLAN.

WHEREAS, THE City of Casper within Natrona County, Wyoming is a duly organized political subdivision in the State of Wyoming; and,

WHEREAS, pursuant to W.S. § 19-13-108, each political subdivision of this state shall establish a local emergency management program in accordance with the State Emergency Management Plan and Program; and,

WHEREAS, in 2017 the Natrona County Emergency Management Office, in conjunction with the Wyoming Department of Homeland Security and the Federal Emergency Management Agency (FEMA), prepared an update to the 2010 Natrona County Hazard Mitigation Plan; and,

WHEREAS, the City Council desires to adopt the 2017 Natrona County Hazard Mitigation Plan.

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

Section 1:

That the City Council hereby adopts and incorporates the 2017 Natrona County Hazard Mitigation Plan, as part of the emergency management program for Casper.

Section 2:


That the Natrona County Emergency Management Office, a division of the Natrona County Sheriff's Office, is designated the Local Emergency Management Coordinator, pursuant to W.S. § 19-13-101 et seq.

Section 3:

That the 2017 Natrona County Hazard Mitigation Plan be submitted to show compliance with the FEMA requirement for hazard mitigation evaluation and review.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor



9/5/18

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Fleur Tremel, Assistant to the City Manager  
SUBJECT: Court Appointed Attorney Contract

Meeting Type & Date

Council Meeting  
September 18, 2018

Action type

Resolution

Recommendation

That Council, by resolution, authorize a contract with the Law Office of Hampton M. Young, Jr., P.C. to provide court appointed legal services for the Casper Municipal Court.

Summary

The purpose of this Contract is for Contractor to provide court appointed legal services for the Casper Municipal Court. Such legal services are necessary for the indigent defendants charged in the City of Casper Municipal Court, and provided for under Rule 44 of the Wyoming Rules of Criminal Procedure (WRCP). Such clients will be appointed at the discretion of the Municipal Court Judge when defendants are deemed eligible.

Recently, the City has had a difficult time finding attorneys to provide court appointed attorney services at the current hourly rate. After looking at other jurisdictions, Staff thought following Cheyenne's contract model might better serve indigent defendants, and received direction from Council to move forward with a Request for Proposal (RFP) process. After the RFP period, the City received one (1) proposal. The city was able to negotiate a mutually beneficial contract and would like to move forward with approving this contract.

Financial Considerations

The City will pay a minimum of Sixteen Thousand Two Hundred Dollars and No/100 (\$16,200.00) to be paid monthly in the amount of One Thousand Three Hundred Fifty Dollars and No/100 (\$1350.00) per month. The City will also have to pay an hourly rate of One Hundred Fifty Dollars (\$150.00) an hour if the number of hours worked per month exceeds fifteen (15) hours of work per month.

Oversight/Project Responsibility

Fleur Tremel for contracting.

Judge Cally Lund for case assignment and invoice management and approval.

Attachments

Contract

Resolution

## **CITY OF CASPER**

### **CONTRACT FOR PROFESSIONAL SERVICES FOR COURT APPOINTED ATTORNEY**

#### **I. PARTIES**

The parties to this Contract (each a “Party and collectively, the “Parties”) are the City of Casper, a Municipal Corporation, whose address is 200 North David Street, Casper, Wyoming, 82601, hereinafter “City” and Hampton M. Young, Jr., P.C. whose address is 123 West 1<sup>st</sup> Street, Ste 701, Casper , WY 82601, hereinafter “Contractor.” This Contract is effective upon execution by each Party and receipt of all necessary approvals.

#### **II. PURPOSE**

The purpose of this Contract is for Contractor to provide court appointed legal services for the Casper Municipal Court. Such legal services are necessary for the indigent defendants charged in the City of Casper Municipal Court, and provided for under Rule 44 of the Wyoming Rules of Criminal Procedure (WRCP). Such clients will be appointed at the discretion of the Municipal Court Judge when defendants are deemed eligible.

#### **III. TERM, RENEWAL, AND TERMINATION**

- a. This Contract is effective when all Parties have executed it and all required approvals have been granted. The term of this Contract shall be for a term of one (1) year from the last date of approval on this Contract.
- b. This Contract may be extended and amended by agreement of both Parties in writing and subject to the required approvals. There is no right to, or expectation of renewal and any renewal will be determined at the discretion of the City and written agreement of Contractor.
- c. It is the responsibility of the Contractor to notify the Municipal Court Judge in writing, ninety (90) days prior to the expiration date of the Agreement, of their intent not to renew their existing Agreement. In the absence of such notification, the Agreement shall renew for a term of one (1) year subject to the same terms.
- d. Either Party may terminate this agreement without cause in whole or in part in writing upon thirty (30) days written notification to the Municipal Court Judge.

