

# **COUNCIL MEETING AGENDA**

**Casper City Council  
City Hall, Council Chambers  
Tuesday, July 2, 2019, 6:00 p.m.**



## **COUNCIL POLICY PUBLIC STATEMENTS**

- I. 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 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.
- II. 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.
- III. 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.
- IV. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- V. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the 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 JUNE 18, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JUNE 25, 2019
4. CONSIDERATION OF BILLS AND CLAIMS

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5. COMMUNICATIONS

A. From Persons Present

6. PUBLIC HEARING

A. Ordinance

1. Amending Section 17.12.124 of the Casper Municipal Code Pertaining to **Wireless Communication Facilities.**

7. THIRD READING ORDINANCES

A. Amending Sections 17.12.150 (D) (**Site Plan Approval Criteria**) and (H) (**City Council Review**) of the Casper Municipal Code.

1. Communications from Persons Present

B. Amending Sections 17.52.100 and 17.52.110 (**PUD Approval**) of the Casper Municipal Code.

1. Communications from Persons Present

C. Amending Section 16.08.480 (**Subdivisions**) of the Casper Municipal Code to Harmonize with Wyoming Statutes § 15-1-501(a)(iii).

1. Communications from Persons Present

D. Amending Section 9.48.010 of the Municipal Code Regarding **Camping in the City Limits.**

1. Communications from Persons Present

E. Amending Section 10.36.030 of the Municipal Code Making **Small Trailers** Subject to the Same **Parking Restrictions** as Other Trailers and Recreational Vehicles.

1. Communications from Persons Present

8. SECOND READING ORDINANCES

A. Approving a **Plat Creating Fleming Addition** to the City of Casper, and Approving the Subdivision Agreement for said Addition.

1. Communications from Persons Present

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8. SECOND READING ORDINANCES (continued)

- B. **Rezoning** of Block 60, Lot 9, and N. 20' of Lot 10; and Block 60, West 1/2 of Lots 10-12, Exc. N. 20' of Lot 10, Casper Addition, Located Directly East of the New Rescue Mission, on Lots Currently Addressed as **221 & 227 North Park Street**.

1. Communications from Persons Present

- C. Amending Subparagraphs 10.36.031(D)(2)(b)(ii), (iv) and (v) of the Casper Municipal Code Regarding **Mobile Vendor Parking**.

1. Communications from Persons Present

9. RESOLUTIONS

A. Consent

1. Authorizing Contracts with the Individual Organizations for use of the **Optional 1%#16 Sales Tax Special Projects Funds for Community Projects**.

a. Arc of Natrona County	\$46,667	p. Joshua's Storehouse	\$13,000
b. Boys & Girls Club	\$229,964	q. Mercer Family Resource Center	\$128,022
c. CASA	\$15,556	r. NC Health Department	\$41,667
d. CATC	\$1,600,000	s. Natrona County Meals On Wheels	\$34,722
e. Casper Housing Authority	\$500,000	t. Natrona County Public Library	\$300,815
f. Casper Mountain Ski Patrol	\$3,000	u. Nicolaysen Art Museum	\$400,000
g. Casper Sports Alliance	\$37,444	v. Science Zone	\$334,444
h. Central WY Hospice	\$153,333	w. Self Help Center	\$220,556
i. Central WY Rescue Mission	\$116,644	x. (Mother) Seton House	\$145,222
j. Central WY Senior Services	\$212,469	y. United Way	\$15,151
k. Child Development Center	\$85,000	z. UW Extension of Natrona County	\$99,013
l. Children's Advocacy Project	\$138,333	aa. WY Food Bank of the Rockies	\$20,000
m. Downtown Dev. Authority	\$14,506	bb. WY Food for Thought Project	\$78,333
n. Greater WY Big Brothers/Sisters	\$152,378	cc. Youth Crisis Center	\$279,240
o. Interfaith of NC	\$136,667		

2. Authorizing Submission of a Grant Application to the **U.S. Department of Transportation** for a **2019 BUILD Transportation Discretionary Grant for Midwest Avenue Improvements**.

3. Authorizing an Agreement with **Wayne Coleman Construction, Inc.**, in the Amount of \$248,307, for the **2019 Solid Waste Asphalt Improvements Project**.

4. Authorizing a Contract for Professional Services with **Stantec Consulting Services, Inc.**, in the Amount of \$149,743, for the **North Platte River Restoration 1<sup>st</sup> Street Reach Project**.

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9. RESOLUTIONS (continued)

A. Consent

5. Authorizing Change Order No. 1 with **Caspar Building Systems, Inc.**, for a Time Extension of 49 days, for the **Compost Equipment Building Heating Project**.
6. Authorizing an M-54 License with the **Wyoming Department of Transportation** for Installation of a **Water Distribution Line within Wyoming Department of Transportation Right-of-way** to serve the Topol Addition.
7. Authorizing a Professional Services Contract with **Civil Engineering Professionals, Inc.**, in the Amount of \$197,500, for water system modeling and study for the City of Casper **2020 Water System Master Plan Project**.
8. Authorizing an Agreement with the **United States Department of the Interior – Bureau of Reclamation** for Negotiation of a **New Water Service Contract**.
9. Authorizing a Sole Source Contract for Professional Services with **Recykling Industrial Repairs, Inc.**, in an Amount not to Exceed \$270,116, for the **Baler Extension of Ejection Ram System Project**.
10. Authorizing Submission of an Application for a Transportation Alternatives Program Grant from the **Wyoming Department of Transportation**, in the Amount of \$219,364, for the **Midwest Avenue Bike Land and Pedestrian Development**.
11. Authorizing a Memorandum of Understanding with **FLAG Development, LLC**, for the Real Property Generally Described as the “**Former Plains Furniture Properties**”.

10. MINUTE ACTION

A. Consent

1. Authorizing the Appointment of New Members, **Ryan McIntyre and Tony Hager**, to the **Downtown Development Authority Board of Directors**.
2. Rejecting Bid submitted for the **Wastewater Treatment Plant Digester Boiler Installation Project**.

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

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12. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL AND PROPERTY ACQUISITION

13. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, July 16, 2019– Council Chambers

6:00 p.m. Tuesday, August 6, 2019 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, July 9, 2019 – Council Meeting Room

4:30 p.m. Tuesday, July 23, 2019– 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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
June 18, 2019

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, June 18, 2019. Present: Councilmembers Bates, Freel, Hopkins, Huber, Johnson, Lutz, Pacheco, Walsh and Mayor Powell.

2. PLEDGE OF ALLEGIANCE

Citizen Brad Hopkins the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Pacheco, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the June 4, 2019, regular Council meeting, as published in the Casper-Star Tribune on June 11, 2019. Motion passed.

4. BILLS & CLAIMS

Moved by Councilmember Walsh, seconded by Councilmember Freel, to, by minute action, approve payment of the June 18, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 06/18/19		
AHerden	Services	\$200.00
AllianceElec	Services	\$8,464.87
Alluretech	Services	\$42.00
AMBI	Services	\$772.62
AndrnHunt	Services	\$4,893.22
AtIntcElect	Services	\$2,500.00
B Governanti	Reimb	\$62.90
Balefill	Services	\$110,433.38
BankOfAmerica	Goods	\$172,624.89
Brenntag	Goods	\$13,239.00
CasparBuildSystems	Services	\$91,198.30
Cellebrite	Supplies	\$13,085.00
Centurylink	Services	\$17,255.63
CityofCasper	Services	\$25,998.39
CivilEngineeringProfessionals	Projects	\$7,640.00
CommTech	Goods	\$2,882.21
Comtronix	Services	\$900.00
CowdinCleaning	Services	\$918.00
CsprPD	Funding	\$434.73
DaveLodenConstruction	Projects	\$425.00
Dell	Goods	\$1,140.24
DesertMtn	Goods	\$26,464.33

DGood	Services	\$200.00
DvdsnFxdMgmt	Services	\$4,088.01
EnvironmentalCivilSolutions	Services	\$11,714.73
FirstData	Services	\$147.30
Forterra	Supplies	\$18,900.00
FullerEnt	Const	\$6,500.00
GarageDoorDudes	Services	\$470.00
GMarshInc	Services	\$12,506.63
GolderAssociates	Services	\$23,791.59
GrizzlyExcavating	Projects	\$133,823.70
GrizzlyExc	Retain	\$14,869.30
HarrisComputer	Services	\$760.00
HDR Engineering	Projects	\$9,190.37
Homax	Goods	\$99,739.78
ImsInfrastrct	Software	\$24,236.25
IndstrlContnrSvc	Goods	\$4,245.35
Installation&Svc	Projects	\$39,188.91
J Gall	Reimb	\$500.00
JGerhart	Reimb	\$376.56
JTLGroup	Services	\$114,402.64
JWCEnvrmntl	Supp	\$9,974.61
KHallock	Reimb	\$56.68
KubwaterResources	Goods	\$5,618.85
LisasSpicnSpan	Services	\$561.00
Lower&Co	Svc	\$1,000.00
McMurryReadyMix	Goods	\$166.50
MMosteller	Reimb	\$100.00
Motorola	Goods	\$63,573.40
NCConservationDistrict	Funding	\$85,000.00
OneCallofWy	Services	\$1,059.16
PelicanCorp	Services	\$2,998.95
PostalPros	Services	\$2,547.13
Printworks	Supp	\$583.33
RegionalWater	Services	\$679,055.55
RNapier	Refund	\$25.00
RockyMtnPower	Services	\$27,978.37
SaltusTech	Goods	\$1,777.25
SamParsonsUpholstery	Services	\$194.00
SeniorPatientAdvocates	Services	\$495.00
StellarProgramming	Services	\$125.00
Sumuri	Services	\$15,995.00
TrihydroCorp	Projects	\$5,025.00
Wamco	Tests	\$380.00

WayneColemanConstruction	Projects	\$987.18
WDaisy	Reimb	\$500.00
WesternPlainsLandscaping	Services	\$35,464.50
WesternWaterConsult	Services	\$7,622.25
WH LLC	Services	\$5,380.66
WhitedFlrSrfcng	Svc	\$48,687.50
WNeeland	Reimb	\$91.93
WstPlnsLndscp	Retain	\$3,940.50
WyDoorSvc	Reprs	\$1,490.60
WyPowerWash	Services	\$1,123.44
		\$2,030,804.17

##### 5. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Craig Sheets, regarding various safety issues; Hubert Townsend, 1202 Country Club, suggesting changes to the dog leash law; Leah Townsend, 1202 Country Club, also requesting revisiting the leash law; Nancy Garton, 220 N. Grant, requesting several safety improvements in the vicinity of the Mission; Rocky Eades, Park Street, sharing concerns about neighborhood impacts of the Rescue Mission and possible future issues with the homeless in our community; Paul Paad, 2781 Cherokee, sharing concerns with the special event guide, and requesting reimbursement for insurance costs for the recent motorcycle parade; and Mileage Mike Harrison, 742 N. Jefferson, regarding special event insurance requirements and about the dog leash law.

Councilmember Walsh requested an update on the animal ordinance as well as information on the homeless population at future work sessions. Mayor Powell asked about the correlation between the special events guide and the pertinent ordinances. City Attorney Henley indicated that he would research the matter further. Councilmember Huber shared his experience with insurance requirements for a special event. Several citizens in the audience shouted their opinions on the matter. Several Councilmembers called for a point of order as the exchange continued. Mayor Powell assured the audience that there would be follow-up on the special events guide. Councilmember Bates addressed the leash law concerns by reminding everyone that money is budgeted for dog park improvements.

##### 6.A.1 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the plat creating the Fleming Addition. City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated June 7, 2019 and an affidavit of publication, as published in the Casper-Star Tribune, dated May 29, 2019. City Manager Napier provided a brief report. Speaking in support was Greg Fleming, plat applicant. There being no others to speak for or against the issues involving the Fleming Addition, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 18-19  
AN ORDINANCE APPROVING THE FLEMING  
SUBDIVISION AGREEMENT AND THE FINAL PLAT OF  
FLEMING ADDITION.

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

#### 6.A.2 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the zone change for 221 & 227 North Park Street. City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated June 3, 2019 and an affidavit of publication, as published in the Casper-Star Tribune, dated May 28, 2019. City Manager Napier provided a brief report.

Brad Hopkins, Executive Director of the Wyoming Rescue Mission (Mission), spoke in support. Councilmembers had several questions for Mr. Hopkins, which he addressed.

Also speaking in support was: Dave Anderson, 633 East A; Pat Sweeney, 951 N. Kimball; Jeanine Beagle, 630 East A; Tanya Yelton, owner of lots south of the Mission; Clarence Earl Syford Jr., Mission resident; Wendell Roads, Mission resident; William Stover, 4205 Fort Caspar Road; Bob Lemon, 915 N. Elma; and Laurence Bullard, Mission resident.

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. 19-19

AN ORDINANCE APPROVING A ZONE CHANGE OF BLOCK 60, LOT 9, AND THE NORTH 20-FEET OF LOT 10; AND BLOCK 60, WEST ½ OF LOTS 10-12, EXCEPTING THE NORTH 20-FEET OF LOT 10, CASPER ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

Councilmember Huber presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Pacheco. Councilmembers discussed the matter briefly. Motion passed.

#### 6.A.3 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the amendment to the mobile vendor parking ordinance. City Attorney Henley entered one (1) exhibit: correspondence from John Henley to the Casper City Council and J. Carter Napier, dated June 12, 2019. City Manager Napier provided a brief report.

Speaking in opposition was Shawn Houck, 602 S. Park. There being no others to speak for or against the issues involving the mobile vendor parking ordinance, the public hearing was closed. Following ordinance read:

#### ORDINANCE NO. 20-19

AN ORDINANCE AMENDING CHAPTER 10.36.031 OF THE CASPER MUNICIPAL CODE.

Councilmember Walsh presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Bates. Councilmembers shared their opinions on the matter. Councilmembers Freel, Lutz, and Pacheco voted nay. Motion passed.

6.B.1 PUBLIC HEARING - RESOLUTION

Mayor Powell opened the public hearing for the fiscal year 2019 budget amendment #3. City Attorney Henley entered two (2) exhibits: correspondence from Tom Pitlick to J. Carter Napier, dated June 6, 2019 and an affidavit of publication, as published in the Casper-Star Tribune, dated June 6, 2019. City Manager Napier provided a brief report.

There being no one to speak for or against the issue, the public hearing was closed. Following resolution read:

RESOLUTION NO. 19-100  
A RESOLUTION AMENDING THE CURRENT BUDGET  
FOR THE FISCAL YEAR ENDING JUNE 30, 2019.

Councilmember Walsh presented the foregoing resolution for adoption. Seconded by Councilmember Hopkins. Councilmember Walsh abstained from voting on personnel within the budget amendment. Motion passed.

6.B.2 PUBLIC HEARING - RESOLUTION

Mayor Powell opened the public hearing for the consideration of the fiscal year 2020 budget. City Attorney Henley entered two (2) exhibits: correspondence from Tom Pitlick to J. Carter Napier, dated June 18, 2019 and an affidavit of publication, as published in the Casper-Star Tribune, dated June 6, 2019. City Manager Napier provided a brief report.

There being no one to speak for or against the issue, the public hearing was closed. Following resolution read:

RESOLUTION NO. 19-99  
A RESOLUTION MAKING APPROPRIATIONS OF FUNDS  
TO COVER EXPENDITURES OF THE CITY OF CASPER,  
WYOMING, FOR THE FISCAL YEAR OF JULY 1, 2019 TO  
JUNE 30, 2020.

Councilmember Hopkins presented the foregoing resolution for adoption. Seconded by Councilmember Johnson. Councilmember Walsh abstained from voting on personnel within the budget. Motion passed.

6.C PUBLIC HEARING - MINUTE ACTION

Mayor Powell opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 40, for Thai Kitchen Casper, LLC d/b/a Thai Kitchen, located at 1120 East 12th Street.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated May 20, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated June 10, 2019; an affidavit of website publication, as published on the City of Casper website, dated May 21, 2019; an affidavit of notice of conspicuous posting, as posted at 1120 East 12<sup>th</sup>, dated May 21, 2019; and the liquor license application filed May 17, 2019. City Manager Napier provided a brief report.

Speaking in support was Napat Lai. There being no others to speak for or against the issues involving Restaurant Liquor License No. 40, the public hearing was closed.

Moved by Councilmember Bates, seconded by Councilmember Lutz, to, by minute action, authorize the issuance of Restaurant Liquor License No. 40. Motion passed.

7.A ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 13-19  
AN ORDINANCE AMENDING SECTION 17.12.150 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO SITE  
PLANS.

Councilmember Johnson presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Walsh. There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

7.B ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 14-19  
AN ORDINANCE AMENDING SECTIONS 17.52.100 AND  
17.52.110 OF THE CASPER MUNICIPAL CODE ABOUT  
PUD APPROVAL.

Councilmember Freel presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Walsh. There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

7.C ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 15-19  
AN ORDINANCE AMENDING SECTION 16.08.040 OF THE  
CASPER MUNICIPAL CODE TO HARMONIZE WITH  
WYOMING STATUTES § 15-1-501 (a)(III).

Councilmember Walsh presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Johnson. There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

7.D ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 16-19  
AN ORDINANCE AMENDING SECTION 9.48 OF THE  
CASPER MUNICIPAL CODE REGARDING CAMPING IN  
THE CITY LIMITS.



Councilmember Johnson presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Bates. No citizens spoke on the ordinance. Councilmember Huber and Mayor Powell voted nay. Motion passed.

7.E ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 17-19  
AN ORDINANCE AMENDING CHAPTER 10 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO PARKING.

Councilmember Walsh presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Lutz. No citizens spoke on the ordinance. Councilmember Hopkins voted nay. Motion passed.

8. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-101  
A RESOLUTION AUTHORIZING A PROFESSIONAL  
SERVICES CONTRACT WITH CASPER AREA  
TRANSPORTATION COALITION, INC., A WYOMING  
NON-PROFIT CORPORATION, FOR FISCAL YEAR 2020.

RESOLUTION NO. 19-102  
A RESOLUTION AUTHORIZING A LEASE TO THE  
CASPER AREA TRANSPORTATION COALITION, INC., A  
WYOMING NON-PROFIT CORPORATION, FOR TWO  
BUILDINGS, THE PARKING AREA, AND ADJACENT  
LAND AT 1715 EAST 4TH STREET.

RESOLUTION NO. 19-103  
A RESOLUTION AUTHORIZING A LEASE FOR THE USE  
OF CERTAIN CITY-OWNED VEHICLES TO THE CASPER  
AREA TRANSPORTATION COALITION, INC., A  
WYOMING NON-PROFIT CORPORATION, FOR THE  
TRANSPORTATION OF THE ELDERLY, DISABLED, AND  
GENERAL PUBLIC FOR FISCAL YEAR 2020.

RESOLUTION NO. 19-104  
A RESOLUTION INITIATING THE ANNEXATION OF 14.5 -  
ACRES, MORE OR LESS, DESCRIBED AS THE GREEN  
VALLEY MOBILE HOME PARK, LOCATED AT 2760  
SOUTH ROBERTSON ROAD.

RESOLUTION NO. 19-105  
A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO  
THE COOPERATIVE AGREEMENT BETWEEN THE  
WYOMING DEPARTMENT OF TRANSPORTATION AND

CITY OF CASPER FOR CONSTRUCTION ACTIVITIES  
RELATED TO THE INTERSTATE 25 & CASPER  
MARGINAL BEAUTIFICATION PROJECT.

RESOLUTION NO. 19-106

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO  
THE WYOMING WATER DEVELOPMENT COMMISSION  
GRANT FOR THE EAST CASPER ZONE III WATER  
SYSTEM IMPROVEMENTS PROJECT NO. 13-38.

RESOLUTION NO. 19-107

A RESOLUTION AUTHORIZING A REVOCABLE LICENSE  
AGREEMENT WITH ENERGY PROPERTY HOLDINGS  
FOR WATER AND SEWER SERVICES ACROSS CITY-  
OWNED PROPERTY.

RESOLUTION NO. 19-108

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
LONG BUILDING TECHNOLOGIES FOR THE CITY  
FACILITIES SECURITY DOOR UPGRADES, PROJECT NO.  
18-064.

RESOLUTION NO. 19-109

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
CROWN CONSTRUCTION, LLC, FOR THE 2019 PLATTE  
RIVER TRAILS REPLACEMENTS PROJECT NO. 19-019.

RESOLUTION NO. 19-110

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
CARR COATINGS, LLC, FOR THE NORTH PARK TANK  
EXTERIOR PAINTING PROJECT NO. 19-016.

RESOLUTION NO. 19-111

A RESOLUTION AUTHORIZING A PROCUREMENT  
AGREEMENT WITH S.P. KINNEY ENGINEERS, INC. FOR  
A KINNEY MODEL A-1 AUTOMATIC SELF-CLEANING  
STRAINER FOR USE AT THE SAM H. HOBBS  
WASTEWATER TREATMENT PLANT.

RESOLUTION NO. 19-112

A RESOLUTION AUTHORIZING THE LEVYING OF 8  
MILLS PROPERTY TAX BY THE NATRONA COUNTY  
ASSESSOR ON BEHALF OF THE CITY OF CASPER.

Councilmember Freel presented the foregoing twelve (12) resolutions for adoption.  
Seconded by Councilmember Walsh. City Manager Napier provided a brief report.  
Councilmember Walsh voted nay on Resolution No. 19-109. Motion passed.

9. MINUTE ACTION— CONSENT

Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to, by consent minute action:

1. authorizing a sole source purchase agreement with Core and Main for the purchase of Neptune water meters and meter registers.
2. authorizing the discharge of \$233,149.85 of uncollectible accounts receivable balances from OMNI.
3. authorizing the discharge of \$9,589.69 of uncollectible accounts receivable balances, aged between the date of January 1, 2014 and March 31, 2014, including a more recent bankruptcy.
4. authorizing the purchase of one (1) new side loading, 27 cubic yard, sanitation truck, from CMI TECO, in the total amount of \$301,838, before trade.
5. authorizing the purchase of one (1) new front-end loader, from Wyoming Machinery, in the total amount of \$145,761.
6. authorizing the purchase of one (1) new fuel supply trailer, from Ameritech Equipment Co., in the total amount of \$24,375.

Motion passed.

10. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke on meetings and events they attended. Council also discussed options to best manage the communications from persons present section of the meeting.

11. ADJOURNMENT

Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, June 25, **2019, in the Council's meeting room; and, a regular** Council meeting to be held at 6:00 p.m., Tuesday, July 2, 2019, in the Council Chambers. Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by minute action adjourn. Motion passed. The meeting was adjourned at 8:11 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Charles Powell  
Mayor

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

<b>71 CONSTRUCTION, INC.</b>	128293C DOLOMITE ROAD BASE	\$1,083.80
	20436HP CSS-1 TACK OIL	\$3,951.55
	<b>Subtotal for Cost Center Streets:</b>	<b>\$5,035.35</b>
	<b>Vendor Subtotal:</b>	<b>\$5,035.35</b>
<b>A.M.B.I. &amp; SHIPPING, INC.</b>	19-06-098 ROLL OF STAMPS	\$550.00
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$550.00</b>
	19-05-401 POSTAGE	\$7.20
	<b>Subtotal for Cost Center Engineering:</b>	<b>\$7.20</b>
	19-05-403 POSTAGE	\$81.71
	<b>Subtotal for Cost Center Fire:</b>	<b>\$81.71</b>
	19-05-407 POSTAGE	\$53.75
	<b>Subtotal for Cost Center Human Resources:</b>	<b>\$53.75</b>
	19-04-544 POSTAGE/SHIPPING	\$130.10
	<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$130.10</b>
	19-06-116 CERTIFIED MAIL	\$44.25
	<b>Subtotal for Cost Center Planning:</b>	<b>\$44.25</b>
	19-05-410 POSTAGE	\$325.88
	<b>Subtotal for Cost Center Police:</b>	<b>\$325.88</b>
	19-05-408 POSTAGE	\$3.10
	<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$3.10</b>
	<b>Vendor Subtotal:</b>	<b>\$1,195.99</b>
<b>ALLAN'S CONCRETE</b>	RIN0029687 SAGE PARK RETAINER WALL	\$4,700.00
	<b>Subtotal for Cost Center Parks:</b>	<b>\$4,700.00</b>
	<b>Vendor Subtotal:</b>	<b>\$4,700.00</b>
<b>ALLIANCE ELECTRIC LLC.</b>	8601 OPENER AT TRUCK BARN SERVICE	\$388.75
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$388.75</b>

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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<b>Vendor Subtotal:</b>	<b>\$388.75</b>
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## ALYSSA BAEDKE

2527 CLOTHING REIMBURSEMENT	\$87.14
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<b>Subtotal for Cost Center Police:</b>	<b>\$87.14</b>
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<b>Vendor Subtotal:</b>	<b>\$87.14</b>
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## AMERI-TECH EQUIPMENT CO.

20645 222285 2017 SIDE LOAD	\$3,237.34
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104946 222289 2018 SIDE LOAD	\$828.49
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<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$4,065.83</b>
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<b>Vendor Subtotal:</b>	<b>\$4,065.83</b>
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## ANDREEN HUNT CONSTRUCTION, INC.

4037 RETAINAGE	-\$5,487.20
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<b>Subtotal for Cost Center Capital Projects - Cemetery:</b>	<b>-\$5,487.20</b>
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4037 #16-051 HIGHLAND PARK CEMETERY	\$167,148.00
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<b>Subtotal for Cost Center Cemetery:</b>	<b>\$167,148.00</b>
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4044 15-083 RETAINAGE RELEASE	\$13,997.13
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<b>Subtotal for Cost Center Sewer:</b>	<b>\$13,997.13</b>
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<b>Vendor Subtotal:</b>	<b>\$175,657.93</b>
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## AQUA SMART, INC.

22835 CORROSION INHIBITOR	\$107,010.00
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<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$107,010.00</b>
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<b>Vendor Subtotal:</b>	<b>\$107,010.00</b>
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## ARROWHEAD HEATING & AIR CONDITIONING

13108 NO HEAT- LABOR, IGNITOR, MOTOR	\$525.53
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<b>Subtotal for Cost Center Balefill:</b>	<b>\$525.53</b>
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<b>Vendor Subtotal:</b>	<b>\$525.53</b>
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## ATLANTIC ELECTRIC, INC

8024 GOLF COURSE HOOD	\$1,865.93
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<b>Subtotal for Cost Center Golf Course:</b>	<b>\$1,865.93</b>
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# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

8000 #16-008 2018 LUMINAIRE SERVICE	\$2,961.72
<b>Subtotal for Cost Center Streets:</b>	<b>\$2,961.72</b>

<b>Vendor Subtotal:</b>	<b>\$4,827.65</b>
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## BAR-D SIGNS, INC.

35140 METALS DEPOT SIGN REPLACEMENT	\$1,560.00
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$1,560.00</b>

<b>Vendor Subtotal:</b>	<b>\$1,560.00</b>
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## BARNES, ROBERT/MARON

0033341985 UTILITY REFUND	\$100.00
0033341985 UTILITY REFUND	\$100.00
0033341985 UTILITY REFUND	\$4.71
<b>Subtotal for Cost Center Water:</b>	<b>\$204.71</b>

<b>Vendor Subtotal:</b>	<b>\$204.71</b>
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## BART WILLADSON

38474 BOOT REIMBURSEMENT	\$71.39
<b>Subtotal for Cost Center Water:</b>	<b>\$71.39</b>

<b>Vendor Subtotal:</b>	<b>\$71.39</b>
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## BLACK HILLS ENERGY

AP000183060619 NATURAL GAS	\$5,082.99
AP000232060719 NATURAL GAS	\$1,124.85
<b>Subtotal for Cost Center Aquatics:</b>	<b>\$6,207.84</b>

RIN0029665 LANDFILL FLARE OPERATIONS	\$15.75
RIN0029665 LATE FEE	\$0.86
<b>Subtotal for Cost Center Balefill:</b>	<b>\$16.61</b>

AP000187060619 NATURAL GAS	\$138.65
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$138.65</b>

AP000266060619 NATURAL GAS	\$126.76
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$126.76</b>

AP000227060619 NATURAL GAS	\$940.65
AP000187060619 NATURAL GAS	\$77.98

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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AP000187060619 NATURAL GAS	\$15.54
AP000187060619 NATURAL GAS	\$248.15
<b>Subtotal for Cost Center City Hall:</b>	<b>\$1,282.32</b>
AP000247060719 NATURAL GAS	\$162.52
AP000230060719 NATURAL GAS	\$854.54
<b>Subtotal for Cost Center Fire:</b>	<b>\$1,017.06</b>
AP000194060719 NATURAL GAS	\$1,159.41
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$1,159.41</b>
AP000195060619 NATURAL GAS	\$249.02
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$249.02</b>
AP000188060619 NATURAL GAS	\$227.47
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$227.47</b>
AP000184060619 NATURAL GAS	\$701.03
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$701.03</b>
AP000192060719 NATURAL GAS	\$734.39
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$734.39</b>
AP000222060719 NATURAL GAS	\$141.36
<b>Subtotal for Cost Center Parks:</b>	<b>\$141.36</b>
AP000191060619 NATURAL GAS	\$797.09
<b>Subtotal for Cost Center Recreation:</b>	<b>\$797.09</b>
AP000193060619 NATURAL GAS	\$17.69
<b>Subtotal for Cost Center Sewer:</b>	<b>\$17.69</b>
AP000228060719 NATURAL GAS	\$3,544.45
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$3,544.45</b>
AP000231060719 NATURAL GAS	\$519.11
<b>Subtotal for Cost Center Water:</b>	<b>\$519.11</b>
RIN0029657 NATURAL GAS	\$3,081.03
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$3,081.03</b>
<b>Vendor Subtotal:</b>	<hr/> <b>\$19,961.29</b>



# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

<b>BRENNTAG PACIFIC, INC.</b>	BPI949105 CHEMICALS FERRIC	\$9,626.70
	BPI950575 CHEMICALS FERRIC	\$11,730.30
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$21,357.00</b>
	<b>Vendor Subtotal:</b>	<b>\$21,357.00</b>
<b>CAREFRONTATIONS</b>	RIN0029699 SPEAKING FEE- METH CONFERENCE	\$4,488.00
	<b>Subtotal for Cost Center Police Grants:</b>	<b>\$4,488.00</b>
	<b>Vendor Subtotal:</b>	<b>\$4,488.00</b>
<b>CASELLE, INC.</b>	95517 JULY 2019 CONTRACT SUPP/MTNC	\$75.00
	<b>Subtotal for Cost Center Finance:</b>	<b>\$75.00</b>
	<b>Vendor Subtotal:</b>	<b>\$75.00</b>
<b>CASPAR BUILDING SYSTEMS, INC.</b>	BB013 BALER BUILDING EXPANSION PROJ	\$319,003.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$319,003.00</b>
	MRF12 BALER BUILDING EXPANSION PROJE	\$236,976.00
	MRF12 RETAINAGE	-\$4,265.60
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$232,710.40</b>
	<b>Vendor Subtotal:</b>	<b>\$551,713.40</b>
<b>CASPER AREA TRANSPORTATION COALITION</b>	RIN0029671 SUBSIDY DISBURSEMENTS JAN 19	\$5,620.00
	<b>Subtotal for Cost Center Capital Projects - City Manager:</b>	<b>\$5,620.00</b>
	<b>Vendor Subtotal:</b>	<b>\$5,620.00</b>
<b>CASPER ELECTRIC, INC.</b>	47674 LIGHT SHROUD- EAST CASP ZONE 3	\$200.00
	<b>Subtotal for Cost Center Water:</b>	<b>\$200.00</b>
	<b>Vendor Subtotal:</b>	<b>\$200.00</b>
<b>CASPER POLICE</b>	RIN0029676 LEGAL/MEDICAL	\$800.00

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

DEPARTMENT	Subtotal for Cost Center Police:	\$800.00
	RIN0029676 LEGAL/MEDICAL	\$223.59
	Subtotal for Cost Center Police Grants:	\$223.59
	Vendor Subtotal:	\$1,023.59
CASPER PUBLIC UTILITIES	RIN0029672 SANITATION	\$119.50
	RIN0029672 SEWER	\$24.56
	Subtotal for Cost Center Water Treatment Plant:	\$144.06
	Vendor Subtotal:	\$144.06
CENTRAL WY. REGIONAL WATER	175479 FY17 WY BUSINESSCOUNCIL PHSE 2	\$32,200.00
	Subtotal for Cost Center Streets:	\$32,200.00
	Vendor Subtotal:	\$32,200.00
CENTURYLINK	RIN0029702 PHONE USE	\$491.17
	Subtotal for Cost Center Communications Center:	\$491.17
	RIN0029661 PHONE USE	\$140.54
	Subtotal for Cost Center Fleet Maintenance:	\$140.54
	RIN0029662 PHONE USE	\$154.58
	Subtotal for Cost Center Metro Animal:	\$154.58
	RIN002664 PHONE USE	\$275.92
	Subtotal for Cost Center Recreation:	\$275.92
	RIN0029681 PHONE USE	\$43.43
	RIN0029680 PHONE USE	\$64.67
	Subtotal for Cost Center Sewer:	\$108.10
	RIN0029663 PHONE USE	\$154.00
	Subtotal for Cost Center Waste Water:	\$154.00
	Vendor Subtotal:	\$1,324.31

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

CHILDREN'S ADVOCACY PROJECT, INC.	150 FY19 OPERAT EXP SECOND HALF	\$20,000.00
	Subtotal for Cost Center Capital Projects - City Manager:	\$20,000.00
	Vendor Subtotal:	\$20,000.00
CIGNA HEALTH & LIFE INSURANCE COMPANY	2477061 JUNE 2019 PLAN ADMIN FEES	\$11,972.87
	Subtotal for Cost Center Health Insurance:	\$11,972.87
	Vendor Subtotal:	\$11,972.87
CITY OF CASPER	2463/175222 2019 SOCCER JAM/WYO CUP	\$1,250.00
	Subtotal for Cost Center Social Community Services:	\$1,250.00
	Vendor Subtotal:	\$1,250.00
CITY OF CASPER - BALEFILL	1967/175088 BALEFILL	\$320.00
	Subtotal for Cost Center Code Enforcement:	\$320.00
	525/175530 BALEFILL	\$18.62
	525/175213 BALEFILL	\$15.00
	Subtotal for Cost Center Hogadon:	\$33.62
	734/175360 PSCC MONTHLY USER FEE	\$3,085.04
	Subtotal for Cost Center Metro Animal:	\$3,085.04
	247/175400 DUMP FEES	\$555.00
	Subtotal for Cost Center Parks:	\$555.00
	2772/175541 BALEFILL	\$563.31
	2772/175532 BALEFILL	\$6,884.01
	2772/175501 BALEFILL	\$6,471.54
	2772/175473 BALEFILL	\$6,734.86
	2772/175448 BALEFILL	\$7,606.27
	2772/175145 BALEFILL	\$7,917.42
	2772/175173 BALEFILL	\$7,763.07
	2772/175105 BALEFILL	\$7,955.15
	2772/175187 BALEFILL	\$505.49
	2772/175217 BALEFILL	\$8,856.75
	2772/175305 BALEFILL	\$7,026.11
	2772/175244 BALEFILL	\$7,539.14

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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2772/175246 BALEFILL	\$52,532.24
2772/175425 BALEFILL	\$7,737.51
2772/175344 BALEFILL	\$577.52
2772/175335 BALEFILL	\$7,026.41
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$143,696.80</b>

1276/175529 BALEFILL	\$125.93
1276/175446 BALEFILL	\$95.55
1276/175170 BALEFILL	\$106.82
1276/175242 BALEFILL	\$139.65
1276/175422 BALEFILL	\$1,106.35
1276/175333 BALEFILL	\$105.84
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$1,680.14</b>

<b>Vendor Subtotal:</b>	<b>\$149,370.60</b>
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## CIVIL ENGINEERING PROFESSIONALS, INC.

19-158-01 RIVER FRONTAGE SURVEY SERVICES	\$1,698.75
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$1,698.75</b>

<b>Vendor Subtotal:</b>	<b>\$1,698.75</b>
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## COMMUNICATION TECHNOLOGIES, INC.

85168 RADIO REPAIRS	\$1,300.56
85386 RADIO INSTALL	\$1,409.10
<b>Subtotal for Cost Center Balefill:</b>	<b>\$2,709.66</b>

85388 INSTALL GETAC/VIDEO EQUIPMENT	\$721.00
85387 INSTALL GETAC/VIDEO EQUIPMENT	\$721.00
85467 BATTERY SEPARATOR	\$211.50
85382 IGNITION RELAY	\$264.00
85381 INSTALL GETAC VIDEO/COMPUTER	\$721.00
85379 INSTALL GJ BOX/REWIRE	\$728.21
85376 INSTALL GETAC VIDEO/COMPUTER	\$721.00
85383 INSTALL GETAC VIDEO/COMPUTER	\$721.00
85380 INSTALL GETAC VIDEO/COMPUTER	\$721.00
85378 INSTALL GETAC VIDEO/COMPUTER	\$721.00
85390 INSTALL GETAC/VIDEO EQUIPMENT	\$721.00
<b>Subtotal for Cost Center Police:</b>	<b>\$6,971.71</b>

<b>Vendor Subtotal:</b>	<b>\$9,681.37</b>
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# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

<b>COMTRONIX, INC.</b>	20059660 ALARM MONITORING	\$165.00
	20060505 ALARM MONITORING	\$165.00
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$330.00</b>
	50247 ELECTRONICS SERVICE	\$244.14
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$244.14</b>
	20059660 ALARM MONITORING	\$108.00
	20060505 ALARM MONITORING	\$108.00
	<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$216.00</b>
	20060506 ALARM MONITORING	\$119.85
	50215 TELEPHONE SERVICE	\$132.00
	<b>Subtotal for Cost Center Police:</b>	<b>\$251.85</b>
	20060500 ALARM MONITORING MARCH-MAY 19	\$359.00
	<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$359.00</b>
	20059660 ALARM MONITORING	\$108.00
	20060505 ALARM MONITORING	\$108.00
	<b>Subtotal for Cost Center Recreation:</b>	<b>\$216.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,616.99</b>
<b>COWDIN CLEANING</b>	201312 MAY 2019 DT BATHROOM CUSTODIAL	\$170.00
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$170.00</b>
	<b>Vendor Subtotal:</b>	<b>\$170.00</b>
<b>CRIME SCENE INFORMATION</b>	157-12-086 MAY 2019 PROGRAM/WEB TIPS	\$109.87
	<b>Subtotal for Cost Center Police:</b>	<b>\$109.87</b>
	<b>Vendor Subtotal:</b>	<b>\$109.87</b>
<b>DAVIDSON MECHANICAL, INC.</b>	74075 CITY HALL HEAT EXCHANGER	\$18,830.00
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$18,830.00</b>
	<b>Vendor Subtotal:</b>	<b>\$18,830.00</b>

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

DELL MARKETING LP	10322073884 OFFICE PRO PLUS 2019	\$771.56
	Subtotal for Cost Center Aquatics:	\$771.56
	1322073876 OFFICE PRO PLUS 2019	\$760.16
	Subtotal for Cost Center Code Enforcement:	\$760.16
	10322073884 OFFICE PRO PLUS 2019	\$771.56
	Subtotal for Cost Center Ice Arena:	\$771.56
	10322085350 OFFICCE PRO PLUS 2019	\$3,800.80
	Subtotal for Cost Center Police:	\$3,800.80
	10322073884 OFFICE PRO PLUS 2019	\$1,117.44
	Subtotal for Cost Center Recreation:	\$1,117.44
DELTA DENTAL PLAN OF WY.	10321475610 OFFICE PRO PLUS 2019	\$1,140.24
	Subtotal for Cost Center Waste Water:	\$1,140.24
	Vendor Subtotal:	\$8,361.76
	RIN0029684 JUNE 19 DENTAL PREMIUMS	\$1,585.50
	RIN0029683 MAY 19 DENTAL INSURANCE	\$40,819.70
	Subtotal for Cost Center Health Insurance:	\$42,405.20
	Vendor Subtotal:	\$42,405.20
DESERT MTN. CORP.	18-66699 ICE SLICER	\$5,266.45
	Subtotal for Cost Center Streets:	\$5,266.45
	Vendor Subtotal:	\$5,266.45
DON D. & LENDA L. SANDERS/SANDERS CONCRETE &	RIN00296706 TREE RINGS, MOWER, CONCRETE	\$5,250.00
	Subtotal for Cost Center Balefill:	\$5,250.00
	Vendor Subtotal:	\$5,250.00
DPC INDUSTRIES, INC.	737001907-19 CHEMICALS NAHYPO	\$7,039.62
	Subtotal for Cost Center Water Treatment Plant:	\$7,039.62

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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<b>Vendor Subtotal:</b>	<b>\$7,039.62</b>
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<b>EAST LAND DEVELOPMENT CO., LLC.</b>	14732 DOORS, LABOR, STAIN	\$1,775.00
	<b>Subtotal for Cost Center Communications Center:</b>	<b>\$1,775.00</b>

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<b>Vendor Subtotal:</b>	<b>\$1,775.00</b>
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<b>ENGINEERING DESIGN ASSOCIATES</b>	10928 ASH ST HVAC ENGINEERING	\$250.00
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$250.00</b>

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<b>Vendor Subtotal:</b>	<b>\$250.00</b>
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<b>ENVISION ELECTRIC INC</b>	6490 TROUBLESHOOT DEAD OUTLET	\$303.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$303.00</b>

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<b>Vendor Subtotal:</b>	<b>\$303.00</b>
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<b>FAMILY JOURNEY CENTER</b>	151 4/20/19- 5/31/19 PAYROLL EXP	\$1,974.98
	1476152605 DOMAIN NAME/ EDU SUPPLIES	\$615.34
	<b>Subtotal for Cost Center Capital Projects - City Manager:</b>	<b>\$2,590.32</b>

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<b>Vendor Subtotal:</b>	<b>\$2,590.32</b>
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<b>FIRST DATA MERCHANT SVCS CORP.</b>	REMI1401680 MAY 2019 CREDIT CARD FEES	\$39.56
	<b>Subtotal for Cost Center Cemetery:</b>	<b>\$39.56</b>

	REMI1401670 MAY 2019 CREDIT CARD FEES	\$2,250.01
	<b>Subtotal for Cost Center Finance:</b>	<b>\$2,250.01</b>

	REMI1395022 APRIL 2019 CREDIT CARD FEES	\$1,689.37
	<b>Subtotal for Cost Center Golf Course:</b>	<b>\$1,689.37</b>

	REMI1395023 APRIL 2019 CREDIT CARD FEES	\$57.52
	<b>Subtotal for Cost Center Hogadon:</b>	<b>\$57.52</b>

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<b>Vendor Subtotal:</b>	<b>\$4,036.46</b>
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# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

FIRST INTERSTATE BANK	RIN0029688 GIFT CARDS	\$2,510.00
	Subtotal for Cost Center Health Insurance:	\$2,510.00
	Vendor Subtotal:	\$2,510.00
FIRST VETERINARY SUPPLY	YC8890 EUTHANASIA SOLUTION	\$306.96
	Subtotal for Cost Center Metro Animal:	\$306.96
	Vendor Subtotal:	\$306.96
FLOOD, RUBY	0033341982 UTILITY REFUND	\$6.57
	Subtotal for Cost Center Water:	\$6.57
	Vendor Subtotal:	\$6.57
GALLS PARENT HOLDINGS LLC	012795685 CARBON FIBER HANDCUFF	\$121.50
	012827722 POINT BLANK MC GUARDIAN	\$1,198.00
	012805739 TACHYON GTX DUTY BOOT	\$143.96
	012830140 ACCUMOLD ELITE DUTY BELT	\$49.75
	012610373 POINT BLANK MC GUARDIAN	\$599.00
	012879824 CELL HOLDER	\$99.00
	012890594 MENS SHIRT	\$154.50
	012890616 SORBTEK DUTY TROUSERS	\$47.75
	012933626 POINT BLANK ALPHA/MC GUARDIAN	\$2,798.00
	Subtotal for Cost Center Police:	\$5,211.46
GEOSYNTEC CONSULTANTS INC	33373160 #19-025 CRL WELL INSTALLATION	\$4,350.00
	33373159 CRL LIFETIME PERMIT	\$1,121.87
	Subtotal for Cost Center Balefill:	\$5,471.87
GOLDER ASSOCIATES	550201 5-YEAR AIR EMISSIONS MON/REPOR	\$277.50
	549446 19-011 CLOSED LANDFILL REMEDIA	\$1,787.50
	549540 5-YEAR CLOSED BALEFIL	\$2,802.11
	549540 5-YEAR CLOSED BALEFILL	\$1,868.07

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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Subtotal for Cost Center Balefill:	\$6,735.18
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Vendor Subtotal:	<hr/> \$6,735.18
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## GOLF & SPORT SOLUTIONS

32078 LASER GRADE, TILLING	\$15,778.91
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Subtotal for Cost Center Parks:	\$15,778.91
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Vendor Subtotal:	<hr/> \$15,778.91
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## GSG ARCHITECTURE

17652 DESIGN & CONST ADMIN FOR FIRE	\$5,937.50
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Subtotal for Cost Center Fire:	\$5,937.50
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Vendor Subtotal:	<hr/> \$5,937.50
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## HALLFORD, DENNIS

0033341983 UTILITY REFUND	\$9.47
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Subtotal for Cost Center Water:	\$9.47
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Vendor Subtotal:	<hr/> \$9.47
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## HIGH COUNTRY FABRICATION

0033341988 UTILITY REFUND	\$60.00
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Subtotal for Cost Center Water:	\$60.00
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Vendor Subtotal:	<hr/> \$60.00
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## HITEK COMMUNICATIONS

3052 LANDFILL CAMERA REPLACEMENT	\$821.66
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3052 LANDFILL CAMERA REPLACEMENT	\$3,290.34
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Subtotal for Cost Center Balefill:	\$4,112.00
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Vendor Subtotal:	<hr/> \$4,112.00
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## HOMAX OIL SALES, INC.

0463560-IN COOLANT	\$369.25
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Subtotal for Cost Center Balefill:	\$369.25
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Vendor Subtotal:	<hr/> \$369.25
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## INNOVATIVE DATA

CO19076 MPO 2019 TUBE COUNTS	\$2,974.73
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# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

ACQUISITIONS LLC	CO19076 MPO 2019 TUBE COUNTS	\$26,920.77
	CO19076 MPO 2019 TUBE COUNTS	\$1,384.50
	Subtotal for Cost Center Metropolitan Planning:	\$31,280.00
	Vendor Subtotal:	\$31,280.00
INSTALLATION & SVC. CO.	269627 RETAINAGE	-\$4,029.71
	Subtotal for Cost Center Capital Projects - Streets:	-\$4,029.71
	269628 #17-065 SHOOTING RANGE ADDN.	\$17,000.59
	Subtotal for Cost Center Police:	\$17,000.59
	269627 #18-068 GEORGE TANI PARKING	\$95,607.16
	Subtotal for Cost Center Streets:	\$95,607.16
	Vendor Subtotal:	\$108,578.04
J CHAD PROFESSIONAL TRAINING/TALL COP SAYS ST	1841 TEACHING FEES	\$400.00
	Subtotal for Cost Center Police Grants:	\$400.00
	Vendor Subtotal:	\$400.00
JESSE JONES	3720 CLOTHING REIMBURSEMENT	\$36.73
	Subtotal for Cost Center Police:	\$36.73
	Vendor Subtotal:	\$36.73
JOEY WILHELM	0523061 CLOTHING REIMBURSEMENT	\$269.75
	Subtotal for Cost Center Police:	\$269.75
	Vendor Subtotal:	\$269.75
JOHN K. GARLICK, JR.	2966 COURT APPOINTED ATTORNEY FEE	\$1,188.73
	Subtotal for Cost Center City Manager:	\$1,188.73
	Vendor Subtotal:	\$1,188.73

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

JOHNNY APPLESEED	0033341986 UTILITY REFUND	\$37.32
	Subtotal for Cost Center Water:	\$37.32
	Vendor Subtotal:	\$37.32
JOSHUA STOWERS	1997814 CLOTHING ALLOWANCE	\$82.76
	Subtotal for Cost Center Water:	\$82.76
	Vendor Subtotal:	\$82.76
KAREN E WILLIAMS	RIN0029698 SPEAKING FEE- METH CONFERENCE	\$2,200.00
	Subtotal for Cost Center Police Grants:	\$2,200.00
	Vendor Subtotal:	\$2,200.00
KNIFE RIVER/JTL	195062 RECYCLED CONCRETE W BASE	\$782.84
	194893 RECYCLED CONCRETE W BASE	\$1,102.06
	193486 RECYCLED CONCRETE W BASE	\$1,063.54
	193675 RECYCLED CONCRETE W BASE	\$826.81
	Subtotal for Cost Center Balefill:	\$3,775.25
	4R PROJ NO 17-080 RETAINAGE	\$25,365.40
	Subtotal for Cost Center Capital Projects - Engineering:	\$25,365.40
	194900 1/2" PLANT MIX	\$575.70
	194849 3/4" CRUSHED ROCK	\$1,358.58
	194053 3/4" CRUSHED ROCK	\$8,892.26
	194060 1/2" PLANT MIX	\$224.58
	193679 3/8" PLANT MIX	\$256.10
	193296 W BASE	\$1,436.19
	193493 3/8 & 1/2" PLANT MIX	\$379.70
	193119 3/8" PLANT MIX	\$274.30
	193311 3/8" PLANT MIX	\$261.30
	Subtotal for Cost Center Streets:	\$13,658.71
	FINAL PRJCT 18-001 RETAINAGE RELEASE	\$12,181.95
	Subtotal for Cost Center Water:	\$12,181.95
	Vendor Subtotal:	\$54,981.31

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

KRISTOPHER FELT	RIN0029668 AIRFARE REIMBURSEMENT ESRI CON	\$421.00
	Subtotal for Cost Center Water:	\$421.00
	Vendor Subtotal:	<u>\$421.00</u>
KUBWATER RESOURCES, INC	08717 ZETAG 7593 TAYBAG	\$5,618.85
	Subtotal for Cost Center Waste Water:	\$5,618.85
	Vendor Subtotal:	<u>\$5,618.85</u>
LEWIS FLEETWOOD	RIN0029666 REIMBURSE HAZMAT FINGERPRINT	\$86.50
	Subtotal for Cost Center Streets:	\$86.50
	Vendor Subtotal:	<u>\$86.50</u>
LIMMER ROOFING	19-62B RETAINAGE	-\$4,892.00
	Subtotal for Cost Center Capital Projects - Ice Arena:	-\$4,892.00
	19-62B #18-092 2019 ROOF REPLACEMENTS	\$1,119.66
	Subtotal for Cost Center Casper Ice Arena:	\$1,119.66
	19-62B #18-092 2019 ROOF REPLACEMENTS	\$47,800.34
	Subtotal for Cost Center Fort Caspar:	\$47,800.34
	Vendor Subtotal:	<u>\$44,028.00</u>
LINCOLN NATL. LIFE INS. CO.	RIN0029685 REITREE LIFE	\$281.40
	Subtotal for Cost Center Health Insurance:	\$281.40
	Vendor Subtotal:	<u>\$281.40</u>
LISA'S SPIC N SPAN	715512 CLEANING, WEEDING, SWEEPING	\$580.00
	Subtotal for Cost Center Balefill:	\$580.00
	Vendor Subtotal:	<u>\$580.00</u>

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

LOGAN WOOD	RIN0029626 TUITION REIMBURSEMENT	\$740.70
	Subtotal for Cost Center Water Treatment Plant:	\$740.70
	Vendor Subtotal:	\$740.70
LYLE BERG	448289 CLOTHING REIMBURSEMENT	\$62.95
	Subtotal for Cost Center Police:	\$62.95
	Vendor Subtotal:	\$62.95
MCMURRY READY MIX CO.	228177 CONWELL ST. BETWEEN 1ST & 2ND	\$64.25
	Subtotal for Cost Center Parks:	\$64.25
	228177 CONWELL ST. BETWEEN 1ST & 2ND	\$1,092.25
	228176 1ST AND CONWELL EASTBOUND	\$449.75
	Subtotal for Cost Center Streets:	\$1,542.00
	Vendor Subtotal:	\$1,606.25
MIDLAND IMPLEMENT, INC.	010558001 TORRENT BLOWER & MAGANA POINT	\$2,239.00
	010558001 TORRENT BLOWER & MAGANA POINT	\$5,657.00
	010561002 TOP DRESSER, MOUNTING, STORAGE	\$11,862.00
	010775001 TRADE IN CREDIT	-\$1,000.00
	010078001 LELY SINGE DISC BROADCASTER	\$5,830.00
	Subtotal for Cost Center Parks:	\$24,588.00
MOTOROLA SOLUTIONS	40710 ANNUAL MTNC 7/1/19-06/30/20	\$152,433.84
	8230227183 REPAIRS/MAITENANCE	\$1,700.98
	Subtotal for Cost Center Communications Center:	\$154,134.82
	Vendor Subtotal:	\$154,134.82
MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS	RIN0029674 ETHERNET ACCESS	\$503.73
	Subtotal for Cost Center Communications Center:	\$503.73
	AP000179010119A ETHERNET ACCESS	\$1,003.55

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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Subtotal for Cost Center Finance:	\$1,003.55
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Vendor Subtotal:	<hr/> \$1,507.28
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## NALCO CHEMICAL CO.

68061633 FERROUS CHLORIDE	\$16,250.40
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68085783 FERROUS CHLORIDE	\$15,732.00
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Subtotal for Cost Center Waste Water:	\$31,982.40
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Vendor Subtotal:	<hr/> \$31,982.40
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## NATRONA COUNTY - SHERIFFS' OFFICE

3549 APRIL 19 PRISONER HOUSING	\$121,675.05
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Subtotal for Cost Center Police:	\$121,675.05
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Vendor Subtotal:	<hr/> \$121,675.05
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## NATRONA COUNTY HEALTH DEPT.

0026253-IN JUNE 2019 TAX REVENUES	\$45,000.00
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Subtotal for Cost Center Social Community Services:	\$45,000.00
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Vendor Subtotal:	<hr/> \$45,000.00
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## NEIL KAISER

RIN0029682 TUITION REIMBURSEMENT	\$1,347.48
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Subtotal for Cost Center Streets:	\$1,347.48
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Vendor Subtotal:	<hr/> \$1,347.48
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## NELSON/NYGAARD CONSULTING ASSOCIATES, INC.

75201A MOP 18-02 LONG RANGE	\$422.99
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75201A MOP 18-02 LONG RANGE	\$4,024.86
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Subtotal for Cost Center Metropolitan Planning:	\$4,447.85
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Vendor Subtotal:	<hr/> \$4,447.85
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## NORTH PARK TRANSPORATION

12067777 CRTS EXHIBIT	\$114.68
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Subtotal for Cost Center Fort Caspar:	\$114.68
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Vendor Subtotal:	<hr/> \$114.68
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# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

## NORTHERN LIGHTS MANUFACTURING

1469 PARTS/REPAIRS TO LITTER FENCES	\$12,340.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$12,340.00</b>

<b>Vendor Subtotal:</b>	<b>\$12,340.00</b>
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## P-CARD VENDORS

00089937 VISTAR ROCKY MOUNTAIN - Purcha	\$202.55
00090027 SAMSCLUB #6425 - Purchase	\$100.60
00090038 WAL-MART #1617 - Purchase	\$4.16
00090014 ASCAP LICENSE FEE - Purchase	\$188.00
00088288 THE WEBSTAIRANT STORE - Credit	-\$99.00
00089499 DOLLAR TREE - Purchase	\$27.00
00089680 CPU IIT - Purchase	\$1,960.70
00089521 FEDEX OFFIC94200009423 - Purch	\$285.76
00089635 AMPAC HOLDINGS INC - Purchase	\$53.00
00089546 MENARDS CASPER WY - Purchase	\$21.84
00089585 BARGREEN WYOMING 25 - Purchase	\$100.00
00089597 SAMSCLUB.COM - Purchase	\$131.86
00089603 BAILEYS ACE HDWE - Purchase	\$27.12
00089616 ARC SERVICES/TRAINING - Purcha	\$300.00
00089631 WAL-MART #1617 - Purchase	\$32.49
00089645 SAMS CLUB #6425 - Purchase	\$30.72
00089645 SAMS CLUB #6425 - Purchase	\$82.18
00089645 SAMS CLUB #6425 - Purchase	\$119.76
00089673 VZWRLSS MY VZ VB P - Purchase	\$534.48
00089738 BAILEYS ACE HDWE - Purchase	\$56.09
00089747 WM SUPERCENTER #3778 - Purchas	\$21.82
00089796 SAMSCLUB.COM - Purchase	\$39.05
00089815 MENARDS CASPER WY - Purchase	\$13.98
00089823 SAMSCLUB #6425 - Purchase	\$449.10
00089864 WAL-MART #1617 - Purchase	\$37.80
00089885 SAMS CLUB #6425 - Purchase	\$73.68
00089897 MENARDS CASPER WY - Purchase	\$20.97
00089907 MENARDS CASPER WY - Purchase	\$15.96
<b>Subtotal for Cost Center Aquatics:</b>	<b>\$4,831.67</b>

00089687 MOUNTAIN WEST TECHNOLO - Purch	\$610.00
00089712 CONVERGEONE INC - Purchase	\$2,254.80
00089934 CPU IIT - Purchase	\$88.60
00089714 TOWNSQUARE MEDIA CASPE - Purch	\$84.00
00089334 STAPLES 00114181 - Purch	\$79.99
00089411 WYOMING RENTS LLC - Purchase	\$230.00
00089413 SQU SQ COMPLETE TREE - Purcha	\$2,678.00

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

00089419 DIAMOND VOGEL PAINT #7 - Purch	\$79.08
00088925 MOUNTAIN WEST TECHNOLO - Purch	\$1,920.00
00089254 FACEBK CNH7PL6KH2 - Purchase	\$41.50
00089410 BRECK MEDIA GROUP - Purchase	\$156.00
00089433 WYOMING STEEL, RECYC - Purchas	\$10,979.67
00089435 ALBERTSONS #0062 - Purchase	\$67.98
00089450 WYOMING STEEL, RECYC - Purchas	\$10,788.45
00089454 GLOBAL HEAT TRANSFER O - Purch	\$1,195.75
00089470 SQ SQ PEDEN'S INC. - Purchas	\$210.00
00089474 INDUSTRIAL SCREEN & MA - Purch	\$2,298.72
00089516 SAMSCLUB #6425 - Purchase	\$47.82
00089536 WAL-MART #1617 - Purchase	\$55.80
00089565 MAVERIK #476 - Purchase	\$66.41
00089628 AIRGAS CENTRAL - Purchase	\$379.39
00089654 BAILEYS ACE HDWE - Purchase	\$84.56
00089137 SOLID WASTE ASSOCIA - Purchase	\$194.00
00089702 MURDOCHS RANCH &HOME # - Purch	\$1,327.93
00089733 NORCO INC - Purchase	\$171.40
00089749 AEROSOLV - Purchase	\$164.79
00089755 CASPER CONTRACTORS SUP - Purch	\$37.00
00089803 WYOMING MACHINERY CO - Purchas	\$2,397.77
00089858 SUTHERLANDS 2219 - Purchase	\$74.76
00089892 LA BARISTA - Purchase	\$530.00
00089953 MCCOY SALES CORPORATIO - Purch	\$106.37
00089991 WYOMING MACHINERY CO - Purchas	\$1,000.46
00090007 DK HAULING INC - Purchase	\$200.00
00090175 INT IN CLEAN CLUB 307 - Purch	\$1,101.55
<b>Subtotal for Cost Center Balefill:</b>	<b>\$41,702.55</b>
00088675 IMLSS COLORADO - Purchase	\$606.34
00088735 BLOEDORN LUMBER CASPER - Purch	\$63.00
00088779 CRUM ELECTRIC SUPPLY C - Purch	\$79.56
00088827 DOORWAYS OF WYOMING - Purchase	\$885.10
00088879 HERCULES INDUSTRIES CA - Purch	\$95.79
00088882 MENARDS CASPER WY - Purchase	\$59.95
00088883 CASPER WINNELSON CO - Purchase	\$31.00
00088892 CASPER WINAIR SUPPLY C - Purch	\$7.18
00088895 SQ SQ GOSQ.COM TUCKE - Purch	\$1,025.00
00088906 CASPER WINNELSON CO - Purchase	\$21.04
00088913 BLOEDORN LUMBER CASPER - Purch	\$43.05
00088929 APPLIED IND TECH 2733 - Purcha	\$42.61
00088931 BLOEDORN LUMBER CASPER - Purch	\$14.39
00088932 TOP OFFICE PRODUCTS IN - Purch	\$242.80

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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00088933 WESTERN WYOMING LOCK & - Purch	\$6.00
00088934 SHERWIN-WILLIAMS 70896 - Purch	\$42.60
00088947 CASPER WINNELSON CO - Purchase	\$37.30
00088983 BLOEDORN LUMBER CASPER - Purch	\$21.05
00088995 DENNIS SUPPLY COMPANY - Purcha	\$56.08
00089010 CASPER WINNELSON CO - Purchase	\$126.59
00089012 DIAMOND VOGEL PAINT #7 - Purch	\$1,961.40
00089022 CASPER WINNELSON CO - Purchase	\$30.68
00089034 HARBOR FREIGHT TOOLS 3 - Purch	\$23.98
00089051 DENNIS SUPPLY COMPANY - Purcha	\$25.84
00089095 LONG BLDG. TECHNOLO - Purchas	-\$177.00
00089095 LONG BLDG. TECHNOLOGIE - Purch	\$1,965.16
00089103 CASPER WINNELSON CO - Purchase	\$22.30
00089105 LONG BLDG. TECHNOLOGIE - Purch	\$472.00
00089148 HERCULES INDUSTRIES CA - Purch	\$26.12
00089180 CASPER WINNELSON CO - Purchase	\$78.70
00089199 NORCO INC - Purchase	\$151.74
00089200 DENNIS SUPPLY COMPANY - Purcha	\$189.00
00089215 SAMSCLUB #6425 - Purchase	\$116.40
00089258 WESTERN WYOMING LOCK & - Purch	\$11.00
00089284 BLOEDORN LUMBER CASPER - Purch	\$33.26
00089300 DENNIS SUPPLY COMPANY - Purcha	\$143.63
00089308 CASPER WINNELSON CO - Purchase	\$108.71
00089329 DOORWAYS OF WYOMING - Credit	-\$50.10
00089336 GRAINGER - Purchase	\$139.93
00089351 GRAINGER - Purchase	\$97.22
00089371 0970 CED - Purchase	\$40.00
00089375 DOORWAYS OF WYOMING - Credit	-\$30.30
00089379 GRAINGER - Purchase	\$125.36
00089396 THYSSENKRUPP ELEVATOR - Purcha	\$619.68
00089396 THYSSENKRUPP ELEVATOR - Purcha	\$991.49
00089396 THYSSENKRUPP ELEVATOR - Purcha	\$991.49
00089416 CASPER WINNELSON CO - Purchase	\$65.60
00089466 CASPER CONTRACTORS SUP - Purch	\$174.62
00089488 CASPER WINNELSON CO - Purchase	\$64.22
00089508 CASPER WINNELSON CO - Purchase	\$216.78
00089524 CASPER CONTRACTORS SUP - Purch	\$199.27
00089527 CRESCENT ELECTRIC 103 - Purcha	\$19.36
00087242 IMLSS COLORADO - Purchase	\$601.50
00087656 IMLSS COLORADO - Purchase	\$53.02
00087656 IMLSS COLORADO - Purchase	\$43.42
00088217 HOMEDEPOT.COM - Purchase	\$263.55
00088845 DOORWAYS OF WYOMING - Purchase	\$535.30

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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00088863 NORCO INC - Purchase	\$174.67
00088864 SQU SQ LIMMER ROOFING - Purch	\$157.00
00088873 CASPER WINNELSON CO - Purchase	\$55.83
00088877 CASPER FIRE EXTINGUISH - Purch	\$324.50
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$14,562.76</b>
00089676 MOUNTAIN STATES LITHOG - CATC	\$533.12
00089676 MOUNTAIN STATES LITHOG - CATC	\$56.03
00089745 BUBBA GUMP DENVER - Purchase	\$26.50
00089745 BUBBA GUMP DENVER - Purchase	\$26.50
00089769 BIG D #48 - Purchase	\$8.05
00089769 BIG D #48 - Purchase	\$8.06
00089835 CP DENVER - Purchase	\$261.23
00089835 CP DENVER - Purchase	\$261.22
00089871 #44 OCEAN PRIME DENVER - Purch	\$44.00
00089871 #44 OCEAN PRIME DENVER - Purch	\$44.00
00089874 CP DENVER - Purchase	\$209.51
00089874 CP DENVER - Purchase	\$209.51
00089913 SHELL OIL 57444302400 - Purcha	\$9.96
00089913 SHELL OIL 57444302400 - Purcha	\$9.97
<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$1,707.66</b>
00089839 ALPINE MOTOR SPORTS - Purchase	\$713.92
00089842 BEARING BELTCHAIN00244 - Purch	\$1,710.83
00089878 ALPINE MOTOR SPORTS - Purchase	\$110.00
00089879 MURDOCHS RANCH &HOME # - Purch	\$409.99
00089914 ALPINE MOTOR SPORTS - Purchase	\$215.95
00089971 CPS DISTINCCASPER2530 - Purcha	\$87.44
00089986 CPS DISTINCCASPER2530 - Purcha	\$65.06
00090025 CPS DISTINCCASPER2530 - Purcha	\$10.45
00090028 CPS DISTINCCASPER2530 - Purcha	\$93.02
00090032 THE HOME DEPOT 6001 - Purchase	\$54.69
00090032 THE HOME DEPOT 6001 - Purchase	\$339.31
00090042 CPS DISTINCCASPER2530 - Purcha	\$85.89
00089591 TORRINGTON SOD FARM - Purchase	\$105.00
00089705 CPS DISTINCCASPER2530 - Purcha	\$20.72
00089168 CPS DISTINCCASPER2530 - Purcha	\$5.12
00089259 NORCO INC - Purchase	\$108.72
00089320 CPS DISTINCCASPER2530 - Purcha	\$21.19
00089389 DBC IRRIGATION SUPPLY - Purcha	\$75.51
00089407 CONVERGEONE INC - Purchase	\$1,339.15
00089482 CPS DISTINCCASPER2530 - Purcha	\$51.48
00089725 CPS DISTINCCASPER2530 - Purcha	\$175.74

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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00089869 CPS DISTINCCASPER2530 - Purcha	\$61.43
00090062 VZWRLSS IVR VB - Purchase	\$40.09
00090085 CPS DISTINCCASPER2530 - Purcha	\$8.63
00090096 STOTZ EQUIP CASPER 010 - Purch	\$41.98
00090134 CPS DISTINCCASPER2530 - Purcha	\$85.25
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$6,036.56</b>
00089348 COURT REPORTERS CLEARI - Purch	\$428.90
00089825 ATLAS OFFICE PRODUCTS - Purcha	\$53.95
00089908 ATLAS OFFICE PRODUCTS - Purcha	\$4.46
<b>Subtotal for Cost Center City Attorney:</b>	<b>\$487.31</b>
00089911 ATLAS OFFICE PRODUCTS - Purcha	\$28.82
00090136 ATLAS OFFICE PRODUCTS - Purcha	\$14.82
00090216 ATLAS OFFICE PRODUCTS - Purcha	\$13.42
00090254 ATLAS OFFICE PRODUCTS - Purcha	\$323.99
<b>Subtotal for Cost Center City Clerk:</b>	<b>\$381.05</b>
00090049 CASPER AREA CHAMBER - Purchase	\$25.00
00089731 LOAF N JUG #0106 - Purchase	\$25.05
00089743 BLIMPIE - Purchase	\$16.67
00089780 CKE LA HERRADURA SHERI - Purch	\$40.35
00089794 TST WYOMING RIB & CHO - Purch	\$95.80
00089838 FAIRFIELD INN & SUITES - Purch	\$305.80
00089862 ATLAS OFFICE PRODUCTS - Purcha	\$428.52
00089862 ATLAS OFFICE PRODUCTS - Purcha	\$428.51
00089883 MAVERIK #422 - Purchase	\$40.63
00083508 DAYLIGHT DONUTS & YELL - Purch	\$24.54
00083720 SMK SURVEYMONKEY.COM - Purchas	\$12.33
00084450 ADOBE CREATIVE CLOUD - Purcha	\$55.64
00084877 SMK SURVEYMONKEY.COM - Purchas	\$12.33
00087951 ADOBE PRODUCTS - Credit	-\$2.00
00087993 ADOBE PRODUCTS - Credit	-\$2.00
00089218 USPS PO 5715580945 - Purchase	\$13.10
00089471 STAPLES 00114181 - Purch	\$26.98
00089552 ADOBE CREATIVE CLOUD - Purcha	\$52.99
00088672 SMK SURVEYMONKEY.COM - Purchas	\$12.33
00089099 ADOBE CREATIVE CLOUD - Purcha	\$39.99
00089570 FIREROCK STEAKHOUSE - Purchase	\$46.17
00088961 STAPLES 00114181 - Purch	\$15.20
<b>Subtotal for Cost Center City Manager:</b>	<b>\$1,713.93</b>
00089639 SP MOUNT-IT.COM - Purchase	\$699.95

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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00089665 CPU IIT - Purchase	\$4,208.00
00089791 VZWRLSS MY VZ VB P - Purchase	\$49.45
00090047 SQ SQ PEDEN'S INC. - Purchas	\$456.00
00090125 CPU IIT - Purchase	\$309.98
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$5,723.38</b>

00089666 VZWRLSS IVR VB - Purchase	\$123.40
00089667 VZWRLSS IVR VB - Purchase	\$76.04
00089820 ATLAS REPRODUCTION INC - Purch	\$486.98
00089833 I/O SOLUTIONS, INC. - Purchase	\$220.00
00085332 APCO INTERNATIONAL INC - Purch	\$856.00
00085496 MAVERIK #389 - Purchase	\$20.43
00085504 DAIRYLAND DRIVE IN - Purchase	\$15.09
00085585 CKE THE BREADBOARD 1 - Purch	\$14.97
00086405 SOURCE OFFICE - VITAL - Purcha	\$232.68
00083953 GUS GLOBALSTAR USA - Purchase	\$184.17
00089957 MEDICAL PRIORITY CONSU - Purch	\$1,335.00
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$3,564.76</b>

00090049 CASPER AREA CHAMBER - Purchase	\$50.00
00089884 FAIRFIELD INN & SUITES - Purch	\$305.80
00089893 FAIRFIELD INN & SUITES - Purch	\$305.80
00083720 SMK SURVEYMONKEY.COM - Purchas	\$12.34
00084877 SMK SURVEYMONKEY.COM - Purchas	\$12.34
00088672 SMK SURVEYMONKEY.COM - Purchas	\$12.34
00088990 CASPER STAR TRIBUNE - Purchase	\$1,112.20
00089132 ATLAS OFFICE PRODUCTS - Purcha	\$51.76
<b>Subtotal for Cost Center Council:</b>	<b>\$1,862.58</b>

00090148 STAPLES 00114181 - Purch	\$39.99
00089791 VZWRLSS MY VZ VB P - Purchase	\$24.72
00089903 MENARDS CASPER WY - Purchase	\$42.52
00089944 STAPLES 00114181 - Purch	\$18.00
00089964 BATTERIES+BULBS #0748 - Purcha	\$149.95
00084778 ATLAS OFFICE PRODUCTS - Purcha	\$6.34
00085840 WM SUPERCENTER #1617 - Purchas	\$7.97
00086150 AMZN Mktp US MW2UC5GL1 - Purch	\$26.24
00086980 AMZN Mktp US MW9435I82 - Purch	\$34.50
00089164 ATLAS OFFICE PRODUCTS - Purcha	\$32.73
00089203 ATLAS OFFICE PRODUCTS - Purcha	\$66.98
00089220 ATLAS OFFICE PRODUCTS - Credit	-\$27.64
<b>Subtotal for Cost Center Finance:</b>	<b>\$422.30</b>

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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00088777 INT IN CASPER SAFETY - Purcha	\$576.28
00089211 WHITES MARINE CENTER 7 - Purch	\$54.09
00089380 LOAF N JUG #0103 - Purchase	\$30.19
00089504 EXXONMOBIL 47626544 - Purch	\$46.00
00089624 EXXONMOBIL 47626544 - Purch	\$49.27
00089723 ECMS - Purchase	\$377.01
00089777 EXXONMOBIL 47626544 - Purch	\$17.59
00089789 STAPLES 00114181 - Purch	\$34.09
00089831 COMTRONIX - Purchase	\$915.00
00089847 WAL-MART #1617 - Purchase	\$59.47
00089848 EXXONMOBIL 47626544 - Purch	\$34.70
00089860 EXXONMOBIL 47626544 - Purch	\$60.43
00089877 MES/WARREN FIRE/LAWMEN - Purch	\$63.42
00089882 EXXONMOBIL 47626544 - Purch	\$37.02
00089950 INT IN FIRED UP RESCU - Purch	\$3,125.00
00089956 SAMSCLUB.COM - Purchase	\$83.14
00090155 SQU SQ THE FLOUR BIN - Purcha	\$18.40
00090181 WM SUPERCENTER #1617 - Purchas	\$38.75
00086039 E&F HOLDING CO. - Purchase	\$300.00
00089206 CONVERGEONE INC - Purchase	\$229.95
00089224 GALLS - Purchase	\$96.50
00089225 GALLS HQ - Credit	-\$96.50
00089230 VZWRLSS MY VZ VB P - Purchase	\$2,143.68
00089238 ONE TWO NINE HOSPITALI - Purch	\$100.50
00089240 EXXONMOBIL 47626544 - Purch	\$65.74
00089247 GALLS - Purchase	\$380.12
00089256 VZWRLSS MY VZ VB P - Purchase	\$120.03
00089280 STAPLES 00114181 - Purch	\$30.99
00089299 QDOBA 2791 - Purchase	\$163.75
00089369 INT IN NATIONWIDE SUP - Purch	\$146.15
00089384 HQ SOUTHERN BBQ LLC - Purchase	\$134.75
00089400 CANDLEWOOD SUITES - Purchase	\$188.00
00089409 EGGINGTONS - Purchase	\$180.50
00089417 CANDLEWOOD SUITES - Purchase	\$188.00
00089429 ALBERTSONS #0062 - Purchase	\$43.53
00087420 BEARING BELTCHAIN00244 - Purch	\$367.60
00087498 SAMSCLUB.COM - Purchase	\$336.86
00087825 AUTOZONE #1294 - Purchase	\$51.44
00088166 WEAR PARTS INC - Purchase	\$10.29
00088373 SAMSCLUB #6425 - Purchase	\$26.88
00088794 AMZN Mktp US MN0A26HP2 - Purch	\$6.99
00088805 EB 2019 WYOMING FIRE - Purchas	\$54.67
00088812 AMZN Mktp US MN1AK1SG1 - Purch	\$28.98

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

00088831 AMZN MKTP US MN2E19HC2 - Purch	\$11.99
00088856 AMZN MktP US MN1ME35A0 - Purch	\$46.00
00088991 SECURED ACCOUNT - Purchase	\$697.45
00089045 ARROW INTERNATIONAL - Purchase	\$429.66
00089056 NORCO INC - Purchase	\$380.24
00089078 INT IN FIRED UP RESCU - Purch	\$974.00
00089146 AMZN MKTP US MN7ZA29L0 - Purch	\$15.99
00089152 ATLAS REPRODUCTION INC - Purch	\$145.32
00089165 WM SUPERCENTER #1617 - Purchas	\$116.34
00089177 LARAMIE AREA VISITOR C - Purch	\$175.00
00089188 THE HOME DEPOT #6001 - Purchas	\$5.98
00089201 INT IN JOHNSON, ROBER - Purch	\$120.00
00089436 CANDLEWOOD SUITES - Purchase	\$188.00
00089447 CKE BORN IN A BARN LAR - Purch	\$16.81
00089458 STAPLES 00114181 - Purch	\$10.79
00089505 FERNANDO'S MEXICAN FOO - Purch	\$10.54
00089557 TST WYOMING RIB AND C - Purch	\$24.04
00089561 A&W WHEATLAND TRAVEL P - Purch	\$10.27
00089582 HOLIDAY INN LARAMIE - Purchase	\$303.00
00089599 FAST STOP 1131 - Purchase	\$49.58
00089621 MCALISTER'S #1303 - Purchase	\$13.96
00089636 PAYPAL EMPCO INC - Purchase	\$1,744.46
00089657 Line Item Summary	\$215.00
<b>Subtotal for Cost Center Fire:</b>	<b>\$16,623.67</b>
00089791 VZWRLSS MY VZ VB P - Purchase	\$24.72
00089326 SAMSCLUB #6425 - Purchase	\$66.78
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$91.50</b>
00089844 SUTHERLANDS 2219 - Purchase	\$82.98
00089901 SUTHERLANDS 2219 - Purchase	\$171.96
00089922 ATLAS OFFICE PRODUCTS - Purcha	\$17.19
00089566 BETSY ROSS FLAG GIRLS - Purcha	\$342.74
00089578 COMTRONIX - Purchase	\$531.00
00089363 TOP OFFICE PRODUCTS IN - Purch	\$24.14
00089695 WPY MOUNTAINPLAINS MU - Purcha	\$435.00
00089741 MOUNTAIN WEST TECHNOLO - Purch	\$955.00
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$2,560.01</b>
00089758 HIGHPLAINSP - Purchase	\$88.70
00089538 SQU SQ COWBOY GRAPHIC - Purch	\$84.68
<b>Subtotal for Cost Center General - Fort Caspar:</b>	<b>\$173.38</b>



# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

00089426 MIDLAND IMPLEMENT CO - Purchas	\$294.48
00089526 MIDLAND IMPLEMENT CO - Credit	-\$294.48
00089549 WINFIELD SOLUTIONS ECO - Purch	\$4,919.00
00089572 MIDLAND IMPLEMENT CO - Purchas	\$669.19
00089586 MURDOCHS RANCH &HOME # - Purch	\$274.92
00089346 MOUNTAIN STATES LITHOG - Purch	\$83.48
00089401 RESPOND FIRST AID OF W - Purch	\$26.26
00089414 SIMPLOT PARTNERS-1417 - Purcha	\$425.00
00089420 CHARTER COMM - Purchase	\$148.67
00089440 MIDLAND IMPLEMENT CO - Purchas	\$973.08
00089520 CONOCO - HOMAX OIL SAL - Purch	\$501.89
00089410 BRECK MEDIA GROUP - Purchase	\$500.00
00089995 GRANITE PEAK PUMP SERV - Purch	\$670.28
00090023 BRECK MEDIA GROUP - Purchase	\$500.00
00090036 CASPER STAR TRIBUNE - Purchase	\$1,312.96
00090068 VZWRLSS IVR VB - Purchase	\$80.02
00090098 CPS DISTINCCASPER2530 - Purcha	\$216.95
00090157 SQ SQ ATLANTIC ELECT - Purch	\$5,100.00
00090177 SIMPLOT PARTNERS-1417 - Purcha	\$4,337.00
00090192 SIMPLOT PARTNERS-1417 - Purcha	\$1,000.00
00089798 THE HOME DEPOT #6001 - Purchas	\$160.23
00089834 THE HOME DEPOT 6001 - Purchase	\$80.30
00089875 WINFIELD SOLUTIONS ECO - Purch	\$5,040.60
00089906 TOWNSQUARE MEDIA CASPE - Purch	\$956.00
00089936 BARTOK CONTROLS - Purchase	\$3,820.67
00089968 BUFFALO BRAND SEED LLC - Purch	\$519.00
00089984 TURF EQUIPMENT SALT LA - Purch	\$3,000.00
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$35,315.50</b>
00089478 WMC HEALTH AND WELLNES - Purch	\$400.00
00089164 ATLAS OFFICE PRODUCTS - Purcha	\$32.73
00089203 ATLAS OFFICE PRODUCTS - Purcha	\$66.98
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$499.71</b>
00089359 GENERAL STORE AT THE L - Purch	\$15.35
00089395 NO NAME SALOON & GRILL - Purch	\$47.72
00089439 EINSTEIN BROS BAGELS07 - Purch	\$7.55
00089490 LITTLE AMERICA WEST - Purchase	\$44.02
00089778 ENERGY LABORATORIES IN - Purch	\$22.00
00089081 DV LODGING AND RESERVA - Purch	\$191.72
00089149 ENVIROAQUA CONSULTANT - Purcha	\$126.73
00089198 ORKIN LLC 002 - Purchase	\$245.16
00089214 NORCO INC - Purchase	\$82.48

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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00089226 MOUNTAIN WEST TECHNOLO - Purch	\$49.95
00089295 WASATCH BREW PUB - Purchase	\$39.55
00089330 LITTLE AMERICA WEST - Purchase	\$64.15
00089989 COMTRONIX - Purchase	\$183.00
00090082 WM SUPERCENTER #1617 - Purchas	\$43.28
00089649 CITY TREASURER - Purchase	\$100.00
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$1,262.66</b>
00089164 ATLAS OFFICE PRODUCTS - Purcha	\$32.73
00089203 ATLAS OFFICE PRODUCTS - Purcha	\$66.98
00089563 ATLAS OFFICE PRODUCTS - Purcha	\$30.86
00089212 ATLAS OFFICE PRODUCTS - Purcha	\$12.15
00089387 DOLLAR TREE - Purchase	\$18.78
00089634 DOUGH ENTERPRISES LLC - Purcha	\$5.00
00089700 STERLING BACKCHECK - Purchase	\$1,452.32
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$1,618.82</b>
00089710 GC BUILDING SUPPLY INC - Purch	\$105.00
00089896 SAMS CLUB #6425 - Purchase	\$80.80
00089915 SAMS CLUB #6425 - Purchase	\$101.90
00089978 AMZN MKTP US M61LJ97Z1 - Purch	\$13.98
00090014 ASCAP LICENSE FEE - Purchase	\$188.01
00089680 CPU IIT - Purchase	\$1,960.70
00089344 MENARDS CASPER WY - Purchase	\$8.95
00089473 SAMS CLUB #6425 - Purchase	\$5.94
00089646 SHERWIN WILLIAMS 70343 - Purch	\$56.07
00089671 NORCO INC - Purchase	\$11.76
00089707 FARMER BROTHERS COFFEE - Purch	\$167.00
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$2,700.11</b>
00089681 MOUNTAIN WEST TECHNOLO - Purch	\$275.00
00089715 ATLAS OFFICE PRODUCTS - Purcha	\$356.00
00089790 CPU IIT - Purchase	\$1,627.34
<b>Subtotal for Cost Center Information Services:</b>	<b>\$2,258.34</b>
00089341 COCA COLA BOTTLING CO - Purcha	\$6.50
00089358 THE LOCK PEOPLE - Purchase	\$57.88
00089373 NOLAND FEED - Purchase	\$285.48
00089386 DECKER AUTO GLASS - Purchase	\$314.14
00089451 ALTITUDE VETERINARY HO - Purch	\$142.77
00089997 CLEANITSUPPLY.COM - Purchase	\$192.07
00090015 CLEANITSUPPLY.COM - Purchase	\$148.84
00090016 AMZN Mktp US M63A01D82 - Purch	\$390.93

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

00090058 NOLAND FEED - Purchase	\$434.12
00090076 GRAINGER - Purchase	\$237.47
00089697 NORCO INC - Purchase	\$189.46
00089764 STAPLES 00114181 - Purch	\$379.81
00089783 COMTRONIX - Purchase	\$183.00
00089795 ALTITUDE VETERINARY HO - Purch	\$214.55
00089810 VZWRLSS IVR VB - Purchase	\$51.86
00089813 VISTAPR VistaPrint.com - Purch	\$233.35
00089821 CHEWY.COM - Purchase	\$105.19
00089849 CHEWY.COM - Purchase	\$164.39
00089861 CHEWY.COM - Purchase	\$137.01
00089462 CHEWY.COM - Purchase	\$150.23
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$4,019.05</b>
00089670 HILTON HOTELS PORTLAND - Purch	\$767.90
00089670 HILTON HOTELS PORTLAND - Purch	\$80.70
<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$848.60</b>
00088196 HILTON GARDEN INN - Purchase	\$206.80
00088240 MOUNTAIN STATES LITHOG - Purch	\$256.21
00088290 ANTLER INN - Purchase	\$440.00
00088310 B & B RUBBER STAMP SHO - Purch	\$33.70
00088573 4TE DEWITT WATER SYSTE - Purch	\$108.90
00088855 AMZN MKTP US MN7X41HZ2 - Purch	\$169.99
00089106 MOUNTAIN STATES LITHOG - Purch	\$174.01
00089141 B & B RUBBER STAMP SHO - Purch	\$86.80
00089266 WAL-MART #1617 - Purchase	\$24.90
00089285 SAMS CLUB #6425 - Purchase	\$11.53
00089303 STAPLES 00114181 - Purch	\$59.99
00089378 USU EVENT SERVICES - Credit	-\$570.00
00089394 WAL-MART #1617 - Purchase	\$45.87
00089406 SAMSCLUB #6425 - Purchase	\$13.96
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$1,062.66</b>
00089396 THYSSENKRUPP ELEVATOR - Purcha	\$991.49
00089396 THYSSENKRUPP ELEVATOR - Purcha	\$991.49
<b>Subtotal for Cost Center Parking:</b>	<b>\$1,982.98</b>
00089418 GREENDEALER COM - Credit	-\$100.82
00089740 KISTLER TENT AND AWNIN - Purch	\$106.67
00089740 KISTLER TENT AND AWNIN - Purch	\$106.67
00089740 KISTLER TENT AND AWNIN - Purch	\$106.66
00089791 VZWRLSS MY VZ VB P - Purchase	\$153.37

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

00089999 COLORADO GOLF AND TURF - Purch	\$5,550.00
00090017 COLORADO GOLF AND TURF - Purch	\$1,000.00
00089507 ARCMATE MFG CORP - Purchase	\$455.70
00089569 CPS DISTINCCASPER2530 - Purcha	\$55.50
00089607 KEEP AMERICA BFUL - Purchase	\$220.00
00089750 BAILEYS ACE HDWE - Purchase	\$5.58
00089101 NORCO INC - Purchase	\$310.10
00089151 CPS DISTINCCASPER2530 - Purcha	\$30.11
00089229 BAILEYS ACE HDWE - Purchase	\$6.99
00089244 GALLES GREENHOUSE & HE - Purch	\$85.96
00089253 CPS DISTINCCASPER2530 - Purcha	\$59.77
00089283 CPS DISTINCCASPER2530 - Purcha	\$27.75
00089326 SAMSClub #6425 - Purchase	\$89.10
00089356 CPS DISTINCCASPER2530 - Purcha	\$353.94
00089365 NORCO INC - Purchase	\$193.78
00089381 CPS DISTINCCASPER2530 - Purcha	\$114.52
00089500 CPS DISTINCCASPER2530 - Purcha	\$17.20
00089576 GALLES GREENHOUSE & HE - Purch	\$268.79
00089496 PEACHES - Purchase	\$59.85
00089952 CPS DISTINCCASPER2530 - Purcha	\$493.20
00090094 BEARICUDA, INC. - Purchase	\$2,306.12
00090174 BLOEDORN LUMBER CASPER - Purch	\$11.91
00089675 SHIRTS N MORE - Purchase	\$1,750.00
00089917 GAMETIME - Purchase	\$564.99
00089917 GAMETIME - Purchase	\$996.00
<b>Subtotal for Cost Center Parks:</b>	<b>\$15,399.41</b>
00089863 INT IN WYOMING PLANT - Purcha	\$1,000.00
00089541 JOHNNY APPLESEED INC - Purchas	\$88.08
00089556 JOHNNY APPLESEED INC - Purchas	\$356.94
00089739 ATLAS OFFICE PRODUCTS - Purcha	\$121.06
00083720 SMK SURVEYMONKEY.COM - Purchas	\$12.33
00084877 SMK SURVEYMONKEY.COM - Purchas	\$12.33
00088672 SMK SURVEYMONKEY.COM - Purchas	\$12.33
00090079 SAMSClub #6425 - Purchase	\$76.43
00089835 CP DENVER - Purchase	\$2.71
<b>Subtotal for Cost Center Planning:</b>	<b>\$1,682.21</b>
00085620 CPU IIT - Purchase	\$1,557.40
00086453 EXXONMOBIL 48219554 - Purch	\$60.39
00084092 SHERATON DALLAS - Purchase	\$182.56
00089632 GANGNAM KOREAN GRILL - Purchas	\$49.43
00089643 JASONS DELI - EAST WIC - Purch	\$11.05

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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00089655 COLBY 24 7 TRA73010027 - Purch	\$40.00
00089689 5GUYS 1357 QSR - Purchase	\$20.23
00089730 PIZZA HUT #009137 - Purchase	\$9.62
00089742 Twin Peaks - E 21st N - Purcha	\$35.00
00089748 SUBWAY 03116324 - Purch	\$36.81
00089751 HARDEE'S 608 - Purchase	\$7.29
00089771 VOIANCE LLC - Purchase	\$86.33
00089787 MOUNTAIN STATES LITHOG - Purch	\$2,722.41
00089797 ATLAS REPRODUCTION INC - Purch	\$154.16
00089814 SUBWAY 03262193 - Purch	\$8.05
00089827 AT&T BILL PAYMENT - Purchase	\$8,373.96
00089841 UNIFORMS 2 GEAR - Purchase	\$1,723.34
00089854 SPORTSMANS WAREHOUSE 1 - Purch	\$300.00
00089855 AIRGAS CENTRAL - Purchase	\$2,726.33
00089889 CONVERGEONE INC - Purchase	\$132.90
00089919 NASRO - Purchase	\$445.00
00089977 SOURCE OFFICE - VITAL - Purcha	\$361.58
00089667 VZWRLSS IVR VB - Purchase	\$1,681.95
00089683 VZWRLSS IVR VB - Purchase	\$1,760.46
00089691 CPU IIT - Purchase	\$3,498.00
00089718 SOURCE OFFICE - VITAL - Purcha	\$127.81
00089719 USPS PO 5715580945 - Purchase	\$8.00
00089724 HON ASI GUN HBF PAO MA - Purch	\$60.00
00089757 SIGMA ALDRICH US - Purchase	\$394.30
00089760 HON ASI GUN HBF PAO MA - Purch	\$310.71
00089766 RICOH USA, INC - Purchase	\$48.71
00089788 BAILEYS ACE HDWE - Purchase	\$15.96
00089805 SIGMA ALDRICH US - Purchase	\$385.19
00089819 USPS PO 5715580945 - Purchase	\$7.45
00089837 SALT LAKE WHOLESALE - Purchase	\$2,015.00
00089845 EXPERIAN EXP PAY CC - Purchase	\$64.26
00089856 INT IN JOHNSON, ROBER - Purch	\$180.00
00089904 BARNES & NOBLE #2674 - Purchas	\$67.98
00089263 OLD CHICAGO LONGMONT - Purchas	\$20.00
00089264 ALTITUDE VETERINARY HO - Purch	\$53.00
00089277 R & R REST STOPS - Purchase	\$138.92
00089289 SMOKIN DAVES BBQ AND T - Purch	\$26.60
00089328 PANERA BREAD #202437 P - Purch	\$14.18
00089340 MAVERIK #426 - Purchase	\$25.55
00089345 TEXAS ROADHOUSE FR2176 - Purch	\$37.52
00089347 INTERSTATE ALL BATTERY - Purch	\$31.92
00089357 TST CHEYENNE RIB AND - Purcha	\$31.46
00089390 WESTERN WYOMING LOCK & - Purch	\$252.50

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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00089392 ALTITUDE VETERINARY HO - Credi	-\$53.00
00089403 INT IN AAKER SIGNS & - Purcha	\$265.00
00089425 ENTENMANN-ROVIN COMPAN - Purch	\$2,680.00
00087588 LITTLE CAESARS 1989 00 - Purch	\$6.29
00083987 MARRIOTT WICHITA - Purchase	\$117.42
00084006 MANNY'S UPTOWN - Purchase	\$24.40
00084039 SHERATON DALLAS DINING - Purch	\$17.16
00089617 AJ'S SPORTS GRILL - Purchase	\$29.85
00089638 ARBY'S #1823 Q52 - Purchase	\$13.23
00085695 UNITED 01626000873895 - Pur	\$30.00
00085890 LA PLAYA MAYA-HEMPHILL - Purch	\$18.02
00085918 TARGET 00020420 - Purch	\$80.91
00086230 VISTAPR VistaPrint.com - Purch	\$85.04
00086318 PAYPAL NACRJ - Purchase	\$1,800.00
00086403 HILTON HOTELS - Purchase	\$495.90
00086784 BOURBON STREET OYSTER - Purcha	\$32.18
00085280 LOVE S COUNTRY00002204 - Purch	\$27.87
00085283 RENAISSANCE HOTELS - Purchase	\$35.24
00085331 WENDY'S - 9035 - Purchase	\$8.79
00087022 KOHL'S #1420 - Purchase	\$414.00
00087059 WALMART.COM - Purchase	\$54.56
00087090 WWW.KOHL'S.COM #0873 - Purchase	\$63.00
00088415 TRAVEL GUARD GROUP INC - Purch	\$52.04
00088592 SIRCHIE FINGER PRINT L - Purch	\$650.00
00088888 NOODLES & CO 161 - Purchase	\$12.80
00089139 LAWENFORCEM - Purchase	\$115.00
00089260 UNITED 01615115767473 - Pur	\$30.00
00089276 SARA LEE SANDWICH SHOP - Purch	\$12.94
00089306 OLD CHICAGO LONGMONT - Purchas	\$25.00
00089323 SMOKIN DAVES BBQ AND T - Purch	\$30.00
00089324 PANERA BREAD #601379 P - Purch	\$14.25
00089335 OUTBACK 2612 - Purchase	\$32.43
00089352 0070 First Watch Resta - Purch	\$13.42
00089362 MCDONALD'S F35665 - Purchase	\$5.34
00089364 TEXAS ROADHOUSE FR2176 - Purch	\$34.00
00089368 BWW 3423 ST PETERS - Purchase	\$21.50
00089372 CHICK-FIL-A #02185 - Purchase	\$11.81
00089377 PANERA BREAD #202437 P - Purch	\$13.76
00089421 DRURY INN ST PETERS - Purchase	\$379.31
00089434 SQ SQ OCCAM VIDEO SO - Purch	\$3,805.85
00089441 PANERA BREAD #600708 P - Purch	\$12.25
00089461 PHILLIPS 66 - BRIDGETO - Purch	\$25.40
00089479 CHICK-FIL-A #02185 - Purchase	\$11.81

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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00089481 UNITED 01615122017318 - Pur	\$30.00
00089486 RED LOBSTER 6235 - Purchase	\$35.00
00089493 BUDGET RENT ACAR TOLLS - Purch	\$4.10
00089498 CHICK-FIL-A - Purchase	\$16.43
00089531 CHIPOTLE 0013 - Purchase	\$13.29
00089537 CNCIA PARKING - Purchase	\$20.00
00089539 TEEL TECHNOLOGIES - Purchase	\$3,532.00
00089550 KUM & GO #913 - Purchase	\$4.37
00089577 KUM & GO #913 - Purchase	\$25.51
00089587 RED ROBIN NO 68 - Purchase	\$21.07
00089595 AJ'S SPORTS GRILL - Purchase	\$21.25
00089602 GOODFELLAS - LONGMONT - Purcha	\$29.38
00089622 COLBY 24 7 TRA73010027 - Credi	-\$14.26
00089456 ENTENMANN-ROVIN COMPAN - Purch	\$1,834.50
00089469 RED LOBSTER 6235 - Purchase	\$43.72
00089480 EMPIRE 3595 - Purchase	\$39.25
00089489 AMZN MKTP US M69SC5JE2 - Purch	\$178.79
00089495 GALLS - Purchase	\$6,732.54
00089503 CHIPOTLE 0013 - Purchase	\$12.75
00089512 E&F HOLDING CO. - Purchase	\$540.00
00089517 WYOMING STATE BOARD OF - Purch	\$82.00
00089523 WAYFAIR WAYFAIR - Purchase	\$682.49
00089574 RED ROBIN NO 68 - Purchase	\$26.25
00089593 GOODFELLAS - LONGMONT - Purcha	\$20.85
00089611 CPU IIT - Purchase	\$760.00
00089627 FIVERR - Purchase	\$336.00
00089644 SAMS CLUB #6425 - Purchase	\$45.44
00089652 SQ SQ DAPPER DOG GRO - Purch	\$46.00
00083155 MCDONALD'S F8067 - Purchase	\$19.99
00083451 CIT INTERNATIONAL - Purchase	\$500.00
00083867 AMERI-TECH EQUIPMENT C - Purch	\$160.17
00083960 WAL-MART #2978 - Purchase	\$131.76
00083981 CONOCO - ALTA CONVENIE - Purch	\$35.20
00084411 GLORIAS RESTAURANT #7 - Purcha	\$31.00
00084443 HEIM BARBECUE - Purchase	\$27.73
00084470 QT 871 08008716 - Purch	\$43.86
00085083 YPS HOMEAWAY HA-SDJN95 - Credi	-\$99.00
00085187 WORDPRESS ADNYU5ZJYG - Purchas	\$18.00
00089637 KWIK SHOP #0749 - Purchase	\$34.20
00089640 JASONS DELI - EAST WIC - Purch	\$8.37
00089651 ARBY'S #1823 Q52 - Purchase	\$11.18
00089658 GANGNAM KOREAN GRILL - Purchas	\$52.43
00089703 5GUYS 1357 QSR - Purchase	\$15.55

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

00089706 WESTERN WYOMING LOCK & - Purch	\$10.50
00089726 Twin Peaks - E 21st N - Purcha	\$16.96
00089736 LOAF N JUG #0119 - Purchase	\$23.36
00089762 PIZZA HUT #009137 - Purchase	\$8.55
00089768 BAILEYS ACE HDWE - Purchase	\$23.58
00089773 AMZN Mktp US M66323PH0 - Purch	\$22.76
00089784 LOVE S TRAVEL 00006080 - Purch	\$16.11
00089792 RESIDENCE INN WICHITA - Purcha	\$418.50
00089793 CASEYS GEN STORE 2734 - Purcha	\$25.94
00089799 RESIDENCE INN WICHITA - Purcha	\$418.50
00089800 SILVER MINE SUBS - Purchase	\$10.17
00089806 DEACONS RESTAURANT - Purchase	\$12.33
00089811 SAMSCLUB #6425 - Purchase	\$110.82
00089824 FEDEX OFFIC94200009423 - Purch	\$87.00
00089826 AMAZON.COM M658N35E2 A - Purch	\$45.56
00089865 R & R REST STOPS - Purchase	\$138.92
00089876 SIRCHIE FINGER PRINT L - Purch	\$2,725.32
00089891 CAMPBELL PET COMPANY - Purchas	\$121.39
00089902 WYOMING CAMERA - Purchase	\$3,147.93
00089926 SOURCE OFFICE - VITAL - Purcha	\$414.19
00089927 SAMSCLUB #6425 - Purchase	\$34.68
00089935 STOP STICK LTD - Purchase	\$166.00
00089942 SOURCE OFFICE - VITAL - Purcha	\$871.12
<b>Subtotal for Cost Center Police:</b>	<b>\$66,835.39</b>

00089337 DAYS INNS/DAYSTOP - Purchase	\$65.40
00089977 SOURCE OFFICE - VITAL - Purcha	\$94.62
00089836 SUPERSHUTTLE EXECUCARW - Purch	\$157.09
00086308 4IMPRINT - Purchase	\$1,041.69
00086357 SUPERSHUTTLE EXECUCARS - Purch	\$93.68
00086538 INT IN ONLINE WEB SER - Purch	\$468.00
00086675 STAPLES DIRECT - Purchase	\$115.75
00089543 STAPLES DIRECT - Purchase	\$165.64
00089545 STAPLES DIRECT - Purchase	\$23.99
00089562 WYOMING MED CTR CAFE - Purchas	\$11.30
00083503 STRAIGHTTALK AIRTIME - Purchas	\$37.81
00089717 DAYS INNS/DAYSTOP - Credit	-\$5.40
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$2,269.57</b>

00089672 ALLIANCE ELECTRIC LLC - Purcha	\$304.00
00089164 ATLAS OFFICE PRODUCTS - Purcha	\$32.72
00089203 ATLAS OFFICE PRODUCTS - Purcha	\$66.98
<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$403.70</b>



# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

00089982 STAPLES 00114181 - Purch	\$13.98
00089455 CPS DISTINCCASPER2530 - Purcha	\$75.54
00089483 AMZN MKTP US AMZN.COM/ - Credi	-\$18.96
00089499 DOLLAR TREE - Purchase	\$12.00
00089532 MENARDS CASPER WY - Purchase	\$486.48
00089551 MARTIN-RAY LAUNDRY SYS - Purch	\$125.86
00089573 AMZN Mktp US M63WT8EZ2 - Purch	\$17.61
00089614 MARTIN-RAY LAUNDRY SYS - Purch	\$1,312.50
00089680 CPU IIT - Purchase	\$2,941.05
00089616 ARC SERVICES/TRAINING - Purcha	\$30.00
<b>Subtotal for Cost Center Recreation:</b>	<b>\$4,996.06</b>

00089388 CMI TECO - Purchase	\$890.12
00089404 CMI TECO - Purchase	\$976.83
00089405 CMI TECO - Purchase	\$1,770.93
00089412 CMI TECO - Purchase	\$564.30
00089422 CMI TECO - Purchase	\$3,556.50
00089423 CMI TECO - Purchase	\$1,009.58
00089430 CMI TECO - Purchase	\$10,325.62
00089432 CMI TECO - Purchase	\$1,673.31
00088599 CMI TECO - Purchase	\$102.48
00089145 ATLAS OFFICE PRODUCTS - Purcha	\$24.24
00089162 MOUNTAIN WEST TECHNOLO - Purch	\$119.97
00089437 CMI TECO - Purchase	\$254.02
00089438 CMI TECO - Purchase	\$56.52
00089444 CMI TECO - Purchase	\$2,278.89
00089446 CMI TECO - Purchase	\$2,610.00
00089457 CMI TECO - Purchase	\$1,816.29
00089485 CASPER FORD LINCOLN - Purchase	\$17.99
00089580 THE HOME DEPOT 6001 - Purchase	\$100.54
00089674 CASPER TIRE 0000705 - Purchase	\$45.00
00089693 CASPER TIRE 0000705 - Purchase	\$35.00
00089853 CASPER TIRE 0000705 - Purchase	\$138.00
00089924 CONOCO - HOMAX OIL SAL - Purch	\$369.25
00089951 CMI TECO - Purchase	\$2,601.78
00090009 AIRGAS CENTRAL - Purchase	\$51.15
00090030 CMI TECO - Purchase	\$113.17
00090044 WYOMING STEEL, RECYC - Purchas	\$5,997.00
00090100 KISTLER TENT AND AWNIN - Credi	-\$1,419.00
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$36,079.48</b>

00089763 71 SOIL AND STONE - Purchase	\$428.40
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# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

00089812 SQ SQ MCMURRY READY - Purcha	\$699.71
00089859 BARGREEN WYOMING 25 - Purchase	\$29.98
00089886 ATLAS OFFICE PRODUCTS - Purcha	\$452.13
00089895 VZWRLSS IVR VB - Purchase	\$80.02
00089898 MENARDS CASPER WY - Purchase	\$4.89
00089923 STOTZ EQUIP CASPER 010 - Purch	\$29.99
00089941 MICHAELSFENCE&SUPPLYIN - Purch	\$26.88
00089947 HARBOR FREIGHT TOOLS 3 - Purch	\$19.98
00090004 CASPER CONTRACTORS SUP - Purch	\$40.02
00090043 CASPER CONTRACTORS SUP - Purch	\$32.80
00089791 VZWRLSS MY VZ VB P - Purchase	\$24.72
00089449 SUPPLYHOUSE.COM - Purchase	\$143.69
00089487 GRAINGER - Purchase	\$71.34
00089668 THE HOME DEPOT #6001 - Purchas	\$12.87
00089669 HOSE & RUBBER SUPPLY C - Purch	\$50.60
00089714 TOWNSQUARE MEDIA CASPE - Purch	\$492.00
00089832 LA BARISTA - Purchase	\$30.00
00089892 LA BARISTA - Purchase	\$40.00
00090023 BRECK MEDIA GROUP - Purchase	\$504.00
00090131 TOWNSQUARE MEDIA CASPE - Purch	\$40.00
00090138 TOWNSQUARE MEDIA CASPE - Purch	\$500.00
00090160 CASPER STAR TRIBUNE - Purchase	\$1,000.00
<b>Subtotal for Cost Center Sewer:</b>	<b>\$4,754.02</b>
00089791 VZWRLSS MY VZ VB P - Purchase	\$24.72
00089326 SAMSClub #6425 - Purchase	\$91.27
00089604 MENARDS CASPER WY - Purchase	\$7.74
00089625 SQ SQ ATLANTIC ELECT - Purch	\$3,100.00
00089641 TCE LLC - Purchase	\$5,560.00
00089642 SQ SQ ATLANTIC ELECT - Purch	\$3,500.00
00089661 SQ SQ ATLANTIC ELECT - Purch	\$747.44
00089664 SHERWIN-WILLIAMS 70896 - Purch	\$183.16
00089686 ADVANCED TRAFFIC PRODU - Purch	\$7,718.00
00089690 CASPER CONTRACTORS SUP - Purch	\$190.34
00089692 TAPCO - Purchase	\$1,867.50
00089713 VZWRLSS IVR VB - Purchase	\$40.01
00089776 AIRGAS CENTRAL - Purchase	\$215.04
00089785 CASPER CONTRACTORS SUP - Purch	\$17.05
00089802 CASPER CONTRACTORS SUP - Purch	\$431.70
00089818 SIX ROBBLEES NO 19 - Purchase	\$114.95
00089829 THE HOME DEPOT 6001 - Purchase	\$327.94
00089832 LA BARISTA - Purchase	\$180.00
00089846 CPU IIT - Purchase	\$88.40

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

00089857 THE HOME DEPOT 6001 - Purchase	\$89.77
00089868 THE HOME DEPOT #6001 - Purchas	\$117.89
00089890 THE HOME DEPOT #6001 - Purchas	\$19.94
00089894 NORCO INC - Purchase	\$112.80
00089910 0970 CED - Purchase	\$190.87
00089925 CRUM ELECTRIC SUPPLY C - Purch	\$198.10
00089992 IDENTOGO - TSA HME - Purchase	\$86.50
00090003 MOUNTAIN WEST TECHNOLO - Purch	\$4,707.00
00090057 THE HOME DEPOT #6001 - Purchas	\$14.01
<b>Subtotal for Cost Center Streets:</b>	<b>\$29,942.14</b>
00089355 GRAINGER - Purchase	\$19.86
00089361 CRUM ELECTRIC SUPPLY C - Purch	\$41.97
00089374 CRUM ELECTRIC SUPPLY C - Purch	\$62.42
00089383 LUBRICATION ENGINEERS - Purcha	\$368.71
00089196 ARROWHEAD HEATING & AI - Purch	\$718.80
00090021 RESPOND FIRST AID OF W - Purch	\$127.93
00090024 CRUM ELECTRIC SUPPLY C - Purch	\$373.08
00090033 USPS PO 5715580945 - Purchase	\$16.40
00089791 VZWRLSS MY VZ VB P - Purchase	\$24.72
00089443 CASPER TIRE 0000705 - Purchase	\$60.00
00089510 CRUM ELECTRIC SUPPLY C - Purch	\$193.01
00089553 PACE ANALYTICAL SERVIC - Purch	\$30.00
00089594 DC FROST ASSOCIATES IN - Purch	\$212.56
00089623 HARBOR FREIGHT TOOLS 3 - Purch	\$84.98
00089626 ANIXTER INC - UPS - Purchase	\$685.00
00089684 CASPER CONTRACTORS SUP - Purch	\$76.74
00089698 WESTERN SLING CO - Purchase	\$133.21
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$3,229.39</b>
00088956 CARID.COM - Purchase	\$1,466.35
00088985 CARID.COM - Credit	-\$65.55
00089325 ENERGY LABORATORIES IN - Purch	\$54.00
00089385 DANA KEPNER CO. - Purchase	\$3,480.00
00089397 THE HOME DEPOT #6001 - Purchas	\$3.94
00089424 DANA KEPNER CO. - Purchase	\$157.75
00089030 DANA KEPNER CO. - Purchase	\$1,524.60
00089753 ENERGY LABORATORIES IN - Purch	\$27.00
00089765 ENERGY LABORATORIES IN - Purch	\$374.00
00089779 ENERGY LABORATORIES IN - Purch	\$27.00
00089781 KNIFE RIVER 5701 - Purchase	\$2,030.40
00089786 STOTZ EQUIP CASPER 010 - Purch	\$29.99
00089807 DANA KEPNER CO. - Purchase	\$96.00

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

00089949 SIX ROBBLEES NO 19 - Purchase	\$11.11
00089959 BEARING BELTCHAIN00244 - Purch	\$5.07
00089970 SIX ROBBLEES NO 19 - Purchase	\$14.77
00089974 BEARING BELTCHAIN00244 - Purch	\$18.47
00089993 BLOEDORN LUMBER CASPER - Purch	\$13.00
00089994 HOSE & RUBBER SUPPLY C - Purch	\$8.96
00089996 ENERGY LABORATORIES IN - Purch	\$27.00
00090006 ENERGY LABORATORIES IN - Purch	\$27.00
00090041 ENERGY LABORATORIES IN - Purch	\$374.00
00089791 VZWRLSS MY VZ VB P - Purchase	\$75.88
00089452 SUTHERLANDS 2219 - Purchase	\$7.98
00089468 WATERWORKS IND 2697 - Purchase	\$780.00
00089468 WATERWORKS IND 2697 - Purchase	\$420.00
00089477 KNIFE RIVER 5701 - Purchase	\$2,012.58
00089491 CASPER CONTRACTORS SUP - Purch	\$281.04
00089515 TOP OFFICE PRODUCTS IN - Purch	\$218.99
00089518 VCN NATRONACOTITLESCTR - Purch	\$17.50
00089533 INBERG-MILLER ENGINEER - Purch	\$110.50
00089596 SUTHERLANDS 2219 - Purchase	\$4.99
00089679 KNIFE RIVER 5701 - Purchase	\$4,170.60
00089682 BLOEDORN LUMBER CASPER - Purch	\$9.71
00089699 BEARING BELTCHAIN00244 - Purch	\$44.97
00089701 BEST BUY 00015271 - Purch	\$129.98
00089704 SUTHERLANDS 2219 - Purchase	\$14.97
00089312 DOG WASTE DEPOT - Purchase	\$356.61
00089711 ROCKY MOUNTAIN AIR SOL - Purch	\$22.47
00089737 MENARDS CASPER WY - Purchase	\$24.99
00089830 SUTHERLANDS 2219 - Purchase	\$4.29
00089840 KNIFE RIVER 5701 - Purchase	\$1,232.46
<b>Subtotal for Cost Center Water:</b>	<b>\$19,645.37</b>

00089791 VZWRLSS MY VZ VB P - Purchase	\$24.72
00089540 CASPER FORD LINCOLN - Purchase	\$59.44
00089548 ENERGY LABORATORIES IN - Purch	\$645.00
00089554 COASTAL CHEMICAL CO LL - Purch	\$133.54
00089564 THE HOME DEPOT #6001 - Purcha	\$49.36
00089579 EUROFINS EATON ANALYTI - Purch	\$200.00
00089612 SUTHERLANDS 2219 - Purchase	\$31.92
00089629 UPS 0000008F045W239 - Purchase	\$137.91
00089633 COASTAL CONSTRUCTION P - Purch	\$1,119.73
00089656 XEROX CORPORATION/RBO - Purcha	\$244.75
00089662 DIAMOND VOGEL PAINT #7 - Purch	\$42.60
00089688 SUTHERLANDS 2219 - Purchase	\$59.97

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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00089694 ENERGY LABORATORIES IN - Purch	\$231.00
00089696 CASPER STAR TRIBUNE - Purchase	\$109.40
00089709 ENERGY LABORATORIES IN - Purch	\$57.00
00089775 SUTHERLANDS 2219 - Purchase	\$46.99
00089899 MODERN ELECTRIC - Purchase	\$891.10
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$4,084.43</b>

00089774 TRACTOR SUPPLY CO #199 - Purch	\$99.97
00089331 WARNE CHEMICAL & EQUIP - Purch	\$4,073.00
00089350 AGTERRA TECHNOLOGIES I - Purch	\$1,590.00
00089502 TRACTOR SUPPLY CO #199 - Purch	\$44.96
00089618 VAN DIEST SUPPLY COMPA - Purch	\$857.52
00089650 CPS DISTINCCASPER2530 - Purcha	\$20.55
00089721 HOSE & RUBBER SUPPLY C - Purch	\$19.19
00089761 MENARDS CASPER WY - Purchase	\$37.87
00089867 PORTCATELLO SUPPLY DEP - Purch	\$472.58
<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$7,215.64</b>

<b>Vendor Subtotal:</b>	<b>\$350,550.31</b>
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## PEAK GEOSOLUTIONS/ SOLID WASTE PROFESSIONALS

2019.25 OP/MTNC/MON SERVICES GAS	\$2,464.07
2019.25 MILEAGE CALCULATION	\$0.88
2019.21 OP/MTNC/MON SERVICES GAS	\$3,872.70
2019.21 MILEAGE CALCULATION	\$0.83
<b>Subtotal for Cost Center Balefill:</b>	<b>\$6,338.48</b>

<b>Vendor Subtotal:</b>	<b>\$6,338.48</b>
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## PELICANCORP (CA)INC

1205 UTILITY DISPATCH SYSTEM	\$1,124.47
<b>Subtotal for Cost Center Sewer:</b>	<b>\$1,124.47</b>

1205 UTILITY DISPATCH SYSTEM	\$1,124.47
<b>Subtotal for Cost Center Water:</b>	<b>\$1,124.47</b>

<b>Vendor Subtotal:</b>	<b>\$2,248.94</b>
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## PEPPER TANK & CONTRACTING

93381 SS PL 3/8 OR 1/2- TRIANGLES	\$75.00
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$75.00</b>

<b>Vendor Subtotal:</b>	<b>\$75.00</b>
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# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

PEPSI COLA OF CASPER	2199067043 MIKE SEDAR POOL	\$570.00
	2199067042 PARADISE VALLEY POOL	\$570.00
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$1,140.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,140.00</b>
PLATTE RIVER TRAILS TRUST	RIN0029678 JULY 18- DEC 18 OVERHEAD EXP	\$50,000.00
	<b>Subtotal for Cost Center Capital Projects - City Manager:</b>	<b>\$50,000.00</b>
	<b>Vendor Subtotal:</b>	<b>\$50,000.00</b>
POSTAL PROS SOUTHWEST INC	6326 UTILITY BILLING	\$2,277.90
	6313 UTILITY BILLING	\$5,559.77
	6314 WATER QUALITY REPORT OVERAGE	\$48.90
	6288 UTILITY BILLING	\$286.58
	<b>Subtotal for Cost Center Finance:</b>	<b>\$8,173.15</b>
	<b>Vendor Subtotal:</b>	<b>\$8,173.15</b>
PRINTWORKS	11760 WINDOW ENEVELOPES	\$293.67
	<b>Subtotal for Cost Center Water:</b>	<b>\$293.67</b>
	<b>Vendor Subtotal:</b>	<b>\$293.67</b>
PUBLIC SAFETY COMMUNICATIONS CENTER	1276/175361 PSCC MONTHLY USER FEE	\$533.60
	<b>Subtotal for Cost Center Water:</b>	<b>\$533.60</b>
	<b>Vendor Subtotal:</b>	<b>\$533.60</b>
RICHARD SZEKELY	RIN0029693 TRAVEL REIMBURSEMENT	\$290.50
	<b>Subtotal for Cost Center City Attorney:</b>	<b>\$290.50</b>
	<b>Vendor Subtotal:</b>	<b>\$290.50</b>
ROCKY MOUNTAIN POWER	AP000169053119 ELECTRICITY	\$824.43

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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<b>Subtotal for Cost Center Aquatics:</b>	<b>\$824.43</b>
RIN0029673 ENERGY- ELECTRICITY	\$392.71
AP000167053119 ELECTRICITY	\$7,207.15
<b>Subtotal for Cost Center Balefill:</b>	<b>\$7,599.86</b>
AP000168061119 ELECTRICITY	\$151.67
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$151.67</b>
AP000150053119 ELECTRICITY	\$125.47
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$125.47</b>
AP000246060619 ELECTRICITY	\$333.42
<b>Subtotal for Cost Center Fire:</b>	<b>\$333.42</b>
AP000154053119 ELECTRICITY	\$3,372.85
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$3,372.85</b>
AP000158060319 ELECTRICITY	\$450.17
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$450.17</b>
AP000160053119 ELECTRICITY	\$860.40
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$860.40</b>
AP000161053119 ELECTRICITY	\$4,335.92
AP000180053119 ELECTRICITY	\$2,608.68
AP000181060519 ELECTRICITY	\$4,090.67
AP000236061019 ELECTRICITY	\$59.27
<b>Subtotal for Cost Center Parks:</b>	<b>\$11,094.54</b>
AP000162053119 ELECTRICITY	\$88.97
<b>Subtotal for Cost Center Police:</b>	<b>\$88.97</b>
AP000163053119 ELECTRICITY	\$447.11
<b>Subtotal for Cost Center Sewer:</b>	<b>\$447.11</b>
AP000241053119 ELECTRICITY	\$83.34
AP000170060519 ELECTRICITY	\$69.00
AP000164053119 ELECTRICITY	\$46,066.33
<b>Subtotal for Cost Center Streets:</b>	<b>\$46,218.67</b>
AP000166053119 ELECTRICITY	\$26,187.24
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$26,187.24</b>

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

AP000243060519 ELECTRICITY \$431.43  
AP000165060519 ELECTRICITY \$3,235.90  
**Subtotal for Cost Center Water:** **\$3,667.33**

RIN0029689 ENERGY- ELECTRICITY \$49,645.49  
RIN0029689 ENERGY- ELECTRICITY \$8,074.15  
**Subtotal for Cost Center Water Treatment Plant:** **\$57,719.64**

**Vendor Subtotal:** **\$159,141.77**

## RODRICK, BRIANNE

0033341981 UTILITY REFUND \$29.69  
**Subtotal for Cost Center Water:** **\$29.69**

**Vendor Subtotal:** **\$29.69**

## ROTARY CLUB OF CASPER

4046 ROTARY CLUB FEES \$254.00  
**Subtotal for Cost Center City Manager:** **\$254.00**

**Vendor Subtotal:** **\$254.00**

## RUBBERCYCLE LLC

80220 PLAYSAFER RUBBER MULCH \$19,995.00  
**Subtotal for Cost Center Parks:** **\$19,995.00**

**Vendor Subtotal:** **\$19,995.00**

## RUSTENHOVEN, CONNER

0033341979 UTILITY REFUND \$14.03  
**Subtotal for Cost Center Water:** **\$14.03**

**Vendor Subtotal:** **\$14.03**

## SALTUS TECHNOLOGIES, LLC

1905-48 BROTHER PRINTER REPAIR \$308.00  
**Subtotal for Cost Center Police:** **\$308.00**

**Vendor Subtotal:** **\$308.00**

## SANDOVAL, JOE

0033341977 UTILITY REFUND \$44.56



# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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Subtotal for Cost Center Water:	\$44.56
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Vendor Subtotal:	<hr/> \$44.56
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## SARAH BOYLE

RIN0029691 TRAVEL REIMBURSEMENT	\$50.74
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Subtotal for Cost Center Police:	\$50.74
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Vendor Subtotal:	<hr/> \$50.74
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## SDFI-TELEMEDCINE LLC

1812 TRAINING FEE	\$1,950.00
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1811 OTHER ACADEMY	\$34,000.00
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1813 SANDISK 16GIG MEMORY CARD	\$300.00
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Subtotal for Cost Center Police Grants:	\$36,250.00
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Vendor Subtotal:	<hr/> \$36,250.00
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## SHEET METAL SPECIALTIES, INC.

29488 GOLF COURSE HOOD	\$11,422.00
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29489 GOLF COURSE HOOD	\$2,790.00
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Subtotal for Cost Center Golf Course:	\$14,212.00
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Vendor Subtotal:	<hr/> \$14,212.00
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## SKYLINE RANCHES

RIN0029693 MAY 2019 RETAIL SEWER REVENUE	\$963.50
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RIN0029693 ADMIN FEE 10%	-\$96.35
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Subtotal for Cost Center Sewer:	\$867.15
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RIN0029693 APRIL 2019 PAYMENT FOR SEWER	-\$775.32
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Subtotal for Cost Center Waste Water:	-\$775.32
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Vendor Subtotal:	<hr/> \$91.83
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## SMARSH, INC

INV00511386 MAY 2019 ARCHIVING	\$1,831.50
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Subtotal for Cost Center Finance:	\$1,831.50
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Vendor Subtotal:	<hr/> \$1,831.50
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## SORTEBERG, BEN

0033341978 UTILITY REFUND	\$28.36
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# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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Subtotal for Cost Center Water:	\$28.36
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Vendor Subtotal:	<hr/> \$28.36
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## STATE OF WY. - NOTARY DIV.

RIN0029675 TODD WELLS NOTARY APPLICATION	\$30.00
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Subtotal for Cost Center Police:	\$30.00
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Vendor Subtotal:	<hr/> \$30.00
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## STATELINE NO 7 ARCHITECTS

1804 #19-006 CITY HALL RENOVATIONS	\$5,657.50
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Subtotal for Cost Center Buildings & Structures:	\$5,657.50
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Vendor Subtotal:	<hr/> \$5,657.50
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## STEALTH PARTNER GROUP

RIN0029686 JUNE 19 MEDICAL STOPLOSS INS	\$49,644.59
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Subtotal for Cost Center Health Insurance:	\$49,644.59
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Vendor Subtotal:	<hr/> \$49,644.59
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## STOVALL, JOSEPH C/ADI

0033341987 UTILITY REFUND	\$29.94
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Subtotal for Cost Center Water:	\$29.94
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Vendor Subtotal:	<hr/> \$29.94
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## SUMMIT ELECTRIC LLC.

8505 TRASH COMPACTOR SERVICE	\$72.96
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Subtotal for Cost Center Refuse Collection:	\$72.96
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Vendor Subtotal:	<hr/> \$72.96
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## SWI, LLC

7933.8 GATE REPAIR/ BATTERIES	\$665.50
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Subtotal for Cost Center Balefill:	\$665.50
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Vendor Subtotal:	<hr/> \$665.50
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## TOP OFFICE PRODUCTS

174325 MAY 2019 COPY CHARGE	\$139.00
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Subtotal for Cost Center Waste Water:	\$139.00
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# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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<b>Vendor Subtotal:</b>	<b>\$139.00</b>
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## TRAM SUPPORT, INC.

3825 NDT TESTING	\$265.30
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<b>Subtotal for Cost Center Hogadon:</b>	<b>\$265.30</b>
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<b>Vendor Subtotal:</b>	<b>\$265.30</b>
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## TRETO CONSTRUCTION LLC

MWAED05 RETAINAGE	-\$28,253.87
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<b>Subtotal for Cost Center Capital Projects - Engineering:</b>	<b>-\$28,253.87</b>
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MWAED05 #17-031 MIDWEST AVE - DAVID TO	\$4,950.00
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<b>Subtotal for Cost Center Parks:</b>	<b>\$4,950.00</b>
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MWAED05 #17-031 MIDWEST AVE - DAVID TO	\$1,000.00
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<b>Subtotal for Cost Center Sewer:</b>	<b>\$1,000.00</b>
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MWAED05 #17-031 MIDWEST AVE - DAVID TO	\$260,588.78
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<b>Subtotal for Cost Center Streets:</b>	<b>\$260,588.78</b>
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MWAED05 #17-031 MIDWEST AVE - DAVID TO	\$16,000.00
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<b>Subtotal for Cost Center Water:</b>	<b>\$16,000.00</b>
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<b>Vendor Subtotal:</b>	<b>\$254,284.91</b>
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## TWEED'S WHOLESALE

374621 CUSTODIAL SUPPLIES	\$1,386.36
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<b>Subtotal for Cost Center Recreation:</b>	<b>\$1,386.36</b>
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<b>Vendor Subtotal:</b>	<b>\$1,386.36</b>
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## UNIFORMS 2 GEAR

1731 CREDIT STINGER LED	-\$382.23
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92858 UNIFORMS	\$10,151.13
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<b>Subtotal for Cost Center Police:</b>	<b>\$9,768.90</b>
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<b>Vendor Subtotal:</b>	<b>\$9,768.90</b>
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## UNIVERSITY OF WY.

RIN0029690 UPS INBOUND CHARGE	\$6.26
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<b>Subtotal for Cost Center Police:</b>	<b>\$6.26</b>
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# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

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<b>Vendor Subtotal:</b>	<b>\$6.26</b>
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## URGENT CARE OF CASPER LLC.

6356 LEGAL/MEDICAL	\$27.00
6429 MEDICAL/LEGAL	\$125.00
<b>Subtotal for Cost Center Police:</b>	<b>\$152.00</b>

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<b>Vendor Subtotal:</b>	<b>\$152.00</b>
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## VISION SVC. PLAN

806962194 JUNE 2019 BENEFITS PAYABLE	\$1,093.60
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$1,093.60</b>

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<b>Vendor Subtotal:</b>	<b>\$1,093.60</b>
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## WARDWELL WATER & SEWER DISTRICT

RIN0029658 BOOSTER IRRIGATION	\$14.32
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$14.32</b>

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<b>Vendor Subtotal:</b>	<b>\$14.32</b>
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## WENCK ASSOCIATES INC

11903433 #18-088 SOLID WASTE 10-YEAR	\$2,262.23
<b>Subtotal for Cost Center Balefill:</b>	<b>\$2,262.23</b>

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<b>Vendor Subtotal:</b>	<b>\$2,262.23</b>
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## WEST PLAINS ENGINEERING, INC.

BC17009-001004 COMPOST EQUIPMENT BLDG HEATING	\$352.50
<b>Subtotal for Cost Center Balefill:</b>	<b>\$352.50</b>

BC18019-001004 #18-095 HOGADON WWTP GENERATOR	\$400.00
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$400.00</b>

BC19021-001001 #19-014 CEC ARENA FLOOR LIGHTI	\$1,250.00
<b>Subtotal for Cost Center Perpetual Care:</b>	<b>\$1,250.00</b>

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<b>Vendor Subtotal:</b>	<b>\$2,002.50</b>
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## WESTERN STATES FIRE PROTECTION

DG1719R LIFE STEPS RETAINAGE	\$13,344.05
<b>Subtotal for Cost Center CDBG:</b>	<b>\$13,344.05</b>

# Bills & Claims

City of Casper

06/19/2019 to 07/02/2019

PROTECTION

<b>Vendor Subtotal:</b>	<b>\$13,344.05</b>
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## WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0029694 MAY 2019 RETAIL SEWER REVENUE	\$3,398.00
RIN0029694 ADMIN FEE 10%	-\$339.80

<b>Subtotal for Cost Center Sewer:</b>	<b>\$3,058.20</b>
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RIN0029694 APRIL 19 SEWER PAYMENT	-\$1,550.16
<b>Subtotal for Cost Center Waste Water:</b>	<b>-\$1,550.16</b>

<b>Vendor Subtotal:</b>	<b>\$1,508.04</b>
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## WILLIAM AHRNDT

RIN0029659 CLOTHING ALLOWANCE	\$100.00
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<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$100.00</b>
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<b>Vendor Subtotal:</b>	<b>\$100.00</b>
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## WILLIAM O BOHMAN JR.

RIN0029652 TUITION REIMBURSEMENT	\$427.15
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<b>Subtotal for Cost Center Fire:</b>	<b>\$427.15</b>
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<b>Vendor Subtotal:</b>	<b>\$427.15</b>
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## WLC ENGINEERING - SURVEYING - PLANNING

2019-10368 #16-051 HIGHLAND PARK CEMETER	\$10,042.80
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<b>Subtotal for Cost Center Cemetery:</b>	<b>\$10,042.80</b>
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2019-10418 CODE ENFRMNT SRVY ARROWHEAD R	\$1,134.50
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<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$1,134.50</b>
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2019-10378 WEST CASPER ZONE II WATER SYST	\$2,597.15
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2019-10378 WEST CASPER ZONE II WATER SYST	\$1,279.20
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<b>Subtotal for Cost Center Water:</b>	<b>\$3,876.35</b>
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<b>Vendor Subtotal:</b>	<b>\$15,053.65</b>
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## WY. DEPT. OF TRANSPORTATION

0000109704 P6 CITATION	\$117.79
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<b>Subtotal for Cost Center Police:</b>	<b>\$117.79</b>
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<b>Vendor Subtotal:</b>	<b>\$117.79</b>
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# Bills & Claims

06/19/2019 to 07/02/2019

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WYOMING POWER WASH, INC.	22037 BLAST/PAINT FLIGHTS	\$1,301.32
	Subtotal for Cost Center Waste Water:	\$1,301.32
	Vendor Subtotal:	<div></div> \$1,301.32
Grand Total		<div></div> \$2,942,765.20

Approved By

On

CITY of CASPER, WYOMING  
BILLS and CLAIMS ADDENDUM  
Council Meeting  
07/02/19

**Payroll Disbursements**

6/27/19	CITY PAYROLL	\$	1,170,060.39
6/27/19	BENEFITS & DEDUCTIONS	\$	203,183.80
	FIRE PAYROLL	\$	171,479.08
	BENEFITS & DEDUCTIONS	\$	27,977.13

<b>Total Payroll</b>	<b>\$</b>	<b><u>1,572,700.40</u></b>
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**Additional Fees**


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

6/13/19	Prewrits: Utility Refunds, Reimbursements, Background checks		
	Bennett, Bryron		45.11
	Frederick, Kyle		8.10
	Kim, Anje		221.99
	Metro Animal Control		22,064.46
	Natrona County Clerk		261.00
	Smith, Eric/Jami		19.90
	State of Wy - DCI		90.00
	State of Wy - Dept. of Revenue		1,152.33
	Van Horn, Diane		51.14
			<u>23,914.03</u>
6/10/2019	Global Spectrum - Moe Bandy		5,121.36
	Global Spectrum - Joe Expo		4,211.00
6/12/19	Additional P-card payment to make BOA minimum payment		30,676.57
6/13/19	Additional P-card payment to make BOA minimum payment		103,411.97
6/13/19	Global Spectrum - HS State Track Meet		23,404.00
7/2/2019	Tyler Software		5,300.00

<b>Total Additional AP</b>	<b>\$</b>	<b><u>196,038.93</u></b>
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June 24, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: John Henley, City Attorney   
Wallace Trembath, Deputy City Attorney W.T.

SUBJECT: An Ordinance Amending Section 17.12.124 of the Casper Municipal Code  
Pertaining to Wireless Communication Facilities

Meeting Type & Date

Regular Council Meeting on July 2, 2019

Action type

Ordinance

Recommendation

That Council, by ordinance approve an ordinance amending Section 17.12.124 of the Casper Municipal Code pertaining to wireless communication facilities.

Summary

Last year Council passed Ordinance Numbers 2-18 and 7-18 pertaining to wireless communication facilities, which were codified in Section 17.12.124 of the Casper Municipal Code. On September 27, 2018, the FCC released a *Declaratory Ruling and Third Report and Order* (“Order”) that limited state and local management of wireless communication facilities and imposed other timeline requirements on cities. The FCC continues to make new rules and regulations that tighten timelines for approval.

Section 17.12.124 of the Casper Municipal Code needs to be updated to reflect the FCC’s changes, and to assist City staff with meeting FCC-imposed timeliness. The City of Casper Planning and Zoning Commission reviewed the proposed changes at its June 20, 2019, meeting, and recommended approval.

Financial Considerations

None

Oversight/Project Responsibility

Not Applicable

Attachments

An ordinance amending Section 17.12.124 of the Casper Municipal Code



## ORDINANCE NO. 21-19

### AN ORDINANCE AMENDING SECTION 17.12.124 OF THE CASPER MUNICIPAL CODE PERTAINING TO WIRELESS COMMUNICATION FACILITIES.

WHEREAS, on March 20, 2018, Council passed Ordinance No. 2-18 pertaining to wireless communication facilities, which was codified as Section 17.12.124 of the Casper Municipal Code; and,

WHEREAS, on July 3, 2018, Council passed Ordinance No. 7-18 pertaining to wireless communication facilities, which implemented recommendations from the Planning and Zoning Commission; and,

WHEREAS, on September 27, 2018, the FCC released a *Declaratory Ruling and Third Report and Order* ("Order") that limited state and local management of wireless communication facilities and imposed other timeline requirements on cities; and,

WHEREAS, the FCC continues to promulgate new rules and regulations that tighten timelines for approval; and,

WHEREAS, Section 17.12.124 of the Casper Municipal Code needs to be updated to reflect the FCC's changes, and to assist City staff with meeting FCC-imposed timeliness; and,

WHEREAS, the City of Casper Planning and Zoning Commission reviewed the proposed changes at its June 20, 2019, meeting, and recommends approval.

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

#### Section 1:

The definition of "Distributed antenna system" under Section B is changed as follows:

"Distributed antenna system" or "DAS" means a network consisting of transceiver equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.

#### Section 2:

That the definition of "Macrocell" under Section B is changed as follows:

"Macro cell" means an antenna or antennas mounted on or in a tower, ground-based mast, rooftops and other or structures, at a height that provides a clear view over coverage to the surrounding buildings and terrain area.

#### Section 3:

That the definition of "Small cells" under Section B is changed as follows:

"Small cells" and "small wireless facilities" mean compact wireless equipment that contain their own transceiver equipment and function like cells in a wireless network but provide a smaller coverage area than traditional ~~macrocells~~ macro cells and also add additional capacity and meet the following criteria: (1) the facilities -- (i) are mounted on structures fifty feet or less in height including their antennas, or (ii) are mounted on structures no more than ten percent taller than other adjacent structures, or (iii) do not extend existing structures on which they are located to a height of more than fifty feet or by more than ten percent, whichever is greater; (2) each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume; (3) all other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than twenty-eight cubic feet in volume; (4) the facilities do not require antenna structure registration under federal law; (5) the facilities are not located on Tribal land as defined under federal law; and (6) the facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified under federal law.

#### Section 4:

The definition of "Stealth design" under Section B is changed as follows:

"Stealth design" means technology a design that minimizes the visual impact of wireless communication facilities by camouflaging, disguising, screening or blending into the surrounding environment. Examples of stealth design include but are not limited to facilities disguised as trees (monopines), flagpoles, utility and light poles, bell towers, clock towers, ball field lights and architecturally screened roof-mounted antennas.

#### Section 5:

Under Section B, Subsection (1), the definition of "Substantial Change" is hereby changed as follows:

- (1) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than ten percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than ten percent or more than ten feet, whichever is greater. Changes in height shall be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the original tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act (47 U.S.C. Section 1455(a));

Section 6:

The definition of "Transmission equipment" under Section B is changed as follows:

"Transmission equipment" means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supplies. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Section 7:

The definition of "Wireless Communication Facilities" under Section B is changed as follows:

"Wireless Communication Facilities" or "WCF" means a ~~staffed or~~ an unstaffed facility ~~or location~~ or equipment for the transmission or reception of radio frequency (RF) signals or other wireless communications or other signals for commercial communications purposes, typically consisting of one or more antennas or group of antennas, a tower or attachment support structure, transmission cables and other transmission equipment, and an equipment enclosure or cabinets, and including small ~~cell technologies~~ wireless facilities.

Section 8:

Section D. 4. is changed to read as follows:

4. All non-pre-engineered and non-prefabricated towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, including the substructure, shall be ~~designed~~ approved by a licensed professional engineer, registered in the state.

Section 9:

Section E. 1. is changed to read as follows:

1. Distributed antenna systems and small cells are allowed in all zones by right (unless they involve the installation of a pole ~~or tower~~ or building that exceeds the height limitation of the underlying zoning district) and except for the FC or OYD zones, as long as all other requirements of the zoning district are met along with stealth requirements, regardless of the siting preferences listed in subsection I herein, provided the applicant also complies with all federal laws (such as the Americans with Disabilities Act) and state laws and requirements.



Section 10:

Section E. 2. is changed to read as follows:

2. Distributed antenna systems and small cells in all zones are subject to approval by administrative review unless their installation requires the construction of a new pole ~~or tower or building that exceeds the height limitation of the underlying zoning district~~. A conditional use permit shall not be required for stealth replacement utility support structures, so long as they are substantially similar in height and design.

Section 11:

Section F. 1. is changed to read as follows:

1. Inventory of Existing Sites. Each applicant for a ~~macro cell macrocell~~ tower shall provide to the community development department an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the city or within one-half mile of the border thereof, including specific information about the location, height, and design of each tower or antenna. The community development department may share such information with other applicants applying for administrative approvals or conditional use permits under this section or other organizations seeking to locate antennas within the jurisdiction of the city; provided, however, that the city is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

Section 12:

Section F. 2. is changed to read as follows:

2. Color. The antenna array shall be placed and colored to blend into the architectural detail and coloring of the host structure. ~~Support~~ Towers shall be painted a color that best allows ~~it them~~ to blend into the surroundings. The use of grays, blues, greens, dark bronze, browns or other site specific colors may be appropriate; however, each case will be evaluated individually.

Section 13:

Section F. 7. is changed to read as follows:

7. Notice. For purposes of this section, any ~~approval by administrative review~~, conditional use permit or appeal of a conditional use shall require notice as required by this Code.

Section 14:

Section F. 15. is changed to read as follows:

15. Accessory Equipment. In residential zones, all accessory equipment located at the base of a WCF shall be located or placed (at the applicant's choice) in an existing building, underground, or in an equipment ~~shelter cabinet~~ that is (a) designed to blend in with existing surroundings, using architecturally compatible construction

and colors; and (b) be located so as to be unobtrusive as possible consistent with the proper functioning of the WCF.

Section 15:

Section F. 17 e. i. is changed to read as follows:

- i. Equipment shelters and cabinets and other on the ground ancillary equipment (outside of the public right-of-way) shall be screened with landscaping as required for the zone in which they are located or with another design acceptable to the community development department. Alternatively, where technically feasible, the applicant shall incorporate the cabinet and other equipment into the base of a new pole (for example, for a small cell) provided there is adequate space in the right-of-way and that ADA sidewalk accessibility requirements can be met. All provisions of the ADA, including, but not limited to, clear space requirements, shall be met by the applicant.

Section 16:

Section F. 17 e. ii. is changed to read as follows:

- ii. The ground level view of macro cell towers shall be mitigated by additional landscaping provisions as established through the conditional use permit process. The use of large trees from the approved urban forestry list of recommended species or native conifers is required at the spacing specified for the specific trees chosen. Alternatively, a landscaping plan may be submitted with the conditional use permit and, if approved, shall take precedence over the foregoing requirement.

Section 17:

Section F. 17. e. iii. is changed to read as follows:

- iii. A site-obscuring fence (for example, solid or slatted wood, faux wood, vinyl, masonry or a combination thereof) no less than six feet in height from the finished grade shall be constructed around each macro cell tower and around related support or guy anchors. Access shall only be through a locked gate. Any fence shall comply with the other design guidelines of this code.

Section 18:

Sections F. 20. is changed to read as follows:

20. Sites and Application Appointments. Each application may include up to ten sites in the city. An in-person appointment with city staff is required encouraged at the outset of the process for an application for multiple sites.

Section 19:

Sections G.'s title is changed to read as follows:

Sharing of ~~Support~~ Towers and Collocation of Facilities.

Section 20:

Section G. 1. is changed to read as follows:

1. It is the policy of the city to minimize the number of ~~macrocell~~ ~~macro cell~~ and wireless communication ~~support~~ towers and to encourage the collocation of antenna arrays of more than one wireless communication service provider on a single ~~support~~ tower, provided that additional Building Code regulations may apply.

Section 21:

Section G. 2. is changed to read as follows:

2. No new ~~macrocell~~ ~~macro cell~~ wireless communication ~~support~~ tower may be constructed within one-half mile of an existing ~~macrocell~~ ~~macro cell~~ ~~support~~ tower, unless it can be demonstrated to the satisfaction of the community development director or the designee thereof that the existing ~~macrocell~~ ~~macro cell~~ ~~support~~ tower is not available or feasible for collocation of an additional wireless communication facility, or that its specific location does not satisfy the operational requirements of the applicant. Factors to be considered by the community development director or the designee thereof in determining whether applicant has made this demonstration include those listed below in subsection 4.

Section 22:

Section G. 3. is changed to read as follows:

3. The shared use of towers is encouraged. Applications for ~~macrocells~~ ~~macro cells~~ and towers which will, immediately upon completion, operate with more than one user may reduce setback requirements from adjacent nonresidential property. The setback from adjacent nonresidential property may be reduced by twenty-five percent when two users enter into a binding agreement prior to the issuance of the building permit. The setback from adjacent nonresidential property may be reduced by up to fifty percent when three or more users enter into a binding agreement prior to the issuance of the building permit. A binding agreement for the purposes of this subsection is one signed by all parties using the tower and by the affected landowners. This signed agreement will commit the users to occupy the tower immediately upon its completion. Notwithstanding the foregoing, fall zones shall be at least one foot for every foot of tower height subject to the breakpoint provisions herein.



Section 23:

Section G. 4. is changed to read as follows:

4. Factors Considered in Granting Conditional Use Permits for ~~Macrocells~~ Macro cell Towers. In addition to any standards for consideration of conditional use permit applications pursuant to this Code, the applicant must provide wet stamped plans for ~~macrocell~~ macro cell towers, and the planning and zoning commission or city council (as appropriate under Section 17.12.240(C)) shall consider the following factors in determining whether to issue a conditional use permit.

Section 24:

Section G. 4. b. is changed to read as follows:

- b. Proximity of the ~~macrocell~~ macro cell tower to residential structures and residential district boundaries.

Section 25:

Section G. 4. j. is changed to read as follows:

- j. ~~A determination by the FCC that~~ the applicant's proposed antennas would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.

Section 26:

Section G. 5. is changed to read as follows:

5. Site Plan. In districts where towers are allowed, applicants are required to submit and be granted an approval for a site plan before a building permit will be issued. The standards set forth in the tower regulations summary of this section will be used to determine tower requirements and whether approval shall be granted or denied. Towers of one hundred ~~twenty-one thirty~~ feet or more require that site plan approval be granted by ~~the city council, following recommendation from~~ the planning and zoning commission. ~~Both the city council and~~ The planning and zoning commission may consider reductions to the setback requirements for such towers as a part of the site plan approval.

Section 27:

Section G. 6. is changed to read as follows:

6. All towers that provide commercial wireless ~~telecommunication~~ service are required to submit a site plan to the city for approval. In addition to the standard site plan requirements (listed in this Title 17), the following information must be supplied with the site plan or building permit application:

**Section 28:**

Section G. 6. g. is changed to read as follows:

- g. Site plans must show the locations for at least two equipment buildings or cabinets, even if the tower is proposed for a single user;

**Section 29:**

Section G. 6. h. is changed to read as follows:

- h. For macro cell towers that are fifty feet or greater in height above the ground, a visual study depicting the zone within a three-mile radius, where any portion of the proposed tower could be seen (scaled vicinity maps);

**Section 30:**

Section G. 7. is changed to read as follows:

7. Placement Provisions—Towers. Towers shall be located only in those areas described in Table 1, provided that macro cell towers that are proposed to be located in a residential zone or within two hundred feet of a residential zone or in the downtown area shall be subject to the siting priorities set forth for preferred macro cell tower locations in subsection I.

**Section 31:**

That Table 1 (Tower Regulations Summary) and the abbreviation definitions immediately following Section 17.12.124, Section 8 (g) are hereby replaced with the following:

**TABLE 1  
TOWER REGULATIONS SUMMARY**

Zone	Permitted Height	Plan Com Approval	CC Approval	On Top of Buildings
R1-R6	50'	<u>CUPNA</u>	NA	NP
PH	<u>130'</u>	<u>Greater than 130' 51' 120'</u>	<u>121' and NA</u>	10 percent of building ht.
<u>RPUD</u>	In accordance with PUD Guidelines	In accordance with PUD Guidelines	NA	10 percent of building ht.
<u>CPUD</u>	<u>50'</u>	<u>51' 100'</u>	<u>NA</u>	<u>10 percent of building ht.</u>
C1	50'	51-100'	NA	10 percent of building ht.



C2	<del>50'</del> 130'	Greater than <del>130' 51'-</del> 100'	NA	10 percent of building ht.
C3	<del>50'</del> 130'	Greater than <del>130' 51'-</del> 120'	NA	10 percent of building ht.
C4	<del>50'</del> 130'	Greater than <del>130' 51'-</del> 120'	NA	10 percent of building ht.
M1	400' 130'	Greater than <del>130' 101'-</del> 120'	<del>121'</del> NA	10 percent of building ht.
M2	400' 130'	Greater than <del>130' 101'-</del> 120'	<del>121'</del> NA	10 percent of building ht.
AG	50' 130'	Greater than 130'	NA	10 percent of building ht.
FC	NP	NP	NP	NP
ED	<del>50'</del> 130'	<del>51'-150'-</del> Greater than 130'	NA	10 percent of building ht.
HM	50'	NA	N/A	10 PERCENT OF BUILDIG HT.
OB	50'	NA	N/A	10 PERCENT OF BUILDIG HT.
OLD YELLOWSTONE DISTRICT	SEE CASPER MUNICIPAL CODE ("CMC") SECTION 17.94.030 A. (25)	SEE CMC CHAPTER 17.94	SEE CASPER MUNICIPAL CODE CHAPTER 17.94	NP: SEE CASPER MUNICIPAL CODE CHAPTER 17.94

Deleted: CUP

Deleted: CUP

NP = Not permitted (prohibited)

NA = Not applicable

RPUD = Residential PUD

CPUD = Commercial PUD

PERMITTED HEIGHT = Permitted with site plan approval from the community development director.

PLAN COM APPROVAL = Permitted with site plan approval from the Planning and Zoning Commission.

CC APPROVAL = Permitted with site plan approval from the Planning and Zoning Commission and the City Council.

DRAFT

Section 32:

That Section G, 8, is changed to read as follows:

8. Macro cell towers used for the purpose of providing commercial wireless telecommunication services are permitted uses in all districts, except in the downtown area (OYDSPC), FC districts, residential districts (R1-R6), planned unit developments (PUD), and the agricultural district (AG). However, a conditional use permit may be granted for Small cells providing commercial wireless telecommunication services in residential districts (R1-R6), planned unit developments (PUD), and the agricultural district (AG) are permitted uses if the pole or tower does not exceed the height limitation of the underlying zoning district. Additionally, towers which are placed on buildings must conform to the other requirements of this section.

Section 33:

That Section H. 4, is changed to read as follows:

4. All equipment shelters, cabinets, or other on the ground ancillary equipment shall meet the setback requirements of the zone in which they are located.

Section 34:

That Section I, is changed to read as follows:

- I. Preferred Macro cell Tower Locations. All new macro cell towers proposed to be located in a residential zone or within two hundred feet of a residential zone or in the downtown area are permitted only after application of the following siting priorities, ordered from most-preferred (1) to least-preferred (7):
1. City-owned or operated property and facilities not in the downtown or residential zones and not including right-of-way;
  2. Industrial zones;
  3. Commercial zones;
  4. Other non-residential zones;
  5. City rights-of-way in residential zones;
  6. Parcels of land in residential zones;
  7. Designated historic structures, downtown and neighborhoods with additional protection.

The applicant for a macro cell tower located in a residential zone or within two hundred feet of a residential zone or in the downtown area shall address these preferences in an alternative sites analysis prepared pursuant to subsection J below.

Section 35:

That Section J. 1. a. is changed to read as follows:

- a. For macro cell towers in a residential zone or within two hundred feet of a residential zone or in the downtown area, the applicant must address the city's preferred macro cell tower locations with a detailed explanation justifying why a site of higher priority was not selected. The city's macro cell tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three higher ranked, alternative sites considered that are in the geographic range of the service objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate.

Section 36:

That Section J. 1. c. is changed to read as follows:

- c. For purposes of disqualifying potential collocations or alternative sites for the failure to meet the applicant's service coverage or capacity objectives, the applicant will provide: (a) a description of its objective, whether it be to address a deficiency in coverage or capacity; (b) detailed maps or other exhibits with clear and concise RF data to illustrate that the objective is not met using the alternative (whether it be collocation or a more preferred location); and (c) a description of why the alternative (collocation or a more preferred location) does not meet the objective.

Section 37:

That Section J. 3. e. i. is changed to read as follows:

- e. **Additional Information Required.** Applicants for a conditional use permit for a macrocell tower shall also submit the following information:

Section 38:

That Section J. 3. e. vii. is changed to read as follows:

- vii. Identification of the entities providing the backhaul network for the tower(s) described in the application and other cellular sites owned or operated by the applicant in the municipality city.

Section 39:

That Section J. 5. c. is changed to read as follows:

- c. An initial payment of a registration fee (for other than small wireless facilities) which shall be in addition to any other fee paid by the owner or operator of the tower or facility, for all towers or facilities located within the city, shall be required and shall be submitted to the community development department at the



time of submission of the documentation, as required in 5.1.a. and 2.b. of this subsection.

Section 40:

That Section K. 4. c. i., ii. and iii. are changed to read as follows:

- c. The applicant demonstrates the following:
  - i. A significant gap in the coverage, capacity, or technologies of the service network exists such that users are regularly unable to connect to the service network, or are regularly unable to maintain a connection, or are unable to achieve reliable wireless coverage within a building. The development standard materially limits or inhibits the ability of the applicant to compete in a fair and balanced legal and regulatory environment;
  - ii. The gap situation can only be filled addressed through an exception to one or more of the standards in this section; and
  - iii. The exception is narrowly tailored to fill the service gap such that the wireless communication facility conforms to this section's standards to the greatest extent possible.

Section 41:

That Section K. 4. d. is deleted in its entirety.

d. For a new tower proposed to be located in a residential zone or within two hundred feet of a residential zone or in the downtown area, unless the proposal qualifies as a preferred location on city owned or operated property or facilities, the applicant must also demonstrate that the manner in which it proposes to fill the significant gap in coverage, capacity, or technologies of the service network is the least intrusive on the values that this section seeks to protect.

Section 42:

That Section L. is changed to read as follows:

- L. Removal of Abandoned Towers. Towers which are not used for a period of six months or more shall be removed by the owner within ninety days from the date of written notification by the city. To assure the removal of towers, which have not been maintained or have been abandoned, a performance bond, cash, letter of credit, or other approved security shall be submitted for each tower. The amount of the bond, cash, letter of credit, or other approved security shall be based on an estimate provided by a contractor licensed in the state, who shall estimate the cost of removing the tower. This estimation shall be provided in writing and submitted with the application. There will be a ten percent contingency fee added to the contractor's estimate. In the event the owner shall fail to remove any tower which has not been maintained or has been

abandoned, as provided in this subsection, the city shall have the right to enter the premises and remove such tower without further notice to owner, in which event, all removal costs shall be charged against the bond or security and the owner until satisfied.

Section 43:

That Section O. is changed to read as follows:

- O. Independent ~~Consultant and RF~~ Legal and Technical Review. Although the city intends for city staff to review applications to the extent feasible, the city may retain the services of an independent ~~consultant and RF expert~~ attorney and technical expert of its choice to provide evaluation of permit applications for WCFs, when they are subject to conditional use permits or administrative review. The ~~third party expert~~ consultant shall have recognized training in the field of ~~telecommunications or radio frequency engineering wireless communication facilities~~. The ~~consultant's and RF expert's~~ consultants' review may include, but is not limited to: (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and, (d) whether the proposed WCF complies with the applicable approval criteria set forth in this section. The applicant shall pay the cost for any independent consultant fees through a deposit, estimated by the city, within ten days of the city's request. When the city requests such payment, the application shall be deemed incomplete for purposes of application processing timelines until the deposit is received. In the event that such costs and fees do not exceed the deposit amount, the city shall refund any unused portion within thirty days after the final permit is released or, if no final permit is released, within thirty days after the city receives a written request from the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the city within thirty days and before the permit is issued.

Section 44:

That Section R. is changed to read as follows:

- R. Indemnification. Each permit issued for a WCF located on city property shall be deemed to have as a condition of the permit a requirement that the applicant, ~~wireless infrastructure provider and wireless service provider~~ defend, indemnify and hold harmless the city and its council, officers, agents, employees, volunteers, and contractors from any and all liability, damages, or charges (including attorneys' fees and expenses) arising out of claims, suits, demands, ~~actions~~ or causes of action as a result of the permit process, a granted permit, construction, erection, location, performance, operation, maintenance, repair, installation, replacement, removal, or restoration of the WCF.

Section 45:

That Section S. I. is changed to read as follows:



S. Eligible Facilities Request.

1. Purpose. This section implements Section 6409(a) of the Spectrum Act (47 U.S.C. Section 1455(a)), as interpreted by the FCC in its Report and Order No. 14-153 and [regulated by 47 C.F.R. § 1.40001 Declaratory Ruling and Third Report and Order released September 27, 2018](#), which require a state or local government to approve any eligible facilities request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station.

Section 46:

That Section S. 2. b. is changed to read as follows:

- b. Review. Upon receipt of an application for an eligible facilities request pursuant to this subsection, the community development director or the designee thereof, shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

Section 47:

That Section S. 2. c. is changed to read as follows:

- c. Timeframe for Review. Within sixty days of the date on which an applicant submits an application seeking approval of an eligible facilities request under this subsection, the city shall review and act upon the application, subject to the tolling provisions below.

Section 48:

That Section S. 2. d. is changed to read as follows:

- d. Tolling of the Timeframe for Review. The sixty-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines that the application is incomplete. [The timeframe for review is not tolled by a moratorium on the review of applications.](#)

Section 49:

That Section S. 2. d. iii. is changed to read as follows:

- iii. Following a supplemental submission, the city will have ten days to notify the applicant if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

Section 50:

That Section S. 2. e. is changed to read as follows:

- e. Failure to Act. In the event the city fails to approve or deny a complete application under this subsection within the timeframe for review (accounting for any tolling), the request shall be deemed granted provided the applicant notifies the city in writing after the review period has expired. ~~Provided~~. However, the request is still subject to ~~sub~~Section ~~XZ~~ (Standard Conditions of Approval).

Section 51:

That Section S. 2. f. is added as follows:

- f. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

Section 52:

That Section S. 3. is changed as follows:

3. Compliance Obligations ~~Due To~~ After Invalidity. In the event that any court of competent jurisdiction invalidates all or any portion of Section 6409(a) or any FCC rule that interprets Section 6409(a) such that federal law would not mandate approval for any Section 6409(a) approval(s), such approval(s) shall automatically expire one year from the effective date of the judicial order, unless the decision would not authorize accelerated termination of previously approved Section 6409(a) approvals or the City grants an extension upon written request from the permittee that shows good cause for the extension, which includes without limitation extreme financial hardship. Notwithstanding anything in the previous sentence to the contrary, the city may not grant a permanent exemption or indefinite extension. A permittee shall not be required to remove its improvements approved under the invalidated Section 6409(a) approval when it has obtained the applicable permit(s) or submitted an application for such permit(s) before the one-year period ends.

Section 53:

That Section S. 4. is changed as follows:

4. City's Standing Reserved. The city's grant or grant by operation of law of a Section 6409(a) approval does not waive, and shall not be construed to waive, any standing by the city to challenge Section 6409(a), any FCC rules that interpret Section 6409(a) or any Section 6409(a) approval.



Section 54:

That Sections T. through X. are deleted in their entirety and replaced with Sections T. through AA. as follows:

T. Small Wireless Facilities - Collocation on Existing Structures.

1. Purpose. This section implements a shot clock that is contained in the FCC's Declaratory Ruling and Third Report and Order released September 27, 2018, regarding the collocation of small wireless facilities on existing structures.

2. Application Review.

- a. Application: The city shall prepare and make publicly available an application form, which form shall be used by the applicant.
- b. Review: Upon submission of an application for collocation of small wireless facilities on an existing structure pursuant to this section, the city shall, within sixty days (subject to resetting of the shot clock and the tolling provisions set forth below), review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.
- c. Tolling of the Timeframe for Review: The sixty-day review period begins to run when the application is filed. The city shall notify the applicant within ten days as to whether the application is incomplete. Upon resubmission by the applicant, a new sixty-day shot clock commences, and the city has ten days to notify the applicant again of an incomplete application. The shot clock may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines upon a resubmission that the application is incomplete.
  - i. The timeframe is tolled in the case of subsequent notices pursuant to the procedures identified in this section. Subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
- d. Failure to Act: In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for resetting the shot clock once or any tolling), the applicant may pursue judicial relief.
- e. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

U. Small Wireless Facilities - New Construction (New Builds).

1. Purpose. This section implements a shot clock that is contained in the FCC's Declaratory Ruling and Third Report and Order released September 27, 2018, regarding the construction of small wireless facilities on a new structure.

2. Application Review.

- a. Application: The city shall prepare and make publicly available an application form, which form shall be used by the applicant.
- b. Review: Upon submission of an application for the construction of small wireless facilities on a new structure pursuant to this section, the city shall, within ninety days (subject to resetting of the shot clock and the tolling provisions set forth below), review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.
- c. Tolling of the Timeframe for Review: The ninety-day review period begins to run when the application is filed. The city shall notify the applicant within ten days as to whether the application is incomplete. Upon resubmission by the applicant, a new ninety-day shot clock commences, and the city has ten days to notify the applicant again of an incomplete application. The shot clock may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines upon a resubmission that the application is incomplete.
  - i. The timeframe is tolled in the case of subsequent notices pursuant to the procedures identified in this section. Subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
- d. Failure to Act: In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for resetting the shot clock once or any tolling), the applicant may pursue judicial relief.
- e. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

V. Collocation Applications for other than Small Wireless Facilities.

- 1. Purpose. This section implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153 and Declaratory Ruling and Third Report and Order released September 27, 2018.
- 2. Application Review.
  - a. Application. The city shall prepare and make publicly available an application form.
  - b. Review. Upon receipt of an application for a collocation request pursuant to this section, the city shall review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.
  - c. Timeframe for Review. Within ninety days of the date on which an applicant submits an application seeking approval of a collocation request under this



section, the city shall review and act upon the application, subject to the tolling provisions below.

d. Tolling of the Timeframe for Review. The ninety-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines that the application is incomplete.

i. To toll the timeframe for incompleteness, the city must provide written notice to the applicant within thirty days of receipt of the application, specifically delineating all missing documents or information required in the application.

ii. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the city's notice of incompleteness.

iii. Following a supplemental submission, the city will notify the applicant within ten days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

e. Failure to Act. In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the applicant may pursue judicial relief.

f. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

#### W. New Site or Tower Applications.

1. Purpose. This Section also implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153 and Declaratory Ruling and Third Report and Order released September 27, 2018.

#### 2. Application Review.

a. Application. The city shall prepare and make publicly available an application form.

b. Review. Upon receipt of an application for a request for a new site or tower pursuant to this section, the city shall review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.

c. Timeframe for Review. Within one hundred fifty days of the date on which an applicant submits an application seeking approval of a request for a new site or tower under this section, the city shall review and act upon the application, subject to the tolling provisions below.

d. Tolling of the Timeframe for Review. The one hundred fifty-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines that the application is incomplete.

i. To toll the timeframe for incompleteness, the city must provide written notice to the applicant within thirty days of receipt of the application, specifically delineating all missing documents or information required in the application.

ii. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the city's notice of incompleteness.

iii. Following a supplemental submission, the city will notify the applicant within ten days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

e. Failure to Act. In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the applicant may pursue judicial relief.

f. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

X. Fees. In connection with the filing of an application, the applicant shall pay all applicable fees, according to a city resolution.

Y. Laws, Rules and Regulations. This section shall be subject to all applicable laws, rules and regulations.

Z. Standard Conditions of Approval.

1. Applicability. In addition to all other conditions adopted by the city, all permits, whether approved by the city or deemed approved by the operation of law, shall be automatically subject to the conditions in this section. The city shall have discretion to modify or amend these conditions on a case-by-case basis as may be necessary or appropriate under the circumstances to protect public health and safety or allow for the proper operation of the approved facility consistent with the goals of this section.

2. Permit Term. A permit will automatically expire one year and one day from its issuance if construction has not been completed. Any other permits or approvals issued in connection with any collocation, modification or other change to a wireless facility,

which includes, without limitation, any permits or other approvals deemed-granted or deemed-approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law.

AA. Severability. The various parts, sentences, paragraphs and clauses of this section are hereby declared to be severable. If any part, sentence, paragraph or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this section shall not be affected thereby.

PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_, 2019.

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_, 2019.

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_ day of \_\_\_\_, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor



ORDINANCE NO.13-19

AN ORDINANCE AMENDING SECTION 17.12.150 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO SITE PLANS

WHEREAS, the City Council of Casper, Wyoming, has determined that certain subsections of Section 17.12.150 are currently outdated and contradictory with other subsections of Section 17.12.150.

WHEREAS, the City Council wishes to make the code comprehensible and easy to comply with.

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

Section 1:

That paragraph D sub paragraph 1 of Section 17.12.150 of the Casper Municipal Code shall be amended to read as follows:

D. Site Plan Approval Criteria. A site plan shall be approved if the site plan is found to satisfy the standards of this title, including the following:

1. Be compatible with the goals and policies of all plans currently adopted by the council.

Section 2:

That paragraph H of Section 17.12.150 of the Casper Municipal Code shall be amended to read as follows:

H. City Council Review. Site plan applications for new multi-family developments, public buildings, commercial buildings, industrial buildings, or churches with a ground floor area in excess of forty-three thousand five hundred sixty square feet must be approved by both the planning and zoning commission and the council pursuant to the procedure below. If the ground floor of any addition to one of the above-listed developments, buildings or churches is in excess of forty-three thousand five hundred sixty square feet, it requires approval by both the planning and zoning commission and the council pursuant to the procedure below; otherwise, if the ground floor of the addition itself (not the resulting square footage of the building after constructing the addition) is forty-three thousand five hundred sixty square feet or less, only administrative approval is required.

Section 3:

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 4<sup>th</sup> day of June, 2019

PASSED on 2<sup>nd</sup> reading the 18<sup>th</sup> day of June 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_  
day of \_\_\_\_, 2019

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

ORDINANCE NO. 14-19

AN ORDINANCE AMENDING SECTIONS 17.52.100 AND  
17.52.110 OF THE CASPER MUNICIPAL CODE ABOUT PUD  
APPROVAL

WHEREAS, the City Council of Casper, Wyoming, has determined that Sections 17.52.100 and 17.52.110 of the Casper Municipal Code need to be amended to correct scrivener's errors and harmonize those Sections; and,

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

Section 1:

That the heading of Section 17.52.100 shall be changed to read as follows:

17.52.100 - Approval for PUD's from one to twenty residential units, and commercial and industrial PUD's from 20,000—43,560 square feet of building area.

Section 2:

That paragraph (A) of Section 17.52.100 of the Casper Municipal Code shall be amended to read as follows:

- A. The commission shall have authority to approve a site and development plan for an existing PUD of not more than twenty residential units, or commercial and industrial PUD's from twenty thousand square feet to forty-three thousand five hundred and sixty square feet in building area. The procedure for approval shall be as set forth in Section 17.52.110.

Section 3:

That paragraphs (A) and (B) of Section 17.52.110 of the Casper Municipal Code shall be amended to read as follows:

- A. Within ninety working days after submission of the required information has been made, the commission shall hold a public hearing for which public notice shall be given. At such meeting, all interested parties may present testimony and evidence pertinent to the proposed planned unit development. Within ten calendar days after the public hearing, the commission shall recommend approval, approval with contingencies, table, or deny the proposal and shall state the rationale of their decision in writing, and shall forward their decision to the council.
- B. A written notice of the date, time and place of the public hearing shall be mailed first class U.S. mail, or delivered to the applicant and all owners of private real estate within a three hundred foot radius of the perimeter of the property in question as shown on the review required information. The notice shall be mailed and delivered at least fifteen



calendar days prior to the hearing. Notice shall be published at least fifteen calendar days prior to the hearing, as required by law.

Section 4:

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 4<sup>th</sup> day of June, 2019

PASSED on 2<sup>nd</sup> reading the 18<sup>th</sup> day of June, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_ day of \_\_\_\_, 2019

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

ORDINANCE NO.15-19

AN ORDINANCE AMENDING SECTION 16.08.040 OF THE  
CASPER MUNICIPAL CODE TO HARMONIZE WITH  
WYOMING STATUTES § 15-1-501(a)(iii)

WHEREAS, the definition of a "subdivision" is defined differently in Wyoming  
Statutes § 15-1-501(a)(iii) and Casper Municipal Code Section 16.08.040; and,

WHEREAS, the City Council of Casper, Wyoming, has determined that Section  
16.08.040 of the Casper Municipal Code should be amended to harmonize with Wyoming Statutes  
§ 15-1-501(a)(iii); and,

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

Section 1:

That section 16.08.040 of the Casper Municipal Code shall be amended to read as follows:

"Subdivision" means the division of a tract of land or parcel of land into three or more parts for  
immediate or future sale or building development, or, if a street is involved, any division of land.  
The term includes resubdivision of land.

Section 2:

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 4<sup>th</sup> day of June, 2019

PASSED on 2<sup>nd</sup> reading the 18<sup>th</sup> day of June, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_ day  
of \_\_\_\_, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

ORDINANCE NO. 16-19

AN ORDINANCE AMENDING SECTION 9.48 OF THE CASPER  
MUNICIPAL CODE REGARDING CAMPING IN THE CITY LIMITS

WHEREAS, camping in the City at inappropriate locations has a deleterious effect on the health, welfare, sanitation, and safety of the City; and,

WHEREAS, the current Ordinance regulating camping in the City is in need of clarification.

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

That Chapter 9.48.010 of the Casper Municipal Code is hereby amended to read as follows:

9.48.010 Camping Restricted

A) "Camping" means staying overnight or otherwise taking up residence for any length of time in an open space, tent, vehicle, or other temporary, mobile, or portable shelter.

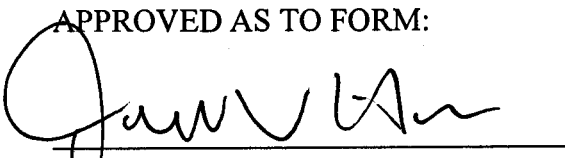
B) It is unlawful to camp on or in any public property in the City of Casper, unless permitted by any person or persons designated by the public entity which owns the public property or in a designated campground of the public entity.

PASSED on 1st reading the 4<sup>th</sup> day of June, 2019

PASSED on 2nd reading the 18<sup>th</sup> day of June, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_ day of \_\_\_\_, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

**ORDINANCE NO.17-19**

**AN ORDINANCE AMENDING CHAPTER 10 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO PARKING**

WHEREAS, the parking of trailers of various sizes on the streets of the City of Casper is a detriment to the health, welfare, and safety of the public; and,

WHEREAS, the exemption of small trailers from the definition of recreational vehicles should be eliminated.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 10 of the Casper Municipal Code defining recreational vehicles for purposes of parking regulation is hereby amended as follows:

Chapter 10.36.030 A (5)

A boat or trailer of any type.

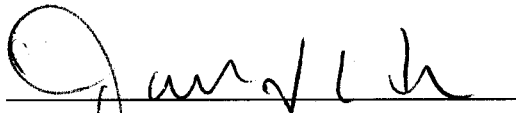
This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the 4<sup>th</sup> day of June, 2019

PASSED on 2nd reading the 18<sup>th</sup> day of June, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_ day of \_\_\_\_\_, 2019

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

ORDINANCE NO.18-19

AN ORDINANCE APPROVING THE FLEMING SUBDIVISION  
AGREEMENT AND THE FINAL PLAT OF FLEMING  
ADDITION

WHEREAS, an application has been made for final plat approval of Fleming Addition, creating a single lot (the "plat"); and,

WHEREAS, the plat consists of previously unplatted land located within a Portion of the NW1/4NE1/4, Section 3, T.33N., R.79W., 6<sup>th</sup> P.M.; and a vacation and replat of Lot 27, Keystone Addition; and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the plat upon third reading of this ordinance; and,

WHEREAS, the plat requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the request to plat the above referenced property; and,

WHEREAS, the governing body of the City of Casper finds that the above described plat and subdivision agreements should be approved.

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Fleming Addition Subdivision Agreement.

SECTION 2:

That the final plat of Fleming Addition is hereby approved under terms and conditions of the Fleming Addition Subdivision Agreement.

SECTION 3:

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 18<sup>th</sup> day of June, 2019.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

Walke Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

ORDINANCE NO.19-19

AN ORDINANCE APPROVING A ZONE CHANGE OF BLOCK 60, LOT 9, AND THE NORTH 20-FEET OF LOT 10; AND BLOCK 60, WEST ½ OF LOTS 10-12, EXCEPTING THE NORTH 20- FEET OF LOT 10, CASPER ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above-described lots from zoning classifications M-1 (Limited Industrial) and C-2 (General Business), to C-3 (Central Business); and,

WHEREAS, after a public hearing on April 18, 2019, 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:

Block 60, Lot 9, and the north 20-feet of Lot 10; and Block 60, west ½ of Lots 10-12, Excepting the north 20-feet of Lot 10, Casper Addition, located directly east of the new Rescue Mission, on lots currently addressed as 221 & 227 North Park Street, are hereby rezoned from zoning classifications M-1 (Limited Industrial) and C-2 (General Business) to C-3 (Central Business).

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 18<sup>th</sup> day of June, 2019.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the  
day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor



ORDINANCE NO.20-19

AN ORDINANCE AMENDING CHAPTER 10.36.031  
OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code regarding mobile vendor parking requires modification for special events or adjacent business contingencies.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Subparagraphs 10.36.031(D)(2)(b)(ii), (iv) and (v) of the Casper Municipal Code are hereby amended as follows:

10.36.031(D)(2)(b):

ii. No MVPP may be issued to one applicant for more than two (2) consecutive days on the same block face, without City Council approval; City Council approval may be considered for special events or extenuating circumstances of the requesting adjacent business for a maximum of five (5) consecutive days and to be granted to a business a maximum of two (2) times in any calendar year.

iv. Hours: Monday—Friday: Hours of set up and operation are limited for a DOY location to a start time of 3:00 p.m. until 3:00 a.m. the following morning, unless City Council approval is granted for extended hours, which may be considered by the City Council for special events or due to extraordinary circumstances of the adjacent business owner.

v. Hours: Saturdays—Sundays the hours of parking/operation for a MVPP begins at 1:00 p.m. and expires at 3:00 a.m. the following morning, unless City Council approval is granted for extended hours, which may be considered by the City Council for special events or due to extraordinary circumstances of the adjacent business owner.

This Ordinance shall be effective \_\_\_\_\_, 2019.

PASSED on 1<sup>st</sup> reading the 18<sup>th</sup> day of June, 2019

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_ day of \_\_\_\_\_, 2019.

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APPROVED AS TO FORM:


ATTEST:


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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Charles Powell  
Mayor

May 21, 2015

MEMO TO: J. Carter Napier, City Manager 

FROM: Fleur Tremel, Assistant to the City Manager 

SUBJECT: Resolutions Approving Contracts with the Individual Organizations for use of the Optional 1% #16 Sales Tax Special Projects Funds for Community Projects.

Meeting Type & Date:  
Council Meeting  
July 2, 2018

Action type:  
Resolutions

Recommendation:

That Council, by resolution, approve the contracts with the Individual Organizations for use of the Optional 1% #16 Sales Tax Special Projects Funds for Community Priorities.

Summary:

On October 2, 2018, Council committed funding to Community Projects to various agencies based on the allocations determined by Council.

Staff has prepared resolutions and contracts for each individual organization. The contracts include information regarding the duties of the organization in order to receive funding as well as the available funding schedule awarded to them. Upon approval of the resolutions, the Contracts will be sent out to the organizations for signatures and then given to the Mayor to sign.

Financial Considerations

1%#16 will provide \$3,052,146.00 of grant funding to the various agencies.

Oversight/Project Responsibility

Fleur Tremel, Assistant to the City Manager

Attachments

Resolutions  
Contracts

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART I - AGREEMENT**

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, by and between the following parties:

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

2. The Arc of Natrona County, P.O. Box 393, Casper, Wyoming 82602 ("Contractor").

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

### **RECITALS**

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#16 allocation to assist with the provision of human services.

C. The City will budget Forty-six Thousand Six Hundred Sixty-Seven Dollars (\$46,667.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

A. Contractor shall provide Adult Day Services and Inclusion Programs.

2. **TIME OF PERFORMANCE:**

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 Forty-Six Thousand Six Hundred Sixty-Seven Dollars (\$46,667.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly each year 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. This means Contractor may invoice the City Two Thousand Nine Hundred Sixteen Dollars and Sixty-Nine Cents (\$2,967.69) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
The Arc of Natrona County

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO. 19-113

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE ARC OF NATRONA COUNTY, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

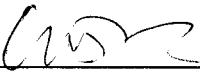
WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with Arc of Natrona County, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Forty-Six Thousand Six Hundred Sixty-Seven Dollars (\$46,667.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Boys & Girls Clubs of Central Wyoming, 1701 East K St., Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget Two Hundred Twenty-Nine Thousand Nine Hundred Sixty-Four Dollars (\$229,964.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

- A. Contractor shall relocate the Club's Existing technology center to the ground level of the Greater Casper Branch, and provide essential services such as counseling, case management, group support, medical and dental services, college course, and staff training.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.



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 Two Hundred Twenty-Nine Thousand Nine Hundred Sixty-Four Dollars (\$229,964.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Fourteen Thousand Three Hundred Seventy-Two Dollars and Seventy-Five Cents (\$14,372.75) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Boys & Girls Clubs of Central Wyoming

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO. 19-114

A RESOLUTION AUTHORIZING AN AGREEMENT WITH BOYS AND GIRLS CLUB OF CENTRAL WYOMING, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with the Boys and Girls Club of Central Wyoming, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Two Hundred Twenty-Nine Thousand Nine Hundred Sixty-Four Dollars (\$229,964.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. CASA of Natrona County, 350 Big Horn Rd., Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget Fifteen Thousand Five Hundred Fifty-Six Dollars (\$15,556.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

A. Contractor shall provide training for new volunteers, increase the trainings from three (3) to (5) trainings per year, and provide additional hours of training for already sworn advocates.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 Fifteen Thousand Five Hundred Fifty-Six Dollars (\$15,556.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Nine Hundred Seventy-Two Dollars and Twenty-Five Cents (\$972.25) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:


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

7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
CASA of Natrona County

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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



5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-115

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
CASA OF NATRONA COUNTY, FOR USE OF OPTIONAL  
1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,


WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with CASA of Natrona County, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Fifteen Thousand Five Hundred Fifty-Six Dollars (\$15,556.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART I - AGREEMENT**

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Casper Area Transportation Coalition, 1715 East 4<sup>th</sup> St., Casper, Wyoming 82601 ("Contractor").

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

### **RECITALS**

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget One Million Six Hundred Thousand Dollars (\$1,600,000.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

- A. Contractor shall provide Transportation Services and maintenance and repair for the 20 vehicle fleet.

#### **2. TIME OF PERFORMANCE:**

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.



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 One Million Six Hundred Thousand Dollars (\$1,600,000.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City One Hundred Thousand Dollars (\$100,000.00) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Casper Area Transportation Coalition

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-116

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER AREA TRANSPORTATION COALITION, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,


WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with Casper Area Transportation Coalition, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Casper Housing Authority, 145 N. Durbin St., Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget Five Hundred Thousand Dollars (\$500,000.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

A. Contractor shall provide property management services for transitional housing.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Five Hundred Thousand Dollars (\$500,000.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Thirty-One Thousand Two Hundred Fifty Dollars (\$31,250.00) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Casper Housing Authority

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-117

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
CASPER HOUSING AUTHORITY, FOR USE OF OPTIONAL  
1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with Casper Housing Authority, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Five Hundred Thousand Dollars (\$500,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART I - AGREEMENT**

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Casper Mountain Ski Patrol, P.O. Box 935, Casper, Wyoming 82602 ("Contractor").

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

### **RECITALS**

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#16 allocation to assist with the provision of human services.

C. The City will budget Three Thousand Dollars (\$3,000.00) for services as outlined in Contractor's application for Optional 1%#16 funds.

**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:

A. Contractor shall purchase a Toboggan and Cellular Phone Booster.

2. **TIME OF PERFORMANCE:**

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 Three Thousand Dollars (\$3,000.00).

4. METHOD OF PAYMENT:

Payments 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.

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. REPORTS

Contractor shall complete a final report. This report will be due on July 1, 2020. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Self Help Center, Inc.

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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



## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-118

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER MOUNTAIN SKI PATROL, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with Casper Mountain Ski Patrol, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Three Thousand Dollars (\$3,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Casper Sports Alliance, 139 West 2<sup>nd</sup> Street, Suite 1B, Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#16 allocation to assist with the provision of human services.

C. The City will budget Thirty-Seven Thousand Four Hundred Forty-Four Dollars (\$37,444.00) for services as outlined in Contractor's application for Optional 1%#16 funds.

**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:

- A. Contractor shall host trap/skeet shooting, indoor shooting, chess, knife and axe throwing, and swimming at the Cowboy State Games.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 Thirty-Seven Thousand Four Hundred Forty Four Dollars (\$37,444.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Two Thousand Three Hundred Forty Dollars and Twenty-Five Cents (\$2,340.25) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Casper Sports Alliance

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO. 19-119

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
CASPER SPORTS ALLIANCE, FOR USE OF OPTIONAL  
1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,


WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with the Casper Sports Alliance, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Thirty-Seven Thousand Four Hundred Forty-Four Dollars (\$37,444.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Central Wyoming Hospice and Transitions, 319 S. Wilson, Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget One Hundred Fifty-Three Thousand Three Hundred Thirty-Three Dollars (\$153,333.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

A. Contractor shall provide hospice home operation, or Routine Home Care, as well as skilled nursing staff, meals, utilities, medication administration, personal hygiene supplies, and prescribed therapies.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 One Hundred Fifty-Three Thousand Three Hundred Thirty-Three Dollars (\$153,333.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Nine Thousand Five Hundred Eighty-Three Dollars and Thirty-One Cents (\$9,583.31) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Central Wyoming Hospice and Transitions

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO. 19-120

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
CENTRAL WYOMING HOSPICE AND TRANSITIONS  
PROGRAM, FOR USE OF OPTIONAL 1%#16 SALES TAX  
SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted  
for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific  
recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects  
and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters  
of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY  
OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed  
to execute, and City Clerk to attest, an agreement with the Central Wyoming Hospice and  
Transitions Program, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to  
make verified partial payments throughout the term of the agreement, in the total amount  
of One Hundred Fifty-Three Thousand Three Hundred Thirty-Three Dollars (\$153,333.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Central Wyoming Rescue Mission, 230 N. Park St., Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget One Hundred Sixteen Thousand Six Hundred Forty-Four Dollars (\$116,644.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

A. Contractor shall provide a Fire Suppression Connection, relocate the sewer connection, replace curbs and gutters and sidewalks, demolish buildings, clear the site, and pay for tap fees.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 One Hundred Sixteen Thousand Six Hundred Forty-Four Dollars (\$116,644.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Seven Thousand Two Hundred Ninety Dollars and Twenty-Five Cents (\$7,290.25) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF CONTRACT:

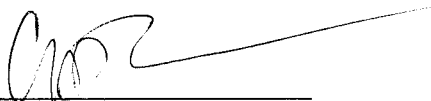
This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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



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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Central Wyoming Rescue Mission

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.



RESOLUTION NO. 19-121

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
WYOMING RESCUE MISSION, FOR USE OF OPTIONAL  
1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

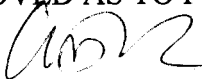
WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with the Wyoming Rescue Mission, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of One Hundred Sixteen Thousand Six Hundred Forty-Four Dollars (\$116,644.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Central Wyoming Senior Services, Inc., 1831 E. 4<sup>th</sup> St., Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget Two Hundred Twelve Four Hundred Sixty-Nine Dollars (\$212,469.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

A. Contractor shall provide nutrition through meals for their target population.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 Two Hundred Twelve Four Hundred Sixty-Nine Dollars (\$212,469.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Thirteen Thousand Two Hundred Seventy-Nine Dollars and Thirty-One Cents (\$13,279.31) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Central Wyoming Senior Services, Inc.

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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.

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#### **2. CHANGES:**

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6. OWNER OF PROJECT MATERIALS:

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9. PERSONNEL:

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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
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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*

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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.

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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.
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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.

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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.

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The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO. 19-122

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CENTRAL WYOMING SENIOR SERVICES, INC., FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with the Central Wyoming Senior Services Inc., under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Two Hundred Twelve Thousand Four Hundred Sixty-Nine Dollars (\$212,469.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Child Development Center, 2020 E. 12<sup>th</sup> Street, Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget Eighty-Five Thousand Dollars (\$85,000.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

A. Contractor shall provide development screenings for youth in Casper.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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-Five Thousand Dollars (\$85,000.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Five Thousand Three Hundred Twelve Dollars and Fifty Cents (\$5,312.50) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Child Development Center

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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



5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-123

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
CHILD DEVELOPMENT CENTER, FOR USE OF OPTIONAL  
1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted  
for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific  
recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects  
and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters  
of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY  
OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed  
to execute, and City Clerk to attest, an agreement with the Child Development Center, under  
terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to  
make verified partial payments throughout the term of the agreement, in the total amount  
of Eighty-Five Thousand Dollars (\$85,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Children's Advocacy Project, Inc., 350 North Ash, Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#16 allocation to assist with the provision of human services.

C. The City will budget One Hundred Thirty-Eight Thousand Three Hundred Thirty-Three Dollars (\$138,333.00) for services and items as outlined in Contractor's application for Optional 1%#16 funds.

**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:

A. Contractor shall provide quality forensic interviews, therapy and advocacy services to child victims of abuse, neglect, and maltreatment.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.



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 One Hundred Thirty-Eight Thousand Three Hundred Thirty-Three Dollars (\$138,333.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Eight Thousand Six Hundred Forty-Five Dollars and Eighty-One Cents (\$8,645.81) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

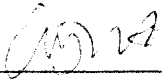
This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Children's Advocacy Project, Inc.

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO. 19-124

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CHILDREN'S ADVOCACY PROJECT, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

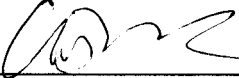
WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with Children's Advocacy Project, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of One Hundred Thirty-Eight Thousand Three Hundred Thirty-Three Dollars (\$138,333.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of June, 2019, 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. Casper Downtown Development Authority, 341 W. Yellowstone Hwy., Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#16 allocation to assist with the provision of human services.

C. The City will budget Fourteen Thousand Five Hundred Six Dollars (\$14,506.00) for services as outlined in Contractor's application for Optional 1%#16 funds.

**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:

A. Contractor shall purchase a 4-Wheeler and perform general maintenance and sweeping for the parking garage and downtown.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 Fourteen Thousand Five Hundred Six Dollars (\$14,506.00).

4. METHOD OF PAYMENT:

Payments 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.

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. REPORTS

Contractor shall complete a final report. This report will be due on July 1, 2020. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

5. TERMS AND CONDITIONS:

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

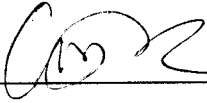
6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Casper Downtown Development Authority

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-125

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DOWNTOWN DEVELOPMENT AUTHORITY, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,


WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with the Downtown Development Authority, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Fourteen Thousand Five Hundred Six Dollars (\$14,506.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Greater Wyoming Big Brothers Big Sisters, 400 E 1<sup>st</sup> Street, Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget One Hundred Fifty-Two Thousand Three Hundred Seventy-Eight Dollars (\$152,378.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

- A. Contractor shall provide programming for youth in Casper.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 One Hundred Fifty-Two Thousand Three Hundred Seventy-Eight Dollars (\$152,378.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Nine Thousand Five Hundred Twenty-Three Dollars and Sixty-Three Cents (\$9,523.63) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Greater Wyoming Big Brothers Big Sisters

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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



## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-126

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GREATER WYOMING BIG BROTHERS BIG SISTERS, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with the Greater Wyoming Big Brothers Big Sisters, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of One Hundred Fifty-Two Thousand Three Hundred Seventy-Eight Dollars (\$152,378.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Interfaith of Natrona County, 140 East K Street, Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget One Hundred Thirty-Six Thousand Six Hundred Sixty-Seven Dollars (\$136,667.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

A. Contractor shall provide direct client emergency services.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 One Hundred Thirty-Six Thousand Six Hundred Sixty-Seven Dollars (\$136,667.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Eight Thousand Five Hundred Forty-One Dollars and Sixty-Nine Cents (\$8,541.69) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

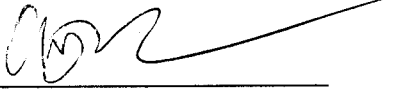
7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Natrona County Meals on Wheels

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-127

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INTERFAITH OF NATRONA COUNTY, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,


WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with the Interfaith of Natrona County, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of One Hundred Thirty-Six Thousand Six Hundred Sixty-Seven Dollars (\$136,667.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Joshua's Storehouse and Distribution Center, 334 S. Wolcott St., Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#16 allocation to assist with the provision of human services.

C. The City will budget Thirteen Thousand Dollars (\$13,000.00) for services and items as outlined in Contractor's application for Optional 1%#16 funds.

**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:

A. Contractor shall provide food by using funding to purchase food supplies and operational expenses.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 Thirteen Thousand Dollars (\$13,000.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Eight Hundred Twelve Dollars and Fifty Cents (\$812.50) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Joshua's Storehouse and Distribution Center

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-128

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JOSHUA'S STOREHOUSE AND DISTRIBUTION CENTER, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with the Joshua's Storehouse and Distribution Center, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Thirteen Thousand Dollars (\$13,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Mercer Family Resource Center, 535 Yellowstone Ave., Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#16 allocation to assist with the provision of human services.

C. The City will budget One Hundred Twenty-Eight Thousand Twenty-Two Dollars (\$128,022.00) for services and items as outlined in Contractor's application for Optional 1%#16 funds.

**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:

- A. Contractor shall provide programming for families, parenting, early intervention and education, and counseling services.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 One Hundred Twenty-Eight Thousand Twenty-Two Dollars (\$128,022.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Eight Thousand One Dollars and Thirty-Eight Cents (\$8001.38) every quarter for four years. 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.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:


This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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



APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Mercer Family Resource Center

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.



RESOLUTION NO. 19-129

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MERCER FAMILY RESOURCE CENTER, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with the Mercer Family Resource Center, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of One Hundred Twenty-Eight Thousand Twenty-Two Dollars (\$128,022.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART I - AGREEMENT**

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of June, 2019, 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. Casper-Natrona County Health Department, 475 South Spruce St., Casper, Wyoming 82601 ("Contractor").

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

### **RECITALS**

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#16 allocation to assist with the provision of human services.

C. The City will budget Forty-One Thousand Six Hundred Sixty-Seven Dollars (\$41,667.00) for services as outlined in Contractor's application for Optional 1%#16 funds.

**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:

- A. Contractor shall provide a conference room and lobby for community meetings.

2. **TIME OF PERFORMANCE:**

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 Forty-One Thousand Six Hundred Sixty-Seven Dollars (\$41,667.00).

4. METHOD OF PAYMENT:

Payments 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.

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. REPORTS

Contractor shall complete a final report. This report will be due on July 1, 2020. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

5. TERMS AND CONDITIONS:

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


6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Casper-Natrona County Health Department

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-130

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER-NATRONA COUNTY HEALTH DEPARTMENT, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with the Casper-Natrona County Health Department, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Forty-One Thousand Six Hundred Sixty-Seven Dollars (\$41,667.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Natrona County Meals on Wheels, 1760 E. 12th St., Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget Thirty-Four Thousand Seven Hundred Twenty-Two Dollars (\$34,722.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

A. Contractor shall purchase a transit van.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 Thirty-Four Thousand Seven Hundred Twenty-Two Dollars (\$34,722.00).

4. METHOD OF PAYMENT:

Payments 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.

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. REPORTS

Contractor shall complete a final report. This report will be due on July 1, 2020. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Natrona County Meals on Wheels

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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



5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-131

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NATRONA COUNTY MEALS ON WHEELS, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with the Natrona County Meals on Wheels, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Thirty-Four Thousand Seven Hundred Twenty-Two Dollars (\$34,722.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of July, 2019, 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. Natrona County Public Library, 307 E. 2<sup>nd</sup> Street, Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#16 allocation to assist with the provision of human services.

C. The City will budget Three Hundred Thousand Eight Hundred Fifteen Dollars (\$300,815.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

A. Contractor shall provide books and materials to increase circulation by 2% over the next four years.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.



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 Three Hundred Thousand Eight Hundred Fifteen Dollars (\$300,815.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Eighteen Thousand Eight Hundred Dollars and Ninety-Four Cents (\$18,800.94) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Natrona County Public Library

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-132

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NATRONA COUNTY PUBLIC LIBRARY, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with Natrona County Public Library, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Three Hundred Thousand Eight Hundred Fifteen Dollars (\$300,815.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

# **CONTRACT FOR PROFESSIONAL SERVICES**

## **PART I - AGREEMENT**

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Nicolaysen Art Museum, 400 East Collins Dr., Casper, Wyoming 82601 ("Contractor").

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

### **RECITALS**

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget Four Hundred Thousand Dollars (\$400,000.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

- A. Contractor shall replace the radius windows, renovate Bryce Hall, replace lighting to energy efficient lighting, replace railing system in the Discovery Center, replace flooring and update first floor of discovery center, repair and replace stair treads, and demolition of kitchenette and installation of new prep kitchen.

#### **2. TIME OF PERFORMANCE:**

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 Four Hundred Thousand Dollars (\$400,000.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Twenty-Five Thousand Dollars (\$25,000.00) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

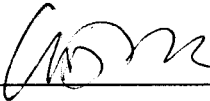
7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Nicolaysen Art Museum

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-133

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NICOLAYSEN ART MUSEUM FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with the Nicolaysen Art Museum under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Four Hundred Thousand Dollars (\$400,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, by and between the following parties:

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

2. The Science Zone, 111 W. Midwest Ave., Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget Three Hundred Thirty-Four Thousand Four Hundred Forty-Four Dollars (\$334,444.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

A. Contractor shall build an expanded Science Zone facility.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 Three Hundred Thirty-Four Thousand Four Hundred Forty-Four Dollars (\$334,444.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Twenty Thousand Nine Hundred Two Dollars and Seventy-Five Cents (\$20,902.75) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
The Science Zone

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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



## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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.

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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.

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6. OWNER OF PROJECT MATERIALS:

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8. GOVERNING LAW:

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9. PERSONNEL:

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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
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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.
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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.

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The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO. 19-135

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
THE SCIENCE ZONE, FOR USE OF OPTIONAL 1%#16  
SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with The Science Zone, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Three Hundred Thirty-Four Thousand Four Hundred Forty-Four Dollars (\$334,444.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \*\*\* day of June, 2019, 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. Self Help Center, 740 Luker Lane P.O. Box 126, Evansville, Wyoming 82636 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#16 allocation to assist with the provision of human services.

C. The City will budget Two Hundred Twenty Thousand Five Hundred Fifty-Six Dollars (\$220,556.00) for services as outlined in Contractor's application for Optional 1%#16 funds.

**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:

- A. Contractor shall pay off mortgage and adjacent land, provide youth education programs, provide signage, and provide a Youth Coordinator.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 Two Hundred Twenty Thousand Five Hundred Fifty-Six Dollars (\$220,556.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly each year 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. This means Contractor may invoice the City Thirteen Thousand Seven Hundred Eighty-Four Dollars and Seventy-Five Cents (\$13,784.75) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

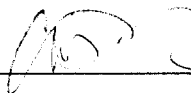
7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Self Help Center, Inc.

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-136

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
SELF HELP CENTER, INC. FOR USE OF OPTIONAL 1%#16  
SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted  
for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific  
recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects  
and committed said funds to the projects recommended; and,


WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters  
of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY  
OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed  
to execute, and City Clerk to attest, an agreement with Self Help Center, Inc., under terms and  
conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to  
make verified partial payments throughout the term of the agreement, in the total amount  
of Two Hundred Twenty Thousand Five Hundred Fifty-Six Dollars (\$220,556.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Mother Seton Housing, Inc., 919 N. Durbin St., Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget One Hundred Forty-Five Thousand Two Hundred Twenty-Two Dollars (\$145,222.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

A. Contractor shall repair and maintain buildings and grounds.

B. Contractor shall demolish the old building on H Street, the small building to the West of H Street property, and the House on Beech Street.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 One Hundred Forty-Five Thousand Two Hundred Twenty-Two Dollars (\$145,222.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Nine Thousand Seventy-Six Dollars and Thirty-Eight Cents (\$9,076.38) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

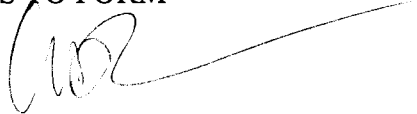
7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Mother Seton Housing, Inc.

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO. 19-137

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
MOTHER SETON HOUSING, INC., FOR USE OF OPTIONAL  
1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

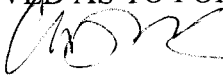
WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with Mother Seton Housing, Inc., under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of One Hundred Forty-Five Thousand Two Hundred Twenty-Two Dollars (\$145,222.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART I - AGREEMENT**

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. United Way of Natrona County, 350 Big Horn Rd., Suite 1, Casper, Wyoming 82601 ("Contractor").

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

### **RECITALS**

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget Fifteen Thousand One Hundred Fifty-One Dollars (\$15,151.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

- A. Contractor shall conduct the VITA program.

2. **TIME OF PERFORMANCE:**

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 Fifteen Thousand One Hundred Fifty-One Dollars (\$15,151.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Nine Hundred Forty-Six Dollars and Ninety-Four Cents (\$946.94) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF CONTRACT:

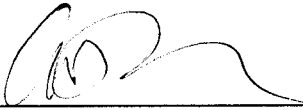
This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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



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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
United Way of Natrona County

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.



RESOLUTION NO.19-138

A RESOLUTION AUTHORIZING AN AGREEMENT WITH UNITED WAY OF NATRONA COUNTY, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

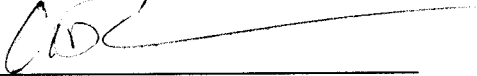
WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with United Way of Natrona County, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Fifteen Thousand One Hundred Fifty-One Dollars (\$15,151.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. University of Wyoming Extension of Natrona County, 2011 Fairgrounds Road, 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 authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1% #16 allocation to assist with the provision of human services.

C. The City will budget Ninety-Nine Thousand Thirteen Dollars. (\$99,013.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

A. Contractor shall provide a full time Horticulture Extension Educator and Master Gardener Program Coordinator.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Ninety-Nine Thousand Thirteen Dollars (\$99,013.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Six Thousand One Hundred Eighty-Eight Dollars and Thirty-One Cents (\$6,188.31) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

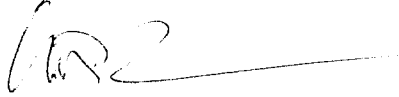
7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
University of Wyoming Extension of Natrona  
County

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

Printed Name: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-139

A RESOLUTION AUTHORIZING AN AGREEMENT WITH UNIVERSITY OF WYOMING EXTENSION OF NATRONA COUNTY, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,


WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with University of Wyoming Extension of Natrona County, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Ninety-Nine Thousand Thirteen Dollars (\$99,013.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Wyoming Food Bank of the Rockies, P.O. Box 116, Mills, Wyoming 82644 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget Twenty Thousand Dollars (\$20,000.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

- A. Contractor shall distribute food through the core distribution program, Fighting Hunger Feeding Hope.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 budget Twenty Thousand Dollars (\$20,000.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City One Thousand Two Hundred Fifty Dollars (\$1250.00) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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


7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Wyoming Food Bank of the Rockies

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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



5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-140

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WYOMING FOOD BANK OF THE ROCKIES, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

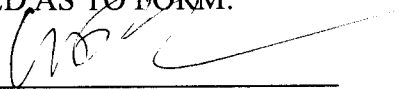
WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with Wyoming Food Bank of the Rockies, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Twenty Thousand Dollars (\$20,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

# **CONTRACT FOR PROFESSIONAL SERVICES**

## **PART I - AGREEMENT**

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Wyoming Food for Thought Project, 900 Saint John, Casper, Wyoming 82601 ("Contractor").

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

### **RECITALS**

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget Seventy-Eight Thousand Three Hundred Thirty-Three Dollars (\$78,333.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

- A. Contractor shall provide food through a commercial kitchen and workshops to educate the public about farming and nutrition.

#### **2. TIME OF PERFORMANCE:**

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.



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 Seventy-Eight Thousand Three Hundred Thirty-Three Dollars (\$78,333.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Four Thousand Eight Hundred Ninety-Five Dollars and Eighty-One Cents (\$4,895.81) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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


7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Wyoming Food for Thought Project

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-141

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WYOMING FOOD FOR THOUGHT, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with Wyoming Food for Thought, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Seventy-Eight Thousand Three Hundred Thirty-Three Dollars (\$78,333.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of July, 2019, 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. Youth Crisis Center, Inc., 1656 E 12<sup>th</sup> Street, Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget Two Hundred Seventy-Nine Thousand Two Hundred Forty Dollars (\$279,240.00) for services as outlined in Contractor's application for 1%#16 funds.

**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:

A. Contractor shall provide services for families with increased trauma, substance use/abuse, poverty, and mental/behavioral health challenges.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

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 sum of Two Hundred Seventy-Nine Thousand Two Hundred Forty Dollars (\$279,240.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years 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. This means Contractor may invoice the City Seventeen Thousand Four Hundred Fifty-Two Dollars and Fifty Cents (\$17,452.50) every quarter for four years. 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.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

5. TERMS AND CONDITIONS:

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

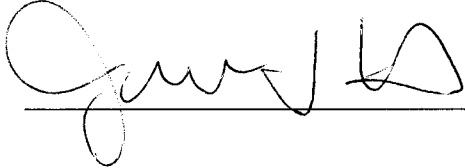
6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Youth Crisis Center, Inc.

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.19-142

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
YOUTH CRISIS CENTER, FOR USE OF OPTIONAL 1%#16  
SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with the Youth Crisis Center, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Two Hundred Seventy-Nine Thousand Two Hundred Forty Dollars (\$279,240.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

June 13, 2019

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

FROM: Liz Becher, Community Development Director *LB*  
Andrew Beamer, Public Services Director *AB*  
Aaron Kloke, MPO Supervisor

SUBJECT: Resolution Authorizing Submission of a Grant Application to the U.S. Department of Transportation for a 2019 BUILD (Better Utilizing Investments to Leverage Development) Transportation Discretionary Grant

Meeting Type & Date: Regular Council Meeting July 2, 2019.

Action Type: Resolution.

Recommendation: That Council, by resolution, authorize submission of a Better Utilizing Investments to Leverage Development (BUILD) grant to the U.S. Department of Transportation to fund the reconstruction of Midwest Avenue from Walnut Street to Poplar Street, in the amount of \$1,992,000, with the City's match of 20%. The total project cost will be \$2,490,000, and the City's portion will be \$498,000.

Summary: The City of Casper is preparing to apply to the U.S. Department of Transportation (USDOT) for the 2019 BUILD Discretionary Grant (formerly known as the TIGER program) to help fund the reconstruction of Midwest Avenue from Walnut Street to Poplar Street. City staff received the BUILD Notice of Funding in mid-May and has been working steadily on compiling project cost estimates, writing the project narrative to reflect transportation impacts, and requesting letters of support from local, state, and federal partners. This project includes moving all overhead utilities to underground, replacing aging water and sewer mains, upgrading all services to each lot, upgrading the storm sewer to handle flood events, new roadway, curb and gutter, constructing business front sidewalks, and providing bike lanes along the corridor. The project also includes extensive landscaping and irrigation throughout the corridor, benches, bike racks, trashcans, and decorative roadway lighting.

The reconstruction of Midwest Avenue will enhance the existing transportation system in accordance with the City's Comprehensive Plan. The proposed project will also improve the walkability of the Old Yellowstone District by providing a new sidewalk along both sides of the street, new crosswalks along the entire corridor and extending the Rails-to-Trails pathway to Poplar Street.

If awarded the grant, design engineering of the project would be finalized immediately in order to meet all local, state, and federal requirements by September 30, 2021. One of the grant requirements is confirmation of the non-Federal match, which can be demonstrated via a Council

resolution. Once designed, the project would be scheduled to be bid out to contractors in the winter of 2021. Construction could then start in spring of 2022, and would be scheduled to be constructed over a 14-month period with completion by fall of 2023.

Financial Considerations: The 2019 BUILD Discretionary Grant considers rural designated projects that are a minimum in size of \$1.0 million dollars, and requires a non-Federal match of 20%. The engineer's estimate for the City of Casper's proposed project is a total cost of \$2,490,000 with a non-Federal match of 20% by the City of \$498,000.

The funding source for the local match is proposed to be determined at such time as the City receives the approval of the grant application.

Oversight/Project Responsibility: Andrew Beamer, Public Services Director, will administer the grant on behalf of the City of Casper.

Attachments: Resolution

RESOLUTION NO.19-143

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION FOR A 2019 BUILD TRANSPORTATION DISCRETIONARY GRANT FOR MIDWEST AVENUE IMPROVEMENTS.

WHEREAS, the City of Casper desires to apply to the U.S. Department of Transportation for a 2019 Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant; and,

WHEREAS, the application will be submitted for the reconstruction of Midwest Avenue from Walnut Street to Poplar Street, including new utilities, curb and gutter, sidewalk, landscaping, and roadway lighting; and,

WHEREAS, the reconstruction will be a benefit to the residents of Casper and the surrounding area by creating a walkable, sustainable, infrastructure foundation for the redevelopment of the Old Yellowstone District and future State office building; and,

WHEREAS, sufficient federal transportation enhancement funds exist to fund the project providing adequate local match is provided by the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Casper City Council authorize the application to the U.S. Department of Transportation for the 2019 BUILD Transportation Discretionary Grant, in the amount of \$1,992,000, which would require a City match of \$498,000.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation


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

\_\_\_\_\_  
Charles Powell  
Mayor



June 18, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Cindie Langston, Solid Waste Manager  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Wayne Coleman Construction, Inc., in the Amount of \$248,307.00, for the 2019 Solid Waste Asphalt Improvements.

Meeting Type & Date  
Regular Council Meeting  
July 2, 2019

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an agreement with Wayne Coleman Construction, Inc. (Wayne Coleman), in the amount of \$248,307.00, for the 2019 Solid Waste Asphalt Improvements, Project No. 18-021. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$24,000.00, for a total project amount of \$272,307.00.

Summary

On Tuesday, June 18, 2019, four (4) bids were received for the 2019 Solid Waste Asphalt Improvements, Project No. 18-021. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Wayne Coleman</b>	<b>Mills, WY</b>	<b>\$248,307.00</b>
Knife River	Casper, WY	\$399,874.00
ISCO	Mills, WY	\$476,600.00
Ramshorn Construction	Casper, WY	\$565,942.00

The 2019 Solid Waste Asphalt Improvements includes removal and replacement of approximately 8,000 square yards of existing surfacing with new asphalt pavement, removal and replacement of approximately 1,500 square yards of existing surfacing with asphalt millings, asphalt patching, and adjustments of water valves and manholes at the Solid Waste Facility. Work is scheduled to be completed by September 27, 2019. The estimate prepared by the City Engineering Division was \$509,350.00.

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 Balefill and Refuse Collection Funds allocated to improvements other than buildings.

### 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 Wayne Coleman Construction, Inc., P.O. Box 2440, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make asphalt improvements at the Solid Waste Facility; and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as the 2019 Solid Waste Asphalt Improvements, Project No. 18-021.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2019 Solid Waste Asphalt Improvements, Project No. 18-021, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **September 27, 2019**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **October 4, 2019**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

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 Forty-Eight Thousand Three Hundred Seven Dollars (\$248,307.00), 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. (0).
- 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 Amendments & Supplements to the City of Casper Standard Specifications, consisting of five (5) sections.
- 8.13 Notice of Award.
- 8.14 Notice to Proceed.
- 8.15 Minutes of the Pre-Bid Conference, if any.

- 8.16 Contract Drawings consisting of eight (8) drawing sheets, with each sheet bearing the following general title:

**2019 Solid Waste Asphalt Improvements, Project No. 18-021**

- 8.17 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.18 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.
- 8.19 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)*

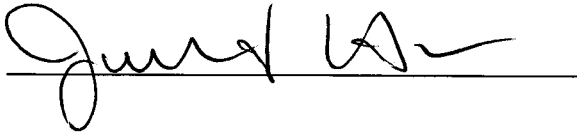
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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 2<sup>nd</sup> day of July, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

WITNESS:

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

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

ATTEST:

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

Fleur D. Tremel

Title: City Clerk

CONTRACTOR:

Wayne Coleman Construction, Inc.

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

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

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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

Charles Powell

Title: Mayor



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

PROJECT IDENTIFICATION:      City of Casper  
   **2019 SOLID WASTE ASPHALT IMPROVEMENTS**  
   **Project No. 18-021**

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

1.    The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **September 27, 2019**, and completed and ready for final payment not later than **October 4, 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. \_\_\_\_\_                      Dated \_\_\_\_\_  
         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: \$ 248,307.00

TOTAL BASE BID, IN WORDS: Two Hundred Forty Eight Thousand  
Three Hundred Seven and no/100 DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. 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: Wayne Coleman Construction, Inc.  
PO Box 2440  
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 June 18, 2019.

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)

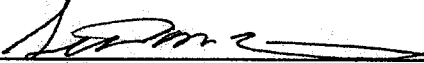
Business Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

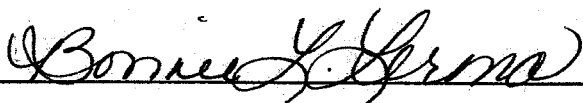
Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Wayne Coleman Construction, Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By:  (seal)  
Seth M. Coleman, President  
(Title)

(Seal)  
Attest: 

Business Address: Wayne Coleman Construction, Inc.  
1898 Melodi Lane  
Casper, WY 82601

Phone Number: 307-265-3158

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**

**2019 SOLID WASTE ASPHLT IMPROVEMENTS**  
**PROJECT NO. 18-021**

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      R&R = Remove and Replace      LF = Linear Feet      F&I = Furnish and Install  
SY = Square Yard      TON = Tons      CY = Cubic Yard      EA = Each

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00
2	F&I Temporary Traffic Control	LS	1	\$ 4,007.00	\$ 4,007.00
3	R&R Existing Surface with Asphalt Pavement (4" Pavement/6" Base)	SY	7,000	\$ 24.00	\$ 168,000.00
4	R&R Existing Surface with Asphalt Pavement (4" Pavement/6" Base) Around Trees in Sale Yard	SY	1,000	\$ 29.00	\$ 29,000.00
5	R&R Existing Surface with Asphalt Millings (4" Millings/6" Base)	SY	1,500	\$ 11.00	\$ 16,500.00
6	R&R Asphalt Section as Patch (4" Pavement/6" Base)	SY	500	\$ 29.00	\$ 14,500.00
7	Adjust Manhole Top & Install 5'x5' Concrete Diamond with New Lid	EA	3	\$ 950.00	\$ 2,850.00
8	Adjust Valve Box Top & Install new 33"x33" Concrete Diamond with New Lid	EA	1	\$ 950.00	\$ 950.00
9	Contractor Asphalt Testing	LS	1	\$ 2,500.00	\$ 2,500.00
<b>TOTAL BID</b>					<b>\$ 248,307.00</b>

• **BID IN WORDS:**

Two Hundred Forty Eight Thousand Three Hundred Seven Dollars and Zero Cents

This bid submitted by: Wayne Coleman Construction, Inc.  
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 19-144

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WAYNE COLEMAN CONSTRUCTION, INC., FOR THE 2019 SOLID WASTE ASPHALT IMPROVEMENTS, PROJECT NO. 18-021.

WHEREAS, the City of Casper desires to make asphalt improvements at the Solid Waste Facility; and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as the 2019 Solid Waste Asphalt Improvements, Project No. 18-021; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Wayne Coleman Construction, Inc., for those services, in the amount of Two Hundred Forty-Eight Thousand Three Hundred Seven Dollars (\$248,307.00), upon the receipt and attachment of documents satisfactory and consistent with Article 8 of the Standard Form of Agreement between Owner and Contractor, attached.

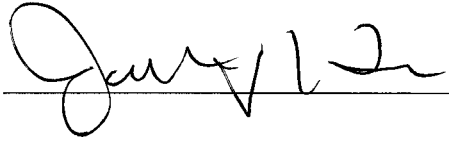
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Forty-Eight Thousand Three Hundred Seven Dollars (\$248,307.00), and Twenty-Four Thousand Dollars (\$24,000.00) for a construction contingency account, for a total project amount of Two Hundred Seventy-Two Thousand Three Hundred Seven Dollars (\$272,307.00).

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

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

(2019 Solid Waste Asphalt Improvements, Project No. 18-021)



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Charles Powell  
Mayor

June 14, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Professional Services Contract with Stantec Consulting Services, Inc. in the amount of \$149,743.00, for stormwater design, bid administration, and construction administration services for the North Platte River Restoration – 1<sup>st</sup> Street Reach, Project No. 12-51.

Meeting Type & Date

Regular Council Meeting  
July 2, 2019

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Professional Services Contract with Stantec Consulting Services, Inc. (Stantec), for stormwater design, bid administration, and construction administration services related to the North Platte River Restoration – 1<sup>st</sup> Street Reach Project, in the amount of \$149,743.00.

Summary

The North Platte River Restoration is an ongoing, multi-phase, collaborative project to improve overall habitat, remedy and protect against bank erosion, and enhance the aesthetics of the North Platte River throughout the Casper area. The project is supported and funded by the City through the One Cent as well as other public and private agencies through grants. Previous phases of this project have been completed in recent years on the west end of Casper, including the Morad Park Reach, the Wyoming Boulevard Reach, and the Water Treatment Plant Reach.

The 1<sup>st</sup> Street Reach begins just downstream of the Poplar Street Bridge, flowing downstream underneath the 1<sup>st</sup> Street Bridge, and ends just upstream of the Burlington Northern-Santa Fe (BNSF) Bridge. This reach includes approximately one half mile of river through a highly visible and visited portion of the City of Casper. The construction project includes special environmental preparedness, grade control features, channel adjustment, bank reconstruction, bank re-vegetation, and stormwater outfall enhancements.

Stantec has completed the primary design to support permitting efforts to move forward with bidding of the project and has been selected to provide the finished stormwater design, bid administration, and construction administration for this project. The construction work is expected to be complete by December of 2019 with final plantings and inspection by May 2020.

Financial Considerations

The City's funding for this project will come from One Cent #15 funds allocated to river restoration projects.



Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department

Attachments

Resolution

Agreement

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART I - AGREEMENT**

This Contract for Professional Services (“Contract”) is entered into on this 2<sup>nd</sup> day of July, 2019, 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. Stantec Consulting Services, Inc., 3325 South Timberline Road, Suite 150, Fort Collins, Colorado 80525-2903 (“Consultant”).

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

### **RECITALS**

- A. The City is undertaking restoration of a portion of the North Platte River.
- B. The project requires professional services for stormwater design, bid administration, and construction administration.
- C. The Consultant 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 Consultant for such services.

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

1. **SCOPE OF SERVICES:**

The Consultant shall perform the following services in connection with and respecting the project: See the attached Exhibit “A”.

2. **TIME OF PERFORMANCE:**

The services of the Consultant shall be undertaken and completed on or before the 29<sup>th</sup> day of May 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Forty-Nine Thousand Seven Hundred Forty-Three and 00/100 Dollars (\$149,743.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

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

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

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
City Clerk

Charles Powell  
Mayor

WITNESS

CONSULTANT  
Stantec Consulting Services, Inc.  
3325 South Timberline Road, Suite 150  
Fort Collins, CO 80525-2903

By: Joan Chatfield  
Printed Name: Joan Chatfield  
Title: Project Coordinator

By: James R. Walsh  
Printed Name: James R. Walsh  
Title: Senior Associate

## **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 Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior** to the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary 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 Consultant'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*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the 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 Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

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. Consultant agrees to indemnify the City, the City’s employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any subconsultant thereof.

12. INTENT:

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



Stantec Consulting Services Inc.  
3325 South Timberline Road Suite 150, Fort Collins CO 80525-2903

May 28, 2019

File: Stantec Project No. 172621110

**Attention:** Scott Baxter, PE  
City of Casper  
200 North David  
Casper, WY

**Reference: 1st Street Restoration Project (Implementation Phase) – Scope & Fee Estimate**

Dear Mr. Baxter,

In response to your request, Stantec Consulting Services Inc. (Stantec) is pleased to provide this scope and fee proposal for final engineering services, stormwater design services, bid administration, and construction oversight services to the City of Casper (Client) for the North Platte River Restoration – First Street Reach Project (project). Under this proposal, Stantec will provide professional consulting services associated with the final design, permitting, and implementation of the project.

## Scope of Services

Based on our communications, we understand that the City would like Stantec to assist with completion of project permitting and update the final restoration design based on regulatory input, design Stormceptor-type Manufactured Treatment Devices (MTDs) for in-line pre-treatment and sediment reduction of storm flows prior to discharging to the North Platte River, provide bid administration services, and provide construction oversight services during project implementation. This scope and fee proposal summarizes these services, by task, in detail below.

### Task 1 Project Management, Meetings, and Coordination

This task will include Project Manager and Design Engineer communications, project calls and meetings, regulation of workflow, and management of project financials to ensure successful project maintenance, execution, oversight, and delivery. Effective communications are of paramount importance during all phases of project execution.

Assumptions and exclusions:

- Stantec's Project Manager and/or lead design engineer will attend bi-weekly project conference calls (plus additional brief calls as necessary) and ensure proactive communications during the lifecycle of the Project.
- Stantec will attend up to one (1) face-to-face meeting with the City, project stakeholders, or regulatory agencies as necessary to address project needs and requirements under this task.

**Reference:** 1st Street Restoration Project (Implementation Phase) – Scope & Fee Estimate

## **Task 2 Final Restoration Design Modifications & Permitting Support**

While Stantec is not responsible for securing the final environmental project permits necessary to construct the restoration design (CWA §404, §401), we understand the need to participate, contribute-to, and assist-in the acquisition of these permits as the designers and restoration technical experts. This effort includes time and materials necessary to support permitting along with time needed to incorporate modifications to the final restoration design.

### **2.1 Permitting Support and WSQT**

Construction of this project is predicated on the successful acquisition of these permits, and as such, Stantec will represent the City's interests and objectives throughout continuing discussions and negotiations with the US Army Corps of Engineers and Wyoming Department of Environmental Quality through active communication and participation. Permits have yet to be secured for the project, and this subtask includes technical assistance associated with regulatory consultation and negotiation. This includes data entry and reporting associated with the Wyoming Stream Quantification Tool (SQT), which is required by the USACE for this project.

### **2.2 Final Design Refinement and Documentation**

Stantec anticipates that these permitting discussions will necessitate refinement of the final design plans, design specifications, bid documents and may affect project execution and construction phasing. In addition, several active and ongoing constraints could further impact the final design and implementation phases of this project. These include changes to the project's limits of disturbance; landscaping and strategic vegetative plantings; water control; infrastructure conflicts; construction access; stakeholder concerns; and baseflow discharge. These additional constraints will be considered on a case-by-case basis.

Assumptions and exclusions:

- Stantec will participate in up four (4) conference call with the City, stakeholders, and the City's environmental contractor (Golder) to discuss project permit acquisition
- Stantec will participate in up to two (2) in-person meetings with regulators (USACE, WY DEQ) at their offices in Cheyenne, WY
- Communications with regulators will result in one (1) round of design refinements/modifications to the Final Design Plans and project specifications
- No new data collection or analyses will be required to complete the WSQT documentation. Stantec will rely on experience and best professional judgement to populate many of the required data values, and Stantec assumes that this protocol will be acceptable to the USACE for project permitting purposes

## **Task 3 Stormwater Design Services**

Under this task, Stantec will size and specify Manufactured Treatment Devices (MTDs), perform an energy grade line/hydraulic grade line (EGL/HGL) analysis to evaluate existing and proposed surcharge conditions,

*Design with community in mind*

**Reference:** 1st Street Restoration Project (Implementation Phase) – Scope & Fee Estimate

provide construction-level plan view graphics and details, and complete an opinion of probable cost for construction.

It is our understanding that the following is requested:

- MTDs will be designed inline for:
  - 36" BNSF Bridge Outfall
- Two private inlets (Outfall A-18" and Outfall B-24") on the western side of the river at Jonah Bank will be retrofit with a FlexStorm or Gutter Bin type inlet filter.
- A series of Elbows/Connections, a pipe extension, and a new outfall (with protection measures) will be designed and installed at outfall A to better tie in with proposed grade associated with the restoration.
- A pipe extension and a new outfall (with protection measures) will be designed and installed at outfall B to better tie in with proposed grade associated with the restoration.
- A Manhole Adjustment (Raising), a drop manhole, a pipe extension, and a new outfall (with protection measures) will be designed and installed at outfall C.

### **3.1 Hydrology and Hydraulic Analyses**

Stantec will use the drainage area boundaries and discharges provided by the Client to establish existing and proposed conditions closed conduit hydraulic conditions. This analysis will include a full-flow pipe evaluation based on invert elevations, slope, and pipe diameter. We assume that these pipe dimensions and elevations will be provided via GIS data. Stantec will evaluate the hydraulic grade line of the system to a limit of one junction structure upstream of the work areas. Sizing of the MTDs is included in the Hydrology & Hydraulic Analysis task. Sizing of the drop manholes at Jonah Bank will be limited to DOT or Client standard requirements based on inflow and outflow pipe size and orientation. The results of this task will be provided in a brief summary memo. The summary memo will be provided to the client in PDF format.

### **3.2 Storm Sewer Retrofit and Design**

Stantec will use a continuous simulation model developed by the practice manufacturer to determine appropriate sizing of the MTD to meet pre-treatment targets, existing conditions, and site constraints. Stantec will locate the practices in the areas desired by the Client, accessible to maintenance crews and away from private property.

Stantec will design storm sewer line extensions/modifications and outfall retrofits needed to improve the function of the existing stormwater infrastructure. The design will account for the H & H modelling to size and position new outfall locations and protection.

### **3.3 Construction Plan Sheets**

Stantec will use results of the Hydrology and Hydraulics task and sizing to develop construction level construction plan sheets for the retrofits. The sheets will include plan views of each retrofit, profiles of the system in the immediate vicinity of the work areas, general construction notes, and details. The notes and details will be limited to those available from the manufacturer and standard DOT or Client provided notes & details for installation of storm structures. Erosion and sediment control practices are expected to be limited

**Reference:** 1st Street Restoration Project (Implementation Phase) – Scope & Fee Estimate

to perimeter control, staging areas, and access road stabilization and will be depicted on the retrofit plan sheets in-lieu of a separate standalone erosion and sediment control plan. We assume production of 4 Construction plan sheets and one round of revisions to address client comments after review under this task. The plan sheets will be provided to the Client in PDF format.

### **3.4 Opinion of Probable Cost**

In addition to the plan sheets Stantec will provide an engineer's opinion of probable cost (OPC). The OPC will be provided to the client in PDF format.

### **3.5 Restoration Compatibility Support**

Stantec's river restoration design team will work directly with our stormwater engineers and technicians to ensure seamless compatibility with the restoration project's goals and objectives. This task includes data transfer, tech transfer, communications, and support necessary to deliver a complete, professional, and robust design package.

Assumptions and exclusions:

- This scope does not include oversight or coordination with the contractor during construction by Stantec's stormwater engineer.
- This scope does not include coordination with stakeholders or agencies beyond the client.
- Detailed survey, geotechnical, or structural investigations by Stantec are not required to complete stormwater design.
- This scope does not include any services contrary to the assumptions denoted herein.

## **Task 4 Bid Administration Services**

Bid administration services will consist of the following items:

- Attending and co-leading one (1) pre-bid meeting onsite in the City of Casper
- Providing written responses to questions and inquiries regarding design received during the pre-bid meeting from contractors
- Preparing any plan set addendums, if necessary

Assumptions and exclusions:

- Stantec will attend one (1) pre-bid meeting for interested contractors
- Technical restoration questions raised during the pre-bid meeting will be compiled, and Stantec will provide written responses to these questions within one week once the question period has closed.

**Reference:** 1st Street Restoration Project (Implementation Phase) – Scope & Fee Estimate

- Stantec will complete one round of project addendums based on contractor and regulatory input received by Stantec within two weeks of the project pre-bid meeting. Following this two week question/comment window, Stantec assumes that no additional addenda will be needed.

## **Task 5 Construction Oversight Services**

Construction administration will consist of the following items:

- Weekly construction observation during active construction and revegetation activities
- Daily safety and project workflow tailgate meetings
- Monthly project meetings with the contractor and the City
- Weekly photo logs that document construction progress
- Weekly field reports with descriptions of construction activities
- The Project Engineer and Project Manager will provide clarifications throughout construction and planting to facilitate review of all invoices
- Onsite observation of construction activities will be performed by a Project Engineer or Senior Ecologist on a weekly basis throughout the active construction window. The Project Manager will make site visits as necessary to facilitate project implementation
- Project Closeout will consist of developing a final punchlist for the contractor and development of an "As-Built" Planset. The "As-Built" Planset will utilize PLS survey data, provided by the contractor, to redline the completed construction elements and to document any field changes.

Assumptions and exclusions:

- Stantec assumes that construction will be completed during one (1) construction season (October – December, 2019) which will involve 12 weeks of active implementation requiring construction observation. Any changes to this anticipated project construction schedule may necessitate modifications to this agreement.
- One week of revegetation/planting observation is also included in this scope
- Of the 12-week active construction window, it is assumed that Stantec will be onsite full-time (50 hrs/wk) for 6 of these weeks, and half time (25 hrs/week) for the remaining 6 weeks.
- Indirect costs are included for project travel, meals, and accommodation and have been estimated using standard rates. It is assumed that lodging will be secured on a weekly basis at local hotels/motels, as appropriate.



**Reference:** 1st Street Restoration Project (Implementation Phase) – Scope & Fee Estimate

## Deliverables

Project deliverables under this scope of services includes the following:

- Full plan set and specifications for interested contractors
- Addenda (if necessary)
- Meeting minutes from weekly and monthly progress meetings
- Weekly photo logs
- Weekly progress reports

## Schedule

Active Project Construction is anticipated to occur over one construction season, approximately October through December, 2019. This scope and associated fee assume that construction of the First Street Site will occur during one construction season in the Fall of 2019. Due to local weather conditions, some vegetative plantings may need to occur during the spring, following active construction (approx. April 2020), and this scope allows for this flexibility. The final project implementation schedule will be predicated on the terms of any project permits received, and on the construction contractor, once selected.

## Cost

Total cost associated with this scope of services is \$149,743.00

A full breakdown of proposed costs may be found on the attached spreadsheet.

May 28, 2019  
Scott Baxter, PE  
Page 7 of 7

**Reference:** 1st Street Restoration Project (Implementation Phase) – Scope & Fee Estimate

Regards,

Stantec Consulting Services Inc.



J. Randall (Randy) Walsh MSc, CERP  
Senior Associate  
Phone: 970.658.6766  
Randy.Walsh@stantec.com



J. George Athanasakes PE  
Senior Principal  
Phone: 502.727.7144  
George.Athanasakes@stantec.com

**Attachment:** Fee Estimate, By Task – North Platte First Street (Implementation Phase)

c. Jolene Martinez, City of Casper

North Platte River Restoration - First Street Reach (Implementation Phase)  
Fee Estimate

PROJECT DESCRIPTION: 1st Street Restoration Project (Final Design & Implementation Phases) - City of Casper											5/28/2019			
PREPARED BY: STANTEC CONSULTING SERVICES, INC.														
TASK NO.	TASK DESCRIPTION	Project Manager/ Senior Scientist	Design Engineer	Project Engineer	Hydraulic Engineer	Junior Engineer	QA/QC Engineer	Principal In Charge	Permit/Agency Coordinator		TOTAL MAN-HOURS	Labor Cost	Expenses	Total
	2019 RT 1	160	147	131	151	105	211	211	126					
<b>1.0</b>	<b>Project Management, Meetings, &amp; Coordination</b>													
1.1	PM Communications, meetings, workflow, and project finances	40.00	8.00					2.00			50.00	\$ 7,998.00	\$ 250.00	\$ 8,248.00
	<b>Task Subtotal</b>										<b>50.00</b>	<b>\$ 7,998.00</b>	<b>\$ 250.00</b>	<b>\$ 8,248.00</b>
<b>2.0</b>	<b>Final Restoration Design Modifications and Permitting Support</b>													
2.1	Permitting Support and WSQT completion	24.00	32.00	24.00							80.00	\$ 11,688.00	\$ 250.00	\$ 11,938.00
2.2	Final design refinement and documentation	4.00	16.00	16.00			4.00	2.00			42.00	\$ 6,354.00		\$ 6,354.00
	<b>Task Subtotal</b>										<b>122.00</b>	<b>\$ 18,042.00</b>	<b>\$ 250.00</b>	<b>\$ 18,292.00</b>
<b>3.0</b>	<b>Stormwater Design Services</b>													
3.1	Hydrology & Hydraulic Analysis			16.00	4.00						20.00	\$ 2,700.00		\$ 2,700.00
3.2	Storm Sewer Retrofit and Design			16.00	4.00						20.00	\$ 2,700.00		\$ 2,700.00
3.3	Construction Plan Sheets			40.00	6.00						46.00	\$ 6,146.00		\$ 6,146.00
3.4	Opinion of Probable Cost			8.00	2.00						10.00	\$ 1,350.00		\$ 1,350.00
3.5	Restoration Compatibility Support	2.00	12.00	8.00			2.00	1.00			25.00	\$ 3,765.00		\$ 3,765.00
	<b>Task Subtotal</b>										<b>121.00</b>	<b>\$ 16,661.00</b>	<b>\$ -</b>	<b>\$ 16,661.00</b>
<b>4.0</b>	<b>Bid Administration Services</b>													
4.1	Preparation of final bid documents and addenda	2.00	8.00	8.00			2.00	1.00			21.00	\$ 3,177.00		\$ 3,177.00
4.2	Bid meeting	12.00	12.00								24.00	\$ 3,684.00	\$ 400.00	\$ 4,084.00
	<b>Task Subtotal</b>										<b>45.00</b>	<b>\$ 6,861.00</b>	<b>\$ 400.00</b>	<b>\$ 7,261.00</b>
<b>5.0</b>	<b>Construction Oversight Services</b>													
5.1	Onsite construction administration	40.00	225.00	225.00		40.00					530.00	\$ 73,150.00	\$ 16,000.00	\$ 89,150.00
5.2	Weekly reporting and project compliance	6.00	12.00	12.00							30.00	\$ 4,296.00	\$ -	\$ 4,296.00
5.3	Project close-out	8.00	16.00	8.00			4.00	1.00			37.00	\$ 5,735.00	\$ 100.00	\$ 5,835.00
	<b>Task Subtotal</b>										<b>597.00</b>	<b>\$ 83,181.00</b>	<b>\$ 16,100.00</b>	<b>\$ 99,281.00</b>
											935.00	\$ 132,743.00	\$ 17,000.00	\$ 149,743.00
	<b>TOTAL MAN-HOURS</b>	<b>138.00</b>	<b>341.00</b>	<b>381.00</b>	<b>16.00</b>	<b>40.00</b>	<b>12.00</b>	<b>7.00</b>	<b>0.00</b>		<b>935.00</b>		<b>Grand Total</b>	<b>\$ 149,743.00</b>

RESOLUTION NO.19-145

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH STANTEC CONSULTING SERVICES, INC., FOR THE NORTH PLATTE RIVER RESTORATION 1<sup>ST</sup> STREET REACH PROJECT.

WHEREAS, the City of Casper desires to secure a consulting firm specializing in the fields of aquatic ecology, stream hydrology/hydraulics, and environmental engineering for the North Platte River Restoration Project; and,

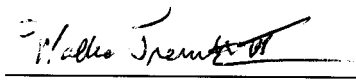
WHEREAS, Stantec Consulting Services, Inc., is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Stantec Consulting Services, Inc., for the services more specifically delineated in the contract agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the contract, for a total amount not to exceed One Hundred Forty-Nine Thousand Seven Hundred Forty-Three Dollars (\$149,743).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

June 7, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director  
Cindie Langston, Solid Waste Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 1 with Caspar Building Systems, Inc. for a time extension of 49 days, for the Compost Equipment Building Heating, Project No. 17-017.

Meeting Type & Date:

Regular Council Meeting  
July 2, 2019

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize Change Order No. 1 (CO1) with Caspar Building Systems, Inc. (CBSI) for a time extension of 49 days, for the Compost Equipment Building Heating, Project No. 17-017.

Summary:

CBSI is under contract for the installation of radiant heating, ceiling insulation and roofing repairs to the Solid Waste Compost Building, and a vapor barrier tarp for the Scale House garage to protect the existing exposed insulation from moisture and birds. During construction, Solid Waste staff requested the installation of hard metal paneling on the ceiling of the Scale House garage. CBSI has agreed to perform the additional work at no additional cost, and they have requested an additional forty-nine (49) days.

Financial Considerations:

None.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution; CO1.

CO1 CBSI  
Compost Equipment Building Heating  
Project No. 17-017

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department

Attachments

Resolution

Agreement

CITY OF CASPER  
CHANGE ORDER

NO. One (1)

PROJECT: Compost Equipment Building Heating, Project No. 17-017

DATE OF ISSUANCE: June 7, 2019

OWNER: City of Casper, Wyoming

CONTRACTOR: Caspar Building Systems

ARCHITECT/ENGINEER: City of Casper

You are directed to make the following changes in the Contract Documents:

Description: Time Extension for additional work to install hard metal paneling on Scalehouse ceiling

Attachments: CHANGE ORDER REQUEST 002 from Caspar Building Systems dated May 31, 2019


CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$158,108.00	Original Contract Time: (days or date) Substantial completion: June 7, 2019; Final completion: June 14, 2019
Previous Change Orders No. <u>---</u> to <u>---</u> : \$ <u>0</u>	Net change from previous Change Orders (days): <u>-0--</u> (days): <u>-0--</u>
Contract Price prior to this Change Order: \$158,108.00	Contract Time prior to this Change Order: Substantial completion: June 7, 2019; Final completion: June 14, 2019
Net Increase/Decrease change of this Change Order: \$0	Net Increase/Decrease of this Change Order: forty-nine (days) <u>-- 49 --</u>
Contract Price with all approved Change Orders: \$158,108.00	Contract Time with all approved Change Orders:(date) <u>Substantial completion: July 26, 2019</u> <u>Final completion: August 2, 2019</u>

ACCEPTED:

RECOMMENDED:

APPROVED:


BY:

  
Contractor

BY:

  
Architect/Engineer

BY:

  
Owner

CO-1



**CASPAR BUILDING  
SYSTEMS, INC.**  
GENERAL CONTRACTORS

1975 Old Salt Creek Highway  
Casper, WY 82601  
PH (307) 235-5690  
FX (307) 237-1815

## CHANGE ORDER REQUEST 002

**Project:** Compost Equipment Building Heating  
1886 Station Rd  
Casper, WY 82601

**Date:** 31-May-19

**Item:** Time Extention for aquring ceiling liner panel and installing at Scalehouse per the request of the City  
3 weeks for aquring materials, 1 week for electrical demo, 2 weeks for install, 1 week for rewire of electrical  
Weeks are asked for because the Scale house is only available for work on Sundays or late night. All work in there to this point  
has been Sunday. Substantial Completion Date moved to July 26 and Final Completion August 2, 2019

Subs:	Company	Description of Work	Bid
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subcontractor Total:			\$ -

Materials:	Quantity	Description	Unit	Unit \$	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Subtotal:					\$ -
Sales Tax 5%					\$ -
Materials Total					\$ -

Labor:	Quantity	Description	Unit	Unit \$	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Labor Total					\$ -

Equip:	Quantity	Description	Unit	Unit \$	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Equipment Total					\$ -

Subtotal of costs		\$ -
General Conditions	5.00%	\$ -
General Liability Ins	1.00%	\$ -
Performance bond	1.00%	\$ -
Contractor Fee	8.00%	\$ -
Total cost of change order		\$ -
Total time extension required		7 Weeks



RESOLUTION NO.19-146

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH CASPAR BUILDING SYSTEMS, INC. FOR THE COMPOST EQUIPMENT BUILDING HEATING, PROJECT NO. 17-017.

WHEREAS, Caspar Building Systems, Inc. (CBSI) is currently under contract with the City of Casper for the Compost Equipment Building Heating, Project No. 17-017; and,

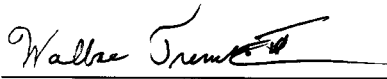
WHEREAS, the City of Casper desires a time extension of forty-nine (49) days added to the project's substantial completion date; and,

WHEREAS, CBSI is able and willing to complete the work with a revised substantial completion date of July 26, 2019.

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 Change Order No. 1 to the agreement between the City of Casper and CBSI for performing additional work related to Compost Equipment Building Heating, Project No. 17-017, for a time extension of forty-nine (49) days.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

June 18, 2019

MEMO TO: J. Carter Napier, City Manager   
FROM: Andrew Beamer, P.E., Public Services Director   
SUBJECT: M-54 License with the Wyoming Department of Transportation  
Water Distribution Line for the Topol Addition

Meeting Type & Date  
Regular Council Meeting  
July 2, 2019

Action type  
Resolution

Recommendation:

That Council, by resolution, execute a M-54 License with the Wyoming Department of Transportation (WYDOT), for installation of a water distribution line within WYDOT right-of-way to serve the Topol Addition.

Summary:

New commercial development is planned for the Topol Addition at the northeast corner of Wyoming Boulevard and Centennial Hills Boulevard. Installation of a water distribution line requires work within Wyoming Boulevard, a WYDOT controlled right-of-way.

As the water distribution line will ultimately be owned and operated by the City of Casper, WYDOT requires a license for this installation. The permit documents the conditions under which the facility may be installed and is required by WYDOT.

Financial Considerations

The cost for installation of the water line will be the responsibility of the developer.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Attachments

Resolution  
M-54 License

**TRANSPORTATION COMMISSION OF WYOMING and its  
WYOMING DEPARTMENT OF TRANSPORTATION**

**LICENSE**

**(Government, Municipality, Private, and Utility Company)**

1. **Parties.** The parties to this License are City of Casper, hereinafter referred to as Licensee, whose physical address is 200 N. David St., Casper, WY 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 8" PVC waterline to connect to an existing 16" waterline within Wyoming Highway 258 (Wyoming Boulevard). The proposed waterline will service a proposed commercial development. hereinafter referred to as Facility, located in:  
 Section(s) 13 Township 33 N Range 79W County (ies) Natrona  
 Route 258 Milepost (RM) 16.69 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 42.83524° Longitude -106.27052°

Exiting R/W: Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

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. The Licensee also agrees to include the nature, location and depth of the Facility 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 (2) feet from the approved horizontal alignment, the Licensee shall contact the respective district maintenance engineer and seek approval prior to making the deviation. The Licensee shall then file an amended exhibit.
- B. **Plan/Staking Sheet.** The Licensee shall attach the Engineering Drawing, and a plan sheet and/or staking sheet showing the proposed facilities to be placed within the Agency's right-of-way, designated Exhibit "A", which is attached to and incorporated into this License by this reference. 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:

(i) **PLAN VIEW REQUIREMENTS**

- (a) Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- (b) Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed
- (c) Existing major utility facilities.
- (d) Proposed Facility alignment with offset distances from either the roadway centerline or right-of-way line.
- (e) Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- (f) Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- (g) 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.
- (h) 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).
- (i) Legal description: Section, Township, and Range with North Arrow.
- (j) Reference new Facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- (k) 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.

(ii) **AERIAL HIGHWAY CROSS SECTION**

- (a) Low sag design clearance above the high point of the roadway.
- (b) Existing or proposed under-built facilities, including those by others.
- (c) 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.

(iii) **BURIED HIGHWAY CROSS SECTION**

- (a) 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.
- (b) If casing pipe or conduit is used, indicate by dimension where the casing will end.
- (c) 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 eleven inches by seventeen inches (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.

- C. **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.
- D. **Changes.** Any future alterations, modifications, or removals (Adjustments) of the Facility within the highway right-of-way, required and requested by the Agency, shall be completed without delay. These 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.
- E. **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.
- F. **Cancellation or Nullification.** The Licensee is required to notify the Agency in writing to cancel 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, which is incorporated into this License by this reference. 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*, which is incorporated into this License by this reference. 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 License.
- (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, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this License shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this License as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- (E) **Assignment Prohibited and License Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this License without the prior written consent of the other party. The Licensee shall not use this License, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- (F) **Award of Related Licenses.** The Agency may award supplemental or successor Licenses or permits for work related to this License or may award contracts to other contractors for work related to this License. The Licensee shall cooperate fully with other contractors and the Agency in all such cases.
- (G) **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.
- (H) **Entirety of License.** This Form M-54 License, consisting of five (5) pages; the attached Exhibits and Additional Stipulations, consisting of the pages stamped thereon; the *Wyoming Department of Transportation Utility Accommodation Regulations*; the Wyoming Department of Transportation's *Traffic*

Control for Roadway Work Operations manual; and the "As Constructed" Plans, represent the entire and integrated License between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this License and the language of any attachment, exhibit, or document incorporated by reference, the language of this License shall control.

**(I) Indemnification.**

**[For Private and Utility entities]** The Licensee shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Licensee's failure to perform any of Licensee's duties and obligations hereunder or in connection with the negligent performance of Licensee's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Licensee's negligence or other tortious conduct.

**[For Municipality and Government entities]** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

**(J) 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*.

**(K) 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.

**(L) Proof of Insurance.**

**[For Private, Utility, and Governmental entities not covered by WARM or LGLP]** 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.

Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

- (a) \$1,000,000.00 each occurrence;
- (b) \$1,000,000.00 personal injury and advertising injury;
- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

**[For Government entities that are self-insured]** A letter/document documenting the limits of liability shall be attached.

**[For Municipalities, the University of Wyoming, and other state or federal entities]** Licensee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.

**(M) Sovereign Immunity.**

**[For Private and Utility entities]** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this License and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this License 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.

**[For Municipality and Government entities]** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this License and the Licensee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this License 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.

- (N) 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.
- (O) Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this License.
- (P) 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. Failure to object to a breach shall not constitute a waiver.
- (Q) 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*.

**INTENTIONALLY LEFT BLANK**

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**

Charles Powell Mayor - City of Casper  
Printed Name and Title

Signature

Date

( ) -  
Office Number

( ) -  
Mobile Number

E-mail

**AGENCY**

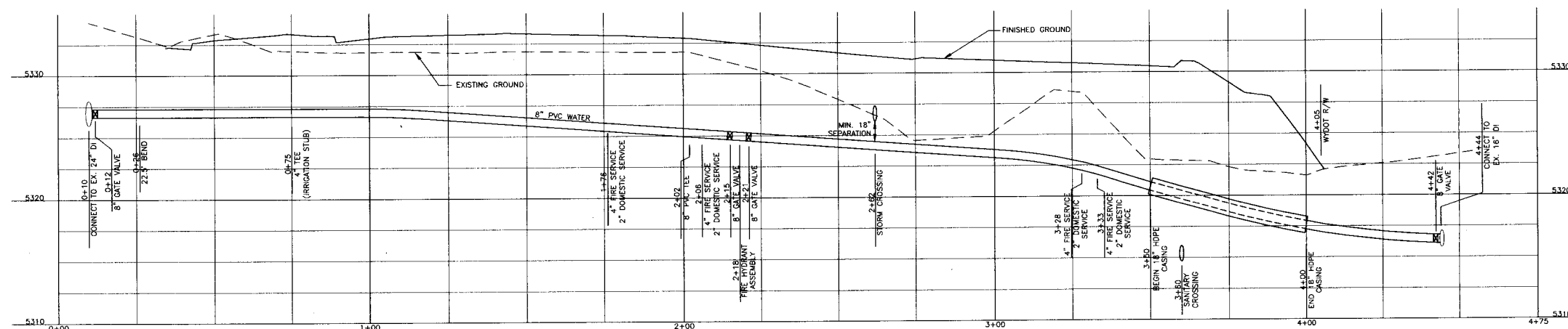
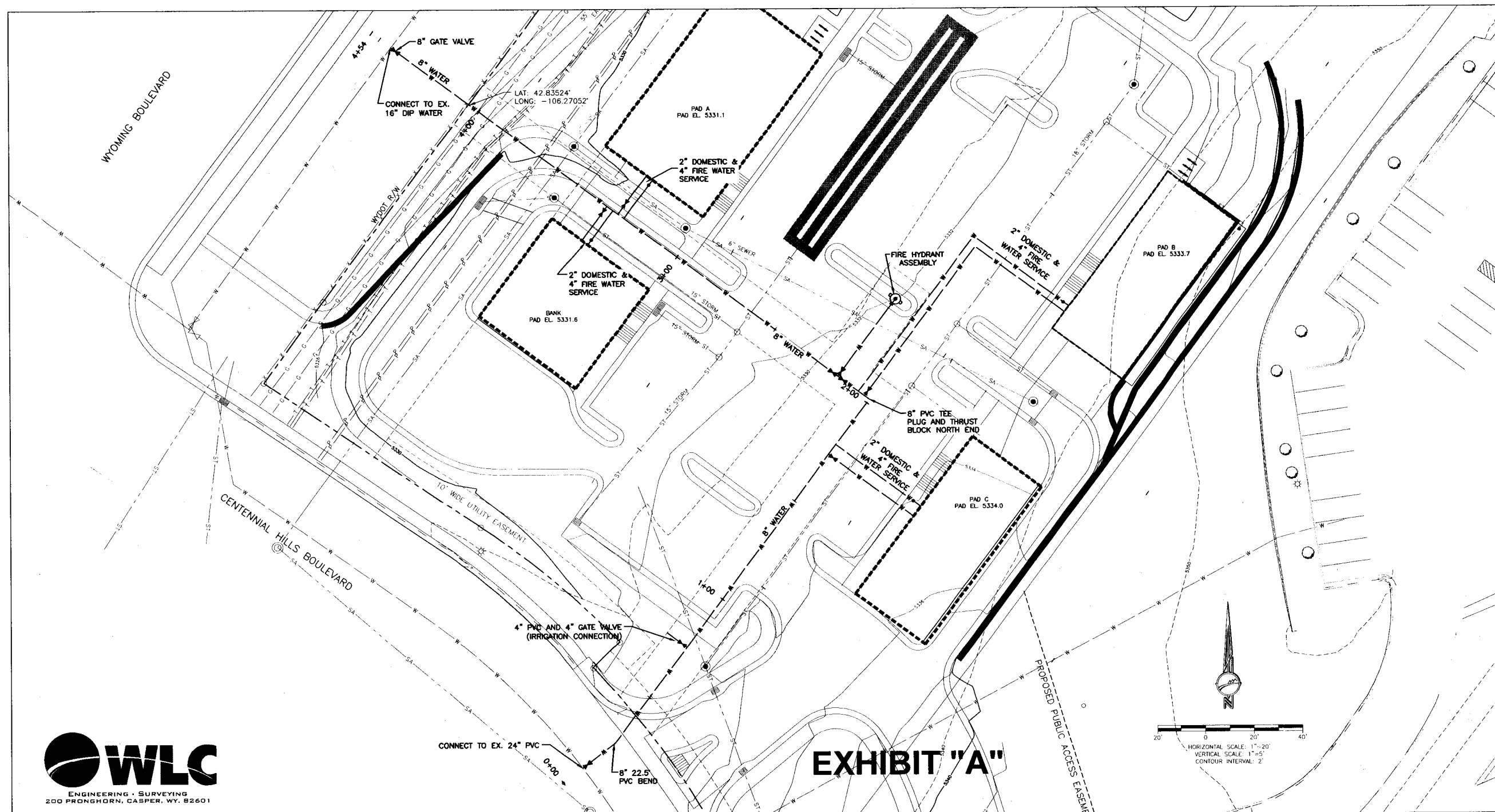
District Representative Printed Name and Title

Signature

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM Standard M-54 Template dated October 25, 2018.**  
(Original on file.)





RESOLUTION NO. 19-147

A RESOLUTION AUTHORIZING A M-54 LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF WATER DISTRIBUTION LINE TO SERVE THE TOPOL ADDITION.

WHEREAS, commercial development is planned for the Topol Addition requiring installation of a water distribution line; and,

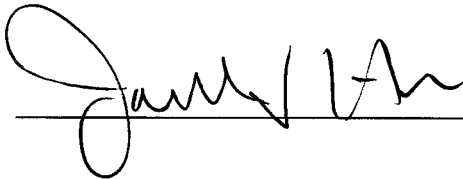
WHEREAS, construction of the water distribution line requires installation within Wyoming Department of Transportation right-of-way; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute a M-54 license with the Wyoming Department of Transportation for the Topol Addition.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager or Public Service Director for the City of Casper are hereby designated as the authorized representatives of the City of Casper, to act on the behalf of the Governing Body on all matters relating to the license agreement.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Fleur D. Tremel", is written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

June 18, 2019

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Andrew Beamer, P.E., Public Services Director AB  
Bruce Martin, Public Utilities Manager  
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Professional Services Contract with Civil Engineering Professionals, Inc. in the amount of \$197,500.00, for water system modeling and study for the City of Casper 2020 Water System Master Plan, Project No. 19-013.

Meeting Type & Date

Regular Council Meeting

July 2, 2019

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Professional Services Contract with Civil Engineering Professionals, Inc. (CEPI), for water system modeling and study related to the City of Casper 2020 Water System Master Plan, in the amount of \$197,500.00.

Summary

Over the past 60 years the City of Casper has relied upon water system master plans to plan and construct its water system to serve the residents in Casper and the surrounding area. The more recent plans were developed in 1982 (updated in 1997), and 2006. The 2006 plan was entitled "Casper Master Plan Level I Study" and was funded by the Wyoming Water Development Commission (WWDC). The 2006 Master Plan included water system growth projections, hydraulic modeling and system analysis, and recommendations for needed improvements to meet current and projected development in the system. There were 58 recommended improvements in the final report, ranging from short waterline installations to new or replacement booster stations and water tanks. Financial needs and recommendations were also presented.

The City of Casper and the greater Casper area have grown considerably even since 2006. With this new growth and development, the City of Casper desires to update its current 2006 Water System Master Plan with a new 2020 Water System Master Plan to determine future sizing and locations of new and/or modified water storage tanks, booster stations, and water transmission lines throughout the City of Casper.

Proposals were received from two consultants and CEPI was selected based on their experience with multiple systems and studies similar to this one, their specific understanding of the Casper area water system, and the excellent proposal they submitted. Their objective will be to study and document the existing water distribution system in Casper, including modeling of the Central Wyoming Regional Water System, and prepare a new master plan that will make recommendations for future corrections, upgrades and designs in a new City of Casper 2020 Water System Master Plan. The master plan study is expected to be complete by May 1, 2020.

Financial Considerations

The City's funding for this project will come from Water Fund Reserves.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department

Attachments

Resolution

Agreement

# **CONTRACT FOR PROFESSIONAL SERVICES**

## **PART I - AGREEMENT**

This Contract for Professional Services ("Contract") is entered into on this 2<sup>nd</sup> day of July, 2019, 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. Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming 82609 ("Consultant").

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

### **RECITALS**

- A. The City is undertaking a project to produce a new water system master plan.
- B. The project requires professional services for the engineering study and system modeling.
- C. The Consultant 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 Consultant for such services.

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

1. **SCOPE OF SERVICES:**

The Consultant shall perform the following services in connection with and respecting the project: See the attached Exhibit "A" (Scope of Services) and Exhibit "B" (Fee Proposal), both of which are attached hereto and made a part of this Agreement.

2. **TIME OF PERFORMANCE:**

The services of the Consultant shall be undertaken and completed on or before the 1<sup>st</sup> day of May 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Ninety-Seven Thousand Five Hundred Dollars (\$197,500).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

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

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

APPROVED AS TO FORM

Walter Smith

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
City Clerk

Charles Powell  
Mayor

WITNESS

CONSULTANT  
Civil Engineering Professionals, Inc.  
6080 Enterprise Drive  
Casper, WY 82609

By: Brandy Coyle

Printed Name: Brandy Coyle

Title: Admin Asst. City of Casper

By: Robert Bennett

Printed Name: ROBERT BENNETT

Title: PRESIDENT

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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



5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary 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 Consultant'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*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the 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 Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

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. Consultant agrees to indemnify the City, the City’s employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney’s fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any subconsultant thereof.

12. INTENT:

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

## **Scope of Services**

The scope of services is comprehensive and will provide the City of Casper with a complete Master Plan and system hydraulic model that will be an accurate, reliable, usable and comprehensive tool to serve the City in the management, planning, operation and maintenance of the water system that serves the community.

### **Task No. 1 – Project Meetings.**

- A. A Project Kick-Off Meeting shall be held at City Hall early in the project schedule to familiarize City staff with the scope of the project, and to obtain input from affected parties. CEPI shall prepare a presentation including some combination of projected presentation slides, large maps, personal hard-copy hand-outs and other visual aids to explain the project.
- B. Project Coordination Meetings shall be held at City Hall every other month for the duration of the project to update City staff on the progress of the master plan and to resolve any problems or questions related to the project. CEPI shall present any adjustments to the proposed schedule of the project during these meetings.
- C. A Project Completion Meeting shall be held at City Hall at the conclusion of the project to inform City officials during a City Council Work Session of the project findings and recommendations. CEPI shall develop the information and materials to be presented after consultation with City staff and shall include some combination of projected presentation slides, large maps, personal hard-copy hand-outs and other visual aids to explain the findings and recommendations.
- D. CEPI will host a hydraulic model training seminar for City staff.

### **Task No. 2 – Review and Summarization of Previous Data/Studies.**

CEPI shall collect and review all available background information regarding the Central Wyoming Regional Water System, to include existing reports, planning documents, agency surveys, plans/engineering drawings, and other sources of data relating to the water distribution system. This review shall also include information obtained from studies conducted for the Central Wyoming Regional Water System. Information obtained through this task shall be summarized and used to help direct project work.

### **Task No. 3 – Service Area Determination/Land Use Planning.**

CEPI shall, in coordination with City staff, identify the service area for this project. The Consultant shall also coordinate with City and County planners from the outset of project scoping and through the entire course of the study. Resources from which to assist the study include the comprehensive growth management plan, transportation master plan, GIS

coverages, etc. The Consultant shall utilize these resources to provide the framework from which the water master plan can build and synchronize similar components. The Consultant shall incorporate existing local land use plans into this study for the purpose of service area delineation.

#### Task No. 4 – Water Use/Demand Projections.

Using the City's data, the Consultant shall determine historic per capita demand rates. CEPI shall also determine the expected impact on per capita demand of any conservation measures planned by or recommended to the City. Per capita values are useful for projecting system-wide flow rates for the average day, monthly average, maximum day, maximum hour, and storage replenishment conditions. The Consultant shall determine annual variations in per capita water demands and reach agreement with City staff regarding the "dry year" demand rates that should be used for projecting future water requirements.

CEPI shall prepare population/demand projections for the service area. The projections shall be based on Department of Administration and Information population projections, industrial/commercial demand projections, and city/county planning office records and projections. The Consultant shall use this information to project future average day, monthly average, maximum day, maximum hour, fire-flow, and storage replenishment water use for the years 2020, 2025, 2030, and 2040. The projected demands shall be used to evaluate long term system expansion and water supply needs. A comparison shall be made of projected water demand compared to supply, including treatment capacity. Areas of potential future growth will also be designated. Issues regarding growth that will or may be affected by the choices made in building new water supply capacity will be highlighted, and resources cited. The goal will be to aid the City Council in making informed choices on interrelated growth and water supply matters. The issues examined regarding growth should include expected growth in county areas near the city, and county planning decisions or pending decisions on desired growth areas.

#### Task No. 5 – Inventory of Existing Facilities.

CEPI shall review the system and evaluate the need for transmission line rehabilitation and upgrades. The Consultant shall also evaluate pump station modifications and upgrades necessary for maintaining and improving the system. An evaluation of storage facilities shall be made and capacities defined. The condition of the various storage facilities shall also be documented. The Consultant shall review existing reports, plans and data, and shall interview key staff members in the completion of this task. In addition, a visual inspection of major facilities shall be made. The Consultant shall then produce a summary of existing water works facilities.

#### Task No. 6 – Hydraulic Modeling.

CEPI shall construct a hydraulic model of the City of Casper's Water Supply System. The Consultant shall coordinate with the City in the completion of this task and shall only use software agreed to by City staff. The Consultant shall evaluate the adequacy of the water



transmission and distribution system to meet current and future pressure and flow requirements. The Consultant shall consider municipal, industrial and fire flow needs in the evaluation. The model shall be detailed enough to satisfy the needs of the project in evaluating the adequacy of the existing system to meet current demands as well as in the evaluation of future growth scenarios, considering, but not limited to storage, transmission, water quality, pressures, transient analyses, etc. The model shall be constructed as a base line, aid in the operations plan, and shall be able to be expanded upon as the system grows.

At the conclusion of this project, the Consultant shall deliver to the City Engineering staff the water model in appropriate software electronic files, including all associated data, information, assumptions, instructions, etc. to equip the City to modify, expand and operate the water model in-house. The Consultant shall report to City staff the number of elements, including all fire hydrants and fire hydrant lead pipelines, included in the model for the purpose of equipping the City to purchase appropriately sized software to run the model.

#### Task No. 7 – Identification of Rehabilitation and Expansion Needs.

Based on the work completed in Tasks 1 through 7, CEPI shall identify the rehabilitation and expansion needs of the system. The Consultant shall determine the adequacy of the existing water storage and pumping systems and provide a recommended Capital Improvements Plan to maintain and, where needed, improve current service levels. The plan should be prioritized by immediacy, i.e. those requiring immediate attention and/or action (2020), those needs that are required to serve the year 2025 demands, then the year 2030 demands, and lastly those expected to meet year 2040 requirements. The recommended improvements to the system in the latter three scenarios shall be tied to projected population growth and/or water demand rates identified in Task 4.

#### Task No. 8 – Recommended Alternatives.

CEPI shall identify the recommended alternatives to meet the needs identified in Task 8. The alternatives will include water source identification, ownership, existing water right, and modifications required for efficient utilization, system layout, pumping requirements, etc. to accurately describe the facilities proposed. Needed improvements should be prioritized for consideration by the City of Casper. Proposed system improvements shall be summarized and provided in the draft and final reports. Reconnaissance level designs shall be prepared for the improvements.

#### Task No. 9 – Preliminary Cost Analysis.

CEPI shall provide cost estimates, including all design and construction components for specific improvements. The cost to end user calculations shall include all identified and recommended improvements. The Consultant shall provide permitting cost estimates to include all permits, easements, and clearances necessary for the project. These cost estimates shall be based on the year 2020 design and construction costs (including water supply, land acquisition, construction, permitting, meter installation, etc.), including

construction engineering services and construction contingencies as outlined in the project requirements listed above.

Task No. 10 – Reports and Executive Summaries.

CEPI shall submit to the City of Casper Engineering Office ten (10) copies of the draft report describing the results of all work completed in this study no later than April 10, 2020.

After receipt and incorporation of City staff review comments, the Consultant shall submit the final report to the City on or before May 1, 2020. The final report shall consist of five (5) hard copies and on (1) unbound reproducible original of both the final report and executive summary, three (3) USB flash drives containing the final report, executive summary, and supplemental/notebook materials in both Microsoft Word and Adobe Acrobat (PDF) formats. The executive summary shall outline the purpose, findings, recommendations and configuration of the project, and shall include detailed cost estimates. The summary should not exceed ten (10) pages. All reports will be stamped and signed by a professional engineer licensed in the State of Wyoming.



Friday, May 17, 2019

Mr. Scott Baxter, PE  
City of Casper Engineering Department  
200 North David  
Casper, Wyoming 82601

RE: Fee Proposals – 2020 Water System Master Plan Proposal

Dear Mr. Baxter:

Civil Engineering Professionals, Inc. (CEPI) is pleased to provide this letter and the attached detailed cost breakdown to serve as our price proposal for 2020 Water System Master Plan.

Our fee encompasses the task detailed in the RFP and our proposal; it includes the system evaluation, modeling, cost estimates, and draft and final report complete. Our total proposed project fee is \$197,500.00.

If you have any questions regarding our fee proposal, please feel free to contact me. We look forward to the opportunity to interview for this project and further discuss our team and our approach to performing the work.

Sincerely,  
*Civil Engineering Professionals, Inc.*

A handwritten signature in black ink, appearing to read 'Nicholas Larsen', is written over a horizontal line.

Nicholas Larsen, P.E.  
Project Manager

# 2020 WATER SYSTEM MASTER PLAN - CITY OF CASPER

Task/Subtask Description/Staff	Total Hours	Hourly Rate	Expenses	Total
<b>Task 1 Project Meetings</b>				
CEPI				
Principal	20	150.00	500.00	3,500.00
Project Manager	40	130.00		5,200.00
Design Engineer	20	110.00		2,200.00
Administrative		50.00		0.00
Survey Crew		160.00		0.00
Subconsultant/Misc.		1.00		0.00
<b>Subtotal Task 1</b>			<b>\$</b>	<b>10,900.00</b>
<b>Task 2 Review and Summarization of Previous Data/Studies</b>				
CEPI				
Principal	10	150.00		1,500.00
Project Manager	20	130.00		2,600.00
Design Engineer		110.00		0.00
Administrative		50.00		0.00
Survey Crew		160.00		0.00
Subconsultant/Misc.		1.00		0.00
<b>Subtotal Task 2</b>			<b>\$</b>	<b>4,100.00</b>
<b>Task 3 Service Area Determination/Land Use Planning</b>				
CEPI				
Principal	10	150.00		1,500.00
Project Manager	40	130.00		5,200.00
Design Engineer	60	110.00		6,600.00
Administrative		50.00		0.00
Survey Crew		160.00		0.00
Subconsultant/Misc.		1.00		0.00
<b>Subtotal Task 3</b>			<b>\$</b>	<b>13,300.00</b>
<b>Task 4 Water Use/Demand Projections</b>				
CEPI				
Principal	20	150.00		3,000.00
Project Manager	30	130.00		3,900.00
Design Engineer	30	110.00		3,300.00
Administrative		50.00		0.00
Survey Crew		160.00		0.00
Subconsultant/Misc.		1.00		0.00
<b>Subtotal Task 4</b>			<b>\$</b>	<b>10,200.00</b>
<b>Task 5 Inventory of Existing Facilities</b>				
CEPI				
Principal		150.00		0.00
Project Manager	20	130.00		2,600.00
Design Engineer	100	110.00		11,000.00
Administrative		50.00		0.00
Survey Crew		160.00		0.00
Subconsultant/Misc.		1.00	5,000.00	5,000.00
<b>Subtotal Task 5</b>			<b>\$</b>	<b>18,600.00</b>
<b>Task 6 Hydraulic Modeling</b>				
CEPI				
Principal	30	150.00	9,500.00	14,000.00
Project Manager	150	130.00		19,500.00
Design Engineer	140	110.00		15,400.00
Administrative		50.00		0.00
Survey Crew		160.00		0.00
Subconsultant/Misc.		1.00	5,000.00	5,000.00

# 2020 WATER SYSTEM MASTER PLAN - CITY OF CASPER

**Subtotal Task 6** \$ **53,900.00**

## Task 7 Identification of Rehabilitation and Expansion Needs

### CEPI

Principal	50	150.00		7,500.00
Project Manager	125	130.00		16,250.00
Design Engineer	40	110.00		4,400.00
Administrative		50.00		0.00
Survey Crew		160.00		0.00
Subconsultant/Misc.	1.00	5,000.00		5,000.00

**Subtotal Task 7** \$ **33,150.00**

## Task 8 Recommended Alternatives

### CEPI

Principal	35	150.00		5,250.00
Project Manager	40	130.00		5,200.00
Design Engineer	60	110.00		6,600.00
Administrative		50.00		0.00
Survey Crew		160.00		0.00
Subconsultant/Misc.	1.00			0.00

**Subtotal Task 8** \$ **17,050.00**

## Task 9 Preliminary Cost Analysis

### CEPI

Principal	10	150.00		1,500.00
Project Manager	20	130.00		2,600.00
Design Engineer	40	110.00		4,400.00
Administrative		50.00		0.00
Survey Crew		160.00		0.00
Subconsultant/Misc.	1.00			0.00

**Subtotal Task 9** \$ **8,500.00**

## Task 10 Reports and Executive Summaries

### CEPI

Principal	40	150.00	700.00	6,700.00
Project Manager	120	130.00		15,600.00
Design Engineer	50	110.00		5,500.00
Administrative		50.00		0.00
Survey Crew		160.00		0.00
Subconsultant/Misc.	1.00			0.00

**Subtotal Task 10** \$ **27,800.00**

**GRAND TOTAL PRICE PROPOSAL** \$ **197,500.00**

RESOLUTION NO. 19-148

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE 2020 WATER SYSTEM MASTER PLAN PROJECT.

WHEREAS, the City of Casper desires to secure a consulting firm specializing in drinking water system master planning; and,


WHEREAS, Civil Engineering Professionals, Inc., is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Civil Engineering Professionals, Inc., for the services more specifically delineated in the contract agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the contract, for a total amount not to exceed One Hundred Ninety-Seven Thousand Five Hundred Dollars (\$197,500).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

June 19, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with the United States Department of the Interior –  
Bureau of Reclamation (Reclamation) for Negotiation of a New Water Service  
Contract

Meeting Type & Date

Regular Council Meeting  
July 2, 2019

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Reclamation for negotiation of a new water service contract to replace an existing water service contract (No. 2-07-70-W0534), referred to as the “Tri-Party Agreement”, which expires April 15, 2022.

Summary:

The City of Casper (City) entered into a 40-year Water Service Contract (No. 2-07-70-W0534) with the Bureau of Reclamation (Reclamation) and the Casper-Alcova Irrigation District (District) on April 15, 1982. In accordance with the contract, Reclamation and the District agreed to supply the City with up to 7,000 acre-feet of water annually from the Kendrick Project water supply. The water supply was developed through conservation measures by a system improvement program. In return for this water supply, the City paid the District’s repayment obligation to the United States and the City paid for the system improvement program.

The Tri-Party Agreement, Article 4, states that the contract may be renewed upon written request by the City. By letter dated October 30, 2018, the City notified Reclamation of its intent to renew the agreement. Since this time, the City and Reclamation have had preliminary discussions on moving forward with negotiations to define a new water service contract.

An agreement is now needed to start in depth contract negotiations with Reclamation. This agreement is to identify and define the roles, work, and funding responsibilities of Reclamation and the City to negotiate the new water service contract.

Financial Considerations

Per the agreement, the City will pay \$15,000 to Reclamation to negotiate the new water contract. Funding will be from the Water Fund.

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution

City-Reclamation Agreement



**MEMORANDUM OF UNDERSTANDING  
No. 19AG660031**

**BETWEEN**

**U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**AND THE**

**CITY OF CASPER**

This Memorandum of Understanding (MOU) dated this 2<sup>nd</sup> day of July, 2019, is between the United States Department of the Interior, Bureau of Reclamation (Reclamation), and the City of Casper (hereinafter referred to as the "City"). The purpose of this MOU is to identify and define the roles, work and funding responsibilities of Reclamation and the City for the following request: to renew a water service contract for an amount not to exceed 7,000 acre-feet of supplemental water from the Kendrick Project.

**I. AUTHORITY**

Reclamation's authority for the acceptance of non-federal funds identified in this MOU is provided through the following authorities: Reclamation Act of 1902 (Act of June 17, 1902; 32 Stat. 388), as amended and supplemented; Reclamation Extension Act (Act of August 13, 1914; 38 Stat. 686), Fact Finders Act of 1924, Subsection N (Act of December 5, 1924; 43 Stat. 704), The Omnibus Adjustment Act (Act of May 25, 1926; 44 Stat. 636), and Reclamation Project Act of 1939 (Act of August 4, 1939; 53 Stat. 1187).

**II. PURPOSE**

In 1982, the City entered into Contract No. 2-07-70-W0534 (Contract) with Reclamation and the Casper-Alcova Irrigation District (District). The term of the Contract ends on April 15, 2022, and under the terms of Article 4.a, the Contract "may be renewed upon written request by the City to the Secretary and the District on or before January 1 of the last year of the term of this Contract...". The purpose of this MOU is for the United States to evaluate the City's request to renew Contract 2-07-70-W0534. The contract will be between the City and Reclamation in order for the City to continue to receive a water supply of up to 7,000 acre-feet from the Kendrick Project.

**III. ROLES AND RESPONSIBILITIES**

Reclamation's responsibilities will include the following:

1. Serve as the source of specific expertise in compliance with Federal laws and regulations.

2. Designate a point of contact(s) for all matters related to the contracting process, as well as compliance with National Environmental Protection Act (NEPA) and other applicable laws.
3. Participate in discussions with the City related to the work activities described herein.
4. Complete all internal documentation necessary to obtain authority to negotiate and execute the contract.
5. Participate in technical and/or negotiation sessions concerning the proposed contract action.
6. Prepare and have final approval of the environmental compliance documentation.
7. Draft the necessary documents for contract related actions.
8. Perform any other activity, or activities, that pertain to the purpose of this MOU.

The City's responsibilities will include the following:

1. Designate a point of contact(s) for all matters relating to the work activities described herein.
2. Participate in discussion with Reclamation related to the work activities described herein.
3. Provide information and documentation requested by Reclamation for the internal documentation and analysis.
4. Provide funds to Reclamation for work to be performed by Reclamation as described in this MOU.
5. Participate in technical and/or negotiation sessions concerning the proposed contract actions.

Common Responsibilities include:

1. Attend meetings as necessary.
2. Develop a schedule to accomplish the tasks identified in this MOU. The parties acknowledge and understand that the schedule developed is a target or a goal and that there are many influences outside the control of the signatories of the parties that could affect progress. The parties will work to resolve any issues that could delay the process and will meet periodically to update and revise the schedule as needed.

#### **IV. FEDERAL FUNDING**

There is no federal funding associated with the work covered by this MOU.

#### **V. NON-FEDERAL FUNDING**

The City will advance funds to Reclamation for the work associated with this MOU.

#### **VI. ADVANCEMENT OF FUNDS**

The City shall pay Reclamation for all its costs incurred as a result of activities performed through this MOU. In accordance with Anti-Deficiency Act (31 U.S.C. 1341 et seq.), funds must be provided to Reclamation in advance of activities performed by Reclamation personnel. The City shall advance to Reclamation its share of the funds necessary to accommodate Reclamation's expenditures for the work defined in section II, above. Payment of the City's share can be made in one lump sum, in partial payments prior to work being performed, or other methods as best conforms to the City's budgetary processes and fiscal year, as long as funds are received in advance of activities performed by Reclamation personnel.

Reclamation requests an initial payment of \$15,000.00 to begin performance of work under this MOU. This amount represents only an initial advance funding request, based on Reclamation's best estimate of costs at this time. It is understood that the estimated costs are preliminary and the actual cost may be more or less than estimated. A minimum balance of \$1,000.00 will be maintained in the MOU account to ensure a positive account balance. Whenever the balance falls below the minimum, Reclamation shall notify the City of the need for additional funds and the City shall promptly submit an additional advance. If the City fails to provide additional funds as requested, Reclamation will cease additional work until the additional funds are collected.

Any funds that have been advanced and not used shall be returned to the City without interest within 120 days of the completion of the work under this MOU or termination of the MOU.

#### **VII. TERMS OF MOU**

1. This MOU shall terminate upon the earliest occurrence of any of the following: (i) upon mutual agreement of the parties; or (ii) upon a thirty (30) day written notice of termination by either party to the other; or (iii) upon execution of the contract.
2. This MOU may be extended or modified only in a writing signed by each party.

#### **VIII. REPORTING**

Reclamation will provide quarterly reports to the City showing a summary of expenditures charged against funds advanced and to-date expenditures. The City may challenge any expenses that it deems to be excessive or unreasonable. If a challenge is asserted, Reclamation and the City will promptly meet to attempt to resolve the concerns.

## **IX. REQUIRED CLAUSES**

The Contract will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, sexual orientation, gender identity, or national origin. The City of Casper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, sexual orientation, gender identity, or national origin as provided by the terms of Executive Order 11246.

No member of or Delegate to the Congress, Resident Commissioner, or official of the City shall benefit from this MOU other than as a water user or landowner in the same manner as other water users or landowners.

## **X. CONFIDENTIALITY**

The City and Reclamation shall not release any information prepared by either party, subcontractor, or consultant under or pursuant to this MOU, and shall keep such information confidential until Reclamation and the City of Casper specifically approves releasing such information to the public.

## **XI. GENERAL PROVISIONS**

**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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

## **XII. KEY OR RESPONSIBLE PERSONNEL**

Brock Merrill, Natural Resource Specialist  
Wyoming Area Office  
Bureau of Reclamation  
705 Pendell Blvd  
PO Box 1630  
Mills, WY 82644  
307-532-1093  
bemerrill@usbr.gov

Bruce Martin, Public Utilities Manager  
City of Casper  
200 North David  
Casper, WY 82601  
307-235-7543  
bmartin@casperwy.gov

### **XIII. SIGNATURE PARTIES**

IN WITNESS WHEREOF, the parties have executed this MOU and agree to the terms and conditions on the date and year written below.

CITY OF CASPER:

ATTEST:

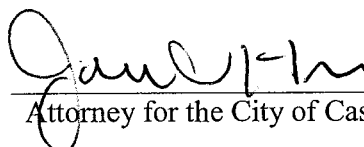
\_\_\_\_\_  
Charles Powell  
Mayor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Attorney for the City of Casper

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
GREAT PLAINS REGION  
WYOMING AREA OFFICE

\_\_\_\_\_  
Carlie A. Ronca  
Area Manager

\_\_\_\_\_  
Date

RESOLUTION NO.19-149

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF CASPER AND THE UNITED STATES  
DEPARTMENT OF THE INTERIOR – BUREAU OF  
RECLAMATION

WHEREAS, the City of Casper (City) entered into a 40-year Water Service Contract (No. 2-07-70-W0534) with Bureau of Reclamation (Reclamation) and Casper-Alcova Irrigation District (District) on April 15, 1982, and;

WHEREAS, in accordance with the 1982 Water Service Contract, Reclamation and the District agreed to supply the City with up to 7,000 acre-feet annually from the Kendrick Project water supply. The water supply was developed through conservation measures by a system improvement program. In return for this water supply, the City paid the District's repayment obligation to the United States and the City paid for the system improvement program, and;

WHEREAS, the current water service contract expires April 15, 2022, and;

WHEREAS, the City desires to enter into a new Water Service Contract with Reclamation, and;

WHEREAS, The purpose of this Agreement is to identify and define the roles, work, and funding responsibilities of Reclamation and the City to negotiate a new water service contract, and;

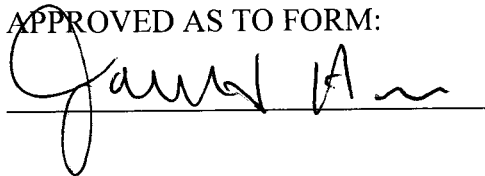
WHEREAS, such Agreement is deemed to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Agreement between the City of Casper and the Bureau of Reclamation for negotiation of a new water service contract is hereby approved.

BE IT FURTHER RESOLVED: That the City Manager, the Public Services Director for the City of Casper, or their designee, 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 the Agreement.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:



ATTEST:

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Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Charles Powell  
Mayor

June 12, 2019

TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Public Services Director  
Cynthia Langston, Solid Waste Division Manager  
Sean Orszulak, Solid Waste Superintendent

SUBJECT: Authorizing a Sole Source Contract for Professional Services with Recykling Industrial Repairs, Inc., in an amount not to exceed \$270,116 for the Baler Extension of Ejection Ram System Project.

Meeting Type & Date  
Regular Council Meeting  
July 2, 2019

Action Type  
Resolution

Recommendation:

That Council, by resolution, authorize a Professional Services Contract with Recykling Industrial Repairs, Inc. (RIR), in an amount not to exceed \$270,116, for Baler Extension of Ejection Ram System, Project No. 19-020.

Summary

Since replacing the balers in 2010, the City has raised safety issues with the operation of ejection rams on the balers in conjunction with the bagging system. The City balers are designed to operate with enough garbage in the ejection chamber to create two (2) bagged bales of garbage. When the ejection ram activates, one bale of garbage is ejected from the end of the chamber where it is bagged and received on a bagging conveyor. The garbage that remains serves as a spacer between the extended ejection ram and the end of the baler chamber.

The remaining garbage will be bagged after the next compaction cycle; however, at the end of a work shift the remaining garbage in the chamber must be removed to evacuate all garbage from the baler to prevent fires and maintain the baler in good working condition. The ejection ram length is not long enough to push the remaining garbage out; therefore, to remove the remaining garbage out of the baler at the end of the shift, an employee must enter the bale chamber, place a landscape timber or tires in the chamber to provide the additional space to eject the garbage onto the bagging conveyor. Prior to having the bagging system at the end of the ejection chamber, the garbage at the end of the day was dug out.

Employees entering the baler chamber is extremely dangerous and requires a lockout/tagout procedure where the baler is de-energized and the power to the baler is turned off, locked and tagged out. Because there is potential for human error and the consequence of making a lockout/tagout error is deadly, staff would like to eliminate the need for an employee to enter the ejection chamber.



To eliminate the need for an employee to enter the ejection chamber, the ejection ram needs to be long enough to eject the remaining garbage at the end of the day from the ejection chamber onto the bagging conveyor. To extend the ejection rams, a baler maintenance specialist is needed who is familiar with the City's balers, to acquire new ejection cylinders meeting current proprietary cylinder specifications and to modify the ejection chambers (referred to as Baler Ejector Platen).

Recykling Industrial Repairs, Inc. (RIR) are the only baler maintenance specialists familiar with the City's waste balers and who have an exclusive agreement with the proprietary cylinder manufacture; therefore, City Staff recommends awarding a sole source professional service contract to RIR.

#### Financial Considerations

Project funding is from Balefill Fund Reserves and included in the Balefill FY19 budget.

#### Oversight/Project Responsibility

Sean Orszulak, Superintendent of Solid Waste Operations

Cynthia Langston, Solid Waste Division Manager

#### Attachments

Resolution

Agreement

Exhibit A, B, C & D

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 2<sup>nd</sup> day of July, 2019, 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. Recykling Industrial Repairs, 50 W. Railroad Street, Milan, Georgia 31060 ("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 extend the baler ejection rams.
- B. The project requires professional services for the ejection ram systems on each of the two (2) garbage balers to be modified so bales of garbage will be pushed out of the enviro baler system; Project 19-020.
- 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:

- A. Onsite Job Tasks.

Tasks shall be performed as set forth in Exhibit A.

B. Provide One (1) Year Manufacturer Warrantee on Eject Cylinders

Contractor shall perform cylinder performance testing as described herein (see Section 1. C below, titled "Eject Cylinder Performance Testing"). The City shall record performance parameters and conditions after 60 days of operation for each cylinder as described herein, Section 1.C.

Any failures of a drift test shall be reported to the Contractor within 24 hours of the test, and shall be accompanied by a written report of the circumstances of the claimed test failure. See Exhibit B for details of the one (1) year cylinder manufacturer warrantee.

C. Eject Cylinder Performance Testing

The Contractor and the City agree the eject cylinder performance testing shall be performed as follows:

1. The manufacturer shall provide written results of a cylinder bypass test (drift test) performed at the completion of manufacturing and before shipment. The drift test shall be performed in a manner using best practices for the industry and the drift test shall demonstrate each of the cylinders to be in good operating condition. The testing method used shall be described in the written results (Not just pass/fail). The results shall also contain a statement the cylinders were manufactured specifically for the City and all components were new and not repurposed in any manner.
2. The cylinders, upon arrival at the City Solid Waste Facility, shall be drift tested at Brake Supply, Inc. or another reputable hydraulic shop in the immediate area to further confirm the condition of the cylinders. The drift test shall be performed at a minimum of every six inches of cylinder travel, at 1000 pounds per square inch with oil at normal operating temperature (not cold) and held for no less than one minute. Rod movement during the drift test shall be considered a failure.
3. The cylinder rod end (pin end) shall be monitored by City staff during the drift test for a period of no less than an hour in different positions, and show no rotational movement indicative of a bent rod.
4. Once the cylinders are installed in the ejection system of the balers, the cylinders shall be monitored and data logged to compile a base line data set. The parameters and operating conditions shall be agreed to by the Contractor and City and shall include, at a minimum, the following: (a) Pressure, (b) Cycle time, (c) Consistent load (either pushing the head only or a load of equal weight), (d) Oil temperature, and (e) Identical programming and valve settings.

5. The base line data set shall demonstrate the performance of each new cylinder is performing satisfactorily under normal operating conditions.

6. After 60 hours of operation for each cylinder, the City shall monitor and data log the same parameters under the same conditions of the base line data set. Results will then be compared to the base line data set. Any change in the comparison of the base line data set and the after 60 hours of operation data set that is considered significant by the City shall require removal of the cylinder, and a second drift test to confirm or negate a problem.

D. Provide One (1) Year Contractor Warrantee on Ejector Platen

Contractor shall provide a one (1) year warrantee on the ejector platen to guarantee its performance as intended with no foreseeable issues (see Exhibit C). If the ejector platen fails to perform as intended, Contractor will repair as needed including required programming. It is only valid as a Contractor repair or a Contractor approved repair. The warrantee covers defects in material and faulty workmanship. No collateral damage to other components on the machine are covered. No freight cost or no lost production cost are covered under the warrantee.

E. Execute City Leasing Agreement

Exhibit D, a City leasing agreement shall be signed/executed on the day of arrival into the City of Casper. Contractor shall sign Exhibit D, a City lease, for five (5) Contractor employees to be housed for twenty-eight (28) days.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 8<sup>th</sup> day of October, 2019.

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 Two Hundred Ninety-Two Thousand One Hundred Sixteen Dollars (\$292,116).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the 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 and that it is entitled to receive the amount requested under the terms of the Contract (see Exhibit A). Fifty percent (50%) of payment is due prior to arrival onsite in Casper, twenty five percent (25%) of payment after successfully completing drift tests for both eject cylinders in Casper, twenty percent (20%) of payment after one month of successful baling waste, and the remaining five percent (5%) of payment after 60-days of successful baling waste for each cylinder herein described in Section 1.C.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Recykling Industrial Repairs, Inc.  
Eject Ram Extension

19-020

Page 4 of 12

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

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Recykling Industrial Repairs, Inc.

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

By: Mike Crumley

Printed Name: \_\_\_\_\_

Printed Name: MIKE CRUMLEY

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

Title: OWNER

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

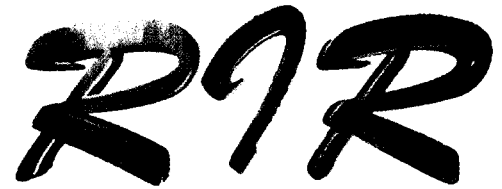
15. EXHIBITS:

Exhibits A, B, C and D, which are referenced in this Contract, are hereby made a part of this Contract as though fully set forth.

Recykling Industrial Repairs, Inc.  
 50 W Railroad Street  
 Milan, GA 31060  
 mike.crumley@ririnc.com

# EXHIBIT A

## Cost Estimate for Extending the Casper Ejection Rams



Customer: City of Casper  
 1886 N. Station Road  
 Attn: Sean Orszulak  
 Casper, WY 82609

Cost Quote good for 30-days  
 Estimate 1152, 06/03/19

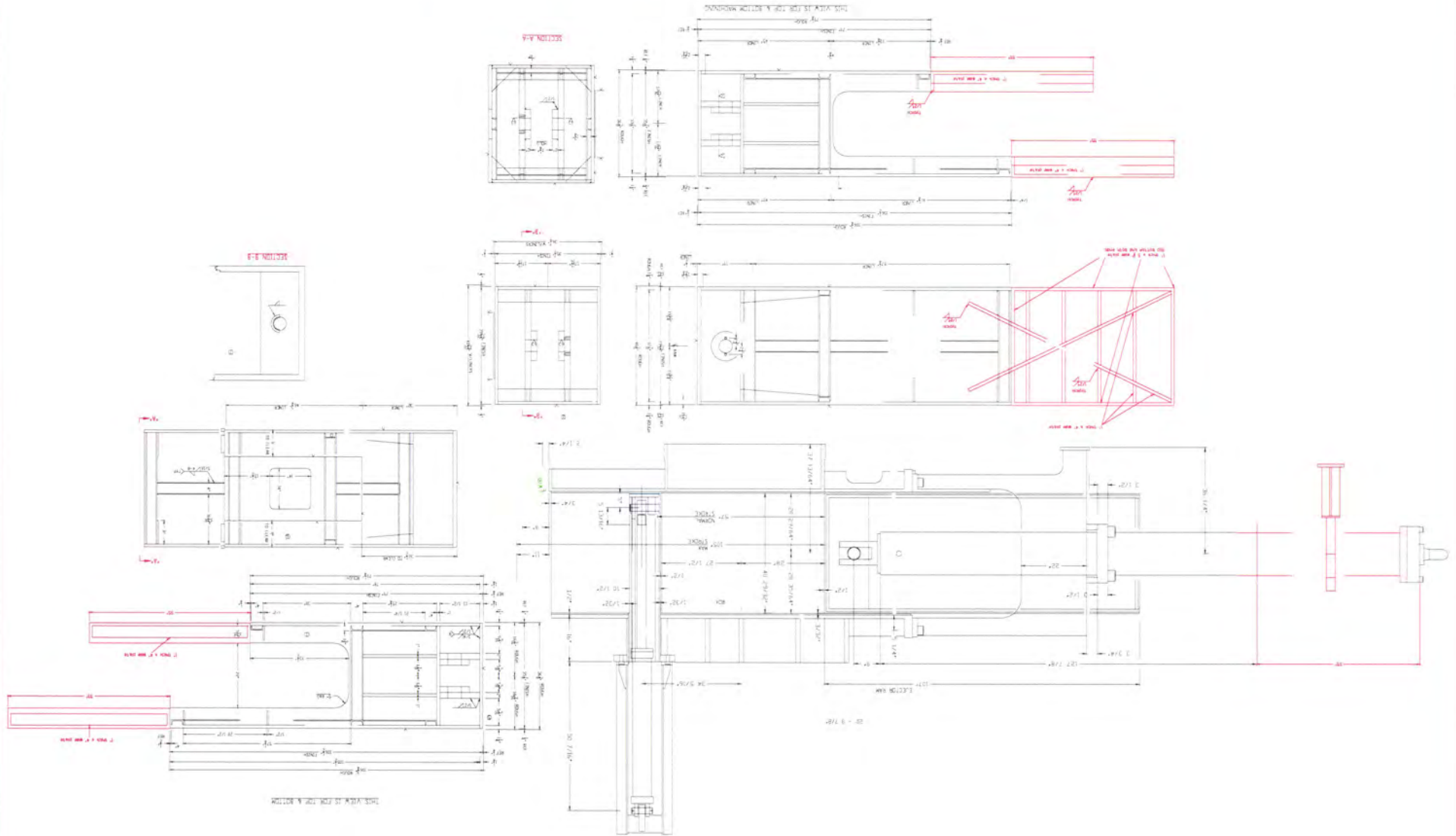
DESCRIPTION OF WORK	QUANTITY	RATE	PROJECT COSTS
<b>Task 1: City Responsibilities</b> A. Procures structural, steel liner and miscellaneous materials cutting and weld gas and has on-site by July 8, 2019. B. Removes the ejector ram platen and old ejector ram cylinder by July 8, 2019. C. Provides all needed lifting equipment.	2 Balers	City Procures	NA
<b>Task 2: Places Order to C &amp; L Cylinders to Manufacture New Ejector Cylinders</b>  <i>New ejector cylinders 12" x 8" x 160" travel with the proprietary Teflon style piston head that helps protect the cylinder from damage at high pressure and are known to last for many years of use. Also, includes new brass front bushings and polypack seals. Includes \$4,500 for shipping.</i>	2 Balers	\$60,983.00	\$121,966.00
<b>Task 3: Travel to and From Jobsite (5 RIR Workers - includes mileage)</b>			\$15,800.00
<b>Task 4: Arrives onsite July 9, 2018 at 7 a.m. and Inspects Jobsite and Makes a Work Schedule Plan with Sean Orszulak</b>  <b>Task 5: Removes Liners on Ejector Ram Platen</b>  <b>Task 6: Prepare Ejector Platen for Additional Steel (furnished by the City of Casper) to Extend the Stroke of the Platen from 105 inches to 160 inches</b>  The bales will be pushed out of the enviro baler system as shown on attached drawings (pdf of the autoCAD drawings)  <b>Task 7: Remove Cylinder Mount from the Baler and Add a 30 inch Extension to accommodate the new cylinder with a 160" stroke</b>  <b>Task 8: Cut and Install New Liner Material (furnished by the City of Casper) on the Rebuilt Ejector Platen</b>  <b>Task 9: City arranges Drift Test for each Cylinder</b>	13 days/baler  August 19, 2019 – September 17, 2019 (Mon – Sat, weekly)		

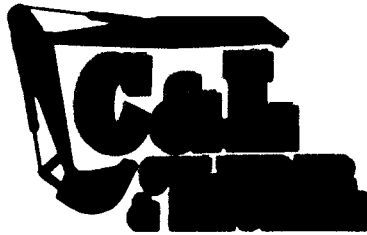
Task 10: <u>Install New Cylinder and Cut Pipes and Reroute the Pipes (pipe material furnished by the City of Casper) for New Extended Cylinder</u>			
Task 11: <u>Install Rebuilt Ejector Platens</u>			
Task 12: <u>Perform Performance Testing for each Baler Cylinder</u>			
Task 13: <u>Modify Programming to Set for the Additional 55 inches of Stroke on New Ejector Cylinder and Platen</u>			
<b>Service Labor Costs</b>	<b>2 Balers</b>	<b>\$62,925</b>	<b>\$125,850.00</b>
<i>Food &amp; Miscellaneous Per Diem (5 employees @ \$55/day for 30 days)</i>			<i>\$8,250.00</i>
<i>Room Rental at City owned Miller House for 5 employees for 28 days/1 month – lease agreement required; \$3,000 pay to City.</i>			<i>\$3,000.00</i>
<b>SUBTOTAL -- \$274,866.00</b>			<b><u>\$274,866.00</u></b>
Fifty percent (50%) of payment is due June 26, 2019. <b><u>\$137,433.00</u></b>			
Twenty percent (25%) of payment is due after cylinder drift testing is successfully completed, task 9. <b><u>\$68,716.50</u></b>			
Twenty percent (20%) of payment is due after one month of successfully baling trash with modified ejection cylinders, September 5, 2019. <b><u>\$54,973.20</u></b>			
Five percent (5%) of payment is due after comparison of the base line data set and the after 120 hours of operation data set is considered acceptable by the City, approximately October 8, 2019. <b><u>\$13,743.30</u></b>			
<b><u>Contingency for Staying at a Hotel</u></b>			<b><u>\$17,250.00</u></b>
<b><u>TOTAL PROJECT COST -- \$292,116</u></b>			<b><u>\$292,116.00</u></b>





ALL LINES WILL BE REMOVED AND SUB STRUCTURES WILL BE PRESERVED TO ACCEPT THE NEW ADD-ON STRUCTURE WHICH WILL BE BUILT OUT OF 1" THICK PLATE OR DIFFERENT WIDTHS THAT WILL BE WELDED TOGETHER WITH A 6" TUBES. THE NEW LINES WILL HAVE NEW LINES AND DUCTS. APPROX. THE WELDED CONNECTION POINT TO ADD STRUCTURE.





10 West First St. SE.  
PO Box 129  
Lindale, Ga 30147  
(770) 317-6009

**C&L Cylinder and Machine, LLC warranty statement**

New Products: C&L Cylinder and Machine, LLC. warrants that its products shall be free from defects in material and workmanship for 12 months, from the date of shipment, under normal use and service. This warranty shall not apply to any good that has been subject to alteration, accident, abuse, misuse or failure to follow C&L Cylinder's instruction for installation, operation or maintenance.

No transportation or travel cost are covered in this warranty.

No collateral damage will be covered.

No loss of production will be covered.

Total monetary limit of coverage shall not exceed purchase price.

This warranty is expressly in lieu of any other express or implied warranty. C&L Cylinder and Machine, LLC's only obligation under this warranty shall be, at its sole election, to either repair or replace new products determined to be defective within 12 months after shipment date.

Regards,

Eddie Terry  
Owner

## Reeykling Industrial Repairs

50 West Railroad Street  
Milan, Georgia 31060  
2293620014  
mike.crumley@ririnc.com

May 3, 2019

City Of Casper  
1886 North Station Road  
Casper, WY 82604

Warranty for extending the Ejector Ram Platens:

The warranty is 1 year from completion date. The ejector platen is guaranteed to perform as intended with no issue foreseeable. If the ejector platen fails to perform as intended RIR will repair as needed. It is only valid as a RIR repair or RIR approved repair. It covers defects in material and faulty workmanship. No collateral damage to other components on the machine are covered. No freight cost, no lost production cost are covered.

Sincerely yours,

Mike Crumley

A handwritten signature in black ink, appearing to read "Mike Crumley", with a long, sweeping horizontal stroke extending to the right.

## EXHIBIT D



### RESIDENTIAL LEASE-RENTAL "AGREEMENT"

The City of Casper, hereinafter referred to as Owner, hereby acknowledges receipt from, Mike Crumley, owner of Recykling Industrial Repairs, Inc. (RIR), hereinafter referred to as Tenant, the sum of Five Hundred Dollars (\$500.00) as damage, cleaning, and security deposit.

Tenant offers to rent from the Owner five (5) rooms of the Miller Street Dormitory, which is situated in the City of Casper, County of Natrona, State of Wyoming, at 4131 Miller Street. The amount of the first rental period for this Agreement will be Two Thousand Five Hundred Dollars (\$2,500.00) for a 28 day period for five (5) rooms, Five Hundred Dollars (\$500.00) per person.

1. **OWNER'S AGENT:** For the purposes of this Agreement, the Owner's Agent will be the Finance Director of the City of Casper, unless otherwise stated.
2. **TERM:** Tenancy will be on a month-to-month basis. Tenancy will begin on the move-in date as agreed to. Tenancy will end on the move-out date, which will be established as per Section 26 of this contract, which is titled "MOVE-OUT DATE".
3. **PRORATED RENT:** If the move-in date occurs on any date other than the first day of the month, then the first rental payment will be prorated to a proportion of the rent that is equal to the proportion of the month remaining after the move-in date. If the move-out date occurs on any date other than the last day of the month, then the last rental payment will be prorated to a proportion of the rent that is equal to the proportion of the month prior to the move-out date.
4. **RENT:** The first rent payment shall be due on the move-in date.
5. **PLACE OF PAYMENT:** Rent will be delivered, either in person or by mail, to the Customer Service Desk in the City Hall Building, City of Casper, at 200 North David Street, Casper, Wyoming, 82601.
6. **LATE PAYMENT:** In the event rent is not paid within five (5) days after the due date, Tenant agrees to pay a late charge of Twenty-Five Dollars (\$25.00). Tenant further agrees to pay Twenty-Five Dollars (\$25.00) for each dishonored bank check. The later charge period is not a grace period and Owner is entitled to make written demand for any rent if not paid when due (see Section 21. "DEFAULT"). Any unpaid balance, including late charges, will bear interest at ten percent (10%) per annum, or the maximum rate allowed by law, whichever is less.
7. **SINGLE OCCUPANCY:** It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement.
8. **UTILITIES:** For Dormitory style units that consist of private sleeping areas but shared restroom and cooking facilities, the Owner will pay utility bills for natural gas, electric, sanitation, water service, and sewer service associated with the property.
9. **USE:** Each room of the Miller Street Dormitory will be used exclusively as a residence for

no more than one (1) person. Guests staying more than a total of seven (7) days in a month without written consent of Owner will constitute a violation of this Agreement.

10. **ANIMALS AND SMOKING:** No animals will be brought on the premises without the prior consent of the Owner, which will be in writing in an addendum to this lease and an additional deposit may be required. Smoking is not allowed on the premises or within ten (10) feet of any door to the premise at any time. If it is apparent that smoking occurred during tenancy, the cost of cleaning will be deducted from the deposit.
11. **HOUSE RULES:** Tenant agrees to abide by all house rules, whether adopted before or after the date of this Agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas.
12. **ORDINANCES AND STATUTES:** Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises.
13. **ASSIGNMENT AND SUBLETTING:** Tenant will not assign this Agreement or sublet any portion of the premises.
14. **MAINTENANCE, REPAIRS OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated. Tenant will, at his/her own expense, maintain the premises in a clean and sanitary manner and will surrender the same, at termination, in as good condition as received, normal wear and tear expected. Tenant will be responsible for damages caused by his/her negligence and that of his/her family, invitees, and guests. Tenant will not paint, paper or otherwise redecorate or make alterations to the premises without prior written consent of the Owner. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any Tenant in the building. Owner will be responsible for the cost of any retrofitting required by government agencies.
15. **INVENTORY:** Any furnishings and/or equipment to be furnished by Owner will be listed in a special inventory. The inventory will be signed by both Tenant and Owner concurrently with this Lease. Tenant will keep the furnishings and equipment in good condition and repair, and will be responsible for any damage to them other than normal wear and tear.
16. **DAMAGES TO PREMISES:** If the premises are damaged by fire or from any other cause which renders the premises untenable, either party will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his/her invitees, then only the Owner will have the right to terminate. Should this right be exercised by either Owner or Tenant, then rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to Tenant. If this Agreement is not terminated, the Owner will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the time during which the repairs prevent Tenant's reasonable use of the premises.
17. **TERMINATION:** Owner reserves the right to immediately terminate this Agreement if Tenant or his/her invitees, in the judgment of the Owner, damages the property or its contents or violates any rule, regulation, ordinance, or statute relating to his or her use of the premises. Tenant agrees to peacefully surrender occupancy of the premises, and

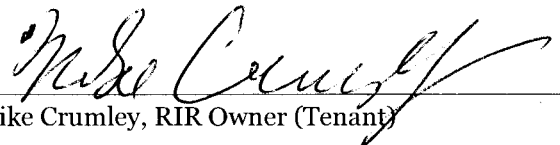
remove personal belongings.

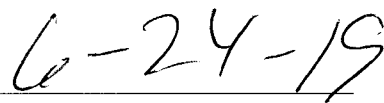
18. **ENTRY AND INSPECTION:** Owner will have the right to enter the premises at any time.
19. **INDEMNIFICATION:** Owner will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused. It is understood that Owner's insurance does not cover Tenant's personal property or improvements.
20. **PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement date set forth above, Owner will not be liable for any damage caused, nor will this Agreement be voidable; but, Tenant will not be liable for any rent until possession is delivered. Tenant may terminate this Agreement if possession is not delivered within (five) 5 days of the established move-in date.
21. **DEFAULT:** If Tenant fails to pay rent when due, or perform any provision of this Agreement, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his/her option, may terminate all rights of Tenant unless Tenant, within said time, cures such default. If Tenant abandons or vacates the property while in default of the payment of rent, Owner may consider any property left on premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises will be subject to a lien for the benefit of Owner securing the payment of all sums due, to the maximum extent allowed by law. Owner likewise reserves the right to seek a legal judgment to garnish Tenant's wages in order to cure the default.

In the event of a default by Tenant, Owner may elect to: (a) continue to lease in effect and enforce all its rights and remedies, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages Owner may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the rental payments due for the original duration of the lease.
22. **SECURITY:** The \$500 cleaning, damage and security deposit will secure the performance of Tenant's obligations. Owner may, but will not be obligated to, apply all portions of said deposit on account of Tenant's obligations. Any balance remaining upon termination will be returned to Tenant as described in section 23, DEPOSIT REFUNDS. Tenant will not have the right to apply the security deposit to the payment of the last month's rent. Security deposit will be held by the City of Casper, Support Services Department.
23. **DEPOSIT REFUNDS:** The balance of all deposits will be refunded within thirty (30) days (or as otherwise required by law), from the move out date, together with a statement showing any charges made against such deposits.
24. **WAIVER:** Failure of Owner to enforce any provision of this Agreement will not be deemed a waiver. The acceptance of rent by Owner will not waive his/her right to enforce any provision of this Agreement.
25. **NOTICES:** Unless otherwise provided, any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, to Tenant at the premises, to Owner at the address shown in the signature block, or at such

other places as may be designated in writing and attached hereto by the parties from time to time. Notice will be deemed effective five (5) days after mailing, or on personal delivery.

26. **MOVE-OUT DATE:** Unless otherwise terminated, the rental will end on a move-out date that is selected by the Tenant.
27. **TIME:** Time is of the essence of this Agreement.
28. **ATTORNEY'S FEES:** In any action or proceeding involving a dispute between Owner and Tenant arising out of this Agreement, each party shall be responsible for their own legal costs, fees, and expenses.
29. **FAIR HOUSING:** Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, religion, color, sex, family status, sexual preference, handicap, or national origin.
30. **CITY EMPLOYEE HOUSING POLICY:** By accepting this Agreement, the Tenant also acknowledges that they have read and will abide by all of the provisions in the City of Casper Employee Housing Policy (see Attachment "A").
31. **INSURANCE:** The Owner has insurance on the property, but not on the Tenant's possessions. Tenants are aware that they should make arrangement for insurance on their personal property.
32. **GOVERNMENTAL CLAIMS ACT:** The Owner 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.
33. **ENTIRE AGREEMENT:** The foregoing constitutes the entire Agreement between parties and may be modified only in writing signed by all parties.

  
Mike Crumley, RIR Owner (Tenant)

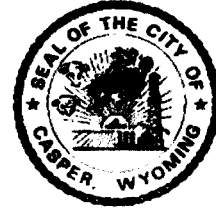
  
Date

\_\_\_\_\_  
Tom Pitlick, Finance Director, City of Casper

\_\_\_\_\_  
Date

## Attachment A

### City of Casper Miller Dormitory Housing Policy



#### I) Intent of this Program

It is understood there is a lack of affordable temporary housing within the City of Casper, and this has impacted the City's cost to house out-of-town City contractors. For that reason, the City hereby enacts this program for the purpose of facilitating reduced contractor housing costs by providing adequate short term housing for its current and potential contractors.

#### II) Tenant Application and Selection

- 1) Housing is not guaranteed. The City's stock of dormitory style housing is extremely limited, and it is expected that housing will not be available for all qualified applicants.
- 2) New City contractors who began work within the last thirty (30) days and incoming contractors who have not yet started working, but who have signed a City contract, will be eligible to file an application for the Miller Dormitory. The term "contractor" includes employees of a City contracted organization, as the terms are defined by the City of Casper Finance Services Department.
- 3) Prospective tenants must submit a **Tenancy Application** to the Finance Services Director. Forms for the Tenancy Application will be available on the City's website and at the Finance Division office in City Hall. The Tenancy Application will include such information as the tenant's name, position, and current housing situation.
- 4) When housing units become available, qualifying City employees will receive preference over City contractors. Housing units will be offered to qualifying contractors on a first come, first served basis.
- 5) The contractor will be required to sign a Rental Agreement before moving into a City-owned housing facility.



### **III) Rent**

- 1)** Rent at the **Miller Street Dormitory** will be set at upon approval of eligibility or within a City contract.
- 2)** Rent is due on the first day of the month. If the tenant begins their residency in the building on a day other than the first of the month, then the first month's rent will be prorated and will be due on the first day of residency. A partial month of less than 15 nights will not be counted for the purposes of escalating the rent.
- 3)** Rent will be payable at the Municipal Utility Customer Service Desk of the City Hall Building at 200 North David Street, Casper, Wyoming.
  - A)** Failure to pay rent on time may incur late charges, interest charges, and/or eviction as per the rental Agreement.
- 4)** If the tenant's last day of tenancy does not occur on the last day of the month, then a refund for the last month's rent will be issued to the tenant on a prorated basis. The refund, if any, will be sent to the contractor within thirty (30) days of their move-out date.
- 5)** All rent collected will be deposited in the City's Housing Account. The City Housing Account will be used to pay for routine expenses associated with the Housing Program.

### **v) Utilities**

- 1)** For Dormitory style units that consist of private sleeping areas but shared restroom and cooking facilities, the city will pay utility bills for natural gas, electric, sanitation, water service, and sewer service associated with the property.
- 2)** The City's utility expenses will be paid from the City Housing Account.

## **V) Security Deposit**

- 1)** Security deposits will vary depending on the residential unit.
  - A)** Residents at the Miller Street Dormitory will be required to pay a \$500 security deposit on or before their move-in date.
- 2)** Security deposits will be used for repairs and replacements at the residence that can be attributable to misuse. Residents will not be responsible for damages that occur through normal wear and tear.
- 3)** If damages occur to the facility as a result of misuse, the Buildings and Structures Superintendent will attempt to determine which individual tenant was responsible for the damage. If a single responsible tenant can be identified, to a reasonable degree of certainty, as the responsible party, then the damages will be deducted from that tenant's security deposit. If the damages cannot be clearly attributed to one particular tenant, then the security deposit from each of that facility's residents will be drawn upon equally to cover the damages.
- 4)** Any remaining balance of the security deposit will be refunded to the Tenant within thirty (30) days of their move-out date.
- 5)** In the event that one or several tenants negligently or deliberately caused damages in excess of the security deposit(s), the city reserves the right to take legal action in order to recover the unmet balance.

## **VI) Resident Responsibilities**

- 1)** In order to best promote housing units as a safe and pleasant place to live, Tenants will be responsible for keeping their units **clean and orderly**. This includes both private and common areas.
  - A)** The city will have the right to perform **inspections** of the housing facility upon twenty-four (24) hours' notice prior to the inspection. Inspections can be made of both private and public areas of the facility.
  - B)** Inspections may also be conducted without notice upon verbal permission of the Tenant. For common areas, permission from any tenant of the facility will be sufficient to allow inspection access to the facility. For private areas, only the Tenant who resides in that private area will be allowed to grant permission for an inspection without prior notice.

- c)** The city may enter the facility, including both private and public areas, without permission in the event of an emergency situation or to make necessary repairs.
- 1) Single Occupancy:** The Miller Street Dormitory can provide housing for up to five (5) contractor personnel simultaneously. Each resident will be allowed one private room and rights to share the public areas of the dormitory. Multiple occupants residing in one room will not be allowed without prior written approval from the City Manager or his or her designee.
- 2)** The City will not be liable for any damaged or missing personal items kept in any of the city-owned Housing facilities. Tenants are encouraged to purchase a renter's insurance policy.
- 3)** Tenants will not paint or alter their residence without the express written permission of the Buildings and Structures Superintendent. Up to six nails (or hangars of similar size) may be used in the Tenant's private room for the purposes of hanging pictures or decorations.
- 4) Complaints Against Other Tenants:** All tenants are strongly encouraged to work out their own disputes with their co-tenants. As co-tenants and co-workers, it is expected that the persons living in City housing will demonstrate the mutual respect and communication skills necessary to resolve their own disputes.
- 5) Tenants who fail to meet their responsibilities** as detailed in this document and the housing Agreement may be subject to eviction.

## **VII) Maintenance and Repairs**

- 1)** Repairs will generally be conducted by Buildings and Structures employees (Admin Services Dept.) or by a private contractor that has been retained for this duty. Repairs and maintenance to these residential facilities will be conducted expeditiously so as to minimize the inconvenience of the tenants.
  - A)** Repair and maintenance expenses will be paid for from the City Housing Account.
- 2)** Buildings and Structures will supply facilities with basic maintenance items such as snow salts, shovels, brooms, cleaning products, and other items as deemed necessary for that facility. These items and supplies will be purchased with funds from the City Housing Account.

## **VIII) Termination of Agreement**

- 1)** Tenants who wish to move out of City owned housing may do so upon two (2) days written notice.
- 2)** On or about the last day of residency, the Building and Structures Superintendent (or his/her designee), will inspect the premises to check for damages, to ensure that all personal items have been removed, and to verify that the Tenant's private residential areas have been thoroughly cleaned. Costs for additional cleaning, for storage of personal items, repairs and/or replacements will be charged against the damage deposit.
- 3)** If a residential facility is damaged by fire or from any other cause which renders the premises untenable, either the City Manager or the tenant will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party within fifteen (15) days after the occurrence of such damage.
- 4) Termination of City Employment:** Upon termination of contractor's contract with the City, tenant will have two (2) days to vacate the property. Rules regarding damage deposit refunds and the last month's rent will be in effect as normal.

RESOLUTION NO.19-150

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH RECYKLING INDUSTRIAL REPAIRS, INC., FOR THE BALER EXTENSION OF EJECTION RAM SYSTEM PROJECT.

WHEREAS, the City of Casper desires to award a professional services contract to Recykling Industrial Repairs, Inc. (RIR), to extend the eject ram systems of the City's two (2) garbage balers so garbage bales exit the bagging system, Project No. 19-020; and,

WHEREAS, RIR, is ready and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with RIR for this service.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, retaining those amounts prescribed by the contract, in the amount of Two Hundred Ninety-Two Thousand One Hundred Sixteen Dollars (\$292,116.00).

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

June 17, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing Submission of an Application for a Transportation Alternatives Program Grant from the Wyoming Department of Transportation in the Amount of \$210,364.00, for the Midwest Avenue Bike Lane and Pedestrian Development.

Meeting Type & Date  
Regular Council Meeting  
July 2, 2019

Action type  
Resolution

Recommendation

That Council, by resolution, authorize the submission of an Application for a Transportation Alternatives Program (TAP) Grant from the Wyoming Department of Transportation (WYDOT), in the amount of \$210,364.00, to fund the construction of the Midwest Avenue Bike Lane and Pedestrian Development.

Summary

The City of Casper is currently designing and constructing the multi-phase Midwest Avenue Reconstruction Project. As a part of this project, the City of Casper is preparing a WYDOT TAP grant application to complete a separated bike lane, new sidewalks, and ADA upgrades. The TAP program is a source of federal funding that provides monies to state and local governments for transportation projects. The program emphasizes projects that support walkability and pedestrian safety. TAP grants require a 20% local match.

The project will include construction a new separated bike lane along the southern side of Midwest Avenue between South Oak Street and South Walnut Street. Additionally, new ten foot (10') wide concrete sidewalks and upgrades to the ADA facilities will be constructed along Midwest Avenue between South Elm Street and South Walnut Street. The project will provide a safe route for non-drivers to access the downtown area and the business districts of central Casper.

Financial Considerations

The total budget for the project is \$262,955.00. \$210,364.00 is expected to come from the TAP grant. The City will be supplying its match in the amount of \$52,591.00 from the budgeted Capital Fund Reserves, One Cent #14 Optional Sales Tax Fund, and One Cent #15 Optional Sales Tax Fund.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

TAP Grant Application



## Transportation Alternatives Program (TAP) Applicant Information

**Sponsor:**

Name of Sponsor: City of Casper		
Sponsor Type: Local Government		
Specify Other:		
DUNS: 152720140		
Mailing Address: 200 North David Street		
City: Casper	State: WY	Zip: 82601

Contact Person: Terry Cottenoir		
Title: Engineering Technician		
Email: tcottenoir@casperwy.gov		Phone: (307) 235-8341
LPA Certified: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	LPA Certification Expiration: 12/31/2020	
LPA Certified Individual (if not Contact Person):		

**Joint Sponsor:**

Joint Sponsor: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Joint Sponsor's Name:		
Mailing Address:		
City:	State:	Zip:

Contact Person:	
Title:	
Email:	Phone:

### Funding Request

20% Local Match	80% Federal (TAP Request)	Total Project Cost
\$52,591.00	\$210,364.00	\$262,955.00
Specify source of secured funding: Capital Fund Reserves and One Cent #14 and #15 Optional Sales Tax		

### Sponsor Certification Statement

Read and check each statement below certifying:

- ☒ The Sponsor is familiar with the Transportation Alternatives Program eligibility criteria;
- ☒ The budget accurately reflects cost of proposed project;
- ☒ The information provided is true and correct to the best of the Sponsor's knowledge;
- ☒ The Sponsor understands this is a reimbursement-based award and if funded, the Sponsor must pay costs and will be reimbursed as invoices are submitted with documentation;
- ☒ The Sponsor will be responsible for ensuring future maintenance and ongoing upkeep of the completed project.

\_\_\_\_\_  
**Sponsor Signature**  
 (Authorized Official)  
 Charles Powell, Mayor

\_\_\_\_\_  
**Date**





# TAP Attachment A: Project Description

## City of Casper

### Nature of Project:

<input type="checkbox"/> Planning/Design
<input checked="" type="checkbox"/> Construction

### Project Type/Planning Document Considerations (Select all that apply):

Non-Motorized Transportation		
<input checked="" type="checkbox"/> ADA Upgrades	<input checked="" type="checkbox"/> ADA Transition Plan	
<input checked="" type="checkbox"/> Safe Routes for Non-Drivers	<input checked="" type="checkbox"/> Pedestrian and Bicycle Facilities	
<input checked="" type="checkbox"/> Conversion of Abandoned Railway Corridors to Trails		
Environmental Mitigation		
<input type="checkbox"/> Vegetation Management	<input type="checkbox"/> Storm Water Mitigation	<input type="checkbox"/> Wildlife Management
Historic/Scenic Transportation Activities		
<input type="checkbox"/> Scenic Turnouts and Overlooks		
<input type="checkbox"/> Outdoor Advertising Management <input type="checkbox"/> Archeological Activities		
<input checked="" type="checkbox"/> Historic Preservation and Rehabilitation of Historic Transportation Facilities		

### Project Location:

Describe the location of the project using any mileposts, landmarks, significant intersections, etc. West Midwest Avenue between South Elm Street and South Walnut Street
--

### Physical Description:

Pathway Type: Multi-Use Pathway	
Surface Type: Concrete	If Other, please specify: Separated Bike Lane
Approximate Length: 1,200 ft <input type="checkbox"/> N/A	Approximate Width: 10 ft <input type="checkbox"/> N/A

### Project Timeline:

Completion of PS&E	Completion of Final Engineering/Bid Documents	Bid Advertisement	Begin Construction	Complete Project
2/29/20	3/1/20	3/1/20	4/1/20	10/31/20

### Project Benefits:

Check the following connections that this project provides (Must be within ½ mile of the start/end of the proposed project):		
<input checked="" type="checkbox"/> Residential to Residential	<input checked="" type="checkbox"/> Residential to Retail/Dining	<input checked="" type="checkbox"/> Residential to Education
<input checked="" type="checkbox"/> Residential to Recreation	<input checked="" type="checkbox"/> Residential to Employment	<input checked="" type="checkbox"/> Employment to Retail/Dining
<input checked="" type="checkbox"/> Employment to Recreation	<input checked="" type="checkbox"/> Employment to Education	<input checked="" type="checkbox"/> Recreation to Retail/Dining



<input type="checkbox"/> N/A			
Does the project provide a new connection?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Does the project fill a sidewalk or pathway gap ("missing link")?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Will the project induce non-motorized trips?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Briefly describe the improvements to mobility outlined in the above <b>Project Benefits</b> section:			
<p>The primary mobility improvements of this project include improving the walkability and bicycle access to the business district of central Casper, Natrona County High School, the new State Of Wyoming Office Building and the residential areas of central Casper. It will provide connectivity to the City of Casper Rails to Trails system within downtown Casper that spans the city from west to east. Additionally, the project will induce more non-motorized trips to the district and the downtown area via the new seperated bike land and upgraded sidewalks and ADA facilities.</p>			

### Safety:

Does this project provide a safety improvement?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If yes, check all parties benefitted by the safety improvement:			
<input checked="" type="checkbox"/> Bicyclists			
<input checked="" type="checkbox"/> Pedestrians			
<input checked="" type="checkbox"/> Children			
<input checked="" type="checkbox"/> Elderly			
<input checked="" type="checkbox"/> People with Disabilities			
<input type="checkbox"/> Other:			
Will the project enhance awareness of cyclists and pedestrians outside of the project limits?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Is the project within two (2) miles of a school and does it provide a safe connection between a residential community, the school, library, park, after-school activities, etc.?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			
Describe the details of the safety improvements outlined in the above <b>Safety</b> section:			
<p>The project will improve safety for pedestrians and bicyclists of all ages and abilities including children, the elderly and people with disabilities by constructing the new seperated bike lane and upgrading the existing sidewalks and ADA facilities. The sidewalks will be widened to allow more pedestrians to safely access the district, and the seperated bikie lane will create a heightened awareness of cyclists along Midwest Avenue.</p>			

### Economic Opportunity:

Does the project improve economic opportunity by bringing more people to businesses?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Does the project close a gap of existing walking/biking infrastructure to improve usability in a downtown, revitalization or business district?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			
Provide details that substantiate answers outlined in the above <b>Economic Opportunity</b> section:			
<p>The business district of Central Casper, as well as the entire downtown area, is experiencing a revitalization. This project will provide non-motorzied access to businesses in the district, such as Racca's Pizzeria Napoletana, the Gaslight Social, Urban Bottle, Art 321, The Office Bar and Grill, Sherrie's Place, the David Street Station, Metro Coffee Company, the new State Office Building, and serveral others.</p>			



## Project Administration:

How will the project design and contract bidding documents be produced?

- ☒ Reimbursement for these activities will not be sought by the Sponsor.
- ☐ Sponsor Employed Engineer (Must be a full time employee of the Sponsor.)
- ☐ Consulting Engineer (To be selected after notification of project award and Notice to Proceed, as a result of a qualifications based selection.)

Who will review the project design and contract bid documents for the Sponsor?

- ☒ Reimbursement for these activities will not be sought by the Sponsor.
- ☐ Sponsor Employed Engineer (Must be a full time employee of the Sponsor.)
- ☐ Consulting Engineer (To be selected after notification of project award and Notice to Proceed, as a result of a qualifications based selection.)

Who will perform the construction management?

- ☒ Reimbursement for these activities will not be sought by the Sponsor.
- ☐ Sponsor Employed Engineer (Must be a full time employee of the Sponsor.)
- ☐ Consulting Engineer (To be selected after notification of project award and Notice to Proceed, as a result of a qualifications based selection.)

## Brief Project Summary:

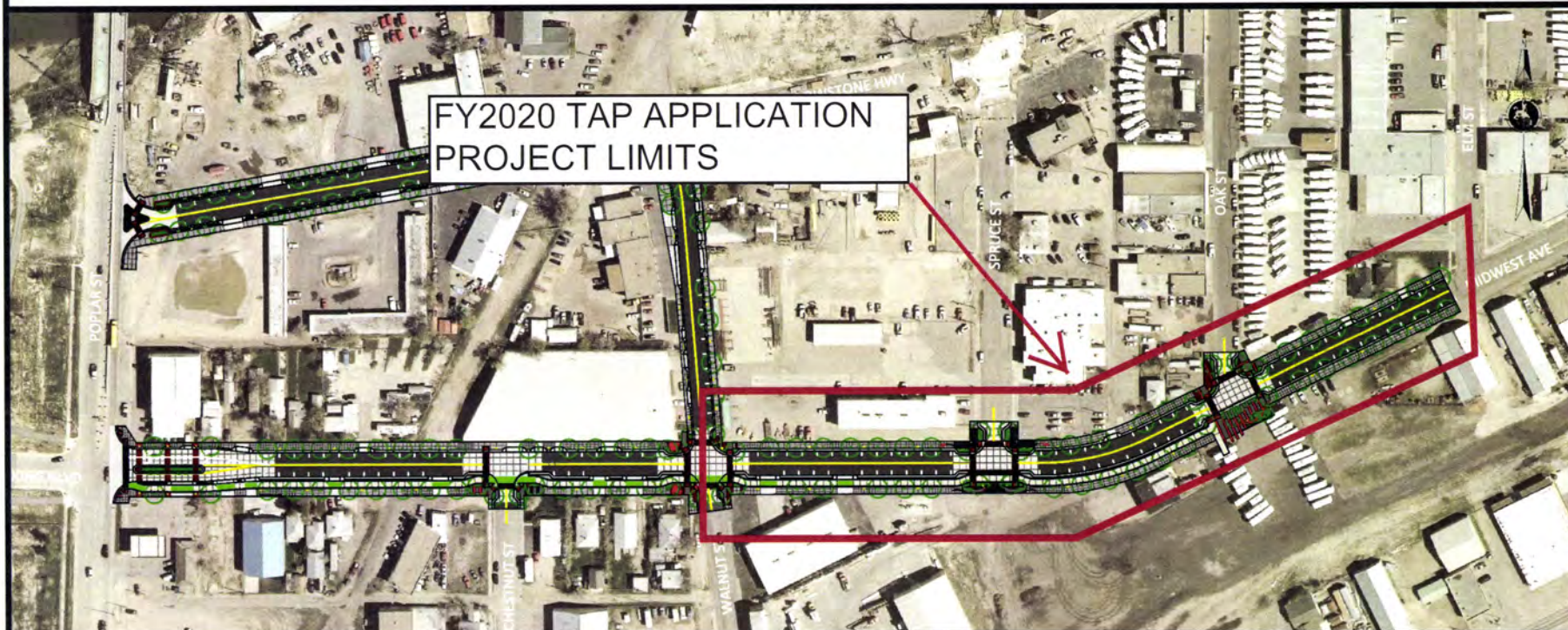
Outline the need for the project and the benefits of the project:

The proposed project is a small portion of the much larger Midwest Avenue Reconstruction project, which is being constructed in three phases. The larger project includes upgrading public infrastructure, resurfacing of Midwest Avenue, installation of streetscaping, installation of pedestrian and roadway lighting, and upgrading of pedestrian and bicycle facilities including ADA upgrades. Phase I, which is from South David Street to South Elm Street, is currently under construction. The proposed project will be a part of Phase II, and will improve walkability and bicycle access to the business districts in central Casper by constructing new 10-foot wide concrete sidewalks and ADA upgrades on both sides of Midwest Avenue, and constructing a new separated bike lane on the south side of Midwest Avenue. The project will create a safe, comfortable experience within the district and the downtown area and provide connectivity to the City's Rails to Trails system within downtown Casper. Additionally, it will provide a safe route for non-drivers to access the new State Office Building hosting the Department of Workforce Services, Department of Family Services, Department of Health, and several other social service agencies of the State of Wyoming.



**TAP Attachment B: Map**  
*[INSERT UP TO TWO PAGES OF MAPS]*  
City of Casper

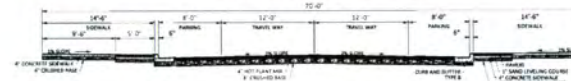
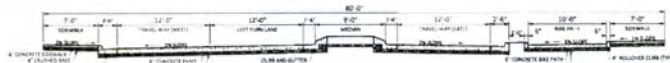
# MIDWEST AVENUE RECONSTRUCTION



MIDWEST AVENUE TYPICAL SECTIONS  
POPLAR ST. INTERSECTION (MEDIAN)

## PROJECT TYPICAL SECTIONS

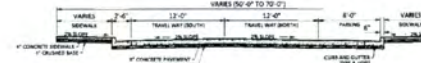
WEST YELLOWSTONE HWY TYPICAL SECTION



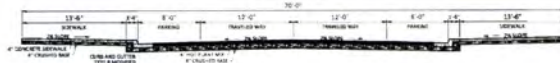
END OF MEDIAN TO OAK ST



WALNUT STREET TYPICAL SECTION



OAK ST. TO ELM ST.





# MIDWEST AVENUE RECONSTRUCTION WALNUT STREET TO ELM STREET







# TAP Attachment C: Public Involvement/ Planning and Design Integration City of Casper

**Is this project included in a planning document?**

☒ Yes ☐ No ☐ N/A

If Yes, provide the name and date of planning document:

Generation Casper Comprehensive Plan, dated Summer 2017, and the West Central and South Poplar Corridor Plan, dated September 2007.

If Yes, List the groups that were/are involved in the planning:

WYDOT, Natrona County, CAEDA, Platte River Trails Trust, Casper Area MPO, DDA, the Old Yellowstone District, and the area transit system.

**Have you discussed this project with your WYDOT District Engineer?**

☐ Yes ☐ No ☐ N/A

If Yes, indicate the date of the discussion and what was discussed:

This project has been discussed on multiple occasions, most recently on May 17, 2019, with the WYDOT District Engineer, as it will feed into South Poplar Street, which is a major state right-of-way through the City of Casper with currently no platform for pedestrians to commute along this route. The District Engineer has been made aware of this project and the associated street reconstruction along Midwest Avenue.

**Are there community concerns regarding this project?**

☐ Yes ☒ No ☐ N/A

If Yes, describe:

**Does the project conform to all local ordinances, rules and regulations?**

☒ Yes ☐ No ☐ N/A

**Are any variance approvals required?**

☐ Yes ☒ No ☐ N/A

**What design standards have been, or are planned to be incorporated in the project design?**

☐ AASHTO ☐ PROWAG ☐ Wyoming Public Works ☐ WYDOT

☒ Local ☐ Other (specify):

**Provide a summary of the public involvement that has taken place previously for planning and design.**

The proposed project is a small portion of the multi-phased Midwest Avenue Reconstruction project. Public input was received and assisted in developing the targeted areas for improvements in the project. The Wyoming Department of Transportation (WYDOT), Natrona County, the Casper Area Economic Development Alliance (CAEDA), Platte River Trails Trust, Casper Area Metropolitan



Planning Organization (MPO), Downtown Development Authority (DDA), the Old Yellowstone District (OYD) and the area transit system are among the agencies and groups that have a vested interest in the project and have involved since the beginning. All are in agreement of the importance for the need to have efficient flow traffic through the area, including improvements to alternative transportation systems such as pedestrian, bicycle, and bus networks, in order meet the needs of the new and existing businesses and attractions that have developed in the OYD area in the recent years.





## **TAP Attachment D: Environmental Considerations**

City of Casper

**Does this proposed project have any unusual environmental features associated with it?**

☐ Yes ☒ No

If Yes, please describe:

**Are there any registered historic structures or sites involved with the project?**

☐ Yes ☒ No

If Yes, please describe:

**Are there any live watercourses or bodies of water being encountered?**

☐ Yes ☒ No

If Yes, please describe:



## TAP: Project Estimating Worksheet (Infrastructure)

Project Sponsor :

City of Casper

**Instructions:**

- \* Only input information in grey shaded areas below only.
- \* Enter 0 in the percentages column if not seeking federal participation.
- \* Only work performed after the execution of the State and Local agreement is eligible for federal reimbursement.
- \* All requests will be rounded up to the nearest hundred dollars

Proposed Funding Match Rates	Local	Federal
	20.00%	80.00%

Infrastructure Project			Local Portion		Federal Portion	
Description (Include amounts for federal-aid items only)	Percentages	Project Totals	Proposed Local Match Percentage	Local Cash Match	Proposed Federal Percentage	Federal Amount Requested
Preliminary Construction Estimate or Estimated Total Cost of Planning		\$239,050.00	20.00%	\$47,810.00	80.00%	\$191,240.00
Construction Contingency 5% to 10% of PCE (Quantity overruns, etc.)	10.00%	\$23,905.00		\$4,781.00		\$19,124.00
Construction Engineering (Consultant) 0% or 10% of PCE (Consultants shall be selected through established procedures)		\$0.00		\$0.00		\$0.00
Preliminary Engineering (Consultant) 0% to 15% of PCE (Consultants shall be selected through established procedures)		\$0.00		\$0.00		\$0.00
<b>Total Estimate (Infrastructure):</b>		<b>\$262,955.00</b>		<b>\$52,591.00</b>		<b>\$210,364.00</b>

Total Project Estimate	Total Local Match	Total Federal Match
\$262,955.00	\$52,591.00	\$210,364.00



## **TAP Attachment F: Site Visit Form**

*[INSERT SITE VISIT FORM]*

City of Casper

## FY2020 TAP SITE VISIT CHECKLIST

Project Name: **Midwest Avenue Bike Land and Pedestrian Development**

Agency Type: City/Town

Agency Name: **City of Casper**

Contact Person: Terry Cottenoir, Engineering Technician

Contact Phone: (307) 235-8341

Contact Email: tcottenoir@casperwy.gov

Alternate Contact:

Agency Mailing Address: 200 North David Street, Casper, Wyoming 82601

Joint Sponsor:

Joint Sponsor Contact:

LPA Certified Individual: Yes

Name of LPA Certified Individual: Terry Cottenoir, Engineering Technician

LPA Certification Expiration: 12/31/2020

Project Location: West Midwest Avenue, Casper, Wyoming 82601

Project Limits: West Midwest Avenue between South Elm Street and South Walnut Street

County: Natrona

Municipality: City of Casper

Project Length: Approximately 1,200 feet

Project Type: ADA Compliance; ADA Upgrades; ADA Transition Plans

Safe Routes for Non-Drivers

Pedestrian & Bicycle Facilities

Conversion of Abandoned Railway Corridors to Trails, N/A, Historic Preservations and Rehab of Historic

Transportation Facilities

Is the project included in a planning document: Yes - please explain below

WYDOT District Engineer aware of project: Yes - please explain when and what you discussed below

If you selected "Yes," explain: This project has been discussed on multiple occasions with the WYDOT District Engineer, as it will feed into South Poplar Street, which is a major state right-of-way through the City of Casper with currently no platform for pedestrians to commute along this route. The District Engineer has been made aware of this project and the associated street reconstruction along Midwest Avenue.

Project Description: **The proposed project will improve walkability and bicycle access to the business districts in central Casper by constructing new 10-foot wide concrete sidewalks and ADA upgrades on both sides of Midwest Avenue, and constructing a new separated bike lane on the south side of Midwest Avenue. The project will create a safe, comfortable experience within the district and the downtown area and provide**

connectivity to the City's Rails to Trails system within downtown Casper. Additionally, it will provide a safe route for non-drivers to access the new State Office Building hosting the Department of Workforce Services, Department of Family Services, Department of Health, and several other social service agencies of the State of Wyoming.

Milestone Dates:

Environmental Clearance, Preliminary Engineering Completed by:	Final Engineering and Bid Documents Completed by:	Project Bidding by:	Begin Construction by:	Construction Complete by:
Feb 29, 2020	3/1/2020	3/1/2020	4/1/2020	10/31/2020

Potential delays in reaching milestones: None

Local Match Amount: 47,810  
 Source of Match: Funding will be from the City of Casper Capital Fund Reserves, One Cent #14 Optional Sales Tax Fund, and One Cent #15 Optional Sales Tax Fund  
 TAP Requested Amount: 191,240  
 Total Cost: 239,050

Fiscal Year	Open Project
2015	No
2016	No
2017	No
2018	No

Open Project Numbers: CD 19201 - City of Casper Morad Park to Walmart Trail

Is the applicant an eligible sponsor?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Has the applicant previously completed a federal aid project?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Does the applicant acknowledge that receipt of funds requires compliance with several federal and state requirements, including but not limited to wage, equal opportunity, and environmental requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**PEDESTRIAN/BICYCLE FACILITIES (IF APPLICABLE)**

<b>Facility description</b>	<input checked="" type="checkbox"/> Sidewalk	<input checked="" type="checkbox"/> Sidewalk with curb and gutter	<input type="checkbox"/> Pathway
	<input type="checkbox"/> Shared use pathway	<input type="checkbox"/> Sharrow	<input type="checkbox"/> Striped bicycle lane
	<input type="checkbox"/> Widened shoulder	<input checked="" type="checkbox"/> ADA Upgrades	<input type="checkbox"/> Other
Width of pathway, bicycle lane, shoulder, etc.:	10'	Length:	1200'
Distance from curb (for pathways):			
Proposed Materials:	<input type="checkbox"/> Asphalt <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Multi-Use Pathway <input type="checkbox"/> Single Track <input type="checkbox"/> Other		
Number of curb ramps:	22		
Proposed Design Standards:	<input type="checkbox"/> AASHTO <input type="checkbox"/> PROWAG <input type="checkbox"/> Wyoming Public Works		
	<input type="checkbox"/> WYDOT <input checked="" type="checkbox"/> Local <input type="checkbox"/> Other:		
This project is:	<input type="checkbox"/> Part of road widening <input checked="" type="checkbox"/> Part of an existing road <input type="checkbox"/> Away from roadways		
Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? If yes, explain: <span style="float: right;"><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</span>			
What is the plan for maintaining the facility after construction is complete?			
City of Casper will maintain.			
Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain: <span style="float: right;"><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</span>			
City of Casper is in the process of obtaining the ROW from Health Dept and former RV dealer site.			
<b>RIGHT-OF-WAY</b>			
Does the sponsor possess the necessary right-of-way to construct the project? If not, explain how right-of-way will be acquired. <span style="float: right;"><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</span>			
Does the sponsor hold necessary easements to construct the project? If not, explain how easements will be obtained. <span style="float: right;"><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</span>			

**ENVIRONMENTAL**

Does it appear that the project will meet the environmental criteria for Categorical Exclusion? ☒ Yes ☐ No

Does it appear that the proposed project will require extensive cultural clearance? ☐ Yes ☒ No

Does it appear that supplemental environmental documentation will be required to support a Categorical Exclusion determination? ☐ Yes ☒ No

For example: ☐ Wetlands ☐ Endangered Species ☐ Other

Does it appear that the project will cause an adverse effect to environmental resources? If yes, explain: ☐ Yes ☒ No

Are there any permitting requirements for the project? If yes, explain: ☐ Yes ☒ No

**UTILITIES**

Is it apparent that the project will have utility conflicts? If yes, explain and identify affected utilities and how conflicts will be mitigated. ☐ Yes ☒ No

**IRRIGATION**

Does it appear that the project will have crossings or conflicts with irrigation facilities? If yes, explain and identify affected irrigation facilities and how conflicts will be mitigated. ☐ Yes ☒ No

**Comments:**

Project is already designed. All funds would cover construction. Also mention total cost of project in application, with City of Casper having an overmatch.

Statement of Intent Submitted by: Terry Cottenor, Engineering Technician

Date of Submission: 4/10/2019 10:32:10

Site Visit Review Completed by: \_\_\_Janelle Leonard/ Dave Herdt\_\_\_

Date of Site Visit: 5-17-19



## TAP Attachment G: *Resolution*

*[INSERT Resolution]*

City of Casper



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THE MIDWEST AVENUE BIKE LANE AND PEDESTRIAN DEVELOPMENT PROJECT.

WHEREAS, the City of Casper desires to construct a new separated bike lane, ten foot (10') wide concrete sidewalks, and ADA upgrades along Midwest Avenue between South Elm Street and South Walnut Street; and,

WHEREAS, the TAP program is a federally funded program that is intended to fund projects that will enhance transportation safety, especially for non-motorized transportation enhancements; and,

WHEREAS, the TAP program requires that federal funding criteria be met, and the City of Casper agrees to ensure satisfaction of all requirements; and,

WHEREAS, the City of Casper acknowledges that if funded, the TAP project shall be completed by December 31, 2022; and,

WHEREAS, the City of Casper agrees to set aside a minimum of Fifty-Two Thousand Five Hundred Ninety-One Dollars (\$52,591.00) as a line item in its budget for the required twenty percent (20%) local cash match on the project; and,

WHEREAS, the City of Casper acknowledges TAP is funded on a reimbursement basis and all invoices must be one hundred percent (100%) paid by the City of Casper prior to reimbursement through TAP (eighty percent (80%) Federal Reimbursement). The City of Casper acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by the City of Casper of all funds reimbursed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute an "Application for Transportation Alternatives Program (TAP) Funding" in the amount of Two Hundred Ten Thousand Three Hundred Sixty-Four Dollars (\$210,364.00) for Fiscal Year 2020.

BE IT FURTHER RESOLVED: That the City Engineer or his designee is hereby authorized to submit the TAP grant to the Wyoming Department of Transportation for processing.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor



## TAP Attachment H: Lobbying Certificate

### Lobbying Certification Statement

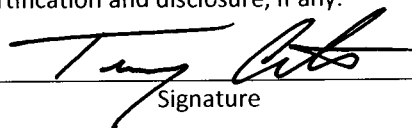
The undersigned City of Casper certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Project Sponsor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Sponsor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.



Signature

Terry Cottenor, Engineering Technician

6/13/2019

Date



## TAP Attachment I: Right-of-Way

City of Casper

### Local Public Agency Right-of-Way & Utility Certificate

*Local Public Agencies (LPAs) are required to submit proof of the following to WYDOT.*

City of Casper hereby certifies to the Wyoming Department of Transportation and the Federal Highway Administration that:

☒ The acquisition of Right-of-Way was not required. All work proposed is within Right-of-Way obtained or acquired prior to programming this project.

OR

☐ All necessary rights-of-way have been acquired including legal and physical possession in accordance with all applicable laws and regulations noted below. No persons of business have been or will be displaced by this project. All requirements of 23 CFR 635.309(b)(c)(g)&(h). Authorization, 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and the Wyoming Relocation Assistance Act of 1973, Sections 16-7-101 through 16-7-121.

☒ Utility relocations/adjustments are not required for completion of this project.

OR

☐ Utility relocations/adjustments within the project limits of construction have been completed, or are incorporated in the contract plans as biddable work.

☒ There is no work involving railroad right-of-way for the completion of this project.

OR

☐ All necessary arrangements have been made for railroad work to be completed as required for proper coordination with the construction.

This undersigned certifies the above information is accurate as of the date below:

Signature

Terry Cottenor, Engineering Technician

6/13/2018

Date



## LPA Attachment J: Internal Review's Risk Assessment

City of Casper

Have there been any key personnel Changes in the direct implementation and administration of grant awards during the previous year? (Key personnel include the project administrator, accounting, budget, or controller personnel) [2 CFR 200.331(a)(6)(3)] ☐ Yes ☒ No

Has the organization as a whole (Re: Personnel) remained unchanged during the previous year? ☒ Yes ☐ No

Has the accounting/financial system remained the same as last year? ☐ Yes ☒ No

If No, explain: The City of Casper has converted from the Gemstone accounting/financial system to the Tyler Munis accounting/financial system.

Does your entity receive federal grant money **directly** from any federal awarding agencies (FTA, FHWA, NHTSA, etc.)? These monies do not have any WYDOT involvement for applications, payments, etc. [2 CFR 200.331(a)(6)(4)]. ☒ Yes ☐ No

Has a federal agency monitored, inquired or been directly involved in outstanding award(s)? ☒ Yes ☐ No

Has a federal agency ever performed a review or audit of outstanding award(s)? ☐ Yes ☐ No

If Yes, did the federal agency determine that there were no financial or compliance issues? ☐ Yes ☒ No

If No, provide a description of the financial and/or compliance issues as detailed by the federal agency: A single audit finding stated that one employee who performs activities under the grant also works on activities which are not related to the Federal award. A time log was maintained by this employee; however, 100% of the employee's time was inadvertently charged by the payroll system to this federal award. The City of Casper's corrective action is to educate MPO staff on the procedures for personnel cost allocation between grant funded and non-grant funded lines. The City communicated with the federal funding authority to ensure that the the previous overpayments have been dealt with appropriately so that the grant can be brought back into compliance. The City will institute ongoing monitoring to ensure continued compliance with grant regulations.

The Wyoming Department of Transportation's Internal Review agreed with the City's audit response and no further information was requested in a letter to Pete Meyers, Assistant Financial Services Director, dated August 9, 2017.

Does your entity have written procedures for procurement transactions? [2 CFR 200.313-318] ☒ Yes ☐ No

Does the Sponsor anticipate requesting reimbursement through the project for Indirect Cost? ☐ Yes ☒ No



*(Indirect [F&A] costs means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect [F&A] costs. Indirect [F&A] cost pools must be distributed to benefitted cost objectivevs on bases that will produce an equitable result in consideration of relative benefits derived.) [2 CFR 200.56]*

Does the Sponsor have an Approved Indirect Cost rate with WYDOT?

☐ Yes

☐ No

☒ N/A

If No, does the Sponsor propose using the de minimis rate of 10%?

☐ Yes

☐ No

☒ N/A

## Attachment K: Consultant Services Policy

Updated 09-20-17

### CONSULTANT SERVICES POLICY

City of Casper

June 13, 2019

#### SECTION I. INTRODUCTION

This policy establishes procedures of the City of Casper for the procurement, management, and administration of consultant services required for a project using federal or non-federal funds obtained through the Wyoming Department of Transportation (WYDOT). This policy and procedures will be followed when hiring consultants to supplement the City of Casper personnel or to provide other professional services that the City of Casper determines can be best completed by qualified private-sector firms.

*Consultant*, as used in this document, means engineering firms, architectural firms, survey firms, educational institutions, and other firms or individuals engaged in providing consulting or other professional services. *Subconsultant*, as used in this document, means an individual or firm contracted by the consultant to provide related services.

*Simplified Acquisition Threshold (SAT)*, as used in this document, means the dollar amount at or below which a government entity may purchase services using small agreement/purchase methods. The SAT is currently \$150,000, but this threshold is periodically adjusted for inflation. (48 CFR 2.101)

*Architectural and Engineering (A & E) services* are defined to mean:

1. Professional services of an architectural or engineering nature, as defined by state statute, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide related services.
2. Professional services of an architectural or engineering nature, performed by consultant agreement, and associated with research, planning, development, design, construction, alteration, or repair of real property.
3. Professional services of an architectural or engineering nature, which a firm or individual within the engineering or architectural professions would perform, such as studies, investigations, survey and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

*Architectural and Engineering services that directly lead to development of a construction project* are defined and limited to:

1. Preparation of roadway/bridge contract documents including preliminary through final design, contract plans, specifications, and incorporated engineering drawings, details, and estimates.
2. Completion of surveys and mapping necessary for preparation of roadway/bridge contract documents.
3. Completion of architectural services directly leading to facility construction.
4. Completion of feasibility studies when used for project planning leading to project construction.
5. Construction project management including contract administration and construction engineering.
6. Completion of consultant services not clearly within (1) thru (5) above, which must be performed or approved in accordance with state law by a registered professional (i.e. engineer, land surveyor, architect, geologist, etc.).
7. The final cost of these services, including the original agreement cost and subsequent agreement modifications, must exceed the SAT.

## **SECTION II. CONSULTANT PROCUREMENT – GENERAL**

Two methods for procuring consultant services are available for use depending on administrative controls which consider the estimated cost of the proposed services.

Consultant services with an estimated cost at or less than the SAT (Small Agreement) will be procured using a simplified procurement process presented in SECTION IV(A) – Small Agreement – Estimated Cost at or less than the SAT.

Consultant services with an estimated cost exceeding the SAT (Large Agreement) will be procured using a formal request for proposal (RFP) process as presented in SECTION IV(B) – Large Agreement – Cost greater than the SAT.

## **SECTION III. CONSULTANT NEED AND OTHER SUPPORTING INFORMATION**

The City of Casper will develop supporting information to establish the need for consultant services and identify the procurement method, selecting one of the procurement methods outlined in SECTION IV – CONSULTANT PROCUREMENT PROCESSES. Supporting information should be tailored to the procurement method and include the following:



**A. Small Agreement – Estimated Cost at or less than the SAT**

Small agreements, developed consistent with SECTION IV(A) – Small Agreement – Estimated Cost at or less than the SAT, should include the following supporting information:

1. A statement supporting the use of a consultant to perform work due to unique capabilities not readily available within the City of Casper or that City of Casper personnel are not available to complete the necessary work or meet proposed schedules.
2. A preliminary scope of work for the proposed services.
3. A schedule for completion of work to be performed by the consultant.
4. A funding source for the required consultant services.
5. A preliminary cost estimate.
6. The agreement type to be used as the basis of compensation (See SECTION VI – AGREEMENT TYPE, BASIS FOR COMPENSATION, PAYMENT).

**B. Large Agreement – Cost greater than the SAT**

Large agreements, developed consistent with SECTION IV(B) – Large Agreement – Cost greater than the SAT, require that consultant services be procured through a request for proposal. The supporting information for these services should include the following:

1. A statement supporting the use of a consultant to perform work due to unique capabilities not readily available within the City of Casper or that City of Casper personnel are not available to complete the necessary work or meet proposed schedules.
2. A preliminary scope of work for the proposed services.
3. A schedule for completion of work to be performed by the consultant.
4. A funding source for the required consultant services.
5. A preliminary cost estimate. See SECTION IV(B) – Large Agreement – Cost greater than the SAT.
6. The agreement type to be used as the basis of compensation (See SECTION VI – AGREEMENT TYPE, BASIS FOR COMPENSATION, PAYMENT).

7. Consultant selection by the selection committee. Selection committee members should be identified by name and title.
8. A listing of evaluation factors and weighting factors for the ranking and selection of a qualified consultant firm. The use of evaluation factors and weighting factors should be tailored to the procurement process; the number of evaluation factors can be limited and the use of weighting factors can be limited or eliminated. The selected factors should assess the consultant's qualifications and competency, tailored to the proposed type/scope of work and any anticipated work types. Evaluation factors **may** consider:
  - a. Established expertise;
  - b. Related work experience in a responsible role;
  - c. Qualifications of the firm's personnel;
  - d. Previous performance on City of Casper projects;
  - e. Project understanding/knowledge, including proposed approach to completing project work;
  - f. Workload capacity;
  - g. Ability to meet project schedule;
  - h. Specialized expertise or product delivery requirements (such as computer hardware or software);
  - i. Other evaluation factors relating to the specific project may be used.

Evaluation factors that cannot be used on federal funded A & E services include:

- a. Cost components – consultant fee proposal, direct salaries/wages, other direct costs, or indirect cost rates;
- b. In-state or local preferences.

Cost, as one evaluation factor, may be used on federal funded non-A & E services.

The selection committee should note that two specific non-qualification-based evaluation factors may be used, if appropriate, but together cannot exceed 10% of the total weighted evaluation. These two factors, directed to an individual proposed project, are:

- a. A local presence, where that presence will add value to the quality or efficiency of project delivery, but will still allow for the consideration of a sufficient number of qualified firms;
- b. The participation of qualified and WYDOT-certified Disadvantaged Business Enterprise (DBE) consultants or subconsultants. The City of Casper should coordinate with the WYDOT Civil Rights Office to obtain a current listing of DBE consultants.

The need/use of a consultant firm in a management role for the City of Casper will require approval by WYDOT and FHWA before consultant solicitation. (23 CFR 172.7(b)(5))

#### **SECTION IV. CONSULTANT PROCUREMENT PROCESSES**

Two methods for procuring consultant services are available for the City of Casper use. The use of each method is limited depending on the estimated cost of the proposed services; these administrative controls are presented as an introductory paragraph to each procurement method/agreement type.

##### **A. Small Agreement – Estimated Cost at or less than the SAT**

The use by the City of Casper of a small agreement is limited to consultant services with an estimated cost at or less than the SAT, including the original agreement cost and subsequent agreement modifications. Small agreements can be used for non-federal and federal funded services, and for A & E and non-A & E services.

A preliminary cost estimate will be prepared for use as required in SECTION VIII – NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL.

The City of Casper will make an informal consultant selection utilizing a consultant list obtained from WYDOT Engineering Services or a list generated by the City of Casper. A minimum of three consultants must be evaluated leading to a qualification-based selection. The evaluation should use information available from the consultant's Statement of Interest, and if needed, that information can be supplemented with interviews, or written or oral discussion with each firm.

If less than three qualified consultants are available, the City of Casper will proceed with evaluation and selection when assured that the selected consultant has the minimum qualifications to complete the agreement type of services and has the experience necessary to satisfactorily perform the required services.

The basis for selection will be documented. The following items should always remain under consideration to conclude that a consultant firm has the minimum qualifications to complete the proposed project scope of work:

1. The consultant shall have an exemplary ethical and professional reputation.

2. The consultant's employees shall have levels of education, training, and experience necessary to perform the required services satisfactorily.
3. Professional services provided to the City of Casper require that the consultant employee overseeing the work and the consulting firm be licensed, if required by the applicable State Board.
4. The consultant shall be established in the area of expertise for which the firm is being considered, with recent work experience in a responsible role.

After the consultant selection, the City of Casper shall follow procedures outlined in SECTION V – APPROVAL OF CONSULTANT prior to proceeding with the process of negotiating the agreement with the selected consultant.

A detailed scope of work shall be prepared, often by the selected consultant. The consultant shall submit a fee proposal including proposed billing rates, estimated units of work, and the total proposed fee. The City of Casper will negotiate and prepare an agreement for execution.

Execution of the agreement will follow procedures outlined in SECTION X – EXECUTION OF THE AGREEMENT.

#### **B. Large Agreement – Cost greater than the SAT**

The use by the City of Casper of a large agreement is required for consultant services with an estimated cost greater than the SAT, including the original agreement cost and subsequent agreement modifications. Large agreements can be used for non-federal and federal funded services, and for A & E and non-A & E services.

When the City of Casper requires consultant services and proposes to use this large agreement, the following requirements apply.

A preliminary cost estimate will be prepared for use as required in SECTION VIII – NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL. For architectural and engineering services directly leading to construction, as defined in SECTION I – INTRODUCTION, the cost estimate must establish major elements of agreement costs: labor hours by work type and classifications of labor, direct salaries by labor classifications, other direct costs, anticipated indirect cost rates, and anticipated fixed fees (profit). This estimate will be used as the basis for negotiation. For all other services, the preliminary cost estimate can be less formal.

The City of Casper will direct the procurement process in coordination with the WYDOT Local Government Office and an appointed selection committee.

An early action will be to appoint participants to a selection committee. The committee should consist of at least three members, but generally not more than five members. The City of Casper should select committee members who can best evaluate consultant qualifications, but without previous experiences that could potentially influence their actions leading to a conflict of interest. Each committee member will ensure that he or she has no possible conflict of interest that may influence the evaluation, ranking, and selection process. If a conflict of interest may exist, the committee member will be excused from serving on the committee.

A pre-selection meeting will be conducted to establish the requirements of the RFP and the public announcement/advertisement to be used to assure that consultants have fair opportunity to be considered for award of the agreement.

The City of Casper may solicit project-specific letters of interest through a public announcement, public advertisement, or any other public forum or method (such as soliciting firms on a consultant list obtained from WYDOT Engineering Services) that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered. A minimum seven day announcement period is required.

The selection committee will determine a short list of firms from the respondents to the public announcement/advertisement to receive the RFP. If enough firms respond, a minimum of five firms should be short-listed.

Alternatively, the City of Casper may go directly to the RFP process and consider all the proposals submitted.

The RFP will include the following requirements and information to provide direction for the content of consultant proposals. The RFP requirements and information will not include any condition that would limit competition and the resulting number of proposals.

1. Detailed scope of work, including a preliminary project purpose and description.
2. Technical requirements: specific services; deliverables; applicable policies and guides; proposed standards, criteria, specifications, or contracting requirements; proposed schedule for completion of agreement work.
3. Evaluation and weighting factors to be used for the ranking and selection based on consultant competency and qualifications.
4. The anticipated schedule leading to consultant selection. The schedule should identify consultant submittal dates using a minimum of 14 calendar days from issuance of the RFP, but set to assure that interested firms have sufficient time to receive the RFP, and prepare and submit a proposal.
5. The type of agreement to be used and the basis for compensation.

6. Address potential discussions with interested firms after submittal of their proposal, if any, directed to clarification of technical requirements or approach, qualifications, or capability. Based on the size and complexity of the project, it may be beneficial to the selection committee to have one-on-one discussions with all or some of the qualified firms (minimum of three). The intent and structure of these discussions, if needed, should be outlined in the RFP.
7. Consultant proposal shall include additional submittals concerning proposed subconsultants.
8. Consultant cost proposals, if requested, should be included in a concealed format that is clearly separate from the technical proposal.

The RFP should provide an adequate number of consultant proposals. When three or more qualified firms respond, the City of Casper will proceed with consultant ranking and selection. If less than three firms respond, the City of Casper may proceed with ranking and selection of a qualified firm or may elect to re-distribute the RFP in an attempt to gain additional proposals. In the event the response to an RFP does not result in either qualified or competitive firms, the City of Casper may pursue other contracting options, including non-competitive, to procure professional services. The City of Casper will coordinate with the WYDOT grant administrator prior to non-competitive selection of a consultant.

After receipt of consultant responses to the RFP, the final selection meeting will be held. The selection process will include a series of actions taken by the City of Casper.

1. Review RFP proposals to assure they are complete.
2. Distribute the supporting information outlined in SECTION III(B) – Large Agreement – Cost greater than the SAT, to include the RFP, all consultant proposals, and each consultant’s Letter of Interest, if applicable.
3. Assist the selection committee, as needed, to complete the evaluation, ranking, and selection process.
4. Notify, subsequent to consultant selection, all consultants responding to an RFP of the final ranking of the three most highly qualified consultants.
5. Properly dispose as necessary, subsequent to consultant selection, the concealed cost proposals of the unsuccessful consultant firms.
6. Retain documentation supporting the solicitation, RFP, proposals, evaluation, and selection of the consultant firm.

The selection committee completes the evaluation and selection process by using the supporting information for each evaluation factor and then developing an overall score and subsequent ranking. The committee must rank in order of preference at least the three most highly qualified firms, leading to final selection. If less than three qualified firms respond to the RFP and it is concluded that the responding firms represent those firms available to meet the requirements of the RFP, the evaluation and selection will be completed.

The selection committee may not use a consultant's cost components – consultant fee proposal, direct salaries, direct costs, and indirect cost rates – as a factor in the evaluation, ranking, or selection process for federal funded A & E services. Federal funded non-A & E services may, or may not, use cost as an evaluation factor.

The following items should always remain under consideration to conclude that a consultant firm has the minimum qualifications to complete the proposed project scope of work:

1. The consultant shall have an exemplary ethical and professional reputation.
2. The consultant's and subconsultant's employees shall have levels of education, training, and experience necessary to perform the required services satisfactorily.
3. Professional services provided to the City of Casper require that the consultant employee overseeing the work and the consulting firm be licensed, if required by the applicable State Board.
4. The consultant shall be established in the area of expertise for which the firm is being considered, with recent work experience in a responsible role.

During this process, an unqualified consultant firm may be dismissed from further consideration.

After the consultant selection, the City of Casper shall follow procedures outlined in SECTION V – APPROVAL OF CONSULTANT prior to proceeding with the process of negotiating the agreement with the selected consultant.

The final scope of work may be refined through negotiations with the selected consultant. The consultant shall submit a fee proposal including proposed billing rates, estimated units of work, and the total proposed fee. The City of Casper will negotiate and prepare an agreement for execution.

Execution of the agreement will follow procedures outlined in SECTION X – EXECUTION OF THE AGREEMENT.

## **SECTION V. APPROVAL OF CONSULTANT**

After the selection committee or the City of Casper authorized representative has completed the procurement process, the City of Casper shall submit, in writing, the selected consultant's name to the WYDOT grant administrator for approval. The WYDOT grant administrator's approval authorizes the process of negotiating the agreement with the selected consultant.

The WYDOT grant administrator will initiate a pre-negotiation audit, if necessary (see SECTION VII – PRE-NEGOTIATION AUDIT EVALUATION).

The City of Casper will maintain a correspondence file for each consultant services agreement documenting all aspects of the selection and approval process.

## **SECTION VI. AGREEMENT TYPE, BASIS FOR COMPENSATION, PAYMENT**

Contractual requirements and the method of payment to direct and compensate the consultant will be established by agreement. An agreement type and basis for compensation will be selected as the need for consultant services is developed, as presented in SECTION III – CONSULTANT NEED AND OTHER SUPPORTING INFORMATION.

**A. Agreement Types.** An agreement type will be selected by the City of Casper.

1. **Project Specific.** This will be used with a defined scope of work and the related consultant services when these services are directed to one or more specific projects.
2. **Multi-Phase.** This can be used, similar to Project Specific, when the City of Casper determines that a consultant's services should be divided into defined phases to gain better definition of the scope of work and related consultant services. Each phase would require a separate cost estimate.

**B. Basis for Compensation.** The method of payment to compensate the consultant will be specified in the agreement. It may establish a single method for all work or may be better administered with different methods for different elements of work.

1. **Cost Plus Fixed Fee.** Cost reimbursement includes actual costs payable for direct labor and indirect labor (overhead) as established in the agreement, plus direct reimbursable expenses. Cost reimbursement also includes a negotiated fixed fee, established in the agreement, and is calculated to cover the consultant's profit. Billing rates established in the agreement shall be used for all billings and a maximum amount payable will be established.

Cost plus percentage of cost and percentage of construction cost cannot be used as a basis for compensation.



2. **Lump Sum.** May only be used when the scope of work and the duration of work can be accurately established, and an estimate of cost, including fixed fee, can be calculated with reasonable accuracy at the time of negotiation with the selected consultant.
3. **Unit of Work.** May be used when a unit cost of work can be determined in advance with reasonable accuracy, but the extent of work is indefinite. Quantities and characteristics of each unit should be uniform, and a maximum amount payable will be established.
4. **Specific Rates for Compensation.** The specific rates for compensation will provide for reimbursement on the basis of direct labor hours at specified fixed hourly rates, including direct labor costs, indirect costs, and profit, plus any other direct expenses or costs. This method of payment will be used for those types of services and agreements that establish a maximum amount payable and provide the City of Casper direct control of the number of consultant labor hours and resultant cost.

Specific Rates may also be used when a consultant's services are required to perform work that cannot be estimated for extent, duration, or cost.

Consistent with all consultant agreements, a City of Casper representative will monitor the consultant's performance of services to include labor hours, and classification/pay rate of consultant employees used to perform agreement services.

- C. Consultant Payments and Retainage:** Periodic progress payments will be made for work satisfactorily completed based on invoice submittals to the City of Casper.

All agreements shall include provisions that require the consultant to make prompt payment to subconsultants within 30 calendar days from receipt of payment from the City of Casper (49 CFR 26.29). These provisions will advise the consultant to be prepared, if requested, to provide documentation that payment has been made for work satisfactorily completed by a subconsultant. These provisions will also notify the consultant that failure to make prompt payment may be addressed by the City of Casper as presented in the written procedures in ATTACHMENT 2 – BREACH OF AGREEMENT.

The City of Casper may withhold retainage from payments, including final payment, if specified in the agreement.

## **SECTION VII. PRE-NEGOTIATION AUDIT EVALUATION**

Pre-negotiation audits are generally performed on first-time consultants, consultants with outdated audits, or as required by WYDOT Internal Review Services. A risk assessment will be performed by WYDOT Internal Review Services to determine if an audit is required and, if so, the type of

audit required. An audit report or comparable correspondence will be provided by WYDOT Internal Review Services to the City of Casper for use in negotiating the consultant agreement.

## **SECTION VIII. NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL**

Approval of the selected consultant in accordance with SECTION V – APPROVAL OF CONSULTANT authorizes the process of negotiating the agreement and cost proposal with the selected consultant.

The City of Casper will work with the consultant to finalize the scope of work, if needed, and initiate negotiations with the consultant for a final cost proposal. A draft agreement, including the scope of work, is provided to the consultant with instructions for preparing the cost proposal. The consultant is advised at the beginning of negotiations that selection is subject to arriving at a satisfactory agreement for terms and fees, and that the City of Casper assumes no obligation to the consultant until the agreement is executed.

The consultant's use of subconsultants is allowed only with written approval from the City of Casper of the proposed subconsultants. The consultant shall describe the work to be done by the subconsultant in the fee proposal, assure incorporation of required agreement provisions into the subconsultant agreement (SECTION IX – AGREEMENT PROVISIONS) and include a cost for the subconsultant's proposed work. The City of Casper may request a detailed proposal for subconsultant work to include proposed labor rates and direct costs. The cost proposal and included rates will be evaluated for reasonableness. If the subconsultant has a WYDOT-approved audit or approved billing rates, those rates shall be used.

A consultant's fee proposal will be compared to the cost estimate done by the City of Casper, including careful attention to proposal details. The consultant's fixed fee (profit) will be negotiated separate from other negotiations.

The consultant's or subconsultant's proposed indirect cost rate shall be certified by each firm's chief executive or financial officer as being allowable in accordance with federal cost principles. Each firm's certification shall read as required by WYDOT Internal Review Services.

A consultant's schedule for completing the work, if different from the schedule proposed by the City of Casper, will be reviewed to assure that the established duration of the agreement permits completing the work in a time frame acceptable to the City of Casper. When the consultant's fee proposal and the duration of the agreement are acceptable, the agreement is finalized and executed.

If the consultant's proposed fee or schedule varies substantially from the estimate or schedule of the City of Casper, the items of variance are identified and discussed to resolution. After agreeing on the agreement terms and fees, the consultant submits a final cost proposal.

The City of Casper will maintain documentation of the negotiation process.

If the selected consultant and the City of Casper cannot reach a satisfactory agreement, the City of Casper will cease negotiations and notify the consultant and the WYDOT grant administrator. The

City of Casper will then initiate negotiations with the next highest ranked consultant or, at its option, initiate a new procurement process.

## **SECTION IX. AGREEMENT PROVISIONS**

The City of Casper will determine the consultant agreement type, the basis for compensation, terms of the agreement, and the required provisions, clauses, assurances, and/or certifications to ensure compliance with state and federal laws, regulations and requirements.

Each agreement will:

1. Name the authorized representative of the City of Casper.
2. Outline the representative's administrative responsibilities.
3. Identify the project location.
4. Present the scope of work and consultant deliverables.
5. Provide for applicable plans and specifications.
6. Authorize commencement of work.
7. Specify fees and payments based on consultant's progress reports.
8. Specify completion of work by number of calendar days or the calendar date by which all required services shall be completed.

Each agreement will outline data, services, and obligations of the City of Casper as related to the consultant's performance of required services.

Federal General Provisions will be physically incorporated or incorporated by reference into consultant agreements funded with federal funds. These Provisions will apply to the consultant and all subconsultants engaged by the consultant. ATTACHMENT 1 – FEDERAL GENERAL PROVISIONS presents applicable Federal General Provisions and administrative procedures.

ATTACHMENT 2 – BREACH OF AGREEMENT presents written procedures to administer breach of the agreement.

The City of Casper reserves the right to terminate any agreement, as described in the agreement. In this event, compensation is made to the consultant based upon the progress of the work performed prior to termination. Work performed shall be defined as the deliverables specified in the agreement and accepted by the City of Casper, and not the labor hours billed. The City of Casper will notify the consultant, in writing, of agreement termination.

## **SECTION X. EXECUTION OF THE AGREEMENT**

The City of Casper will prepare the final agreement for execution by all parties.

Agreements will conform to the state contract requirements as published by the Wyoming Attorney General's office, or as directed by the senior assistant attorney general assigned to WYDOT.

All agreements shall be forwarded to the WYDOT grant administrator for approval before execution.

Agreements subsidized with federal funds will be made available to the appropriate federal agency upon request. The Federal Highway Administration (FHWA) and the Federal Aviation Administration (FAA) have currently delegated their approval authority to WYDOT.

Agreements shall be executed by the consultant and the City of Casper.

## **SECTION XI. AUTHORIZATION TO PROCEED**

Once the consultant agreement is finalized and executed, the City of Casper will notify the consultant using a written "Authorization to Proceed" to commence work.

Consultant services cannot proceed before the "Authorization to Proceed" is issued.

## **SECTION XII. AGREEMENT MODIFICATIONS**

The City of Casper or the consultant may, during performance of the agreement, propose agreement modifications within the type of services under which the original agreement was procured. Changes in the scope, complexity or quantity of the work, or if changes causing an increase or decrease in agreement fees or time for performance are required, an equitable adjustment in fees and/or contract time will be negotiated with the consultant. Any additional services outside of the original agreement type of work will be procured under a new procurement process.

If changes are required in the agreement, a written request shall be made by the consultant to the City of Casper and negotiated between the consultant and the City of Casper. The agreement will then be amended using documentation issued by the City of Casper. Agreement modifications must define and document the changes made to the agreement, establish any adjustment in agreement fees and payment, establish any adjustment in completion date, and be in compliance with terms and conditions of the original agreement. An adjustment in agreement fees and payments will be negotiated, as outlined in SECTION VIII – NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL, including the fixed fee, if warranted.

If the consultant is unable to complete the work within the number of calendar days or the calendar date required by the agreement, the City of Casper may authorize a schedule modification after receiving the consultant's written request showing sufficient justification for an extension in time to complete agreement required services. In some cases, the City of Casper may initiate the schedule modification, especially when the City of Casper has delayed progress. If the schedule

modification is significant, the agreement will then be amended to specify an additional number of days or revised calendar date, and the City of Casper will document the approval action with a formal change order. Minor changes in schedule, without adjustment in agreement cost, can be accepted by the City of Casper with informal documentation.

All agreement modifications shall be forwarded to the WYDOT grant administrator for approval before execution.

Consultant work shall not begin on any change in services until the agreement modification describing those services and fee has been executed. Services performed without prior request and authorization are deemed to be covered in the compensation and time provided in the original agreement and previously executed change orders.

For those agreements processed consistent with SECTION IV(A) – Small Agreement – Estimated Cost at or less than the SAT, in no case will subsequent change orders be permitted to cause the total fee to exceed the SAT if federal funds are involved. Exceeding the SAT limitation may jeopardize federal participation in the change order or the entire agreement amount. If federal funds are not involved, the City of Casper should contact the WYDOT grant administrator, and they will review the circumstances and make a determination regarding escalation of the agreement above the SAT.

### **SECTION XIII. AGREEMENT ADMINISTRATION**

The agreement for consultant services will identify the representative for the City of Casper as the primary contact through which the consultant will coordinate all phases of agreement work, terms and conditions. The City of Casper representative will:

1. Monitor the consultant's work and acceptability of work, in compliance with the agreement.
2. Monitor the consultant's work progress – work performed versus agreement completion date – in compliance with the agreement.
3. Ensure the consultant's labor hours and fees are in accordance with the agreement and the percent of the contract total being invoiced is commensurate with the progress of the work.
4. Address consultant correspondence and resolve administrative issues.
5. Monitor the consultant and subconsultant(s) for compliance with ATTACHMENT 1 – FEDERAL GENERAL PROVISIONS, if required by the Agreement.
6. Administer breach of agreement, when required, consistent with procedures presented in ATTACHMENT 2 – BREACH OF AGREEMENT. Consult with the WYDOT grant administrator before initiating procedures leading to breach of agreement.

7. Close-out agreement when all work deliverables have been accepted and all consultant billings have been accepted.

The City of Casper will maintain a correspondence file for each consultant services agreement, documenting all aspects of the selection, negotiation, and administration processes. The City of Casper will retain such records for at least three (3) years following agreement completion or termination.

#### **SECTION XIV. FINAL PERFORMANCE EVALUATION**

When the consultant services specified in the agreement are completed and accepted, the City of Casper will evaluate the consultant's performance. This evaluation should consider such factors as the consultant's performance on specific elements of work, promptness in meeting schedules and deadlines, cooperation with the City of Casper, and overall performance in delivery of the agreement terms and conditions. Documentation will be prepared and provided to the consultant, and request consultant comments on the evaluation. Subsequently, a copy of the final evaluation documentation will be provided to the WYDOT grant administrator.

#### **SECTION XV. ADMINISTRATION, COST PRINCIPLES, AUDIT REQUIREMENTS**

The administrative policies and procedures of the City of Casper for the consultant selection process are presented throughout this document. The City of Casper is responsible for the oversight and administration of these policies and procedures. The WYDOT Internal Review Services program is responsible for the audit requirements.

References:

- 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services.
- 23 USC 112(b)(2), Contracting for Engineering and Design Services.
- 40 USC 11, Sections 1101-1104, Selection of Architects and Engineers.
- 48 CFR 2.101, Federal Acquisition Regulations System, Definitions of Words and Terms, Definitions.

## **ATTACHMENT 1**

### **FEDERAL GENERAL PROVISIONS**

The below General Provisions shall also apply to all subconsultants engaged by the Consultant.

#### **SECTION A. ASSUMPTION OF RISK**

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The City of Casper will notify the Consultant of any state or federal determination of noncompliance.

#### **SECTION B. AUDITING AND ACCOUNTING**

The Consultant shall make available to the City of Casper their accounting records for progress and post-performance audits when deemed necessary by the City of Casper.

#### **SECTION C. BREACH OF AGREEMENT**

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of agreement. The City of Casper will consider a Consultant's failure to perform as a material breach of agreement when it can be determined that the terms, conditions, provisions, or obligations of the Agreement cannot be completed and the City of Casper will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the City of Casper deems appropriate, which may include, but are not limited to:

1. Termination as provided in SECTION T – TERMINATION OF AGREEMENT;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

#### **SECTION D. CERTIFICATION FOR LIMITATIONS ON LOBBYING ACTIVITIES**

This provision is applicable to all Agreements exceeding One Hundred Thousand dollars (\$100,000). By signing this Agreement, the Consultant certifies and agrees that, to the best of their knowledge:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of



any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION E. COMPLIANCE WITH LAWS

The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

#### SECTION F. CONFLICTS OF INTEREST

The Consultant 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 City of Casper, or a disclosure which would adversely affect the interests of the City of Casper. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

A conflict of interest may be considered a material breach of this Agreement. A material breach under this section may result in remedies as provided in SECTION C – BREACH OF AGREEMENT. In the event the Agreement is terminated under this provision, the Consultant shall take steps to insure that the file, evidence, evaluation and data are provided to the City of Casper or its designee.

The Consultant shall disclose, in writing, any potential or actual conflict of interest to the City of Casper, including financial or other personal interests.

#### SECTION G. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

## SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in all subconsultant contract documents.

Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

## SECTION I. ENVIRONMENTAL POLICY ACTS

The Consultant agrees all activities under this Agreement shall comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

## SECTION J. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate and without mistakes or omissions. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (Standard/Duty of Care). The City of Casper will notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the City of Casper and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

## SECTION K. HUMAN TRAFFICKING

As required by 22 USC 7104(g), 2 CFR 175, and 48 CFR 52.222-50 (Amended March 2015), severe forms of human trafficking, procurement of commercial sex acts, and the use of forced labor are prohibited. The March 2015 amendments expand the original requirements and introduce a list of specific types of conduct that are prohibited. The amendments modify mandatory disclosure obligations and specify the minimum level of cooperation required of consultants responding to a trafficking investigation. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

## SECTION L. KICKBACKS

The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, the City of Casper may, at its discretion, terminate this Agreement without liability to

the City of Casper, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

#### SECTION M. MANDATORY DISCLOSURES

The Consultant shall disclose, in a timely manner, in writing, to the City of Casper all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for non-compliance including suspension or debarment.

#### SECTION N. MONITORING ACTIVITIES

The City of Casper shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.

#### SECTION O. OWNERSHIP OF DOCUMENTS/WORK PRODUCT

All documents, reports, records, field notes, materials and data of any kind resulting from performance of this Agreement are at all times the property of the City of Casper. Said documents and/or work products shall be delivered to the City of Casper upon suspension, termination or completion of the services by the Consultant.

#### SECTION P. PATENT OR COPYRIGHT PROTECTION, AND RIGHTS IN DATA

The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subconsultants shall violate any such restriction. The Consultant shall defend and indemnify the City of Casper for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

Copyrighting or other exclusions placed on any documents or materials developed by the Consultant, its sublets, agents or assigns under this Agreement are prohibited.

Data produced, furnished, acquired, or used in meeting the terms and conditions of this Agreement are available to the City of Casper, WYDOT and/or the federal funding agency with unlimited rights. Data means all recorded information, regardless of form, to include both technical – scientific or technical nature - and computer software information. It does not include information related to administration of the Agreement such as financial, cost or pricing, or management information. Unlimited rights means that the City of Casper, State or federal agency has the right to use, disclose, reproduce, and distribute the data in any manner and for any purpose, and to permit others to also have unlimited rights. Meanings and uses described in this General Provision are superseded and/or supplemented by 48 CFR 52.227-14.

#### SECTION Q. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

#### SECTION R. PUBLICITY

Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the City of Casper, WYDOT and the federal funding agency as the sponsoring agencies and shall not be released without prior written approval of the City of Casper.

#### SECTION S. SUSPENSION AND DEBARMENT

By signing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with the Office of Management and Budget guidelines at 2 CFR 180 and supplemented by 2 CFR 1200, or are on the disbarred vendors list at [www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/). Further, the Consultant agrees to notify the City of Casper by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION T. TERMINATION OF AGREEMENT

The City of Casper may at any time, by written notice, terminate all or part of the Agreement when the City of Casper determines that the Consultant has failed to perform as required by the terms, conditions, provisions, or obligations of the Agreement – Termination for Cause or Breach – or the City of Casper determines that termination is in the public's best interest – Termination on Public's Behalf/Convenience. In this event, compensation will be made to the Consultant based upon the progress of the work performed prior to termination. Work performed shall be defined as the deliverables specified in the Agreement and accepted by the City of Casper, and not the labor hours billed. The City of Casper will notify the Consultant, in writing, of Agreement termination.

#### SECTION U. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses as described in the U.S. Department of Transportation (DOT) Order 1050.2.

*(In addition to the Federal General Provisions listed above, additional provisions available from*

*WYDOT shall be used in all consultant contracts which utilize Federal Transit Administration funding.)*

## **ATTACHMENT 2**

### **BREACH OF AGREEMENT** (Administrative Written Procedures)

Consultant agreements will incorporate Federal General Provisions regarding breach of agreement consistent with 23 CFR 172 and 2 CFR 200. These Regulations require written procedures to address contractual, legal, and administrative remedies including sanctions and penalties where consultants breach agreement terms, conditions, provisions, or obligations. For purposes of these written procedures, the Agreement terms, conditions, provisions, or obligations will be referred to as Agreement Services.

Numerous Federal General Provisions will be administered using these written procedures. For purposes of administering consultant agreements, breach of agreement may result when analyzing a consultant's professional services under any of the following Federal General Provisions:

#### ATTACHMENT 1, FEDERAL GENERAL PROVISIONS

SECTION C. BREACH OF AGREEMENT  
SECTION D. CERTIFICATION FOR LIMITATIONS ON LOBBYING ACTIVITIES  
SECTION F. CONFLICTS OF INTEREST  
SECTION G. DETERMINATION OF ALLOWABLE COSTS  
SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE  
SECTION J. ERRORS AND OMISSIONS  
SECTION K. HUMAN TRAFFICKING  
SECTION S. SUSPENSION AND DEBARMENT

The consultant's responsibility to make prompt payment to subconsultants will be administered through these written procedures, as required by SECTION VI(C) – Consultant Payments and Retainage and the consultant agreement.

#### Contractual Remedy

Contractual remedy is provided when the above provisions are physically incorporated, or incorporated by reference, into an executed Agreement. Additionally, contractual remedy requires the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

## Legal Remedy

Legal remedy is provided by the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION E – COMPLIANCE WITH LAWS and enforcement of the Agreement as governed by the laws of the State of Wyoming.

## Administrative Procedures, Sanctions, and Penalties

City of Casper concerns with consultant performance and/or adherence to Agreement Services will most often be resolved through the coordination and resolution efforts as outline in SECTION XIII – AGREEMENT ADMINISTRATION of this document. The authorized representative/ primary contact of the City of Casper should document all administrative issues and subsequent resolutions, from start to completion of the Agreement.

There may be an occurrence when a cooperative and acceptable resolution cannot be reached between the City of Casper and the Consultant. At those occurrences, the City of Casper will typically make the determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions. When that determination concludes that the Agreement Services cannot be completed and the City of Casper will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables, the threshold for a material breach of agreement has been reached and will invoke ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION C – BREACH OF AGREEMENT and the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

A City of Casper determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions will need to be supported by the City of Casper documentation of monitoring activities as allowed by ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION N – MONITORING ACTIVITIES. Issues concerning the Consultant's billing of allowable costs should be evaluated in accordance with ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION B – AUDITING AND ACCOUNTING.

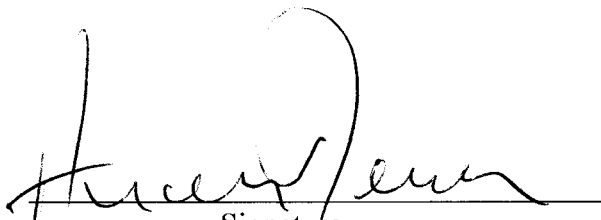
The threshold for a material breach of agreement requires that the Consultant has failed to perform Agreement Services and that the City of Casper has or will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. Both represent a high threshold to assure an acceptable outcome and, as a result, the City of Casper representative through monitoring activities must identify and document unresolved issues early in the Agreement, before either the Consultant or the City of Casper has incurred substantial cost or time. All unresolved issues should be promptly addressed, either reaching resolution, arriving at reasonable penalties/sanctions, or concluding breach of agreement with the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

Penalties and/or sanctions typically available to the City of Casper would be structured as 1) compensatory damages, 2) specific performance, or 3) termination.

Damages, based on additional cost or time incurred by the City of Casper, could be quantified and pursued. Damages, based on lost opportunity incurred by the City of Casper, may be more difficult to quantify. Lost opportunity could include City of Casper delays in the delivery of supplemental work or successor agreements for work, or delay in the year of project construction and the related increased construction costs. Other lost opportunities may be identified and quantified.

Specific performance would require the Consultant to pursue Agreement Services, with adjustment to allowable costs. Specific performance would be used as a remedy, either prior to or for breach of agreement, if the work required by the Agreement required special expertise, is an emergency, or is only available from a single or restricted number of firms. In those cases, damages would not suffice to place the City of Casper in as good a position as it would have been had the breach not occurred.

Termination of the Agreement is presented in ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT. The City of Casper may terminate the Agreement, and either pursue restitution or not pursue restitution. Restitution, as a remedy, means that the City of Casper is put back in the position it was in prior to the breach; without restitution, the Agreement is terminated with both the Consultant and the City of Casper no longer under any Agreement obligation.

  
Signature

6/17/19  
Date





## **TAP Attachment L: Title VI**

*[INSERT TITLE VI FORM]*

City of Casper

## IDENTIFICATION OF TITLE VI / EEO COORDINATOR

Funding Recipient/Contractor Name:	City of Casper
WYDOT Project #:	
Project Location:	Casper, Wyoming
Phone #:	(307) 235-8341

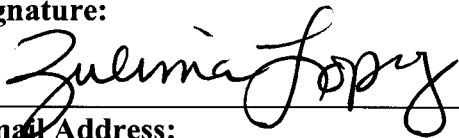
### TITLE VI/EEO IDENTIFICATION REQUIREMENTS

Has the Title VI/EEO Coordinator attended the Local Public Agency training from the Wyoming Department of Transportation? <i>(Project Sponsor Only – Contractors need not respond)</i>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Has the Coordinator changed since the last submitted Identification form?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Is the Coordinator clearly identified within the organization as the individual who will process and/or notify required staff of Title VI/EEO identified issues?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

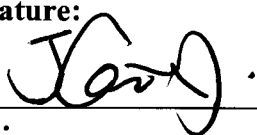
### TITLE VI/EEO COORDINATOR IDENTIFICATION

As required in the Equal Employment Opportunity Special Provisions included in federally funded highway construction contracts/agreements, this form acts as official identification of the Title VI/EEO Coordinator (and/or update) to the Wyoming Department of Transportation and the U.S. Federal Highway Administration (FHWA).

The aforementioned Funding Recipient/Contractor understands that additional information regarding the Coordinator, the Title VI/EEO policy and other aspects of the construction contract compliance program may be requested and/or reviewed at the request of the funding agency.

Title VI/EEO Coordinator:	Signature:	Date:
Zulima Lopez		6/13/2019
Title VI/EEO Coordinator Work Title:	Email Address:	Phone #:
Risk and Facilities Manager	zlopez@casperwy.gov	(307) 235-8212

### APPOINTING OFFICIAL'S ACKNOWLEDGEMENT

Appointing Official's Name:	Signature:
J. Carter Napier	
Appointing Official's Work Title:	Date:
City Manager	6/18/19

For questions regarding this form, contact WYDOT's Office of Civil Rights Program Manager, Lisa Fresquez at 307.777.4457 or [lisa.fresquez@wyo.gov](mailto:lisa.fresquez@wyo.gov).

# The United States Department of Transportation

## Standard Title VI Assurances/Non-Discrimination Provisions

### DOT Order No. 1050.2A

#### City of Casper

(herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

***Modal Operating Administration may include additional Statutory/Regulatory Authorities here.***

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from DOT, including the FHWA."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

***Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.***

#### Specific Assurances

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

**City of Casper**

*“ \_\_\_\_\_, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”;*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient;
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.

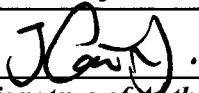
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

***Modal Operating Administration may include additional Specific Assurances in this section.***

By signing this ASSURANCE, City of Casper also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

City of Casper gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the FHWA Program. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA Program. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Casper

By:   
(Signature of Authorized Official)

DATE: 6/18/19

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

### APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW, THEREFORE**, the Department of Transportation as authorized by law and upon the condition that \_\_\_\_\_ City of Casper \_\_\_\_\_ will accept title to the lands and maintain the project constructed thereon in accordance with Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the Regulations for the Administration of Federal Highway Administration (FHWA) Program, and the policies and procedures prescribed by the FHWA of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto \_\_\_\_\_ City of Casper \_\_\_\_\_ all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" (if applicable) attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto \_\_\_\_\_ City of Casper \_\_\_\_\_ and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on \_\_\_\_\_ City of Casper \_\_\_\_\_, its successors and assigns.

\_\_\_\_\_ City of Casper \_\_\_\_\_, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that \_\_\_\_\_ City of Casper \_\_\_\_\_ will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will there on revert to and vest in

and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

## **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

### **APPENDIX C**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by \_\_\_\_\_ City of Casper \_\_\_\_\_ pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, \_\_\_\_\_ City of Casper \_\_\_\_\_ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the \_\_\_\_\_ City of Casper \_\_\_\_\_ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the \_\_\_\_\_ City of Casper \_\_\_\_\_ and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)



**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED  
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

**APPENDIX D**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by \_\_\_\_\_ City of Casper \_\_\_\_\_ pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the \_\_\_\_\_ City of Casper \_\_\_\_\_ will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the \_\_\_\_\_ City of Casper \_\_\_\_\_ will there upon revert to and vest in and become the absolute property of \_\_\_\_\_ City of Casper \_\_\_\_\_ and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

## APPENDIX E


During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



**TAP Attachment M: *sam.gov* Proof of Registration**  
*[INSERT sam.gov Proof of Current Registration]*  
City of Casper

# CASPER, CITY OF - SAM Registration Details



[What is a Verified Vendor?](#)

[Get Verified Now](#)

### Registration Status: ACTIVE

If your business is still pursuing new federal opportunities, the federal registration must be renewed on or before **01-27-2020**. This date is 60 days before your true expiration date of 03-27-2020.

[Why should I renew 60 days early?](#)

[Renew Registration](#)

**CASPER, CITY OF**

**DUNS:** 152720140

**CAGE:** 4ART4

200 NORTH DAVID ST STE 107  
CASPER, WY 82601, USA

Public Business Name: Yes  
Delinquent Federal Debt: No

**Government Point of Contact**

PETE MEYERS  
200 NORTH DAVID  
CASPER, WY , USA  
PMEYERS@CASPERWY.GOV

**Phn:** 3072358295  
**Fax:** 3072358313

**PSC Codes**

**NAICS Codes**

Primary:

[Download Reps & Certs Report](#)

[Renew Registration](#)

### Contracting Registrations


- 8A Program Registration
- DAPA Registration
- DSBS Registration
- GSA Schedule
- GSAP Registration
- HUBZONE Program Registration
- VETBIZ Registration
- WAWF Registration
- WOSB/EDWOSB Registration

### Additional Information

- About SAM (System for Award Management)
- About USFCR
- Federal Contracting FAQ
- Federal Glossary
- Full Vs Self Service Registration
- Importance of a 60 Day Renewal
- Login.gov Account
- On-Boarding Assessment
- Reviews & Testimonials
- Search Federal Contracts
- USFCR Blog
- USFCR Scholarships
- USFCR Staff
- Vendor Seal Information

### Federal Resources

- Acquisition Central
- APTAC Classes
- Federal Procurement Data System
- Office of Management and Budget
- Contract Performance Assessment Reporting System
- SAM Registration Companies
- Simplified Acquisition Program
- USA Spending



USFCR



RESOLUTION NO.19-151

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THE MIDWEST AVENUE BIKE LANE AND PEDESTRIAN DEVELOPMENT PROJECT.

WHEREAS, the City of Casper desires to construct a new separated bike lane, ten foot (10') wide concrete sidewalks, and ADA upgrades along Midwest Avenue between South Elm Street and South Walnut Street; and,

WHEREAS, the TAP program is a federally funded program that is intended to fund projects that will enhance transportation safety, especially for non-motorized transportation enhancements; and,

WHEREAS, the TAP program requires that federal funding criteria be met, and the City of Casper agrees to ensure satisfaction of all requirements; and,

WHEREAS, the City of Casper acknowledges that if funded, the TAP project shall be completed by December 31, 2022; and,

WHEREAS, the City of Casper agrees to set aside a minimum of Fifty-Two Thousand Five Hundred Ninety-One Dollars (\$52,591.00) as a line item in its budget for the required twenty percent (20%) local cash match on the project; and,

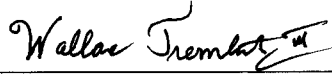
WHEREAS, the City of Casper acknowledges TAP is funded on a reimbursement basis and all invoices must be one hundred percent (100%) paid by the City of Casper prior to reimbursement through TAP (eighty percent (80%) Federal Reimbursement). The City of Casper acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by the City of Casper of all funds reimbursed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute an "Application for Transportation Alternatives Program (TAP) Funding" in the amount of Two Hundred Ten Thousand Three Hundred Sixty-Four Dollars (\$210,364.00) for Fiscal Year 2020.

BE IT FURTHER RESOLVED: That the City Engineer or his designee is hereby authorized to submit the TAP grant to the Wyoming Department of Transportation for processing.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:





ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

June 28, 2019

MEMO TO: J. Carter Napier, City Manager   
FROM: John Henley, City Attorney   
Fleur Tremel, Assistant to the City Manager  
SUBJECT: Authorizing a Memorandum of Understanding (MOU) with FLAG  
Development LLC for the "Former Plains Furniture Properties."

Meeting Type & Date:  
Council Meeting  
July 2, 2018

Action type:  
Resolution

Recommendation:

That Council, by resolution, authorize the MOU with FLAG Development LLC for the real property generally described as the "Former Plains Furniture Properties," (Plains Properties).

Summary:

The Plains Properties were the subject of a Request for Proposal and the subsequent addenda all of which required that responsive proposals be submitted on or before the 14<sup>th</sup> day of February, 2019. There were two proposals in response to RFP#1, however, neither were accepted.

The Plains Properties were again the subject of a modified RFP, with responses due on or before the 3<sup>rd</sup> day of May, 2019. Only one proposal was submitted by FLAG Development, LLC (FLAG). Upon review of the FLAG Proposal, the \$1,000,000 offer for all the properties was subject to multiple requests and conditions which were part of the proposals confidential submission.

An initial review by City staff and two Council members of the confidential conditions and the structure of the proposal resulted in many questions and concerns. There were particular concerns about potential risks for the City and potential obligations required of the City, resulting in significant questions and ambiguities about the net amount of dollars that the City would derive.

Based upon those questions and concerns, discussions by staff with FLAG's representatives were held to try to limit or remove certain conditions and to provide more certainty, both as to the amount of dollars to be received by the City and to limit the potential development entanglement between the Parties.

As a result of the discussions, conditions were withdrawn and the guaranty of a firm purchase price was started making the proposal ready for the Casper City Council's consideration, pursuant to the terms of the proposal and this MOU, all of which are to be memorialized in a Purchase

Agreement between the City of Casper and FLAG Development, LLC, the Parties, should the Council agree to move forward.

Financial Considerations

FLAG shall pay Five Hundred Thousand Dollars (500,000) for the properties.

Oversight/Project Responsibility

J. Carter Napier, City Manager

John Henley, City Attorney

Attachments

Resolution

MOU



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, and FLAG Development, LLC, 2302 West 39<sup>th</sup> Street, Casper, Wyoming 82604.

WITNESSETH:

The City of Casper, Wyoming, is the owner of real property generally described as the “Former Plains Furniture Properties” – See Exhibit 1 (hereafter referred to as “the Properties”).

The Properties were the subject of a Request for Proposal (RFP #1) and the RFP#1’s subsequent addenda all of which required that responsive proposals be submitted on or before the 14<sup>th</sup> day of February, 2019. There were two proposals in response to RFP#1, neither were accepted.

The Properties were again the subject of a modified RFP, RFP#2, with responses due on or before the 3<sup>rd</sup> day of May, 2019. Only one proposal to RFP#2 was submitted; the proposal was submitted by FLAG Development, LLC. (FLAG Proposal).

Upon review of the FLAG Proposal, the \$1,000,000 offer for all the properties was subject to multiple requests and conditions which were part of the RFP#2’s confidential submission.

An initial review by City staff and two Council members of the confidential conditions and the structure of the proposal resulted in many questions and concerns. There were particular concerns about potential risks for the City and potential obligations required of the City, resulting in significant questions and ambiguities about the net amount of dollars that the City would derive.

Based upon those questions and concerns, discussions by staff with FLAG’s representatives were held to try to limit or remove certain conditions and to provide more certainty, both as to the amount of dollars to be received by the City and to limit the potential development entanglement between the Parties.

As a result of the discussions, conditions were withdrawn and the guaranty of a firm purchase price was stated making the proposal ready for the Casper City Council’s consideration, pursuant to the terms of the RFP#2 and this MOU, all of which are to be memorialized in a Purchase Agreement between the City of Casper and FLAG Development, LLC, the Parties, should the Council agree to move forward.

IN CONSIDERATION of the covenants and conditions set forth herein to be performed, the Parties agree as follows:

FLAG Development, LLC shall pay Five Hundred Thousand Dollars (\$500,000.00) for the Properties.

FLAG Development, LLC shall take the Properties where is, as is, except as expressly listed herein.

FLAG Development, LLC shall develop and construct its proposal as specified in RFP#2, which will include both market-rate housing and commercial space; the historic features of the Properties as reflected in RFP#2 shall be incorporated and preserved.

The City of Casper shall provide appropriately sized water services and sewer services to the development site within the public right-of-way. FLAG Development and The Nolan, LLC shall advise the City of Casper on or before September 15, 2019 of the appropriate sized water and sewer services required; the utilities will be installed and ready for FLAG to connect to on or before March 1, 2020. FLAG Development, LLC will pay all appropriate System Investment Charges related to water and sewer service connection fees.

The City of Casper shall waive, *except for hazardous materials*, all associated land fill tipping fees associated with the demolition of the livery stable, the north eastern pre-engineered metal building, and construction debris generated during the construction of the renovations and new structures to be built on the site, for the duration - until substantial completion - of this project. General trash and debris are not to be added to the construction and demolition dumpster.

FLAG Development, LLC has formed a separate holding company registered with the State of Wyoming named "The Nolan, LLC." The Nolan, LLC shall be listed as the purchasing company on the contract for the sale of the property and is expressly permitted for assignment of rights by FLAG. However, both FLAG Development, LLC and The Nolan, LLC shall be responsible jointly and severally for all obligations contained within this MOU and both entities shall be signatories to the final purchase agreement.

The City of Casper shall provide assistance and recommend the replat of the development to allow for the fee simple sale of market-rate residential and/or commercial units, as referred in RFP#2. FLAG Development, LLC, shall submit the plat to The City of Casper for review and approval on or before September 1, 2019; the City of Casper shall complete the plat approval process no later than November 1, 2019. FLAG Development shall formally begin the OYD architectural design review no later than August 1, 2019.

The City of Casper shall agree to a five (5) year restriction on the existing 48-stall parking lot North of the former KaLark's building, ensuring that this lot shall remain a public parking lot; the City of Casper may upgrade and manage such lot for public parking purposes, which may result in temporary closures or some limitations in parking.

The City of Casper shall, as part of the official process of this sale, hold a public hearing to approve, as a term of the Purchase Agreement, that FLAG shall have the right of first refusal to purchase the existing 48-stall parking lot North of the former KaLark's, should the City attempt to sell the same, for a period of five (5) years for the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00).

The City of Casper shall enforce the no overnight parking ordinance on any adjacent City-owned parking lot.

The City of Casper agrees that no additional *offsite* infrastructure improvements such as off-site lighting, curb cuts, utility upgrades, traffic lights, visual screening or other similar improvements will be required that has not already expressly been referenced. However screening of the FLAG/Nolan parking lot and potentially other onsite construction or architectural modifications or improvements may be required and the City of Casper makes no commitments regarding such on site improvements.

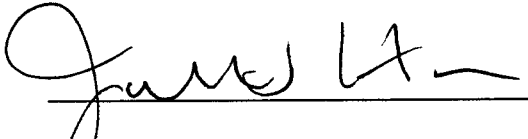
FLAG shall have seventy-five (75) days from the date hereof to complete its due diligence with respect to any Phase I and/or Phase II environmental studies and other inspections of the properties. In addition, FLAG will pursue the acceptance of the motor pool and historic garage into Casper Registered Historic District or getting the building registered on the National Register of Historic Places in order for the project to be eligible for the Federal Historic Preservation Tax Incentives Program. Should the formal acceptance into the Federal Historic Preservation Tax Incentives Program be delayed through no fault of FLAG, an extension until noon September 13, 2019 (the Friday prior to the scheduled closing date – September 17, 2019) will be granted under terms agreed upon by all parties to accommodate the award of the Historic Tax Credits, if any. Should a Phase II study be required, a reasonable extension of time, dependent upon when the study can be completed, is agreed upon by the parties and will be granted to FLAG in order to perform that study; however, the extension expires as of noon September 13, 2019 (the Friday prior to the September, 17 closing date).

If FLAG determines, based upon written response to its inquiries and/or application for admission to the Casper Residential Historic District or on the National Register of Historic Places (non-acceptance of either is sufficient to make this voidable by FLAG) and failure to gain acceptance into the Federal Historic Preservation Tax Incentive Program will render this Agreement voidable by FLAG if it elects in writing voidability, and such election to void the agreement is made in writing and delivered to the City Manager's office, on or before noon, September 13, 2019. FLAG has identified an objective amount of cost that they plan to incur for the removal of hazardous materials, structural modifications, and demolition on the site. The budgeted costs for abatement, structural modifications, and demolition is \$230,000. FLAG agrees to move forward with the closing if the bids received during the due diligence period are determined to be within 10% of that budgeted number, plus \$10,000 for the estimated tipping fee waiver or up to an amount that does not exceed \$263,000. However, if the amount of the bids exceeds \$263,000, this Agreement shall be voidable by FLAG if it elects in writing voidability within seventy-five days of learning that the bids exceed \$263,000 or by noon September 13, 2019. Failure to timely make the voidability election is a waiver of any right FLAG Development, LLC may have to assert that the Agreement is void.

FLAG has provided an updated Letter of Credit, dated May 24, 2019, showing its financial ability to compete this Project, and that letter of credit is expressly relied upon by the City of Casper in entering into this agreement and the purchase agreement contemplated by the parties.

IN WITNESS WHEREOF, the City of Casper, Wyoming and FLAG Development, LLC, have executed this Memorandum of Understanding as of the date first above written.

APPROVED AS TO FORM:

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

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Charles Powell  
Mayor

FLAG DEVELOPMENT, LLC

\_\_\_\_\_  
Brandon Daigle  
Owner

STATE OF WYOMING )

) ss.

COUNTY OF NATRONA )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of FLAG Development, LLC

(seal)

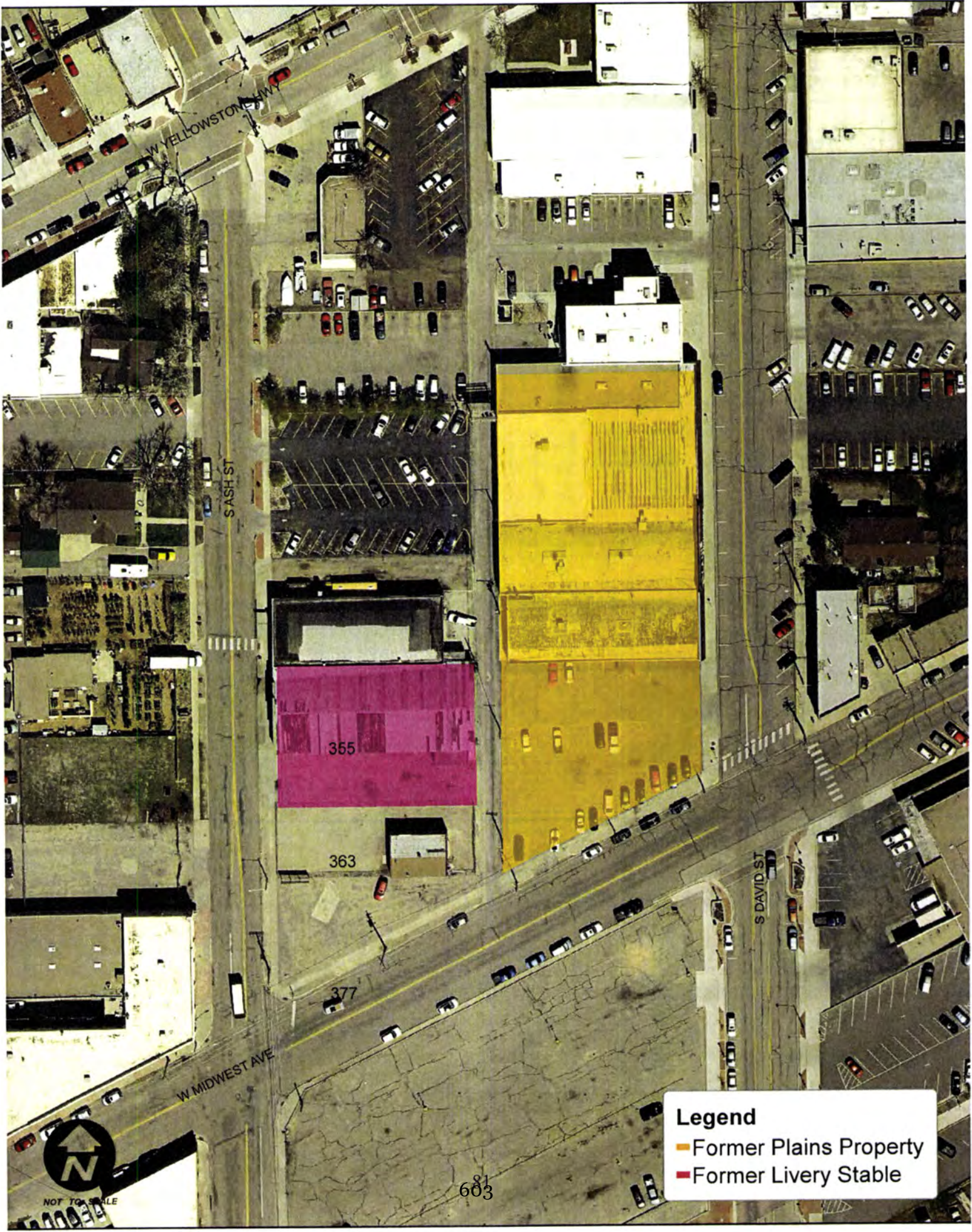
NOTARY PUBLIC

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



Boundaries of Property Parcels

Exhibit 1



- Legend**
- Former Plains Property
  - Former Livery Stable



RESOLUTION NO.19-152

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH FLAG DEVELOPMENT, LLC, FOR THE REAL PROPERTY GENERALLY DESCRIBED AS THE "FORMER PLAINS FURNITURE PROPERTIES."

WHEREAS, the Plains Properties were the subject of a Request for Proposal and the subsequent addenda all of which required that responsive proposals be submitted on or before the 14<sup>th</sup> day of February, 2019, and there were two proposals in response to RFP#1, however, neither were accepted.

WHEREAS, the Plains Properties were again the subject of a modified RFP, with responses due on or before the 3<sup>rd</sup> day of May, 2019, and only one proposal was submitted by FLAG Development, LLC (FLAG).; and,

WHEREAS, Upon review of the FLAG Proposal, the \$1,000,000 offer for all the properties was subject to multiple requests and conditions which were part of the proposals confidential submission.

WHEREAS, there were particular concerns about potential risks for the City and potential obligations required of the City, resulting in significant questions and ambiguities about the net amount of dollars that the City would derive.

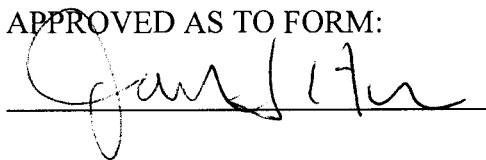
WHEREAS, based upon those questions and concerns, discussions by staff with FLAG's representatives were held to try to limit or remove certain conditions and to provide more certainty, both as to the amount of dollars to be received by the City and to limit the potential development entanglement between the Parties.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a memorandum of understanding with FLAG development LLC, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to accept a verified payment, in the total amount of Five Hundred Thousand Dollars (500,000).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of July, 2019.

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Jan 17", is written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk


---

Charlie Powell  
Mayor



June 24, 2019

MEMO TO: Honorable Mayor Powell and City Council

FROM: J. Carter Napier, City Manager 

SUBJECT: That Council, by Minute Action, Authorize the Appointments of New Members to the Downtown Development Authority (DDA) Board of Directors.

Meeting Type & Date  
Regular Council Meeting  
July 2, 2019

Action type  
Minute Action

Recommendation

That Council, by Minute Action, authorize the appointments of new members Mr. Ryan McIntyre and Mr. Tony Hager Downtown Development Authority (DDA) Board of Directors, each for one (1), four (4) year term expiring June 30, 2023.

Summary

Two of the DDA Board members, Brandon Daigle and Sona Rommel, have each served two (2) four (4) year terms and are not eligible to reapply. After notifying downtown stakeholders and publishing two times in the newspaper, four individuals applied to fill the two open seats.

The DDA Board of Directors reviewed the applicants and recommends the appointments of Ryan McIntyre and Tony Hager as their newest members (letter attached). Both Ryan and Tony will each be appointed for one (1), four (4) year term and will be eligible to be reappointed for one additional four (4) year term after this current term expires June 30, 2023.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Kevin Hawley, Executive Director, Downtown Development Authority

Attachments

Letter of Recommendation for Appointment, Notice of Publication, Applicants Letters of Interest.



June 20, 2019

The Honorable Charlie Powell  
Mayor of the City of Casper  
The Honorable Members of the City Council  
The City of Casper  
200 N. David Street  
Casper, WY 82601

Dear Mayor Powell and Members of the City Council:

The Downtown Development Authority (DDA) respectfully requests Council to appoint new members, Mr. Ryan McIntyre and Mr. Tony Hager, to the Board of Directors. A letter of interest and application is also attached for your consideration for Mr. McIntyre and Mr. Hager.

The DDA began accepting applications for this position on April 1, 2017 with an email newsletter to downtown property owners, merchants, and community subscribers. The request for applicants was followed by two publications in the Casper Star Tribune on April 7th and April 17th. The publicized due date for applications was May 15, 2019. On Wednesday, June 5, the DDA Board met and formally voted to recommend these applicants to the Mayor and City Council for appointment.

A full term, effective July 1, 2019 is for four years, per State Statute 15-9-205 and local City Ordinance No. 21-15, passed, approved and adopted on September 15, 2015. The four year term also matches our mill-levy election and funding cycle and helps create institutional knowledge for critical elements of our organization.

We request Mr. McIntyre and Mr. Hager be appointed to a full term, effective July 1, 2019 and expiring June 30, 2023.

In lieu of the recent resignation of Ms. Holthouse, the board respectfully requests a few months to determine the best course of action forward. Hopefully, this time will allow the new board to settle and determine shortcomings and needs to move downtown forward in a positive and effective manner.

The board extends its sincere appreciation to you and the council for your consideration of these great community leaders.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kevin Hawley".

Kevin Hawley  
Executive Director

**DOWNTOWN DEVELOPMENT**  
**— AUTHORITY —**

• 341 W. Yellowstone Hwy • Casper, WY • 82601 •

\*\*\* Proof of Publication \*\*\*

Casper Star-Tribune  
P.O. Box 80, Casper, WY 82602-0080, ph 307-266-0500

AFFIDAVIT OF PUBLICATION

STATE OF WYOMING )  
COUNTY OF NATRONA )

I, the undersigned, being a person in the employ of the Casper Star-Tribune, a newspaper published in CASPER, NATRONA COUNTY, WYOMING, and, knowing the facts herein set forth do so solemnly swear that a copy of the notice as per clipping attached was printed and published

Daily

Weekly

In the regular and entire issue of said newspaper, and not in any supplement thereof, for 2 Consecutive Days Weeks

commencing with issue dated Apr 7, 2019  
ending with issue dated Apr 17, 2019

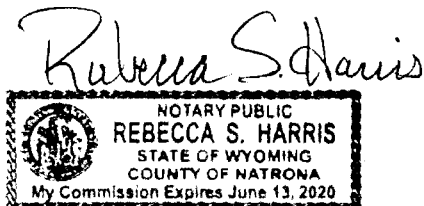
Downtown Development Authority  
Kevin Hawley  
341 W. YELLOWSTONE HWY.  
CASPER WY 82601

ORDER NUMBER 52968

Sarah Bowman  
Signed

Subscribed in my presence and sworn to before me this

18th day of Apr 2019



CASPER DDA BOARD  
POSITION

The Casper Downtown Development Authority (DDA) is seeking applicants for the Board of Directors. There are three seats available with terms expiring 6/30/23. Details of the board and an application form can be found at [downtowncasper.com](http://downtowncasper.com) or by stopping our office. Applications, including a Letter of Interest, will be received until May 15, 2019, 4:00 pm, at the offices of the Downtown Development Authority located at 341 W. Yellowstone Hwy. Please call 307-235-6710 or email [admin@downtowncasper.com](mailto:admin@downtowncasper.com) for additional information.  
Published: April 7 & 17, 2019  
Legal No: 52968

Section: Legal Notices

Category: 910 Advertisements for bids

PUBLISHED ON: 04/07/2019, 04/17/2019

TOTAL AD COST: 103.46

FILED ON: 4/18/2019

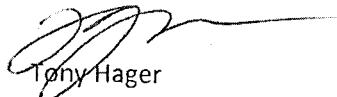
May 13, 2019

Kevin Hawley  
Casper DDA  
341 W. Yellowstone Hwy.  
Casper, WY 82601

Dear Mr. Hawley,

Please find the attached Application Form for consideration of the Downtown Development Authority Board of Directors. As a downtown property owner and business owner, I am downtown nearly seven days a week and believe my insights and perspective may provide value to your organization. I have been extremely impressed with the transformation of our downtown over the last few years and I would love to see it continue. I hope I can volunteer my time to be part of this great organization and continue to see great things happen downtown. If you have any questions about my application or interest, please do not hesitate to reach out.

Sincerely,



Tony Hager  
Owner, Slumberland Furniture

May 15, 2019

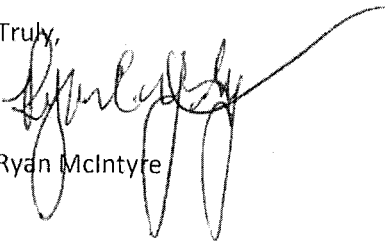
Downtown Development Authority  
Attn: Kevin Hawley  
341 W. Yellowstone Highway  
Casper, WY 82601

Dear Board of Directors,

Please accept this letter and application as my formal submission for the Board of Directors of the Casper Downtown Development Authority. I have been a downtown business operator for 13+ years. After years of renting and with the recent growth and energy downtown, I recently made the decision to purchase and renovate a historic building on Center Street, in the heart of downtown Casper. It was a large undertaking and certainly a labor of love, but I couldn't be more proud of the results.

Now, I believe I have been in every stage of downtown business and have come full circle with owning, renovating, and operating my business out of my new building. I am extremely proud of our property and excited to get more involved in downtown and offer my thoughts and ideas to help continue moving it forward. I look forward to the opportunity to meet with you and discuss ideas for the future growth, development, and betterment of downtown.

Truly,

A handwritten signature in black ink, appearing to read "Ryan McIntyre", with a long, sweeping horizontal line extending to the right.

Ryan McIntyre

June 17, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
Bruce Martin, Public Utilities Manager  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Bid rejection for the Waste Water Treatment Plant (WWTP) Digester Boiler Installation, Project No. 17-068

Meeting Type & Date

Regular Council Meeting  
July 2, 2019

Action Type

Minute Action

Recommendation

That Council, by minute action, reject the bid submitted for the WWTP Digester Boiler Installation, Project No. 17-068.

Summary

On Thursday, May 30, 2019, one (1) bid was received for the installation of a new boiler and HVAC equipment at the WWTP digester building. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
GW MECHANICAL	MILLS, WY	\$834,200.00

The budget for this project was originally \$300,000.00 for the installation of the boiler. During design it was found that there were fire code compliance issues. To address the fire code concerns additional HVAC work was required and included in the project scope. The Engineer's estimate for the boiler installation and HVAC work was \$450,000.00. The Consultant has discussed the bid with city staff and recommends rejection of this bid. The Consultant believes that some minor scope adjustments and an increase in contract time could increase interest in the project and lead to more competitive bids.

Financial Considerations

Funds available for this project are from 1%#15 funds allocated to the WWTP.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments

None