#### **IV. REQUIREMENTS AND RESPONSIBILITIES OF CITY. City agrees to pay Contractor in accordance with the terms of this Contract.**

V. **REQUIREMENTS AND RESPONSIBILITIES OF CONTRACTOR**

- a. Contractor must be a member in good standing of the Wyoming State Bar Association, and shall maintain such good standing at all times while performing services under this Contract.
- b. Contractor shall comply with the Wyoming Rules of Professional Conduct and the Wyoming Rules of Criminal Procedure.
- c. Contractor must complete and submit a W-9 form, the required identification information, and the City of Casper Merchant & Supplier Set-Up Form with a signed Agreement, and notify the City of any changes of address or telephone number within fifteen (15) days.
- d. Contractor shall maintain complete records of all client files and any fees for experts, mileage, hotels, or other case extraneous costs for a period of ten (10) years.
- e. Contractor shall accept all Court Appointed legal representation cases, unless a conflict exists. If a conflict does exist, the Contractor shall notify the City within ten (10) days.
- f. Maintain Errors or Omissions (E&O) insurance in an amount, but not less than three hundred thousand dollars, (\$300,000.00) determined by the Insurance Company to be sufficient for criminal defense, and said insurance certificate should be provided to the City and kept on record. The City should be contacted immediately upon any changes in said insurance. If possible, through the insurance policy, the City should be named as an additional insured on said policy.
- g. Contractor shall not accept a payment of money or anything of value from or on behalf of an eligible client for the performance of services.
- h. Contractor shall be responsible for paying all other expenses necessary to perform the required services including but not limited to travel costs, research, additional copies, word processing expenses, paralegal assistance, etc. such costs being expressly included in the contract price.
- i. The Contractors duties shall include, but not be limited to:
  - i. Providing timely and competent legal representation, including appeal work, if necessary;
  - ii. Providing the investigatory resources necessary for a complete defense;
  - iii. Appearing for all court hearings as required;

- iv. Meeting with clients at the earliest possible convenience.

**VI. PAYMENT**

- a. The City agrees to pay Contractor for the services described in this Contract in accordance with the terms of this Contract in the amount of Sixteen Thousand Two Hundred Dollars and No/100 (\$16,200.00) to be paid monthly in the amount of One Thousand Three Hundred Fifty Dollars and No/100 (\$1350.00) per month. The City agrees that if Contractor exceeds fifteen (15) hours of work per month, the City will pay Contractor an hourly rate of One Hundred Fifty Dollars (\$150.00) an hour.
  - i. Should Contractor exceed fifteen (15) hours, Contractor shall invoice the City within thirty (30) days. The Municipal Court Judge shall review the invoice and deem appropriate expenses approved. The City shall pay the invoice within forty-five (45) days of invoice arrival.
- b. **Extraneous Legal Expenses:** The payment for expert witnesses, technical or investigative services, interpreters or similar services, travel expenses, lodging, and other case-specific extraneous expenses is allowed up to \$1,000 per calendar year provided complete documentation is provided by Contractor to justify the extraneous expenses. If the amount will exceed \$1,000 per calendar year, Contractor must get the approval of the Court by filing an ex parte motion. Such ex parte motion shall explain the justification for such expense and be accompanied by an order approving the expenditure.

**VII. INDEPENDENT CONTRACTOR.**

- a. Contractor is deemed an independent contractor. No act of either party hereto shall be construed to make, render or reestablish the other party as its principal, agent, joint venture, partner, member, employer, employee, or associate. City shall neither have nor exercise any control or direction over the methods by which Contractor, or any officer, director, employee, member, agent, Contractor or representative of Contractor, performs their professional services.
- b. No relationship of employer and employee is created or implied by this agreement. No officer, member, director, employee, agent, Contractor, or representative of Contractor shall be entitled to claim vacation pay, sick leave, retirement benefits, social security, worker's compensation, or any other benefits of any kind available to Contractor's employees.

- VIII. CONFLICTS OF INTEREST.** Contractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the client or a disclosure which would adversely affect the interests of the client. Contractor shall notify the City and the Municipal Court of any potential or actual conflicts of interest arising during the course of the Contractor's performance under this Contract. In the event a conflict of interest arises, this contract may be terminated. Termination of the contract will be subject to a mutual settlement of accounts. In the event the Contract is terminated under this provision, the Contractor shall

take steps to insure that the file, evidence, evaluation and data are provided to the Agency or its designee. This does not prohibit or affect the Contractor's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

- IX. **PRIVATE PRACTICE.** Contractor may represent private clients or hold other public defender contracts with other governmental entities so long as such representation does not interfere with Contractor's obligations under this Contract or create a conflict of interest in the representation of indigent defendants.
- X. **SEVERABILITY.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- XI. **SOVEREIGN IMMUNITY.** The City does not waive sovereign governmental immunity by entering this Contract. The City specifically retains all immunities and defenses available to them a sovereign or governmental entity pursuant to Wyo. Stat. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- XII. **TIME IS OF THE ESSENCE.** Time is of the essence in all provisions of this Contract.
- XIII. **INDEMNIFICATION.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Contractor agrees to indemnify City resulting from any damages, loss, or injury that the City may suffer as a result of the conduct of Contractor acting pursuant to or within the scope of this Contract.
- XIV. **ASSIGNMENT.** Except as specifically provide herein, neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party.
- XV. **NOTICES.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the address(es) provided under this Contract.
- XVI. **GENERAL PROVISIONS**
  - a. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

- b. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming.
- c. **Extensions/Renewals.** Except as provided in paragraph III, nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- d. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- e. This Agreement revokes and supersedes any and all agreement and policies regarding Court Appointed Attorney appointments that the parties may have previously entered into or executed.
- f. This contract represents the entire agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral.
- g. 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.

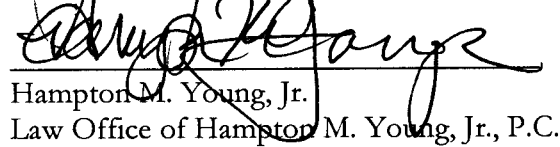
*Signatures on the following page.*

**NOW, THERFORE**, in consideration of the mutual promises and agreements contained herein, it is understood and agreed that both parties will adhere to the terms of the Contract

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

**CONTRACTOR:**

  
\_\_\_\_\_  
Hampton M. Young, Jr.  
Law Office of Hampton M. Young, Jr., P.C.

Date: 09/05/2018

**CITY:**

\_\_\_\_\_  
Ray Pacheco  
Mayor, City of Casper

Date: \_\_\_\_\_

\_\_\_\_\_  
J. Carter Napier  
City Manager, City of Casper

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Fleur D. Tremel  
Clerk, City of Casper

Date: \_\_\_\_\_

RESOLUTION NO.18-205

A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE LAW OFFICE OF HAMPTON M. YOUNG JR., P.C.  
TO PROVIDE COURT APPOINTED LEGAL SERVICES  
FOR THE CASPER MUNICIPAL COURT.

WHEREAS, the City has had a difficult time finding attorneys to provide  
court appointed attorney services at the current hourly rate; and,

WHEREAS, after looking at other jurisdictions, Staff thought following  
Cheyenne's contract model might better serve indigent defendants; and,

WHEREAS, Staff received direction from Council to move forward with a  
Request for Proposal (RFP) process; and,

WHEREAS, after the RFP period, the City received one (1) proposal; and,

WHEREAS, the City was able to negotiate a mutually beneficial contract.

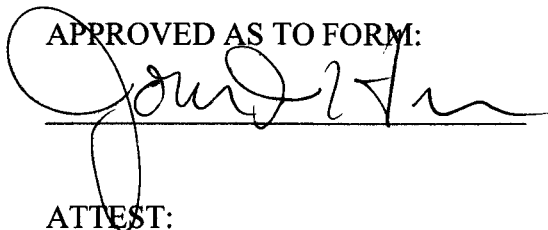
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING  
BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized  
and directed to execute, and the City Clerk to attest, a contract with the Law Office of  
Hampton M. Young, Jr., P.C. to provide court appointed legal services for the Casper  
Municipal Court.

BE IT FURTHER RESOLVED: That the City Manager is hereby  
authorized to make verified partial payments throughout the term of the agreement, in an  
amount of Sixteen Thousand Two Hundred Dollars and No/100 (\$16,200.00) to be paid  
monthly in the amount of One Thousand Three Hundred Fifty Dollars and No/100  
(\$1,350.00) per month.

BE IT ALSO RESOLVED: That the City will also have to pay an hourly  
rate of One Hundred Fifty Dollars (\$150.00) an hour if the number of hours worked per  
month exceeds fifteen (15) hours of work per month.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_,  
2018.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor