

REGULAR COUNCIL MEETING
Tuesday, April 5, 2016
6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

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

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

2015 CITY COUNCIL GOALS

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

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

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

Council Goals Scorecard <i>Actions since 5/5/2015</i>
18
109
47

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE MARCH 15, 2016 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 23, 2016
4. CONSIDERATION OF MINUTES OF THE MARCH 22, 2016 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 29, 2016
5. CONSIDERATION OF BILLS AND CLAIMS
6. PROCLAMATION –NATIONAL SERVICE RECOGNITION DAY/ SERVE WYOMING
7. EQUAL PAY – R.C. JOHNSON
8. THIRD READING ORDINANCES

A. Consent

1. **Vacation and Replat** Lots 10,11,12,14,15,16 a Portion of Hope Street Right of Way, and Tract A of Heritage Hills No. 3, to Create **Heritage Hills Addition No. 4**, Generally Located at South Beverly and East 26th Streets.
2. Amending Certain Sections of **Chapter 15.12** of the Casper Municipal Code-**Board of Examiners and Appeals, and Contractor Licensing.**

9. RESOLUTIONS

A. Consent

1. Authorizing Acceptance of a Grant from the **International Association of Chiefs of Police**, in the Amount of \$100,000, for the **Casper Police Department’s Victim Witness Program** for Participation in the *Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Initiative.*
2. Authorizing a Lease Agreement with **Jere & Al, LLC**, for the Operation of the **19th Hole Restaurant**, at the Casper Municipal Golf Course.
3. Accepting the **Revised Wyoming Association of Risk Management Property Insurance Joint Powers Agreement.**
4. Authorizing a Contract for the Purchase of an **18 Passenger Paratransit Bus** with **Davey Coach**, in an Amount Not to Exceed \$87,283.00, for Use in the City’s Public Transportation System.

2015 Goals		
Downtown	Infrastructure	Recreation
		X

9. RESOLUTIONS (continued)

A. Consent

5. Approving the **Vacation and Replat Creating Mesa Del Sol II, Lots 32B and 33B.**
6. Approval of **Weed and Litter Contract** with **AAA Landscaping**, for Clean-up of Weeds, Grass Cuttings, and Trash Covered Properties.
7. Approval of **Weed and Litter Contract** with **B & B Sales and Services**, for Clean-up of Weeds, Grass Cuttings, and Trash Covered Properties.
8. Approval of **Weed and Litter Contract** with **Green Tree Arboriculture, LLC**, for Clean-up of Weeds, Grass Cuttings, and Trash Covered Properties.
9. Approval of **Weed and Litter Contract** with **HoleShot Lawn Care Services, LLC**, for Clean-up of Weeds, Grass Cuttings, and Trash Covered Properties.
10. Authorizing Application for Encroachment with the **Casper-Alcova Irrigation District (CAID)** for Installation of a Sanitary Sewer Main within CAID Easements and Right-Of-Ways for the **33 Mile Sanitary Sewer Project.**
11. Authorizing **Funding Agreement** with the **Natrona County Conservation District**, in the Amount of \$85,000.
12. Authorizing Agreement with **Installation and Service Co., Inc.**, in the Amount of \$352,700, for the **2016 Casper Public Utilities Asphalt Repair Project.**
13. Authorizing a Mineral Royalties Grant from the **Wyoming State Loan and Investments Board**, in the Amount of \$633,110, for the **“K” Street Reconstruction Project.**
14. Authorizing Agreement with **Dana Kepner Company of Wyoming**, in the Amount of \$14,479.13, for the **2016 Casper Public Utilities Materials Procurement.**
15. Authorizing Agreement with **Waterworks Industries, Inc.**, in the Amount of \$41,258.40, for the **2016 Casper Public Utilities Materials Procurement.**

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	
	X	

9. RESOLUTIONS (continued)

A. Consent

16. Authorizing a **Joint Study** of the Challenges Facing the **Public Library** by the **City of Casper, Natrona County, and the Natrona County School District Board.**

10. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of One (1) Used Olympia, Millennium 800, **Ice Resurfacer** from **CMI-Teco**, Casper, Wyoming, in the Amount of \$78,392, to be Used at the City of Casper Ice Arena Section for the Leisure Services Department.
2. Authorizing the Purchase of One (1) Used 40 Ton **Articulated Dump Truck**, from **Tri-State Truck and Equipment**, Casper, Wyoming, in the Amount of \$388,270, to be Used in the Solid Waste Division of the Public Service Department.
3. Authorizing the Purchase of One (1) Used **John Deere 1600 Turbo Series II**, from **Stotz Equipment**, Casper, Wyoming, in the Amount of \$45,000, before Trade-in Allowance, to be Used in the Parks Division of the Public Services Department.

2015 Goals		
Downtown	Infrastructure	Recreation

11. COMMUNICATIONS

A. From Persons Present

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

13. ADJOURNMENT

Upcoming Council meetings

Council meetings

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

6:00 p.m. Tuesday, May 3, 2016 – Council Chambers

Work sessions

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

4:30 p.m. Tuesday, April 26, 2016 – Council Meeting Room

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
 Casper City Hall – Council Chambers
 March 15, 2016

Casper City Council met in regular session at 6:00 p.m., Tuesday, March 15, 2016. Present: Councilmen Cathey, Heili, Hopkins, Johnson, Miller, Pacheco, Powell, Schlager and Mayor Sandoval.

Mayor Sandoval led the audience in the Pledge of Allegiance.

Moved by Councilman Miller, seconded by Councilman Hopkins, to, by minute action, approve the minutes of the March 1, 2016, regular Council meeting, as published in the Casper-Star Tribune on March 11, 2016. Motion passed.

Moved by Councilman Powell, seconded by Councilman Johnson, to, by minute action, approve payment of the March 15, 2016, bills and claims, as audited by City Manager McDonald. Motion passed.

Bills & Claims
 03/15/16

71Construction	Projects	\$109,418.27
A Lantis	Reimb	\$317.35
AMBI	Services	\$540.33
ArrowheadHeating	Services	\$945.00
AtlanticElectric	Services	\$8,142.50
ATruijillo	Reimb	\$140.00
Balefill	Services	\$56,539.16
BankOfAmerica	Goods	\$172,787.53
Burns&McDonnellEngineering	Services	\$3,306.96
BVandervoort	Refund	\$73.38
CasparBuildSystems	Services	\$197,924.65
CasperPubSafetyComm	Services	\$1,832.05
CATC	Funding	\$133,961.00
CDegraeve	Refund	\$120.00
CDWGvmt	Goods	\$7,318.86
Centurylink	Services	\$1,345.50
CGerhardt	Reimb	\$36.50
Charter	Services	\$450.00
Chromascape	Goods	\$13,407.00
CIGNA	Services	\$25,210.08
CityofCasper	Services	\$13,063.34
ClerkCircuitCourt	Services	\$1,366.23
CmmntyBldrs	Services	\$6,835.43
CommTech	Goods	\$2,699.76
ContAlcoholMont	Supplies	\$285.00
Dell	Goods	\$864.61

DesertMtn	Goods	\$51,899.62
Dhartness	Refund	\$56.57
DRaatz	Reimb	\$100.00
DSteinberg	Reimb	\$160.00
DvdsnFxdMgmt	Services	\$6,386.94
EnvironmentalCivilSolutions	Services	\$6,979.10
EYonker	Reimb	\$475.00
FirstData	Services	\$4,223.14
FirstInterstateBank	Services	\$84.60
FmlyJrnyCtr	Services	\$230.08
GolderAssociates	Services	\$14,831.67
GPCArchtccts	Services	\$63,155.51
GrizzlyExcavating	Projects	\$103,973.91
GrizzlyExcvt	Services	\$5,387.79
GSGArchitecture	Services	\$11,329.37
GWilliamsInvst	Services	\$600.00
GYoneda	Reimb	\$51.41
Hach	Goods	\$870.40
HaseldenWYConst	Services	\$148,150.61
HdqstConst	Services	\$9,346.57
HDR Engineering	Projects	\$1,266.45
HedquistConstruction	Projects	\$84,119.12
HewlettPackard	Goods	\$951.32
Hitek	Services	\$9,214.00
InbergMillerEngineers	Services	\$142.00
Installation&Svc	Projects	\$2,514.82
ITCElec	Services	\$1,145.40
J Shellabarger	Reimb	\$1,136.74
JLMay	Refund	\$52.48
JPulver	Refund	\$42.82
KadrmassLeeJackson	Services	\$4,971.00
KCWY-TV	Services	\$1,505.00
LaborReady	Services	\$974.61
LnclnNtlLife	Services	\$284.86
Manpower	Services	\$426.56
MillsPolice	Services	\$656.25
ModernElectric	Services	\$148.00
Motorola	Goods	\$5,688.62
NationalBenefitServices	Services	\$3,270.75
NatronaCountyCommissioner	Services	\$1,142.17
NC Clerk	Services	\$138.00
NCOff	Funds	\$1,009.33
NCSheriffsOffice	Funding	\$656.25
NevesUniforms	Goods	\$1,335.50
NHesse	Refund	\$186.71
NorthParkTransport	Services	\$85.40

OfficeStateLands	Services	\$140,172.28
OhlsonLavoie	Services	\$1,548.15
OneCallofWy	Services	\$254.50
PBrooker	Services	\$300.00
PoliceDept	Services	\$300.00
PorterMuirhead	Services	\$46,350.00
PostalPros	Services	\$12,198.48
PvrtyRestncFoodPntry	Funding	\$373.97
ResourceStaff	Services	\$1,773.37
RockyMtnPower	Services	\$197,946.64
RotaryClub	Dues	\$219.66
RYoung	Reimb	\$81.13
S Szewczyk	Reimb	\$475.36
SalemMinerals	Supplies	\$651.17
Sandbar	Refund	\$1,500.00
ScienceZne	Funds	\$24,000.00
SCrook	Refund	\$104.91
SeniorPatientAdvocates	Services	\$450.00
Serpentix	Services	\$55,843.85
Smarsh	Services	\$2,554.50
SMBurd	Refund	\$10.59
SourceGas	Services	\$46,744.84
StealthPartnerGroup	Services	\$58,780.40
StellarProgramming	Services	\$1,760.00
SuperiorStructures	Goods	\$731.00
TBarker	Refund	\$45.07
TDach	Reimb	\$69.99
TLewis	Refund	\$51.82
UrgentCare	Services	\$90.00
VelocityConstructors	Services	\$58,124.00
VentureTech/ISC	Services	\$15,952.14
Visits	Services	\$23.00
WasteWaterTreatment	Funding	\$600.00
WERCSCommunications	Services	\$1,015.00
WestPlainsEngineering	Services	\$11,600.00
WLovejoy	Refund	\$54.07
WorthingtonLenhart&Carpenter	Services	\$3,312.38
WstrnDist	Beer	\$300.00
WyAssocH&Redev	Seminar	\$75.00
WyDeptAgriculture	Goods	\$50.00
WYDOT	Services	\$12,161.75
WYFoodforThought	Funding	\$7,934.75
YouthCrisisCenter	Funding	\$5,004.75
ZLowndes	Reimb	\$155.16
ZSzekely	Services	\$1,415.70
		\$2,023,446.32

Mayor Sandoval opened the public hearing for the amendment to the 2015-2016 Community Development Block Grant Annual Action Plan and an update to the Citizen Participation Plan.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to V.H. McDonald, dated March 15, 2016 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated March 4, 2016. City Manager McDonald provided a brief report.

City of Casper Community Development employees Liz Becher, Director/Assistant City Manager and Joy Clark, Technician, further reported on the matter.

There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 16-65

A RESOLUTION ADOPTING THE AMENDMENT TO THE FY2015—2016 ANNUAL ACTION PLAN, FOR THE PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND ADOPTING THE UPDATE TO THE CITIZEN PARTICIPATION PLAN AND AUTHORIZING SUBMISSION OF THE SAME TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

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

The following ordinances were considered, on second reading, by consent agenda.

ORDINANCE NO. 2-16

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND ZONING CREATING LA HACIENDA ADDITION TO THE CITY OF CASPER; AND ALSO APPROVING LA HACIENDA ADDITION SUBDIVISION AGREEMENT

ORDINANCE NO. 3-16

AN ORDINANCE APPROVING A FINAL PLAT AND A SUBDIVISION AGREEMENT FOR THE DEVELOPMENT OF THE HERITAGE HILLS ADDITION NO. 4 SUBDIVISION IN THE CITY OF CASPER, WYOMING.

ORDINANCE NO. 4-16

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

ORDINANCE NO. 5-16
AN ORDINANCE AMENDING CERTAIN SECTIONS OF
CHAPTER 15.12 OF THE CASPER MUNICIPAL CODE -
BOARD OF EXAMINERS AND APPEALS, AND
CONTRACTOR LICENSING.

Councilman Cathey presented the foregoing four (4) ordinances for adoption, on second reading, by consent agenda. Seconded by Councilman Powell. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 16-66
A RESOLUTION AUTHORIZING A CONTRACT FOR
PROFESSIONAL SERVICES WITH NORTH LINE GIS, LLC.

RESOLUTION NO. 16-67
A RESOLUTION AUTHORIZING A REPAYMENT
AGREEMENT FOR TRANSIT BUSES.

RESOLUTION NO. 16-68
A RESOLUTION APPROVING THE VACATION AND
REPLAT OF LOTS 2A, 213, AND TRACT A, PRAIRIE PARK
ESTATES NO. 3, TO CREATE PRAIRIE PARK ESTATES NO.
5; AND THE ASSOCIATED SUBDIVISION AGREEMENT.

RESOLUTION NO. 16-69
A RESOLUTION RENAMING PRAIRIE SCHOONER ROAD,
CREE COURT, UTE COURT, AND ERIE COURT, LOCATED
IN THE COTTONWOOD ADDITION, AND AUTHORIZING
AND DIRECTING THE RESOLUTION TO BE RECORDED IN
THE OFFICE OF THE NATRONA COUNTY CLERK.

RESOLUTION NO. 16-70
A RESOLUTION AUTHORIZING A TRANSPORTATION
ALTERNATIVES PROGRAM AGREEMENT WITH THE
WYOMING DEPARTMENT OF TRANSPORTATION FOR
THE ROBERTSON ROAD PATHWAY CONTINUATION
PROJECT.

RESOLUTION NO. 16-71
A RESOLUTION AUTHORIZING A LICENSE AGREEMENT
WITH MIDWEST URBAN DEVELOPMENT, LLC TO
INSTALL A CONCRETE RETAINING WALL WITHIN SOUTH
ASH STREET RIGHT-OF-WAY.

RESOLUTION NO. 16-72

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING FOR THE WASHINGTON PARK BLEACHERS PROJECT.

RESOLUTION NO. 16-73

A RESOLUTION AUTHORIZING A CONTINGENCY AND DEVELOPMENT AGREEMENT WITH NALCO FABTECH, LLC, CASPER AREA ECONOMIC DEVELOPMENT ALLIANCE, INC., THE ECONOMIC DEVELOPMENT JOINT POWERS BOARD, AND THE CITY OF CASPER FOR A NEW SANITARY SEWER MAIN AS PART OF THE 33 MILE SANITARY SEWER PROJECT.

RESOLUTION NO. 16-74

A RESOLUTION AUTHORIZING CHANGE ORDER NO.3 WITH HASELDEN WYOMING CONSTRUCTORS, LLC, FOR A PRICE INCREASE AS PART OF THE RECREATION CENTER FACILITY UPGRADES PROJECT.

RESOLUTION NO. 16-75

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING, FOR PROFESSIONAL SERVICES FOR THE K STREET IMPROVEMENTS PROJECT.

Councilman Pacheco presented the foregoing ten (10) resolutions for adoption. Seconded by Councilman Johnson. Motion passed.

Moved by Councilman Hopkins, seconded by Councilman Powell, to, by consent minute action approve a one year extension for Retail Liquor License No. 36, Urban Market Wines, LLC, d.b.a. Urban Bottle Wine and Spirits, located at 319 West Midwest; and acknowledge the receipt of the financial interest disclosures completed by City Council and City Staff. Motion passed.

Individuals addressing the Council were: Michael Reid, 1615 Luker Dr., regarding the Safe Ride program; Pat Sweeney, 951 N. Kimball, regarding the Safe Ride program, construction of the new Hogadon Lodge, the Liquor License extension, and economic diversification; Lynette Boatright, 1114 S. Durbin, regarding the Liquor License extension; and Woody Giles, 290 Magnolia, regarding economic diversification.

Mayor Sandoval noted the next meeting of the City Council will be a Special Council meeting to be held at 4:30 p.m., Tuesday March 22, 2016 in the Council Chambers with the regularly scheduled work session to follow in the Council's meeting room.

Moved by Councilman Johnson, seconded by Councilman Miller, to, by minute action adjourn.
Motion passed. The meeting was adjourned at 7:10 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
March 22, 2016

Casper City Council met in special session at 4:30 p.m., Tuesday, March 22, 2016. Present: Cathey, Hopkins, Johnson, Miller, Heili, Powell, Schlager and Mayor Sandoval.

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

Mayor Sandoval led the audience in the Pledge of Allegiance.

The following resolution was considered, by consent agenda:

RESOLUTION NO. 16-76
A RESOLUTION ADOPTING THE NATRONA COUNTY
EMERGENCY OPERATIONS PLAN.

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

Moved by Councilman Cathey seconded by Councilman Johnson, to adjourn into the regularly scheduled work session. Motion passed. The meeting was adjourned at 4:36 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

71 CONSTRUCTION

RIN0026422 RETAINAGE

\$571.53
\$571.53 Subtotal for Dept. Sewer
\$571.53 Subtotal for Vendor

71 CONSTRUCTION, INC.

RIN0026425 RETAINAGE

\$1,999.20
\$1,999.20 Subtotal for Dept. Capital Projects
\$1,999.20 Subtotal for Vendor

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

16-02-925 POSTAGE

\$32.52
\$32.52 Subtotal for Dept. Balefill

16-02-927 POSTAGE

\$165.42
\$165.42 Subtotal for Dept. Casper Events Center

16-02-924 POSTAGE

\$35.44
\$35.44 Subtotal for Dept. City Attorney

16-02-981 POSTAGE

\$50.31
\$50.31 Subtotal for Dept. Engineering

16-02-928 POSTAGE

\$19.57
\$19.57 Subtotal for Dept. Fire

16-02-929 POSTAGE

\$8.70
\$8.70 Subtotal for Dept. Fort Caspar

16-02-934 POSTAGE

\$9.19
\$9.19 Subtotal for Dept. Human Resources

16-02-938 POSTAGE

\$597.60
\$597.60 Subtotal for Dept. Police

16-02-936 POSTAGE

\$11.60
\$11.60 Subtotal for Dept. Property & Liability Insurance

16-02-937 POSTAGE

\$6.78
\$6.78 Subtotal for Dept. Refuse Collection

16-02-933 POSTAGE

\$52.96
\$52.96 Subtotal for Dept. Water
\$990.09 Subtotal for Vendor

AARON CLIFFORD

RIN0026469 UTILITY REFUND

\$151.75
\$151.75 Subtotal for Dept. Water
\$151.75 Subtotal for Vendor

AARON KLOKE

RIN0026431 TRAVEL REIMBURSEMENT

\$31.85
\$31.85 Subtotal for Dept. Planning
\$31.85 Subtotal for Vendor

ABRAHAMSON, WILLIS

0026205521 UTILITY REFUND

\$11.90

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

ABRAHAMSON, WILLIS

\$11.90 Subtotal for Dept. Water
\$11.90 Subtotal for Vendor

ADVANCED HYDRAULICS & MACHINE

65257 BALER

\$20,979.79
\$20,979.79 Subtotal for Dept. Balefill
\$20,979.79 Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

15555 GREEN ROLL OUTS

\$28,890.08
\$28,890.08 Subtotal for Dept. Property & Liability Insurance
\$28,890.08 Subtotal for Vendor

ANAGNOSTOPULOS, LISA

0026205516 UTILITY REFUND

\$56.57
\$56.57 Subtotal for Dept. Water
\$56.57 Subtotal for Vendor

ATLANTIC ELECTRIC, INC.

6326 FURNACE REPAIR

\$150.00
\$150.00 Subtotal for Dept. Fire
\$150.00 Subtotal for Vendor

BALEN, JONI

RIN0026472 UTILITY REFUND

\$52.96
\$52.96 Subtotal for Dept. Water
\$52.96 Subtotal for Vendor

BANCARD SVCS., INC.

16881 OFFICE SUPPLIES
16915 OFFICE SUPPLIES

\$20.80
\$39.43
\$60.23 Subtotal for Dept. Casper Events Center
\$60.23 Subtotal for Vendor

BASIC SCHOOL OF BEAUTY

0026104099 UTILITY REFUND

\$61.00
\$61.00 Subtotal for Dept. Water
\$61.00 Subtotal for Vendor

BENSON, MICHELLE

0026144836 UTILITY REFUND

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

BETHANY RAVER

RIN0026448 COURT INTERPRETER

\$45.00
\$45.00 Subtotal for Dept. Municipal Court

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

BETHANY RAVER

\$45.00 Subtotal for Vendor

BOUISSEY, AMANDA

0026104097 UTILITY REFUND

\$52.30

\$52.30 Subtotal for Dept. Water

\$52.30 Subtotal for Vendor

BOYS & GIRLS CLUBS OF CENTRAL WY

3986 FUNDING

\$18,321.25

\$18,321.25 Subtotal for Dept. One Cent #15

\$18,321.25 Subtotal for Vendor

BRAIN INJURY ASSOC. OF WYOMING

412 FUNDING

\$221.25

\$221.25 Subtotal for Dept. One Cent #15

\$221.25 Subtotal for Vendor

BRENT ERICKSON

RIN0026474 UTILITY REFUND

\$33.38

\$33.38 Subtotal for Dept. Water

\$33.38 Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.

78385-18 CENTRIFUGE INSTALLATION

\$1,957.05

\$1,957.05 Subtotal for Dept. Waste Water

\$1,957.05 Subtotal for Vendor

CARDINAL TRACKING, INC.

110574 MAINTENANCE FEES

\$3,466.80

\$3,466.80 Subtotal for Dept. Finance

\$3,466.80 Subtotal for Vendor

CASELLE, INC.

71693 MAINTENANCE SUPPORT

\$75.00

\$75.00 Subtotal for Dept. Finance

\$75.00 Subtotal for Vendor

CASPER AMATEUR HOCKEY

20053 FUNDING

\$612.00

20055 FUNDING

\$3,172.00

20054 FUNDING

\$1,868.00

\$5,652.00 Subtotal for Dept. Social Community Services

\$5,652.00 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

2016-202 BUS EXPENSES

\$32,217.00

2016-204 BUS EXPENSES

\$27,852.00

2016-203 CATC EXPENSES

\$15,982.00

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

CASPER AREA TRANSPORTATION COALITION

2016-201 CATC EXPENSES

\$63,926.00
\$139,977.00 Subtotal for Dept. C.A.T.C.
\$139,977.00 Subtotal for Vendor

CASPER PUBLIC UTILITIES

RIN0026404 SANITATION
RIN0026404 SEWER

\$105.00
\$20.54
\$125.54 Subtotal for Dept. Water Treatment Plant
\$125.54 Subtotal for Vendor

CASPER STAR TRIBUNE - LEGAL ADS ONLY

1004952 LEGAL AD

\$285.32
\$285.32 Subtotal for Dept. Code Enforcement
\$285.32 Subtotal for Vendor

CENTRAL PAINT & BODY

31330 BODY SHOP REPAIRS
31305 BODY SHOP REPAIRS
31311 BODY SHOP REPAIRS
31387 BODY SHOP REPAIRS

\$9,333.18
\$1,463.72
\$5,795.00
\$3,586.04
\$20,177.94 Subtotal for Dept. Fleet Maintenance
\$20,177.94 Subtotal for Vendor

CENTURYLINK

RIN0026447A PHONE USE

RIN0026421 PHONE USE
RIN0026421 PHONE USE

RIN0026421 PHONE USE
RIN0026445 PHONE USE

RIN0026421 PHONE USE
RIN0026421 PHONE USE

RIN0026421 PHONE USE
RIN0026421 PHONE USE

RIN0026421 PHONE USE

AP00013203251610 PHONE USE

RIN0026414 PHONE USE
RIN0026421 PHONE USE
RIN0026414 PHONE USE
RIN0026445 PHONE USE

\$37.54
\$37.54 Subtotal for Dept. Balefill

\$43.91
\$74.80
\$118.71 Subtotal for Dept. Casper Events Center

\$39.65
\$5.28
\$44.93 Subtotal for Dept. Cemetery

\$75.56
\$63.37
\$138.93 Subtotal for Dept. City Hall

\$86.15
\$65.10
\$151.25 Subtotal for Dept. Communications Center

\$37.78
\$37.78 Subtotal for Dept. Engineering

\$1,568.75
\$1,568.75 Subtotal for Dept. Finance

\$65.42
\$479.30
\$65.42
\$161.75
\$771.89 Subtotal for Dept. Fire

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

CENTURYLINK

RIN0026421 PHONE USE	\$155.37		
	\$155.37	Subtotal for Dept.	Metro Animal
RIN0026421 PHONE USE	\$43.61		
	\$43.61	Subtotal for Dept.	Municipal Court
RIN0026421 PHONE USE	\$61.32		
RIN0026414 PHONE USE	\$81.69		
	\$143.01	Subtotal for Dept.	Parking
RIN0026445 PHONE USE	\$35.61		
RIN0026421 PHONE USE	\$37.78		
	\$73.39	Subtotal for Dept.	Police
RIN0026421 PHONE USE	\$42.57		
	\$42.57	Subtotal for Dept.	Sewer
RIN0026445 PHONE USE	\$44.54		
	\$44.54	Subtotal for Dept.	Waste Water
RIN0026414 PHONE USE	\$195.94		
	\$195.94	Subtotal for Dept.	Water
	\$3,568.21	Subtotal for Vendor	

CHARTER

AP00017503251610 INTERNET	\$452.95		
	\$452.95	Subtotal for Dept.	Finance
	\$452.95	Subtotal for Vendor	

CHRIS EVANS

RIN0026430 TRAVEL REIMBURSEMENT	\$41.74		
	\$41.74	Subtotal for Dept.	Streets
	\$41.74	Subtotal for Vendor	

CITY OF CASPER

137692 SANITATION	\$7,210.60		
	\$7,210.60	Subtotal for Dept.	Council
5128/137908 GIS EXPENSES	\$982.70		
5128/137908 GIS EXPENSES	\$9,350.64		
	\$10,333.34	Subtotal for Dept.	Metropolitan Planning
137853 COMMUNITY PROMOTIONS	\$750.00		
	\$750.00	Subtotal for Dept.	Social Community Services
137807 TRUCK DAY AND TRAINING	\$3,309.45		
	\$3,309.45	Subtotal for Dept.	Special Assistance
2181/137970 DISALLOWED EXPENSES - HUD	\$1,871.17		
	\$1,871.17	Subtotal for Dept.	Planning
	\$23,474.56	Subtotal for Vendor	

CITY OF CASPER - BALEFILL

1339/137878 SANITATION	\$447.73		
	\$447.73	Subtotal for Dept.	Casper Events Center
525/137962 SANITATION	\$15.00		

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

CITY OF CASPER - BALEFILL

525/137996 SANITATION	\$15.00		
	\$30.00	Subtotal for Dept.	Hogadon
247/138085 SANITATION	\$15.00		
247/137989 SANITATION	\$54.99		
247/138028 SANITATION	\$15.00		
247/137873 SANITATION	\$30.00		
	\$114.99	Subtotal for Dept.	Parks
1309/137832 SANITATION	\$15.00		
	\$15.00	Subtotal for Dept.	Police
2772/137768 SANITATION	\$5,627.31		
2772/138001 SANITATION	\$5,188.33		
2772/138042 SANITATION	\$5,418.63		
2772/138102 SANITATION	\$5,717.08		
2772/138134 SANITATION	\$6,094.45		
2772/137968 SANITATION	\$5,499.00		
2772/137685 SANITATION	\$5,248.02		
2772/137938 SANITATION	\$5,812.02		
2772/137801 SANITATION	\$5,102.32		
2772/138072 SANITATION	\$5,670.55		
2772/137850 SANITATION	\$5,756.09		
2772/137736 SANITATION	\$6,232.20		
2772/137881 SANITATION	\$5,525.79		
2772/137711 SANITATION	\$5,813.43		
	\$78,705.22	Subtotal for Dept.	Refuse Collection
1276/137929 SANITATION	\$67.68		
1276/137732 SANITATION	\$47.94		
1276/138035 SANITATION	\$47.00		
1276/137839 SANITATION	\$58.28		
1276/137679 SANITATION	\$29.14		
	\$250.04	Subtotal for Dept.	Waste Water
3164/138136 SANITATION	\$15.00		
	\$15.00	Subtotal for Dept.	Water
	\$79,577.98	Subtotal for Vendor	

CIVIL ENGINEERING PROFESSIONALS, INC.

15-46-03 E 21ST STREET IMPROVEMENTS	\$4,737.38		
	\$4,737.38	Subtotal for Dept.	Streets
14-066-13 EAST CASPER ZONE III	\$19,619.09		
15-46-03 E 21ST STREET IMPROVEMENTS	\$3,656.92		
14-066-13 EAST CASPER ZONE III	\$9,663.14		
	\$32,939.15	Subtotal for Dept.	Water
	\$37,676.53	Subtotal for Vendor	

CLEMENT ROOT JR.

02241622267 TOOL REIMBURSEMENT	\$46.18		
03126259 TOOL REIMBURSEMENT	\$264.21		
	\$310.39	Subtotal for Dept.	Fleet Maintenance

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

CLEMENT ROOT JR.

\$310.39 Subtotal for Vendor

COLLECTION CENTER INC.

974300000265	COLLECTION FEES	\$49.20		
		\$49.20	Subtotal for Dept.	Casper Events Center
974300000267	COLLECTION FEES	\$55.04		
974300000265	COLLECTION FEES	\$28.71		
		\$83.75	Subtotal for Dept.	Code Enforcement
974300000265	COLLECTION FEES	\$3.33		
		\$3.33	Subtotal for Dept.	Police
974300000267	COLLECTION FEES	\$56.26		
		\$56.26	Subtotal for Dept.	Recreation
972000000319	COLLECTION FEES	\$72.16		
972000000321	COLLECTION FEES	\$173.35		
		\$245.51	Subtotal for Dept.	Refuse Collection
972000000321	COLLECTION FEES	\$131.74		
972000000319	COLLECTION FEES	\$54.83		
		\$186.57	Subtotal for Dept.	Sewer
972000000321	COLLECTION FEES	\$388.29		
972000000319	COLLECTION FEES	\$161.63		
		\$549.92	Subtotal for Dept.	Water
		\$1,174.54	Subtotal for Vendor	

COLLING, TIMOTHY

0026104090	UTILITY REFUND	\$45.07		
		\$45.07	Subtotal for Dept.	Water
		\$45.07	Subtotal for Vendor	

COMMUNICATION TECHNOLOGIES, INC.

77070	REPAIRS	\$154.50		
77177	INSTALLATION	\$824.00		
		\$978.50	Subtotal for Dept.	Fleet Maintenance
76632	REPAIRS	\$46.92		
76618	REPAIRS	\$103.00		
76611	REPAIRS	\$51.50		
76615	REPAIRS	\$206.00		
		\$407.42	Subtotal for Dept.	Police
77183	INSTALLATION	\$4,000.00		
		\$4,000.00	Subtotal for Dept.	Police Equipment
		\$5,385.92	Subtotal for Vendor	

CRIME SCENE INFORMATION

157-12-049	CRIMESTOPPERS LINE	\$86.25		
		\$86.25	Subtotal for Dept.	Police
		\$86.25	Subtotal for Vendor	

CRIMSON DAWN ASSOC.

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

CRIMSON DAWN ASSOC.

RIN0026432 CRIMSON DAWN BOOK

\$49.00
\$49.00 Subtotal for Dept. General Fund
\$49.00 Subtotal for Vendor

DANNELS, JON F.

0026144833 UTILITY REFUND

\$54.57
\$54.57 Subtotal for Dept. Water
\$54.57 Subtotal for Vendor

DAVIDSON FIXED INCOME MGMT.

2016-02CASPER MANAGEMENT FEES

\$6,276.61
\$6,276.61 Subtotal for Dept. Finance
\$6,276.61 Subtotal for Vendor

DELL MARKETING LP

XJWR2MF13 MICROSOFT 365

\$73.00
\$73.00 Subtotal for Dept. Aquatics

XJWR2MF13 MICROSOFT 365

\$766.52
\$766.52 Subtotal for Dept. Balefill

XJWR2MF13 MICROSOFT 365

\$219.01
\$219.01 Subtotal for Dept. Buildings And Grounds

XJWR2MF13 MICROSOFT 365

\$346.76
\$346.76 Subtotal for Dept. Casper Events Center

XJWR2MF13 MICROSOFT 365

\$73.00
\$73.00 Subtotal for Dept. Cemetery

XJWR2MF13 MICROSOFT 365

\$109.50
\$109.50 Subtotal for Dept. City Attorney

XJWR2MF13 MICROSOFT 365

\$39,138.80
\$91.25
\$39,230.05 Subtotal for Dept. City Manager

XJWR2MF13 MICROSOFT 365

\$219.01
\$219.01 Subtotal for Dept. Code Enforcement

XJWR2MF13 MICROSOFT 365

\$419.76
\$419.76 Subtotal for Dept. Communications Center

XJWR2MF13 MICROSOFT 365

\$164.25
\$164.25 Subtotal for Dept. Council

XJWR2MF13 MICROSOFT 365

\$182.50
\$182.50 Subtotal for Dept. Engineering

XJWR2MF13 MICROSOFT 365

\$565.77
\$397.23
\$963.00 Subtotal for Dept. Finance

XJWR2MF13 MICROSOFT 365

XJW73NTX6 MICROSOFT 365

\$338.35
\$1,460.03
\$1,798.38 Subtotal for Dept. Fire

XJWNK3W69 OFFICE PRO PLUS

XJWR2MF13 MICROSOFT 365

\$255.51
\$255.51 Subtotal for Dept. Fleet Maintenance

XJWR2MF13 MICROSOFT 365

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

DELL MARKETING LP

XJWR2MF13 MICROSOFT 365	\$109.50		
	\$109.50	Subtotal for Dept.	Fort Caspar
XJWR2MF13 MICROSOFT 365	\$91.25		
	\$91.25	Subtotal for Dept.	Golf Course
XJWR2MF13 MICROSOFT 365	\$91.25		
	\$91.25	Subtotal for Dept.	Hogadon
XJWR2MF13 MICROSOFT 365	\$146.00		
	\$146.00	Subtotal for Dept.	Human Resources
XJWR2MF13 MICROSOFT 365	\$54.75		
	\$54.75	Subtotal for Dept.	Ice Arena
XJWR2MF13 MICROSOFT 365	\$328.51		
	\$328.51	Subtotal for Dept.	Information Services
XJWR2MF13 MICROSOFT 365	\$255.51		
	\$255.51	Subtotal for Dept.	Metro Animal
XJWR2MF13 MICROSOFT 365	\$182.50		
	\$182.50	Subtotal for Dept.	Municipal Court
XJWR2MF13 MICROSOFT 365	\$383.26		
	\$383.26	Subtotal for Dept.	Parks
XJWR2MF13 MICROSOFT 365	\$146.00		
	\$146.00	Subtotal for Dept.	Planning
XJWR2MF13 MICROSOFT 365	\$2,098.80		
	\$2,098.80	Subtotal for Dept.	Police
XJWR2MF13 MICROSOFT 365	\$255.51		
	\$255.51	Subtotal for Dept.	Recreation
XJWR2MF13 MICROSOFT 365	\$401.51		
	\$401.51	Subtotal for Dept.	Streets
XJWR2MF13 MICROSOFT 365	\$401.51		
	\$401.51	Subtotal for Dept.	Waste Water
XJWR2MF13 MICROSOFT 365	\$54.75		
XJWR2MF13 MICROSOFT 365	\$328.51		
	\$383.26	Subtotal for Dept.	Water
XJWR2MF13 MICROSOFT 365	\$219.01		
	\$219.01	Subtotal for Dept.	Water Treatment Plant
	\$50,368.38	Subtotal for Vendor	

DELTA DENTAL PLAN OF WY.

RIN0026444 DENTAL INSURANCE	\$36,661.97		
	\$36,661.97	Subtotal for Dept.	Health Insurance
	\$36,661.97	Subtotal for Vendor	

DELUXE BUSINESS CHECKS AND SOLUTIONS

76255640 BOND CHECKS/DEPOSIT SLIPS	\$246.25		
	\$246.25	Subtotal for Dept.	Municipal Court
	\$246.25	Subtotal for Vendor	

DENIZ, ADRIANA

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

DENIZ, ADRIANA

0026205515 UTILITY REFUND

\$39.32
\$39.32 Subtotal for Dept. Water
\$39.32 Subtotal for Vendor

DIANA RUIZ

RIN0026450 COURT INTERPRETER

\$25.00
\$25.00 Subtotal for Dept. Municipal Court
\$25.00 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

3670 WELD CRACKS IN BALER

\$150.00
\$150.00 Subtotal for Dept. Balefill

3595 FABRICATE 3 POSTS

\$551.00
\$551.00 Subtotal for Dept. Casper Events Center

3659 REPAIRS

\$1,950.00
\$1,950.00 Subtotal for Dept. Fleet Maintenance
\$2,651.00 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000038-16 CHEMICALS

\$5,561.67
\$5,561.67 Subtotal for Dept. Water Treatment Plant
\$5,561.67 Subtotal for Vendor

ENGINEERING DESIGN ASSOCIATES

09309 CEC EMERGENCY GENERATOR

\$4,425.00
\$4,425.00 Subtotal for Dept. Casper Events Center

09310 LIFESTEPS HEATING

\$440.00
\$440.00 Subtotal for Dept. CDBG
\$4,865.00 Subtotal for Vendor

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

4057 2ND ST WATER MIAN LOOP

\$216.30
\$216.30 Subtotal for Dept. Water
\$216.30 Subtotal for Vendor

FAMILY JOURNEY CENTER

112 FUNDING

\$510.43
\$510.43 Subtotal for Dept. One Cent #15
\$510.43 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1137918 MERCHANT FEES

\$2,993.66
\$2,993.66 Subtotal for Dept. Balefill

REMI1130332 MERCHANT FEES

\$1,186.78

REMI1123080 MERCHANT FEES

\$1,887.54

REMI1130326 MERCHANT FEES

\$1,028.33

REMI1123074 MERCHANT FEES

\$762.57

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

FIRST DATA MERCHANT SVCS CORP.

REMI1137924 MERCHANT FEES	\$4,865.22	Subtotal for Dept.	Casper Events Center
	\$40.97		
	\$40.97	Subtotal for Dept.	Cemetery
REMI1137922 MERCHANT FEES	\$46.86		
	\$46.86	Subtotal for Dept.	Code Enforcement
REMI1117228 MERCHANT FEES	\$1,864.68		
	\$1,864.68	Subtotal for Dept.	Finance
REMI1130328 MERCHANT FEES	\$1,794.78		
	\$1,794.78	Subtotal for Dept.	Hogadon
	\$11,606.17	Subtotal for Vendor	

FIRST INTERSTATE BANK

RIN0026421 SERVICE CHARGES	\$1,083.17		
RIN0026420 LOCKBOX FEES	\$1,859.77		
RIN0026459 SERVICE CHARGES	\$1,159.00		
	\$4,101.94	Subtotal for Dept.	Finance
RIN0026458 DEPOSIT TICKETS	\$53.35		
	\$53.35	Subtotal for Dept.	Fort Caspar
RIN0026453 DEPOSIT BAGS	\$100.00		
	\$100.00	Subtotal for Dept.	Hogadon
	\$4,255.29	Subtotal for Vendor	

FIRST INTERSTATE BANK - PETTY CASH

RIN0026429 PETTY CASH -WITNESS FEES	\$35.00		
	\$35.00	Subtotal for Dept.	Municipal Court
RIN0026466 PETTY CASH - WITNESS FEES	\$35.00		
	\$35.00	Subtotal for Dept.	Municipal Court
	\$70.00	Subtotal for Vendor	

FISCHER BODY SHOP CORP.

23503 REPAIRS	\$1,243.12		
	\$1,243.12	Subtotal for Dept.	Fleet Maintenance
	\$1,243.12	Subtotal for Vendor	

GARLICK LAW OFFICE PC

RIN0026451 COURT APPOINTED ATTORNEY	\$640.00		
	\$640.00	Subtotal for Dept.	Municipal Court
	\$640.00	Subtotal for Vendor	

GLOBAL PACKAGING SOLUTIONS, LLC

GPS600214600 BALER BAG PROCUREMENT	\$52,000.00		
	\$52,000.00	Subtotal for Dept.	Balefill
	\$52,000.00	Subtotal for Vendor	

GOLDER ASSOCIATES

442822 BALEFILL POST CLOSURE	\$2,925.78		
442179 AUTOMATED LEACHATE COLLECTION	\$5,214.06		

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

GOLDER ASSOCIATES

442178 SERVICES	\$1,736.67	
442823 MONITORING/REPORTING	\$1,393.88	
	\$11,270.39	Subtotal for Dept. Balefill
	\$11,270.39	Subtotal for Vendor

GOSCMSA

RIN0026464 CONFERENCE REGISTRATION	\$275.00	
	\$275.00	Subtotal for Dept. City Manager
	\$275.00	Subtotal for Vendor

GPC ARCHITECTS PLLC

RIN0026419 HOGADON LODGE	\$62,562.63	
	\$62,562.63	Subtotal for Dept. Hogadon
	\$62,562.63	Subtotal for Vendor

GRIZZLY EXCAVATING

RIN0026427 RETAINAGE	\$6,000.00	
	\$6,000.00	Subtotal for Dept. Capital Projects
	\$6,000.00	Subtotal for Vendor

GRIZZLY EXCAVATING & CONST. LLC.

RIN0026426 RETAINAGE	(\$6,000.00)	
	(\$6,000.00)	Subtotal for Dept. Capital Projects
RIN0026426 15TH & ELM ST IMPROVEMENTS	\$2,037.31	
	\$2,037.31	Subtotal for Dept. Sewer
RIN0026426 15TH & ELM ST IMPROVEMENTS	\$50,665.33	
	\$50,665.33	Subtotal for Dept. Streets
RIN0026426 15TH & ELM ST IMPROVEMENTS	\$7,297.36	
	\$7,297.36	Subtotal for Dept. Water
	\$54,000.00	Subtotal for Vendor

GSG ARCHITECTURE

1603013 FIRE STATION #6 - DESIGN AND C	\$3,025.00	
	\$3,025.00	Subtotal for Dept. Fire
	\$3,025.00	Subtotal for Vendor

GUDAHL WILLIAMS INVESTIGATIVE SECURITY INC.

38 POLYGRAPH TESTING NEW HIRES	\$400.00	
	\$400.00	Subtotal for Dept. Fire
	\$400.00	Subtotal for Vendor

GUSTAFSON, BRYAN

0026144838 UTILITY REFUND	\$14.58	
	\$14.58	Subtotal for Dept. Water
	\$14.58	Subtotal for Vendor

HACH CO., CORP.

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

HACH CO., CORP.

9845186 SUPPLIES

\$192.79

\$192.79 Subtotal for Dept. Water Treatment Plant

\$192.79 Subtotal for Vendor

HANSON, MELINDA

0026104091 UTILITY REFUND

\$42.82

\$42.82 Subtotal for Dept. Water

\$42.82 Subtotal for Vendor

HEBERT, CARLENE

0026205519 UTILITY REFUND

\$13.41

\$13.41 Subtotal for Dept. Water

\$13.41 Subtotal for Vendor

HEIN-BOND, LLC

16-007 DESIGN SERVICES

\$122,179.25

\$122,179.25 Subtotal for Dept. Balefill

\$122,179.25 Subtotal for Vendor

HEWLETT PACKARD CO.

56980067 RUGGED TABLES-WELL MONITORING

\$1,786.28

\$1,786.28 Subtotal for Dept. Balefill

56905702 LASERJET PRINTER

\$594.00

\$594.00 Subtotal for Dept. Fleet Maintenance

56941455 Z240 TOWER

\$1,093.76

\$1,093.76 Subtotal for Dept. Information Services

56818187 LAPTOP

\$789.11

\$789.11 Subtotal for Dept. Waste Water

\$4,263.15 Subtotal for Vendor

HINDSIGHT, INC.

RIN0026306REISS FAÇADE GRANT
UE

\$10,000.00

\$10,000.00 Subtotal for Dept. CDBG

\$10,000.00 Subtotal for Vendor

HOLT, BAYLEE

0026205522 UTILITY REFUND

\$58.30

\$58.30 Subtotal for Dept. Water

\$58.30 Subtotal for Vendor

HOMAX OIL SALES, INC.

0322101-IN FUEL

\$12,141.30

319302C-IN CREDIT MEMO

(\$11,046.55)

\$1,094.75 Subtotal for Dept. Balefill

03623661-IN FUEL

(\$0.01)

0323662-IN DIESEL FUEL

\$379.53

0323662-IN DIESEL FUEL

\$14,983.59

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

HOMAX OIL SALES, INC.

0321843-IN 5W20 SYN BULK OIL	\$5,769.50	
03623661-IN UNLEADED FUEL	\$19,131.66	
0323662-IN DIESEL FUEL	\$189.53	
318307C-IN CREDIT DUPLICATE INVOICE	(\$15,737.98)	
0323814-IN 5W20 SYN BULK OIL	\$4,038.65	
	\$28,754.47	Subtotal for Dept. Fleet Maintenance Inventory
	\$29,849.22	Subtotal for Vendor

HUDSON, CRISTINA M.

0026205520 UTILITY REFUND	\$14.85	
	\$14.85	Subtotal for Dept. Water
	\$14.85	Subtotal for Vendor

HUNGER, MIRANDA

0026144831 UTILITY REFUND	\$31.07	
	\$31.07	Subtotal for Dept. Water
	\$31.07	Subtotal for Vendor

IMAGING SOLUTIONS AND SERVICES, INC

M16-1111 COLOR SCANNER	\$3,015.00	
	\$3,015.00	Subtotal for Dept. Finance
	\$3,015.00	Subtotal for Vendor

INBERG-MILLER ENGINEERS

18479CX01 GEOTECH 16-006	\$3,877.50	
	\$3,877.50	Subtotal for Dept. Streets
18479CX01 GEOTECH 16-006	\$6,462.50	
	\$6,462.50	Subtotal for Dept. Water
	\$10,340.00	Subtotal for Vendor

ITC ELECTRICAL TECHNOLOGIES

18984 ELECTRICAL	\$490.20	
	\$490.20	Subtotal for Dept. Water Treatment Plant
	\$490.20	Subtotal for Vendor

JACK'S TRUCK & TRAILER, INC.

209176 TRUCK REPAIRS	\$8,050.47	
	\$8,050.47	Subtotal for Dept. Fleet Maintenance
	\$8,050.47	Subtotal for Vendor

JAIME CRUZ

RIN0026428 NOTARY REIMBURSEMENT	\$128.98	
	\$128.98	Subtotal for Dept. Cemetery
	\$128.98	Subtotal for Vendor

JAMES TEWES

RIN0026476 UTILITY REFUND	\$22.82	
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Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

JAMES TEWES

\$22.82 Subtotal for Dept. Water
\$22.82 Subtotal for Vendor

JASON GREENWOOD

03231622821 TOOL REIMBURSEMENT

\$308.21
\$308.21 Subtotal for Dept. Fleet Maintenance
\$308.21 Subtotal for Vendor

JASON NELSON

RIN0026470 UTILITY REFUND

\$173.42
\$173.42 Subtotal for Dept. Water
\$173.42 Subtotal for Vendor

JEREMY TILLER

4492797 TUITION REIMBURSEMENT

\$990.00
\$990.00 Subtotal for Dept. Police
\$990.00 Subtotal for Vendor

JERRY KOLLMANN

03161622696 TOOL REIMBURSEMENT

\$160.78
\$160.78 Subtotal for Dept. Fleet Maintenance
\$160.78 Subtotal for Vendor

JODI DAVEY

RIN0026475 UTILITY REFUND

\$6.15
\$6.15 Subtotal for Dept. Water
\$6.15 Subtotal for Vendor

JOHN SCHALL

RIN0026437 BOOT REIMBURSEMENT

\$75.00
\$75.00 Subtotal for Dept. Streets
\$75.00 Subtotal for Vendor

JONATHAN TAVARES

RIN0026473 UTILITY REFUND

\$122.77
\$122.77 Subtotal for Dept. Water
\$122.77 Subtotal for Vendor

KADRMAS, LEE & JACKSON

10066525 2ND STREET SIGNAL TIMING
10066525 2ND STREET SIGNAL TIMING

\$164.28
\$17.26
\$181.54 Subtotal for Dept. Metropolitan Planning

10066528 SIGNAL TIMING STUDY

\$2,218.50
\$2,218.50 Subtotal for Dept. Traffic
\$2,400.04 Subtotal for Vendor

KCWY-TV

270533-2 MEDIA

\$52.50

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

KCWY-TV

270527-2 MEDIA

\$350.00

\$402.50 Subtotal for Dept. Aquatics

279530-2 MEDIA

\$1,200.00

279547-2 MEDIA

\$120.00

\$1,320.00 Subtotal for Dept. Recreation

\$1,722.50 Subtotal for Vendor

KEVIN ROBERTS

RIN0026443 CLOTHING REIMBURSEMENT

\$64.21

\$64.21 Subtotal for Dept. Parks

RIN0026443 CLOTHING REIMBURSEMENT

\$22.77

\$22.77 Subtotal for Dept. Weed And Pest

\$86.98 Subtotal for Vendor

KIRK BUCHHOLZ

RIN0026455 TRAVEL REIMBURSEMENT

\$92.97

\$92.97 Subtotal for Dept. Police

\$92.97 Subtotal for Vendor

KNIFE RIVER/JTL

129069 WASHED ROCK

\$102.25

\$102.25 Subtotal for Dept. Streets

\$102.25 Subtotal for Vendor

KRISTA TOROK

RIN0026468 UTILITY REFUND

\$75.00

\$75.00 Subtotal for Dept. Water

\$75.00 Subtotal for Vendor

KRUSE, CHRISTIAN

0026104092 UTILITY REFUND

\$48.07

\$48.07 Subtotal for Dept. Water

\$48.07 Subtotal for Vendor

KUBWATER RESOURCES, INC

05568 DRY POLYMER

\$9,678.03

\$9,678.03 Subtotal for Dept. Waste Water

\$9,678.03 Subtotal for Vendor

LABOR READY CENTRAL, INC.

20703941 TEMPORARY SERVICES

\$178.50

20708542 TEMPORARY SERVICES

\$1,031.73

20751872 TEMPORARY SERVICES

\$142.80

20703939 TEMPORARY SERVICES

\$3,312.96

20754545 TEMPORARY SERVICES

\$146.37

20708543 TEMPORARY SERVICES

\$678.30

20720774 TEMPORARY SERVICES

\$2,998.80

20732606 TEMPORARY SERVICES

\$1,178.10

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

LABOR READY CENTRAL, INC.

20751869	TEMPORARY SERVICES	\$2,577.54	
20754543	TEMPORARY SERVICES	\$1,456.56	
20720775	TEMPORARY SERVICES	\$385.56	
20751871	TEMPORARY SERVICES	\$135.66	
20751870	TEMPORARY SERVICES	\$556.92	
20754544	TEMPORARY SERVICES	\$678.30	
20732607	TEMPORARY SERVICES	\$296.31	
20703940	TEMPORARY SERVICES	\$689.01	
20720776	TEMPORARY SERVICES	\$617.61	
		\$17,061.03	Subtotal for Dept. Casper Events Center
		\$17,061.03	Subtotal for Vendor

LINCOLN NATL. LIFE INS. CO.

RIN0026441	RETIREE LIFE	\$279.80	
		\$279.80	Subtotal for Dept. Health Insurance
		\$279.80	Subtotal for Vendor

LUTZ, IZAURA/RYAN

0026205524	UTILITY REFUND	\$46.57	
		\$46.57	Subtotal for Dept. Water
		\$46.57	Subtotal for Vendor

MANPOWER, INC.

29837810	TEMPORARY SERVICES	\$1,573.90	
29817047	TEMPORARY SERVICES	\$264.11	
29789120	TEMPORARY SERVICES	\$1,922.35	
		\$3,760.36	Subtotal for Dept. Casper Events Center
		\$3,760.36	Subtotal for Vendor

MARTINEZ, ISMAEL

0026144835	UTILITY REFUND	\$32.34	
		\$32.34	Subtotal for Dept. Water
		\$32.34	Subtotal for Vendor

MARTINOVICH, TERESA

0026144834	UTILITY REFUND	\$51.57	
		\$51.57	Subtotal for Dept. Water
		\$51.57	Subtotal for Vendor

MATTHEW MOSTELLER

RIN0026423	CLOTHING REIMBURSEMENT	\$100.00	
		\$100.00	Subtotal for Dept. Water Treatment Plant
		\$100.00	Subtotal for Vendor

MCMURRY READY MIX CO.

222526	ULTRA FIBER	\$136.50	
		\$136.50	Subtotal for Dept. Streets

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

MCMURRY READY MIX CO.

\$136.50 Subtotal for Vendor

MCMURRY, JILLIAN

0026205518 UTILITY REFUND

\$23.14

\$23.14 Subtotal for Dept. Water

\$23.14 Subtotal for Vendor

MICHAEL REAMER

RIN0026467 UTILITY REFUND

\$339.07

\$339.07 Subtotal for Dept. Water

\$339.07 Subtotal for Vendor

MIDLAND IMPLEMENT, INC.

835656001 16' WIDE AREA MOWER

\$828.00

835650002 16' WIDE AREA MOWER

\$89,988.00

\$90,816.00 Subtotal for Dept. Parks

\$90,816.00 Subtotal for Vendor

MONTGOMERY, STYLZ

0026144842 UTILITY REFUND

\$58.07

\$58.07 Subtotal for Dept. Water

\$58.07 Subtotal for Vendor

MOTOROLA SOLUTIONS

78334879 MAINTENANCE AGREEMENT

\$5,688.62

\$5,688.62 Subtotal for Dept. Communications Center

13103237 FLEET EQUIPMENT

\$900.00

13104178 FLEET EQUIPMENT

\$1,372.80

\$2,272.80 Subtotal for Dept. Police Equipment

\$7,961.42 Subtotal for Vendor

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

20721 ETHERNET ACCESS

\$512.50

\$512.50 Subtotal for Dept. Communications Center

AP00017903251610 INTERNET ACCESS

\$1,015.00

\$1,015.00 Subtotal for Dept. Finance

\$1,527.50 Subtotal for Vendor

NAPA AUTO PARTS CORP.

996393 PARTS TO RETROFIT ENGINE

\$626.82

\$626.82 Subtotal for Dept. Cemetery

992962 VEHICLE LIFT - 30,000 LB

\$19,287.46

992965 ACCESSORIES

\$12,188.34

\$31,475.80 Subtotal for Dept. Fleet Maintenance

\$32,102.62 Subtotal for Vendor

NATIONAL BENEFIT SERVICES

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

NATIONAL BENEFIT SERVICES

527599 PLAN ADMINISTRATIVE FEES	\$18.00	
526343 PLAN ADMINISTRATIVE FEES	\$430.70	
	\$448.70	Subtotal for Dept. Health Insurance
	\$448.70	Subtotal for Vendor

NATL. DEVELOPMENT COUNCIL

6065 TECHNICAL ASSISTANCE	\$833.33	
	\$833.33	Subtotal for Dept. Council
	\$833.33	Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE43654 UNIFORMS	\$83.95	
LN-331335 UNIFORMS	\$749.00	
NE43966 UNIFORMS	\$221.80	
NE43725 UNIFORMS	\$64.95	
NE43963 UNIFORMS	\$9.95	
NE43924B UNIFORMS	\$480.35	
NE43962 UNIFORMS	\$9.95	
NE43964 UNIFORMS	\$9.95	
NE43805 UNIFORMS	\$129.90	
NE43823 UNIFORMS	\$191.70	
NE43961 UNIFORMS	\$19.94	
NE43914 UNIFORMS	\$129.90	
NE43724 UNIFORMS	\$129.90	
NE43915 UNIFORMS	\$129.90	
NE43699 UNIFORMS	\$164.85	
	\$2,525.99	Subtotal for Dept. Police
	\$2,525.99	Subtotal for Vendor

NORTH PARK TRANSPORTATION

08750864 SHIPPING	\$164.44	
	\$164.44	Subtotal for Dept. Fleet Maintenance
08750894 SHIPPING	\$1,003.50	
08750893 SHIPPING	\$557.50	
	\$1,561.00	Subtotal for Dept. Refuse Collection
	\$1,725.44	Subtotal for Vendor

OHLSON LAVOIE CORPORATION

111901 MIKE SEDAR POOL RECONSTRUCTION	\$2,477.04	
	\$2,477.04	Subtotal for Dept. Aquatics
	\$2,477.04	Subtotal for Vendor

OIL CITY PRINTERS

16-01-325REISSUE ENVELOPES	\$164.85	
	\$164.85	Subtotal for Dept. Fire
	\$164.85	Subtotal for Vendor

OLSON AUTOBODY & COLLISION CENTER

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

OLSON AUTOBODY & COLLISION CENTER

5390 REPAIRS	\$4,246.86	
5734 REPAIRS	\$1,316.85	
	\$5,563.71	Subtotal for Dept. Fleet Maintenance
	\$5,563.71	Subtotal for Vendor

ONE CALL OF WY.

40736 LOCATE TICKETS	\$264.60	
	\$264.60	Subtotal for Dept. Sewer
40736 LOCATE TICKETS	\$323.40	
	\$323.40	Subtotal for Dept. Water
	\$588.00	Subtotal for Vendor

PACIOLAN, INC.

INV104236-PA EVENUE BILLING	\$3,123.15	
INV104614-PA EVENUE BILLING	\$2,935.15	
	\$6,058.30	Subtotal for Dept. Casper Events Center
	\$6,058.30	Subtotal for Vendor

PAREDEZ, SARAH

0026104093 UTILITY REFUND	\$75.00	
	\$75.00	Subtotal for Dept. Water
	\$75.00	Subtotal for Vendor

P-CARD VENDORS

00041510 AMERICAN RED CROSS	\$975.00
00041418 FUN EXPRESS	\$135.20
00041547 AMERICAN RED CROSS	\$300.00
00041398 FEDEXOFFICE 00009423	\$165.00
00041872 INTERMOUNTAIN MOTOR SA	\$998.57
00041463 SPRINT AQUATICS	\$325.50
00041463 SPRINT AQUATICS	\$325.50
00041876 OFFICEMAX/OFFICEDEPOT6	\$19.62
00041884 ARC SERVICES/TRAINING	\$324.00
00041887 ARC SERVICES/TRAINING	\$27.00
00041553 WATERSAFETY	\$58.80
00041897 INTERMOUNTAIN MOTOR SA	\$501.09
00041520 NORCO INC	\$174.77
00041504 AMERICAN RED CROSS	\$300.00
00042145 WM SUPERCENTER #3778	\$54.96
00042208 BARGREEN WYOMING 25	\$15.15
00042079 TARGET 00001644	\$30.58
00041343 WW GRAINGER	\$78.30
00042229 FEDEXOFFICE 00009423	\$131.25
00041548 AMERICAN RED CROSS	\$200.00
00042229 FEDEXOFFICE 00009423	\$50.00
00041918 CASPER WINNELSON CO	\$880.00
00042249 NORCO INC	\$25.42
00041866 HAWKINS INC	\$1,274.32

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00041831	ADVANCED TECHNOLOGY PR	\$227.11		
		\$7,597.14	Subtotal for Dept.	Aquatics
00041815	TEN-E PACKAGING SERVIC	\$340.00		
00041539	ARROWHEAD HEATING & AI	\$1,145.00		
00041552	WYOMING MACHINERY CO	\$350.00		
00041542	ARROWHEAD HEATING & AI	\$180.00		
00041532	WYOMING MACHINERY CO	\$2,814.00		
00041430	USPS 57155809430310940	\$35.65		
00041564	IN RECYKLING INDUSTRI	\$1,748.95		
00041534	WYOMING MACHINERY CO	\$683.76		
00041491	CITY SERVICE ELECTRIC	\$1,261.00		
00041523	BEARING BELTCHAIN00244	\$54.98		
00041427	URGENT CARE OF CASPER	\$32.00		
00041594	QUALITY OFFICE SOLUTIO	\$8.49		
00041748	SAMSCLUB #6425	\$15.78		
00041645	BEARING BELTCHAIN00244	\$164.22		
00041676	IN GREAT PLAINS CLEAN	\$154.44		
00041592	QUALITY OFFICE SOLUTIO	\$9.98		
00041298	CPU VENTURE TECH NETWO	\$119.00		
00041645	BEARING BELTCHAIN00244	\$134.84		
00041693	SQ ATLANTIC ELECTRIC,	\$75.00		
00041284	ALSCO SLCAS	\$291.20		
00041673	THE HOME DEPOT 6001	\$199.00		
00041623	MENARDS CASPER WY	\$88.99		
00041580	IN AMERICAN EAGLE CL	\$280.00		
00041609	USPS 57155809430310940	\$14.95		
00041379	MENARDS CASPER WY	\$273.81		
00041468	COCA COLA BOTTLING CO	\$69.60		
00041737	IN GREAT PLAINS CLEAN	\$302.28		
00041339	WYOMING MACHINERY CO	\$1,265.64		
00041597	IN AMERICAN EAGLE CL	\$2,150.00		
00041739	WM SUPERCENTER #1617	\$10.16		
00041327	GCR TIRES #751	\$456.00		
		\$14,728.72	Subtotal for Dept.	Balefill
00042224	IN ARCHITECTURAL DOOR	\$6.80		
00042270	GEORGE T SANDERS 20	\$565.96		
00041914	THE HOME DEPOT 6001	\$21.42		
00042236	CRUM ELECTRIC SUPPLY C	\$154.07		
00041920	APPLIED IND TECH 2733	\$72.20		
00041930	NORCO INC	\$94.16		
00041946	SHERWIN WILLIAMS 70343	\$226.19		
00041955	BLOEDORN LUMBER CASPER	\$64.80		
00041885	BLOEDORN LUMBER CASPER	\$5.37		
00041963	DENNIS SUPPLY COMPANY	\$74.44		
00041877	BLOEDORN LUMBER CASPER	\$7.27		
00041964	DENNIS SUPPLY COMPANY	\$58.40		
00041970	OVERHEAD DOOR CO OF CA	\$20.64		
00041544	DAVIDSON MECHANICAL, I	\$54.54		

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00041787	BLOEDORN LUMBER CASPER	\$13.48	
00041612	CASPER WINNELSON CO	\$45.76	
00041962	HERCULES INDUSTRIES CA	\$13.40	
00042064	CRESCENT ELECTRIC 103	\$22.00	
00042099	HERCULES INDUSTRIES CA	\$170.81	
00041749	SUTHERLANDS 2219	\$7.59	
00041743	NORCO INC	\$2,144.69	
00042074	OVERHEAD DOOR CO OF CA	\$3.00	
00041727	WW GRAINGER	\$45.00	
00041677	WOODWORKERS SUPPLY, IN	\$59.16	
00041674	GEORGE T SANDERS 20	\$50.00	
00041284	ALSCO SLCAS	\$205.60	
00042335	SAMSLUB #6425	\$463.68	
00042188	CRUM ELECTRIC SUPPLY C	\$59.16	
00042109	GEORGE T SANDERS 20	\$58.70	
00042182	CRUM ELECTRIC SUPPLY C	\$195.25	
00041634	BLOEDORN LUMBER CASPER	\$4.49	
00042170	APS - UTILITIES	\$106.13	
00042123	CASPER WINNELSON CO	\$25.37	
00042119	APPLIED IND TECH 2733	\$18.02	
00041873	SHERWIN WILLIAMS 70343	\$78.00	
00042117	CASPER WINNELSON CO	\$4.96	
00041579	CASPER WINNELSON CO	\$72.83	
00041648	CASPER WINNELSON CO	\$6.91	
00041614	0970 CED	\$43.44	
00041641	CASPER WINAIR SUPPLY C	\$9.13	
00042107	CASPER WINNELSON CO	\$450.61	
00042311	DIAMOND VOGEL PAINT #7	\$63.48	
00041613	NORCO INC	\$94.63	
00041803	BLOEDORN LUMBER CASPER	\$32.40	
00041990	SQ FRONTLINE FIRE PRO	\$308.43	
00041805	CASPER WINNELSON CO	\$87.54	
00041808	BLOEDORN LUMBER CASPER	\$25.67	
00042071	NORCO INC	\$95.54	
00040617	JOHNSON CONTROLS SS - Credit	(\$3,460.00)	
00041947	SQ FRONTLINE FIRE PRO	\$424.35	
		\$3,475.47	Subtotal for Dept. Buildings And Grounds
00041377	BEACON ATHLETICS	\$536.48	
00041843	BUSH-WELLS SPORTING GO	\$390.00	
		\$926.48	Subtotal for Dept. Capital Projects
00041724	BARGREEN WYOMING 25	\$58.00	
00041817	PARTY AMERICA CASPER #	\$159.96	
00041793	CHARTER COMM	\$143.15	
00041005	SAMS CLUB #6425	\$649.96	
00041738	WW GRAINGER	\$59.12	
00041740	SAMS CLUB #6425	\$208.45	
00041712	ALL OUT FIRE EXTINGUIS	\$140.00	
00041700	WM SUPERCENTER #1617	\$90.37	

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00040039	CHARTER COMM	\$140.20	
00041356	NORCO INC	\$1,477.46	
00041740	SAMS CLUB #6425	\$34.26	
00041554	SAMSCLUB #6425	\$73.71	
00041782	ATLAS OFFICE PRODUCTS	\$179.70	
00040812	GREAT MAPLE NEWPOR	\$21.00	
00041774	COMTRONIX	\$78.00	
00040987	MARRIOTT NEWPORT BEACH	\$705.31	
00041774	COMTRONIX	\$78.00	
00041938	SAMS CLUB #6425	\$206.24	
00041483	THE HOME DEPOT 6001	\$47.94	
00041965	WM SUPERCENTER #1617	\$11.92	
00041466	WW GRAINGER	\$1,060.00	
00041453	SAMS CLUB #6425	\$35.88	
00041444	COLD FRONT DISTRIBUTIO - Credi	(\$151.20)	
00041425	AGP PROPANE SERVICES	\$134.09	
00041412	WW GRAINGER	\$210.00	
00041779	ALBERTSONS	\$46.99	
00040598	ECOLAB INC	\$532.00	
00041500	SUPERIOR SIGNS & SUPPL	\$360.00	
00041208	COLD FRONT DISTRIBUTIO	\$399.72	
00041467	CPU VENTURE TECH NETWO	\$125.93	
00040598	ECOLAB INC	\$888.08	
00041022	UNITED 01626021377411	\$25.00	
00041149	CASPER STAR TRIBUNE	\$424.44	
00042180	MOUNTAIN STATES LITHOG	\$35.40	
00042137	ALBERTSONS	\$48.93	
00041600	INTERSTATE ALL BATTERY	\$195.95	
00042077	ATLAS OFFICE PRODUCTS	\$144.14	
00040828	YELLOW CAB OC 0	\$22.00	
00041875	NORCO INC	\$40.09	
00040827	NEW BELGIUM HUB Q73	\$28.00	
00041322	WW GRAINGER	\$932.32	
00042041	ALBERTSONS	\$21.41	
00042039	COMTRONIX	\$2,494.00	
00041859	LIQUOR SHED	\$37.24	
00041616	GEORGE T SANDERS 20	\$41.52	
00041692	WM SUPERCENTER #3778	\$26.96	
00041725	WM SUPERCENTER #1617	\$33.77	
00041320	WW GRAINGER	\$225.89	
00042045	ATLAS OFFICE PRODUCTS	\$5.99	
00041524	FINANCIAL SERVICES	\$749.00	
00041882	NORCO INC	\$722.65	
00041324	NORCO INC	\$100.00	
00041857	BRECK MEDIA GROUP WY	\$3,032.00	
00041077	SAMS CLUB #6425	\$199.75	
00040834	UNITED 01626019880391	\$25.00	
		\$17,815.69	Subtotal for Dept. Casper Events Center

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00041550 CASPER STAR TRIBUNE	\$165.90	
	\$165.90	Subtotal for Dept. Casper Recreation Center
00041383 RECYCLED MATERIALS LLC	\$18,000.00	
00041383 RECYCLED MATERIALS LLC	\$103.83	
00041383 RECYCLED MATERIALS LLC	\$1,871.17	
	\$19,975.00	Subtotal for Dept. CDBG
00042086 MENARDS CASPER WY	\$23.36	
00041832 SQ GW MECHANICAL,	\$101.14	
00041813 BAILEYS ACE HARDWARE	\$76.92	
00041288 MENARDS CASPER WY	\$1,590.48	
00041619 SAMSClub#6425	\$21.28	
00041540 WATERWORKS INDUSTRIES	\$677.00	
	\$2,490.18	Subtotal for Dept. Cemetery
00041806 WYOMING STATE BAR	\$75.00	
00041710 THOMSON WEST TCD	\$1,122.57	
00041697 THOMSON WEST TCD	\$94.50	
00041881 THE AMERICAN LAW INSTI	\$139.30	
00041804 ATLAS OFFICE PRODUCTS	\$83.68	
00041944 THE AMERICAN LAW INSTI	\$1,299.00	
	\$2,814.05	Subtotal for Dept. City Attorney
00042301 COMTRONIX	\$156.00	
00042320 IN ALLURETECH/COFFEYN	\$84.00	
	\$240.00	Subtotal for Dept. City Hall
00041991 ATLAS OFFICE PRODUCTS	\$29.80	
00041864 ATLAS OFFICE PRODUCTS	\$111.56	
00042218 SAMSClub #6425	\$55.22	
00042167 CASPER AREA CHAMBER	\$62.50	
	\$259.08	Subtotal for Dept. City Manager
00041649 WYOMING STEEL AND RECY	\$40.00	
00041830 VZWRLSS MY VZ VB P	\$44.55	
	\$84.55	Subtotal for Dept. Code Enforcement
00041767 AT&T 0512212711001	\$41.23	
00042063 EXPERIAN	\$7.42	
00041814 VZWRLSS IVR VB	\$89.67	
00041900 VZWRLSS IVR VB	\$90.41	
00041824 IN POWDER RIVER SHRED	\$70.00	
00041926 HERO 247	\$320.00	
00041776 AT&T 0512212799001	\$120.81	
00041432 NATE'S FLOWERS & GIFTS	\$85.25	
00041894 VZWRLSS IVR VB	\$122.92	
00041865 CHARTER COMM	\$76.93	
	\$1,024.64	Subtotal for Dept. Communications Center
00042172 RIDLEY'S 1132	\$28.80	
00042167 CASPER AREA CHAMBER	\$62.50	
00041907 EGGINGTONS	\$73.65	
00042254 CASPER STAR TRIBUNE	\$679.00	
00042124 SAMSClub #6425	\$64.13	

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00042279	CASPER STAR TRIBUNE	\$186.00	
00041752	KAREN & JIM'S RESTAURA	\$28.76	
00041664	IN ADBAY.COM, INC	\$148.80	
00041392	SUBWAY 03116324	\$18.85	
00042316	CASPER AREA CHAMBER	\$25.00	
00041118	CPU VENTURE TECH NETWO	\$910.00	
	\$2,225.49		Subtotal for Dept. Council
00041486	ATLAS OFFICE PRODUCTS	\$5.82	
00042084	WM SUPERCENTER #3778	\$17.94	
00041565	ATLAS OFFICE PRODUCTS	\$773.42	
00041631	ATLAS OFFICE PRODUCTS	\$421.35	
00041517	XEROX CORPORATION/RBO	\$26.62	
00041506	XEROX CORPORATION/RBO	\$126.83	
00041563	ATLAS OFFICE PRODUCTS	\$161.57	
	\$1,533.55		Subtotal for Dept. Engineering
00042122	GEORGE T SANDERS 20	\$47.97	
00041830	VZWRLSS MY VZ VB P	\$22.28	
00042187	MOUNTAIN STATES LITHOG	\$172.30	
00042348	ATLAS OFFICE PRODUCTS	\$592.02	
00041474	ATLAS OFFICE PRODUCTS	\$32.35	
00041633	ITRON, INC.	\$2,311.32	
00041909	IN AUDIMATION SERVICE	\$2,000.00	
00041530	ATLAS OFFICE PRODUCTS	\$101.97	
00041937	WAL-MART #1617	\$34.40	
00042092	ATLAS OFFICE PRODUCTS	\$20.70	
00042186	B & B RUBBER STAMP SHO	\$14.20	
00042238	STAPLES 00114181	\$44.97	
00042049	AMBI MAIL AND MARKETIN	\$0.58	
00042193	MOUNTAIN STATES LITHOG	\$519.30	
00042301	COMTRONIX	\$78.00	
00042324	BAILEYS ACE HARDWARE	\$11.99	
00041656	IN POWDER RIVER SHRED	\$70.00	
00041665	CPU VENTURE TECH NETWO	\$290.00	
00042273	FORTUNA EQUIPMENT	\$112.50	
	\$6,476.85		Subtotal for Dept. Finance
00041708	CITY WOK	\$12.64	
00041511	EXXONMOBIL 47626544	\$19.17	
00041387	LCCC BUSINESS TRAINING	\$350.00	
00041397	COLOMBO FROZEN YOGURT	\$8.38	
00041707	COMPRESSION LEASING SV	\$1,302.81	
00041756	FEDEX 98414384	\$13.15	
00041408	CAPITOL GROUNDS COFFEE	\$11.42	
00041450	UNITED 01626026234125	\$25.00	
00041654	F.I.R.S.T.	\$536.86	
00041421	IN CASPER SAFETY LLC	\$942.18	
00041516	COMMUNICATION TECHNOLO	\$768.00	
00041400	THE HOME DEPOT 6001	\$5.56	
00041755	UNITED 01626030036153	\$25.00	

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00041766	ATLAS OFFICE PRODUCTS	\$35.02	
00041443	GUEST SERVICES-UNITQ68	\$167.32	
00041518	EXXONMOBIL 47626544	\$5.77	
00041440	STATPACKS	\$700.00	
		\$4,928.28	Subtotal for Dept. Fire
00041301	NAPA	\$92.69	
00041301	NAPA	(\$157.19)	
00041722	TIRE PROFESSIONALS INC	\$13,286.24	
00041301	NAPA	\$38.99	
00041688	GCR TIRES #751	\$635.00	
00041771	WYO MACH	\$20.90	
00041726	STOTZ EQUIPMENT	\$275.64	
00041685	WW GRAINGER	\$79.70	
00041771	WYO MACH	\$4,450.48	
00041771	WYO MACH	\$46.08	
00041536	IN ENVIRO-CLEAN INTER	\$497.04	
00041691	IN PETERSON EQUIPMENT	\$1,082.36	
00041301	NAPA	\$34.99	
00041771	WYO MACH	\$205.56	
00041771	WYO MACH	\$183.68	
00041745	CENTRAL TRUCK AND DIES	\$104.21	
00041681	BRAKE SUPPLY COMPANY I	\$2,036.05	
00041470	GREINER MOTOR COMPANY	\$49.95	
00041299	GREINER MOTOR COMPANY	\$55.60	
00041694	HONNEN EQUIPMENT 04	\$654.94	
00041301	NAPA	\$29.98	
00041667	WYOMING STEEL AND RECY	\$21.50	
00041301	NAPA	\$255.22	
00041333	CMI-TECO	\$48.26	
00041465	GREINER MOTOR COMPANY	\$106.40	
00041256	JACKS TRUCK AND EQUPMT	\$672.58	
00041154	WYOMING STEEL AND RECY	\$9.44	
00040632	RMFMA - COLORADO CH	\$25.00	
00040628	RMFMA - COLORADO CH	\$25.00	
00038484	WAL-MART #1617	\$36.38	
00041416	HENSLEY BATTERY&ELECTR	\$187.48	
00041415	WEAR PARTS INC	\$31.82	
00041262	WW GRAINGER	\$128.92	
00041321	IN C & C SUPPLY DBA N	\$5.25	
00041268	FALLLINE CORP	\$1,129.58	
00041335	NORCO INC	\$64.24	
00041338	GREINER MOTOR COMPANY	\$210.58	
00041413	EXPRESS EMPLOYMENT PRO	\$1,121.27	
00041386	GREINER MOTOR COMPANY	\$436.61	
00041373	GREINER MOTOR COMPANY	\$273.62	
00041363	CASPER TIRE 0000705	\$62.00	
00041342	IN C & C SUPPLY DBA N - Credi	(\$5.25)	
00041357	IN C & C SUPPLY DBA N	\$5.00	

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00041415 WEAR PARTS	\$31.82
00041292 CMI-TECO	\$48.01
00041301 NAPA	\$47.51
00041301 NAPA	\$132.34
00041301 NAPA	\$11.49
00041301 NAPA	\$2.29
00041301 NAPA	\$6.99
00041301 NAPA	(\$54.04)
00041301 NAPA	(\$18.08)
00041301 NAPA	\$13.49
00041259 GREINER MOTOR COMPANY	\$26.93
00041308 CMI-TECO	\$8,323.86
00041301 NAPA	\$106.51
00041287 GOODYEAR COMMERCIAL TI	\$669.92
00041282 GREINER MOTOR COMPANY	\$203.15
00041469 POWER EQUIPMENT CO CAS	\$2,378.22
00041348 NETWORK FLEET. INC.	\$9.20
00041490 HONNEN EQUIPMENT 04	\$799.82
00041830 VZWRLSS MY VZ VB P	\$22.28
00041275 WYOMING STEEL AND RECY	\$9.44
00041275 WYOMING STEEL AND RECY	\$9.44
00041304 DRIVEN POWERSPORTS	\$298.96
00042157 HONNEN EQUIPMENT 04	\$4,019.54
00042044 SIX ROBBLEES NO 19	\$108.09
00042140 CASPER TIRE 0000705	\$300.00
00042033 TITAN MACHINERY - GILL	\$163.95
00042030 GREINER MOTOR COMPANY	\$69.98
00041494 FAIR MANUFACTURING	\$181.22
00042022 GREINER MOTOR COMPANY	\$67.00
00042021 CASPER STAR TRIBUNE	\$396.40
00042019 GREINER MOTOR COMPANY	\$64.46
00042013 EXPRESS EMPLOYMENT PRO	\$1,446.80
00041771 WYO MACH	(\$983.80)
00041492 WYOMING STEEL AND RECY	\$5.30
00041495 AIRGAS CENTRAL	\$122.28
00041984 ASAP RADIATOR AND SUPP	\$277.32
00041635 HARTZ E&F TOWING & REC	\$95.00
00042192 HONNEN EQUIPMENT 04	\$215.76
00041976 WW GRAINGER	\$30.56
00041605 BAILEYS ACE HARDWARE	\$1.49
00041535 CASPER WINNELSON CO	\$261.05
00041968 CMI-TECO	\$108.72
00041967 BAILEYS ACE HARDWARE	\$11.21
00041956 BOBCAT OF CASPER	\$43.88
00042010 TURBO AND DIESEL SERVI	\$720.05
00042105 BRAKE SUPPLY COMPANY I	\$395.45
00041889 JACKS TRUCK AND EQUIPMT	\$89.23
00041889 JACKS TRUCK	(\$25.05)

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00042198	TITAN MACHINERY - GILL	\$393.83
00041639	HARTZ E&F TOWING & REC	\$95.00
00041632	HARTZ E&F TOWING & REC	\$125.00
00042129	BRAKE SUPPLY COMPANY I	\$22.99
00042121	SIX ROBBLEES NO 19	\$106.60
00041299	GREINER FORD	\$26.93
00042118	GREINER MOTOR COMPANY	\$223.37
00042052	INLAND TRUCK PARTS #	\$158.38
00042113	WW GRAINGER - Credit	(\$149.60)
00042056	INLAND TRUCK PARTS #	\$246.12
00042103	DRIVE TRAIN CASPER	\$30.31
00041599	GREINER MOTOR COMPANY - Credit	(\$53.86)
00042127	JACKS TRUCK AND EQUIPMT	\$85.97
00042132	SIX ROBBLEES NO 19	\$1.72
00042081	GREINER MOTOR	\$30.70
00042081	GREINER MOTOR COMPANY	\$75.38
00042073	CASPER TIRE 0000705	\$48.00
00042070	CASPER TIRE 0000705	\$198.00
00041543	GREINER MOTOR COMPANY	\$5.66
00041971	GREINER MOTOR COMPANY	\$94.95
00042115	GREINER MOTOR COMPANY	\$17.90
00041672	HARTZ E&F TOWING & REC	\$95.00
00042126	JACKS TRUCK AND EQUIPMT	\$95.59
00041581	CMI-TECO	\$284.63
00041492	WYOMING STEEL AND RECY	\$5.30
00041858	GREINER MOTOR COMPANY	\$12.90
00041653	EXPRESS EMPLOYMENT PRO	\$1,446.80
00041854	TITAN MACHINERY - GILL	\$234.84
00041699	DECKER AUTO GLASS	\$684.98
00041838	SOURCE OFFICE PRODUCTS	\$60.00
00041655	SIX ROBBLEES	\$21.25
00041629	GREINER MOTOR COMPANY	\$93.86
00041680	AW DIRECT	\$372.83
00041651	HENSLEY BATTERY&ELECTR	\$187.48
00041820	NEWARKINONE-US00000109	\$13.39
00041819	KELLYS ALIGNMENT AND B	\$53.00
00041807	COMTRONIX	\$606.54
00041671	FREMONT MOTOR CASPER I	\$309.40
00041660	GREINER MOTOR COMPANY	\$417.40
00041655	SIX ROBBLEES NO 19	\$145.32
00041334	IN PETERSON EQUIPMENT	\$1,083.90
00041771	WYO MACH	\$804.89
00041771	WYO MACH	\$169.39
00041771	WYO MACH	(\$578.23)
00041823	TITAN MACHINERY - GILL	\$77.15
00041898	HERCULES INDUSTRIES CA	\$6,308.58
00041546	AUDIES SMALL ENGINE	\$36.94
00041921	HONNEN EQUIPMENT 04	\$359.28

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00041501 BRAKE SUPPLY COMPANY I	\$730.00	
00041449 CMI-TECO	\$87.51	
00041499 LARIAT INTERNATIONAL T	\$303.65	
00041456 SPARTANCHASSIS (APA)	\$177.92	
00041505 GREINER MOTOR COMPANY	\$177.31	
00041891 SOURCE OFFICE PRODUCTS	\$210.14	
00041546 AUDIES SMALL ENGINE	\$38.89	
00041888 GREINER MOTOR COMPANY	\$76.28	
00041625 SIX ROBBLEES NO 19	\$7.43	
00041883 STOTZ EQUIPMENT	\$65.27	
00041880 CPU VENTURE TECH NETWO	\$160.00	
00041644 INLAND TRUCK PARTS #	\$90.81	
00041573 MENARDS CASPER WY	\$11.17	
	\$67,141.37	Subtotal for Dept. Fleet Maintenance
00041484 AMERI-TECH EQUIPMENT C	\$673.20	
00041869 JACKS TRUCK AND EQUPMT	\$439.46	
00041301 NAPA	(\$7.62)	
00041301 NAPA	(\$16.16)	
00041301 BEARING BELTCHAIN00244	\$1,464.24	
00041669 GREINER MOTOR COMPANY	\$111.88	
00042175 STOTZ EQUIPMENT	\$468.09	
00041437 GOODYEAR COMMERCIAL TI	\$2,429.50	
00042169 INTERMOUNTAIN COACH LE	\$413.52	
00042159 STOTZ EQUIPMENT - Credit	(\$20.09)	
00041310 APPLIED IND TECH 2733	\$261.40	
00042134 JACKS TRUCK AND EQUPMT	\$377.88	
00042152 STOTZ EQUIPMENT	\$35.96	
00042150 HONNEN EQUIPMENT 04	\$354.21	
00041989 GOODYEAR COMMERCIAL TI	\$2,508.87	
00041277 JACKS TRUCK AND EQUPMT	\$135.66	
00041546 AUDIES SMALL ENGINE	\$71.75	
00041618 INLAND TRUCK PARTS #	\$20.03	
00042017 WW GRAINGER	\$43.50	
00042008 GREINER MOTOR COMPANY - Credit	(\$112.81)	
00041997 DRIVE TRAIN CASPER	\$59.53	
00041995 WW GRAINGER	\$143.74	
00041994 CMI-TECO	\$163.52	
00041270 BRAKE SUPPLY COMPANY I	\$72.55	
00041979 GREINER MOTOR COMPANY	\$112.81	
00041604 HOSE & RUBBER SUPPLY	\$12.31	
00041950 CMI-TECO	\$203.52	
00041301 NAPA	\$305.57	
00041929 HOSE & RUBBER SUPPLY	\$7.55	
00041925 EQUIPMENT COMPANY OF T	\$250.74	
00042022 GREINER MOTOR COMPANY	\$36.95	
00041905 EQUIPMENT COMPANY OF T	\$2,019.93	
00041932 STOTZ EQUIPMENT	\$296.28	
00041650 INLAND TRUCK PARTS # - Credit	(\$20.03)	

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00041879	HOWARD SUPPLY COMPANY	\$98.09	
00041678	AMERI-TECH EQUIPMENT C	\$999.97	
00041871	GREINER MOTOR COMPANY	\$41.20	
00041689	WW GRAINGER	\$10.14	
00041698	GREINER MOTOR COMPANY	\$116.56	
00041821	AMERI-TECH EQUIPMENT C	\$287.07	
00041718	GREINER MOTOR COMPANY	\$45.36	
00041792	AMERI-TECH EQUIPMENT C	\$321.06	
00041790	HONNEN EQUIPMENT 04 - Credit	(\$80.16)	
00041746	CASPER TIRE 0000705	\$198.00	
00041753	GREINER MOTOR COMPANY - Credit	(\$111.88)	
00041771	WYOMING MACHINERY CO	\$1,522.94	
00041915	MG OIL COMPANY GILLET	\$146.70	
00042082	CASPER TIRE 0000705 - Credit	(\$198.00)	
00042120	CMI-TECO	\$87.51	
00042091	CMI-TECO - Credit	(\$163.52)	
00042089	WW GRAINGER	\$20.92	
00042068	DRIVE TRAIN CASPER	\$50.88	
00041658	AMERI-TECH EQUIPMENT C	\$321.60	
00042061	HONNEN EQUIPMENT 04	\$204.36	
00041301	NAPA	\$5.37	
		\$17,241.61	Subtotal for Dept. Fleet Maintenance Inventory
00041904	BB MPMA	\$45.00	
00041507	TOP OFFICE PRODUCTS IN	\$31.18	
		\$76.18	Subtotal for Dept. Fort Caspar
00041451	COOPERMAN FIFE & DRUM	\$348.18	
00041617	BAKER-TAYLOR	\$62.86	
		\$411.04	Subtotal for Dept. General Fund
00041714	NORCO INC	\$70.53	
00041591	MENARDS CASPER WY	\$38.08	
00041652	PROCORP IMAGES, INC.	\$518.00	
00041568	MOUNTAIN STATES LITHOG	\$796.40	
00041236	VZWRLSS IVR VB	\$85.18	
00041778	USPS 57155809430310940	\$6.74	
00041657	PROCORP IMAGES, INC.	\$320.00	
00041825	CHARTER COMM	\$134.96	
00041741	THE HOME DEPOT 6001	\$69.01	
00041481	ALL OUT FIRE EXTINGUIS	\$375.00	
00041521	SUTHERLANDS 2219	\$47.44	
00041987	HARBOR FREIGHT TOOLS 3	\$16.96	
00041549	STAPLES 00114181	\$33.99	
00041508	BARGREEN WYOMING 25	\$76.90	
		\$2,589.19	Subtotal for Dept. Golf Course
00041789	C4CM	\$269.00	
00041248	USPS 57155809430310940	\$5.52	
		\$274.52	Subtotal for Dept. Health Insurance
00041352	STAPLES 00114181	\$357.60	

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00041642	ORKIN 002	\$92.69		
00041069	NELCO PRODUCTS INC.	\$215.40		
00042242	BURBACKS REFRIGERATION	\$1,097.79		
00041422	BEARING BELTCHAIN00244	\$56.58		
00041636	AGSOLUTIONS	\$399.13		
00041394	NORCO INC	\$39.78		
00041983	AGP PROPANE SERVICES	\$5,238.57		
00041830	VZWRLSS MY VZ VB P	\$22.28		
00041895	BRAKE SUPPLY COMPANY I	\$251.29		
		\$7,771.11	Subtotal for Dept.	Hogadon
00041447	WAL-MART #1617	\$16.44		
00041460	ALBERTSONS	\$43.35		
00041454	ATLAS OFFICE PRODUCTS	\$12.25		
00041519	ADOBE	\$104.97		
00041344	PARTY AMERICA CASPER #	\$19.46		
00041434	STAPLES 00114181	\$120.28		
00041647	IN POWDER RIVER SHRED	\$75.00		
00041582	ABSO	\$1,279.46		
		\$1,671.21	Subtotal for Dept.	Human Resources
00041949	BURBACKS REFRIGERATION	\$90.00		
00041953	SQ ATLANTIC ELECTRIC,	\$957.21		
00042035	MENARDS CASPER WY	\$224.00		
00041411	CASPER FIRE EXTINGUISH	\$212.25		
00041751	SAMSCLUB #6425	\$194.26		
00041640	IN PEDENS INC.	\$12.00		
00041638	WW GRAINGER	\$94.92		
00041791	FARMER BROS CO	\$90.58		
00041497	PFG VISTAR DE	\$336.73		
00041630	SAMS INTERNET	\$494.56		
00041798	PFG VISTAR DE	\$659.40		
00041919	CASPER RECREATIONAL LE	\$225.00		
00041590	CASPER RECREATIONAL LE	\$400.00		
00041525	ATLAS OFFICE PRODUCTS	\$23.06		
00042051	SAMS CLUB #6425	\$118.84		
00041531	ICE SKATING INSTITUTE	\$395.00		
00041615	WM SUPERCENTER #1617	\$18.90		
00041557	NORCO INC	\$43.74		
		\$4,590.45	Subtotal for Dept.	Ice Arena
00041485	ALBERTSONS #6569	\$78.60		
00041588	WAL-MART #3778	\$12.54		
00041560	ATLAS OFFICE PRODUCTS	\$40.88		
00042101	HERTZ RENT-A-CAR - Credit	(\$49.63)		
00042148	MISAC	\$120.00		
00041761	SELF TEST ENGINE	\$338.00		
00041768	INTERNATIONAL TRANSACTION	\$2.70		
00041684	PILOT 00007591	\$10.64		
00041696	CHILI'S DOWNTOWN DENVE	\$18.61		
00041709	STARBUCKS PSP 32011504	\$2.45		

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00041822	MAGNOLIA HOTEL DENVER	\$463.73	
00041686	HERTZ RENT-A-CAR	\$289.20	
		\$1,327.72	Subtotal for Dept. Information Services
00041841	BARGREEN WYOMING 25	\$99.77	
00041981	MENARDS CASPER WY	\$86.99	
00041842	ANIMAL CARE EQUIPMENT	\$130.52	
00041980	NORCO INC	\$76.80	
00041910	OFFICEMAX/OFFICEDEPOT6	\$201.97	
00041886	GEORGE T SANDERS 99	\$547.46	
00041862	BEST FRIENDS VETERINAR	\$194.09	
00042138	GALLS	\$112.95	
00041345	COCA COLA BOTTLING CO	\$73.80	
00041675	NORCO INC	\$163.00	
00041608	PETCO 1456 63514566	\$49.97	
00041595	STAPLES 00114181	\$10.00	
00041578	BARGREEN WYOMING 25	\$108.18	
00041855	WESTSIDE ANIMAL HOSPIT	\$113.21	
00041380	COMTRONIX	\$108.00	
00041482	IN ARCHITECTURAL DOOR	\$410.80	
00042189	WESTSIDE ANIMAL HOSPIT	\$468.02	
00041826	UW CASHIER OFFICE	\$6.05	
00041457	J.P. COOKE	\$461.35	
		\$3,422.93	Subtotal for Dept. Metro Animal
00042136	ROUTE ANALYSIS	\$6.89	
00041975	PRINTER TONER	\$4.54	
00041975	ATLAS OFFICE PRODUCTS	\$43.24	
00042136	CASPER STAR TRIBUNE	\$65.51	
00041390	THE TRANSPORTATION RES	\$384.58	
00041390	THE TRANSPORTATION RES	\$40.42	
		\$545.18	Subtotal for Dept. Metropolitan Planning
00042223	ACTION BAIL BONDS	\$475.00	
		\$475.00	Subtotal for Dept. Muni Court
00041659	TOP OFFICE PRODUCTS IN	\$40.20	
		\$40.20	Subtotal for Dept. Municipal Court
00041785	CPS DISTRIBUTORS INC C	\$9.36	
00041861	ATLAS OFFICE PRODUCTS	\$13.16	
00041589	BRIDGER STEEL CASPER - Credit	(\$24.11)	
00042037	BLOEDORN LUMBER CASPER	\$158.88	
00042029	CPS DISTRIBUTORS INC C	\$17.43	
00042015	WYOMING RENTS LLC	\$77.00	
00041958	SP GATHR FILMS	\$357.50	
00041942	ATLAS OFFICE PRODUCTS - Credit	(\$13.16)	
00041928	CPS DISTRIBUTORS INC C	\$12.18	
00041853	CASPER STAR TRIBUNE	\$98.28	
00041847	ATLAS OFFICE PRODUCTS	\$13.16	
00041602	CPS DISTRIBUTORS INC C	\$226.80	
00041794	INTERSPEC LLC	\$600.00	

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00041784	BAILEYS ACE HARDWARE	\$26.99	
00041783	CPS DISTRIBUTORS INC C	\$107.94	
00041742	THE HOME DEPOT 6001	\$11.34	
00041720	THE HOME DEPOT 6001	\$59.43	
00041577	STAPLES 00114181	\$38.23	
00041366	BEACON ATHLETICS	\$1,075.20	
00041619	SAMSCLUB#6425	\$21.28	
00041646	TOP OFFICE PRODUCTS IN	\$212.89	
00042160	MENARDS CASPER WY - Credit	(\$5.47)	
00042149	MENARDS CASPER WY	\$114.89	
00041802	BLOEDORN LUMBER CASPER	\$19.84	
00041358	SEARS ROEBUCK 2341	\$50.98	
00041141	WALGREENS #7462	\$240.00	
00041593	BAILEYS ACE HARDWARE	\$19.96	
00041545	WYOMING GROUNDS KEEPER - Credi	(\$50.00)	
00041541	BAILEYS ACE HARDWARE	\$15.76	
00041452	NORCO INC	\$218.30	
00041441	CPS DISTRIBUTORS INC C	\$103.63	
00041438	CPS DISTRIBUTORS INC C	\$74.40	
00041433	BAILEYS ACE HARDWARE	\$18.97	
00041423	BAILEYS ACE HARDWARE - Credit	(\$2.02)	
00041368	SEARS ROEBUCK 2341	\$374.95	
00041830	VZWRLSS MY VZ VB P	\$145.63	
00041348	NETWORK FLEET. INC.	\$132.65	
00041733	BRIDGER STEEL CASPER	\$21.75	
00042247	BLOEDORN LUMBER CASPER	\$1,562.75	
00041679	MENARDS CASPER WY	\$112.98	
00041428	R & R REST STOPS	\$1,696.40	
00041212	CPS DISTRIBUTORS INC C	\$21.68	
00041224	CPS DISTRIBUTORS INC C	\$81.79	
00041331	THE HOME DEPOT 6001	\$1,256.88	
00041353	MENARDS CASPER WY	\$197.23	
	\$9,523.71	Subtotal for Dept.	Parks
00041477	BRECK MEDIA GROUP WY	\$500.00	
	\$500.00	Subtotal for Dept.	Perpetual Care
00041626	CASPER STAR TRIBUNE	\$117.30	
00042171	CASPER STAR TRIBUNE	\$86.25	
00041796	LOAF N JUG #0119 Q81	\$16.20	
00042304	ATLAS REPRODUCTION	\$63.00	
00041992	ATLAS REPRODUCTION	\$18.00	
00042195	AMBI MAIL AND MARKETIN	\$8.48	
00042305	QUALITY OFFICE SOLUTIO	\$108.20	
	\$417.43	Subtotal for Dept.	Planning
00040861	FAT BURGER #104	\$19.89	
00040318	HENSLEY BATTERY&ELECTR - Credi	(\$808.88)	
00040307	HENSLEY BATTERY&ELECTR	\$808.88	
00038797	HARTZ E&F TOWING & REC	\$80.00	
00041978	HARTZ E&F TOWING & REC	\$665.00	

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00041966	TLO TRANSUNION	\$196.50
00041943	CASPER STAR TRIBUNE	\$880.00
00040932	SUBWAY 00040105	\$6.00
00041906	APPLEBEES COLO48248140	\$86.31
00041911	PILOT 00007591	\$23.02
00041939	CHEESECAKE DENVER	\$97.20
00041973	SP 3GIS.BACKUPBRACE	\$151.85
00040923	CHICK-FIL-A #02806	\$8.81
00042222	ATLAS OFFICE PRODUCTS	\$283.84
00040820	WENDY'S #1499	\$9.79
00041014	E F TOWING RECOVERY - Credit	(\$80.00)
00040817	PANDA EXPRESS #1032	\$9.37
00042001	PETRO JOHNSTOWN	\$40.51
00041210	ENTERPRISE RENT-A-CAR	\$445.66
00042053	R & R REST STOPS	\$155.92
00042063	EXPERIAN	\$122.74
00042065	ATLAS OFFICE PRODUCTS	\$74.61
00042083	NAPA PARTS HEILBRUNS	\$49.56
00042085	HAMPTON INNS & SUITES	\$511.83
00042097	PETRO JOHNSON CORNER	\$27.39
00042104	ATLAS OFFICE PRODUCTS	\$14.15
00042133	OREILLY AUTO 00027466	\$24.73
00042141	RESPOND FIRST AID OF W	\$225.48
00042165	CASPER ANIMAL MEDICAL	\$93.46
00040896	TACO BELL #28517	\$8.71
00041008	PANDA EXPRESS #2425	\$9.81
00041382	PUBLIC AGENCY TRAINING	\$295.00
00041558	PP LORI EMMETT	\$185.00
00041624	HARTZ E&F TOWING & REC	\$212.50
00041835	PROFORCE LAW ENFORCEME	\$2,499.98
00041959	PUBLIC AGENCY TRAINING	\$295.00
00041988	GALLS HQ	\$362.00
00041900	VZWLSS IVR VB	\$876.77
00041893	POCKETPRESS	\$98.40
00041867	AMAZON MKTPLACE PMTS	\$206.91
00041814	VZWLSS IVR VB	\$756.71
00041255	COLORADO ASSOCIATION O	\$402.70
00041132	EXXONMOBIL 99092272	\$31.59
00041089	UNITED 01626022414730	\$60.00
00041329	FAIRFIELD INN LOVELAND	\$358.24
00040544	HOLIDAY INN EXPRESS	\$364.00
00042062	HAMPTON INNS & SUITES	\$511.83
00041388	WYOMING CAMERA OUTFITT	\$354.90
00041217	NOODLES & CO 133	\$21.15
00041391	SIRCHIE FINGER PRINT L	\$106.25
00041129	EXXONMOBIL 47737358	\$12.23
00041085	TACO BELL #28517	\$13.00
00040563	KUM & GO #0663	\$14.36

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00041015 CHEVRON 0093280	\$20.22	
00040385 PILOT 00007591	\$13.08	
00040991 JERSEY MIKE'S 20151	\$8.50	
00041002 FAT BURGER #104	\$14.72	
00041403 WYOMING CAMERA OUTFITT - Credi	(\$354.90)	
00041479 OREILLY AUTO 00027466	\$31.49	
00041323 BROKEN WHEEL TRUCK S	\$23.08	
00040573 WAL-MART #4653	\$12.19	
00041448 ATLAS OFFICE PRODUCTS	\$92.24	
00041769 ATLAS OFFICE PRODUCTS	\$58.66	
00041435 WYOMING CAMERA OUTFITT	\$338.00	
00041436 QUALITY OFFICE Solutio	\$14.99	
00041758 QUALITY OFFICE Solutio	\$171.51	
00041747 QUALITY OFFICE Solutio	\$269.89	
00041439 CASPER ANIMAL MEDICAL	\$208.58	
00041384 QUALITY OFFICE Solutio	\$41.79	
00041717 COCA COLA BOTTLING CO	\$31.50	
00041407 PF CHANGS #9981	\$23.00	
00041695 MOUNTAIN STATES LITHOG	\$72.50	
00041461 WENDY'S ROCKY MTN	\$8.29	
00041498 USPS 57155809430310940	\$35.00	
00041512 HARBOR FREIGHT TOOLS 3	\$48.93	
00041513 IACP	\$75.00	
00041643 AMAZON MKTPLACE PMTS	\$16.88	
00041723 COCA COLA BOTTLING CO	\$73.50	
00041840 GALLS HQ	\$451.71	
00041863 VZWRLSS IVR VB	\$3,716.69	
00041856 RICOH USA, INC	\$31.35	
00041844 ENTENMANN-ROVIN COMPAN	\$84.00	
00041347 LOAF N JUG #0119 Q81	\$14.00	
00041781 ATLAS OFFICE PRODUCTS	\$78.01	
00039964 NOLAND FEED INC.	\$75.20	
00040836 NOLAND FEED INC.	\$115.00	
00041341 MAVERIK #296	\$20.08	
00041773 ATLAS OFFICE PRODUCTS	\$78.18	
	\$18,293.52	Subtotal for Dept. Police
00041575 DECKER AUTO GLASS	\$296.12	
00041610 FREMONT MOTOR CASPER I	\$416.20	
	\$712.32	Subtotal for Dept. Police Equipment
00042027 PARKWAY PLAZA HOTEL AN	\$135.20	
00042038 UNITED 01624852243851	\$581.20	
00041067 QDOBA #2791	\$62.21	
00041426 WYOMING OFFICE PRODUCT	\$376.39	
00041405 QDOBA #2791 - Credit	(\$2.51)	
00042057 UNITED 01624852243862	\$581.20	
00040837 TARGET 00001644	\$339.98	
00041666 GO AIRPORT SHUTTLE	\$89.68	
	\$2,163.35	Subtotal for Dept. Police Grants

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00042179	ACTION GLASS INC	\$1,268.29	
00041454	ATLAS OFFICE PRODUCTS	\$21.49	
		\$1,289.78	Subtotal for Dept. Property & Liability Insurance
00041622	USPS 57155804730311021	\$6.80	
00042047	NORCO INC	\$162.40	
00041402	S&S WORLDWIDE-ONLINE	\$79.00	
00041620	KISTLER TENT AND AWNIN	\$112.00	
00041670	CHARTER COMM	\$149.00	
00041596	S&S WORLDWIDE-ONLINE	\$924.14	
00041376	CASPER FIRE EXTINGUISH	\$203.75	
00041777	ATLAS OFFICE PRODUCTS	\$43.40	
00041431	AMAZON	\$21.56	
00041362	AMAZON MKTPLACE PMTS	\$111.68	
00041924	NOLAND FEED INC.	\$319.19	
		\$2,132.92	Subtotal for Dept. Recreation
00041748	SAMSLUB #6425	\$245.00	
00041611	SAMSLUB #6425	\$56.12	
00041760	BAILEYS ACE HARDWARE	\$54.95	
00041762	DEWITT WATER	\$800.00	
00041772	TERMINIX	\$365.00	
00041780	AIRGAS CENTRAL	\$299.18	
00041786	WYOMING STEEL AND RECY	\$5,207.10	
00041621	HOLIDAY INN HOTEL AND	\$178.00	
00041800	IN ALLIANCE ELECTRIC,	\$70.00	
00041284	ALSCO SLCAS	\$162.09	
00041538	HOLIDAY INN HOTEL AND	\$871.70	
00041348	NETWORK FLEET. INC.	\$492.70	
		\$8,801.84	Subtotal for Dept. Refuse Collection
00041294	ALSCO SLCAS	\$162.56	
00041348	NETWORK FLEET. INC.	\$18.95	
00041607	IN PROPET DISTRIBUTOR	\$1,000.00	
00041395	CRETEX CONCRETE PRODUC - Credi	(\$204.00)	
00041351	EPASALES	\$548.30	
00041361	WW GRAINGER	\$258.75	
00041332	CRETEX CONCRETE PRODUC	\$654.00	
00041830	VZWRSS MY VZ VB P	\$22.28	
00041404	SAMSLUB #6425	\$178.03	
00041165	CRETEX CONCRETE PRODUC	\$544.50	
		\$3,183.37	Subtotal for Dept. Sewer
00041721	REIS ENVIRONMENT INC.	\$605.00	
00041586	HOMAX OIL SALES INC	\$68.94	
		\$673.94	Subtotal for Dept. Special Assistance
00041829	CASPER CONTRACTORS SUP	\$12,413.15	
00041801	OREILLY AUTO 00027466	\$10.78	
00041309	CASPER CONTRACTORS SUP	\$38.64	
00041619	SAMSLUB #6425	\$21.29	
00041646	TOP OFFICE PRODUCTS IN	\$729.87	

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00041833	BEARING BELTCHAIN00244	\$28.12	
00041555	THE HOME DEPOT 6001	\$15.98	
00041934	CASPER CONTRACTORS SUP	\$1,504.46	
00041606	CASPER CONTRACTORS SUP	\$960.00	
00041584	CASPER CONTRACTORS SUP	\$265.69	
00041583	ALSCO SLCAS	\$742.66	
00041551	HARBOR FREIGHT TOOLS 3	\$19.98	
00041348	NETWORK FLEET. INC.	\$511.65	
00041528	CRESCENT ELECTRIC 103	\$52.69	
00040515	HAMPTON INNS	\$205.40	
00041830	VZWRLSS MY VZ VB P	\$44.55	
00041853	CASPER STAR TRIBUNE	\$98.28	
00042224	IN ARCHITECTURAL DOOR	\$269.00	
00041414	CRESCENT ELECTRIC 103	\$190.09	
		\$18,122.28	Subtotal for Dept. Streets
00041188	CASPER STAR TRIBUNE	\$123.00	
00041473	RESPOND FIRST AID OF W	\$140.09	
00041361	WW GRAINGER	\$258.75	
00042000	NORCO INC	\$123.50	
00042032	BEARING BELTCHAIN00244	\$12.76	
00042075	LOU'S GLOVES INC	\$498.00	
00042095	CRUM ELECTRIC SUPPLY C	\$314.31	
00041102	WW GRAINGER	\$61.81	
00041260	HACH COMPANY	\$1,130.19	
00041300	ALSCO SLCAS	\$484.16	
00041381	CASPER FIRE EXTINGUISH	\$19.50	
00041417	ENERGY LABORATORIES, I	\$267.00	
00041464	USPS 57155809430310940	\$27.75	
00041472	CRUM ELECTRIC SUPPLY C	\$69.34	
00041487	CPU VENTURE TECH NETWO	\$505.00	
00041471	FERGUSON ENT #3069	\$85.64	
00041601	CASPER WINNELSON CO	\$17.09	
00040996	APS - UTILITIES	\$2,265.94	
00041019	NORCO INC	\$97.60	
00041668	ELECTRIC SERVICE CO	\$299.09	
00041567	FIERO FLUID POWER	\$102.07	
00041569	INDUSTRIAL SCREEN & MA	\$605.00	
00041571	ATLAS OFFICE PRODUCTS	\$541.64	
00040980	CASPER CONTRACTORS SUP	\$136.80	
00041587	BEARING BELTCHAIN00244	\$5.45	
00041561	CENTRAL TRUCK AND DIES	\$6.31	
00041734	HONNEN EQUIPMENT 04	\$105.20	
00041690	NORCO INC	\$865.00	
00041713	SERPENTIX CONVEYOR COR	\$4,138.30	
00041763	WW GRAINGER	\$188.64	
00041719	BEARING BELTCHAIN00244	\$9.44	
00041729	HONNEN EQUIPMENT 04	\$378.52	
00041576	USPS 57155804730311021	\$13.48	

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00040912 WESTERN SLING CO	\$17.29	
00040953 HAJOCA KEENAN SUPP 25	\$145.21	
00041837 HACH COMPANY	\$242.05	
00041852 APPLIED CNTRL EQPMT LL	\$2,586.47	
00041522 FERGUSON ENT #3069	\$205.39	
00041830 VZWRLSS MY VZ VB P	\$44.55	
00040906 NCL OF WISCONSIN INC	\$199.29	
00041529 NORCO INC	\$31.07	
00040941 AMERI-TECH EQUIPMENT C	\$119.00	
	\$17,486.69	Subtotal for Dept. Waste Water
00041330 CASPER CONTRACTORS SUP	\$470.92	
00041325 MCCOY SALES CORPORATIO	\$376.88	
00041797 ENERGY LABORATORIES, I	\$340.00	
00041306 71 CONSTRUCTION INC #1	\$5,998.14	
00041754 USPS 57155809430310940	\$76.70	
00041874 71 CONSTRUCTION INC #1	\$1,115.80	
00041337 GEORGE T SANDERS 20	\$3.04	
00041765 ENERGY LABORATORIES, I	\$25.00	
00041795 ENERGY LABORATORIES, I	\$50.00	
00041868 USPS 57155809430310940	\$7.45	
00041476 ENERGY LABORATORIES, I	\$340.00	
00041442 71 CONSTRUCTION INC #1	\$451.44	
00041354 ATLAS OFFICE PRODUCTS	\$11.98	
00041455 TOP OFFICE PRODUCTS IN	\$128.96	
00041389 ATLAS OFFICE PRODUCTS	\$47.56	
00041982 USPS 57155809430310940	\$9.94	
00041999 SUTHERLANDS 2219	\$25.15	
00041830 VZWRLSS MY VZ VB P	\$70.82	
00041271 HOWARD SUPPLY COMPANY	\$81.48	
00041799 ATLAS OFFICE PRODUCTS	\$26.61	
00042048 SUTHERLANDS 2219	\$21.99	
00042043 ENERGY LABORATORIES, I	\$340.00	
00041475 WATERWORKS INDUSTRIES	\$63.00	
00042143 CASPER POLICE DEPARTME	\$10.50	
00042110 ENERGY LABORATORIES, I	\$25.00	
00042093 SUTHERLANDS 2219	\$6.36	
00042116 ENERGY LABORATORIES, I	\$309.45	
00042125 ENERGY LABORATORIES, I	\$25.00	
00041607 IN PROPET DISTRIBUTOR	\$1,269.13	
00042059 SUTHERLANDS 2219 - Credit	(\$11.99)	
00041502 MENARDS CASPER WY	\$15.99	
00041503 THE HOME DEPOT 6001	\$16.20	
00041515 UNITED STATES WELDING	\$18.89	
00041429 VZWRLSS APOCC VISB	\$2,631.77	
00041533 MOBILE CONCRETE, INC	\$169.50	
00042098 CASPER STAR TRIBUNE	\$412.60	
00041716 FINISH LINE SYSTEMS LL	\$9,926.80	
00041628 HARBOR FREIGHT TOOLS 3	\$15.99	

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00041715	MENARDS CASPER WY	\$10.97	
00041701	SUTHERLANDS 2219	\$8.67	
00042197	UNION WIRELESS	\$130.09	
00041687	BEARING BELTCHAIN00244	\$22.56	
00041663	THE HOME DEPOT 6001	\$17.64	
00041273	ALSCO SLCAS	\$460.34	
00041627	SUTHERLANDS 2219	\$18.36	
00041603	WATERWORKS INDUSTRIES	\$1,795.20	
00041585	MICHAELSFENCE&SUPPLYIN	\$22.00	
00042153	HOMAX OIL SALES INC	\$46.08	
00041348	NETWORK FLEET. INC.	\$132.65	
		\$27,588.61	Subtotal for Dept. Water
00041296	ENERGY LABORATORIES	\$75.00	
00042135	UPS 000008F045W126	\$57.58	
00041272	ENERGY LABORATORIES	\$225.00	
00041311	ALSCO SLCAS	\$144.00	
00042194	ATLAS REPRODUCTION	\$50.10	
00041637	USPS 57155809430310940	\$14.76	
00041409	WEAR PARTS INC	\$22.32	
00041424	COASTAL CHEMICAL CO LL	\$440.28	
00041445	DANA KEPNER CO.	\$277.08	
00041480	IN INDUSTRIAL MAINTAI	\$110.00	
00041488	ATLAS OFFICE PRODUCTS	\$322.54	
00041527	AUDIES SMALL ENGINE	\$162.59	
00041559	DANA KEPNER CO.	\$205.86	
00041732	MENARDS CASPER WY	\$39.95	
00041574	ATLAS OFFICE PRODUCTS	\$140.58	
00041317	IN INDUSTRIAL MAINTAI	\$230.00	
00041731	MENARDS CASPER WY	\$174.99	
00042102	FERGUSON ENT #3069	\$29.24	
00041754	USPS 57155809430310940	\$61.36	
00041810	ALBERTSONS #2060	\$11.99	
00041816	UNITED STATES WELDING	\$4,855.39	
00041830	VZWRLSS MY VZ VB P	\$22.28	
00041860	PIZZA HUT #240	\$102.28	
00041756	FEDEX 98414384	\$14.23	
00041870	ENERGY LABORATORIES	\$225.00	
00042026	MURDOCH'S RANCH & HOME	\$31.99	
00042034	SPORTSMANS WAREHOUSE 1	\$143.97	
00042050	COASTAL CHEMICAL CO LL	\$377.77	
00042054	WEAR PARTS INC	\$8.97	
00042005	BUSH-WELLS SPORTING GO	\$493.59	
00042002	THE HOME DEPOT 6001	\$18.83	
00041972	IN LARSON DATA COMMUN	\$232.20	
00041901	ENERGY LABORATORIES	\$20.00	
00041896	ENERGY LABORATORIES	\$225.00	
00041961	CASPER STAR TRIBUNE	\$32.72	
00041166	ENERGY LABORATORIES - Credit	(\$450.00)	

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

P-CARD VENDORS

00042094 SUTHERLANDS 2219	\$46.65	
00041899 UPS 0000008F045W116	\$110.98	
00041157 ENERGY LABORATORIES	\$225.00	
00042067 DANA KEPNER CO.	\$274.50	
00041163 ENERGY LABORATORIES	\$225.00	
	\$10,031.57	Subtotal for Dept. Water Treatment Plant
00041619 SAMSClub#6425	\$21.28	
	\$21.28	Subtotal for Dept. Weed And Pest
	\$315,281.39	Subtotal for Vendor

PEPSI COLA OF CASPER

152025 PRODUCT	\$4,303.00	
606286 CREDIT MEMO	(\$150.00)	
152196 PRODUCT	\$4,716.50	
606282 PRODUCT	\$2,190.00	
152335 PRODUCT	\$200.00	
	\$11,259.50	Subtotal for Dept. Casper Events Center
109542 PRODUCT	\$414.80	
	\$414.80	Subtotal for Dept. Ice Arena
	\$11,674.30	Subtotal for Vendor

PHIL WILLOUGHBY

RIN0026471 UTILITY REFUND	\$92.30	
	\$92.30	Subtotal for Dept. Water
	\$92.30	Subtotal for Vendor

POLICE DEPT

RIN0026433 COMPLIANCE CHECKS	\$262.00	
RIN0026433 COMPLIANCE CHECKS	\$540.00	
	\$802.00	Subtotal for Dept. Police Grants
	\$802.00	Subtotal for Vendor

POSTAL PROS, INC.

2350 WINTER NEWSLETTER	\$1,556.00	
	\$1,556.00	Subtotal for Dept. Council
34497 WEB POSTINGS	\$2,675.04	
2347 UTILITY BILLING FEES	\$11,888.98	
	\$14,564.02	Subtotal for Dept. Finance
2348 DEAD TREE INSERT	\$1,155.00	
	\$1,155.00	Subtotal for Dept. Perpetual Care
2349 EXTRA TRASH PICK UP INSERT	\$1,440.00	
	\$1,440.00	Subtotal for Dept. Refuse Collection
	\$18,715.02	Subtotal for Vendor

PRINTWORKS

10936 BUSINESS CARDS	\$52.87	
	\$52.87	Subtotal for Dept. Planning

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

PRINTWORKS

\$52.87 Subtotal for Vendor

PUBLIC SAFETY COMMUNICATIONS CENTER

734/137899 USER FEE

\$1,301.39

\$1,301.39 Subtotal for Dept. Metro Animal

1276/137900 USER FEE

\$530.66

\$530.66 Subtotal for Dept. Water

\$1,832.05 Subtotal for Vendor

RESOURCE STAFFING

5634 TEMPORARY SERVICE

\$120.72

5634 TEMPORARY SERVICE

\$172.91

5650 TEMPORARY SERVICE

\$384.98

5650 TEMPORARY SERVICE

\$52.20

5632 TEMPORARY SERVICE

\$52.20

5598 TEMPORARY SERVICE

\$150.07

\$933.08 Subtotal for Dept. Casper Events Center

\$933.08 Subtotal for Vendor

RICHARD "ZAK" SZEKELY

RIN0026449 COURT APPOINTED ATTORNEY

\$275.00

\$275.00 Subtotal for Dept. Municipal Court

\$275.00 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016903251610 ELECTRICITY

\$157.10

AP00014903251610 ELECTRICITY

\$5,284.06

\$5,441.16 Subtotal for Dept. Aquatics

AP00016703251610 ELECTRICITY

\$11,597.82

\$11,597.82 Subtotal for Dept. Balefill

AP00016803251610 ELECTRICITY

\$143.05

\$143.05 Subtotal for Dept. Buildings And Grounds

AP00015303251610 ELECTRICITY

\$15,435.49

\$15,435.49 Subtotal for Dept. Casper Events Center

AP00015003251610 ELECTRICITY

\$247.80

\$247.80 Subtotal for Dept. Cemetery

AP00015103251610 ELECTRICITY

\$1,194.00

AP00015103251610 ELECTRICITY

\$3,310.78

AP00015103251610 ELECTRICITY

\$1,103.77

AP00018203251610 ELECTRICITY

\$557.53

AP00015103251610 ELECTRICITY

\$23.97

\$6,190.05 Subtotal for Dept. City Hall

AP00015503251610 ELECTRICITY

\$3,257.41

\$3,257.41 Subtotal for Dept. Fire

AP00015403251610 ELECTRICITY

\$3,514.05

\$3,514.05 Subtotal for Dept. Fleet Maintenance

AP00015603251610 ELECTRICITY

\$580.41

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

ROCKY MOUNTAIN POWER

	\$580.41	Subtotal for Dept.	Fort Caspar
AP00015703251610 ELECTRICITY	\$2,951.70		
	\$2,951.70	Subtotal for Dept.	Golf Course
AP00015803251610 ELECTRICITY	\$11,883.95		
	\$11,883.95	Subtotal for Dept.	Hogadon
AP00015903251610 ELECTRICITY	\$6,661.67		
	\$6,661.67	Subtotal for Dept.	Ice Arena
AP00016003251610 ELECTRICITY	\$894.13		
	\$894.13	Subtotal for Dept.	Metro Animal
AP00018103251610 ELECTRICITY	\$2,535.27		
AP00018003251610 ELECTRICITY	\$3,169.50		
AP00016103251610 ELECTRICITY	\$1,567.72		
	\$7,272.49	Subtotal for Dept.	Parks
AP00016203251610 ELECTRICITY	\$323.20		
	\$323.20	Subtotal for Dept.	Police
AP00015203251610 ELECTRICITY	\$3,198.28		
	\$3,198.28	Subtotal for Dept.	Recreation
AP00016303251610 ELECTRICITY	\$560.57		
	\$560.57	Subtotal for Dept.	Sewer
AP00017303251610 ELECTRICITY	\$235.02		
AP00016403251610 ELECTRICITY	\$47,138.66		
AP00017003251610 ELECTRICITY	\$91.52		
	\$47,465.20	Subtotal for Dept.	Streets
AP00016603251610 ELECTRICITY	\$28,029.06		
	\$28,029.06	Subtotal for Dept.	Waste Water
AP00016503251610 ELECTRICITY	\$19,757.76		
	\$19,757.76	Subtotal for Dept.	Water
RIN0026434 ELECTRICITY	\$39,764.26		
RIN0026434 ELECTRICITY	\$9,411.86		
	\$49,176.12	Subtotal for Dept.	Water Treatment Plant
	\$224,581.37	Subtotal for Vendor	

ROD BARSTAD'S PAINT & AUTO BODY

5173 REPAIRS	\$5,976.49		
5216 REPAIRS	\$9,354.85		
5091 REPAIRS	\$662.30		
5204 REPAIRS	\$650.79		
5185 REPAIRS	\$772.02		
5184 REPAIRS	\$1,266.80		
5205 REPAIRS	\$3,474.29		
	\$22,157.54	Subtotal for Dept.	Fleet Maintenance
	\$22,157.54	Subtotal for Vendor	

ROSE CRUZ

RIN0026435 UTILITY REFUND	\$482.58		
	\$482.58	Subtotal for Dept.	Water

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

ROSE CRUZ

\$482.58 Subtotal for Vendor

RYAN SHELLENBERGER

RIN0026420 CLASS REIMBURSEMENT

\$85.29

\$85.29 Subtotal for Dept. Information Services

\$85.29 Subtotal for Vendor

SALTWORX LLC

116 ICE KICKER

\$56,710.08

\$56,710.08 Subtotal for Dept. Streets

\$56,710.08 Subtotal for Vendor

SAM PARSON'S UPHOLSTERY

673563 REPAIRS

\$272.00

673575 REPAIRS

\$248.83

673582 REPAIRS

\$37.50

\$558.33 Subtotal for Dept. Fleet Maintenance

\$558.33 Subtotal for Vendor

SELF HELP CENTER, INC.

16822 VICTIM ASSISTANCE

\$187.15

\$187.15 Subtotal for Dept. Police Grants

\$187.15 Subtotal for Vendor

SENIOR PATIENT ADVOCATES

2016-0190 OTHER CONTRACTUAL

\$450.00

\$450.00 Subtotal for Dept. Health Insurance

\$450.00 Subtotal for Vendor

SMARSH, INC

AP00017703251610 EMAIL MAINTENANCE

\$2,701.50

\$2,701.50 Subtotal for Dept. Finance

\$2,701.50 Subtotal for Vendor

SMITH, ERIK

0026144839 UTILITY REFUND

\$46.30

\$46.30 Subtotal for Dept. Water

\$46.30 Subtotal for Vendor

SOURCE GAS DIST. LLC

201092423887 NATURAL GAS

\$5,206.80

207408047888 NATURAL GAS

\$229.63

\$5,436.43 Subtotal for Dept. Aquatics

207408047892 NATURAL GAS

\$2,896.58

\$2,896.58 Subtotal for Dept. Balefill

201181353945 NATURAL GAS

\$239.86

\$239.86 Subtotal for Dept. Buildings And Grounds

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

SOURCE GAS DIST. LLC

201181356623 NATURAL GAS	\$5,580.78	
	\$5,580.78 Subtotal for Dept.	Casper Events Center
207408047834 NATURAL GAS	\$229.31	
	\$229.31 Subtotal for Dept.	Cemetery
207408047839 NATURAL GAS	\$1,063.55	
201537224018 NATURAL GAS	\$87.04	
201537221143 NATURAL GAS	\$93.64	
201003781383 NATURAL GAS	\$645.48	
	\$1,889.71 Subtotal for Dept.	City Hall
201003781743 NATURAL GAS	\$372.82	
201448237058 NATURAL GAS	\$299.51	
207408047897 NATURAL GAS	\$1,265.33	
	\$1,937.66 Subtotal for Dept.	Fire
201270311677 NATURAL GAS	\$2,116.86	
	\$2,116.86 Subtotal for Dept.	Fleet Maintenance
201537223869 NATURAL GAS	\$406.05	
	\$406.05 Subtotal for Dept.	Fort Caspar
201181354228 NATURAL GAS	\$178.10	
	\$178.10 Subtotal for Dept.	Golf Course
201092423888 NATURAL GAS	\$976.23	
	\$976.23 Subtotal for Dept.	Ice Arena
201359256421 NATURAL GAS	\$1,103.34	
	\$1,103.34 Subtotal for Dept.	Metro Animal
201003781408 NATURAL GAS	\$946.03	
	\$946.03 Subtotal for Dept.	Recreation
201359254787 NATURAL GAS	\$16.10	
	\$16.10 Subtotal for Dept.	Sewer
207408047891 NATURAL GAS	\$6,833.08	
	\$6,833.08 Subtotal for Dept.	Waste Water
207408047890 NATURAL GAS	\$239.42	
207408047864 NATURAL GAS	\$778.78	
	\$1,018.20 Subtotal for Dept.	Water
201537224003 NATURAL GAS	\$7,718.11	
	\$7,718.11 Subtotal for Dept.	Water Treatment Plant
	\$39,522.43 Subtotal for Vendor	

SPOHN, RICHARD

0026104094 UTILITY REFUND	\$34.32	
	\$34.32 Subtotal for Dept.	Water
	\$34.32 Subtotal for Vendor	

STANLEY, JEFF

0026205517 UTILITY REFUND	\$16.89	
	\$16.89 Subtotal for Dept.	Water
	\$16.89 Subtotal for Vendor	

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

STANTEC CONSULTING SVCS INC.

1014914 NORTH PLATTE RIVER RESTORATION	\$4,579.24	
1014915 NORTH PLATTE	\$876.55	
	\$5,455.79	Subtotal for Dept. Streets
	\$5,455.79	Subtotal for Vendor

STATE OF WY. - OFFICE OF STATE LANDS & INVEST

RIN0026422 LOAN PAYMENT	\$3,434.22	
	\$3,434.22	Subtotal for Dept. Waste Water
	\$3,434.22	Subtotal for Vendor

STEALTH PARTNER GROUP

RIN0026440 MEDICAL STOP LOSS	\$59,134.22	
	\$59,134.22	Subtotal for Dept. Health Insurance
	\$59,134.22	Subtotal for Vendor

STELLAR PROGRAMMING & CONSULTING

RIN0026461 SERVICES	\$10,752.50	
	\$10,752.50	Subtotal for Dept. Planning
	\$10,752.50	Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

603110335 PRODUCT	\$241.45	
603120420 PRODUCT	\$88.48	
603110335 PRODUCT	\$225.22	
603100458 PRODUCT	\$571.80	
603080142 PRODUCT	\$3,059.89	
603080141 PRODUCT	\$846.20	
603080140 PRODUCT	\$1,933.14	
603080142 PRODUCT	\$108.90	
603021489 PRODUCT	\$3,135.52	
603021490 PRODUCT	\$7,201.04	
603030164 PRODUCT	\$285.90	
603041261 PRODUCT	\$113.00	
	\$17,810.54	Subtotal for Dept. Casper Events Center
	\$17,810.54	Subtotal for Vendor

THE SANBORN MAP CO.

COS00004916 AERIAL PHOTOGRAPHY UPDATE	\$5,703.92	
COS00004916 AERIAL PHOTOGRAPHY UPDATE	\$54,274.24	
	\$59,978.16	Subtotal for Dept. Metropolitan Planning
	\$59,978.16	Subtotal for Vendor

TORRES, ALVARO

0026144837 UTILITY REFUND	\$47.57	
	\$47.57	Subtotal for Dept. Water
	\$47.57	Subtotal for Vendor

TWEED'S WHOLESALE

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

TWEED'S WHOLESALE

328813 SUPPLIES

\$626.94
\$626.94 Subtotal for Dept. Recreation
\$626.94 Subtotal for Vendor

UDA, ROBERT

0026104095 UTILITY REFUND

\$14.48
\$14.48 Subtotal for Dept. Water
\$14.48 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

51176 MEDICAL TESTING
52419 MEDICAL TESTING
51907 MEDICAL TESTING
51971 MEDICAL TESTING
52405 MEDICAL TESTING
51407 MEDICAL TESTING
51807 MEDICAL TESTING
51604 MEDICAL TESTING
51557 MEDICAL TESTING

\$360.00
\$360.00
\$32.00
\$360.00
\$360.00
\$360.00
\$360.00
\$360.00
\$360.00
\$2,912.00 Subtotal for Dept. Police
\$2,912.00 Subtotal for Vendor

VALDEZ, ARTURO

0026104098 UTILITY REFUND

\$17.49
\$17.49 Subtotal for Dept. Water
\$17.49 Subtotal for Vendor

VAN ORDEN, ZANE

0026144841 UTILITY REFUND

\$21.32
\$21.32 Subtotal for Dept. Water
\$21.32 Subtotal for Vendor

VEGA, ALBERT/KRISTIE

0026144832 UTILITY REFUND

\$13.86
\$13.86 Subtotal for Dept. Water
\$13.86 Subtotal for Vendor

VIEWPOINT GOVERNMENT SOLUTIONS, INC.

2119 VIEWPERMIT LICENSES

\$2,250.00
\$2,250.00 Subtotal for Dept. Code Enforcement

2119 VIEWPERMIT LICENSES

\$450.00
\$450.00 Subtotal for Dept. Engineering
\$2,700.00 Subtotal for Vendor

VISION SVC. PLAN

RIN0026439 BENEFITS PAYABLE
RIN0026438 BENEFITS PAYABLE

\$110.94
\$1,477.40
\$1,588.34 Subtotal for Dept. Health Insurance

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

VISION SVC. PLAN

\$1,588.34 Subtotal for Vendor

WASTE WATER TREATMENT

1337/137907 MONTHLY SUMP CLEANING

\$600.00

\$600.00 Subtotal for Dept. Balefill

1276/138113 201 SEWER

\$281,734.10

\$281,734.10 Subtotal for Dept. Sewer

\$282,334.10 Subtotal for Vendor

WATERS & SON CONST.

3236 BUILDINGS

\$1,202.33

\$1,202.33 Subtotal for Dept. Property & Liability Insurance

\$1,202.33 Subtotal for Vendor

WEBER, ALYSSA

0026144840 UTILITY REFUND

\$50.07

\$50.07 Subtotal for Dept. Water

\$50.07 Subtotal for Vendor

WEEKES, CANDACE

0026205523 UTILITY REFUND

\$54.80

\$54.80 Subtotal for Dept. Water

\$54.80 Subtotal for Vendor

WEST PLAINS ENGINEERING, INC.

BC15031-1005 FY16 CEC CHILLER REPLACEMENT

\$7,087.50

\$7,087.50 Subtotal for Dept. Casper Events Center

\$7,087.50 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

130130034 MIDWEST AVE RECONSTRUCTION

\$9,061.58

15028017 15TH & ELM IMPROVEMENTS

\$930.50

160080002 15TH & ELM IMPROVEMENTS

\$2,779.50

\$12,771.58 Subtotal for Dept. Streets

\$12,771.58 Subtotal for Vendor

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

70008 LEGAL

\$100.00

\$100.00 Subtotal for Dept. Property & Liability Insurance

\$100.00 Subtotal for Vendor

WLC ENGINEERING - SURVEYING - PLANNING

2016-10309 PRAIRIE PRK/MCKINLEY HGHT

\$435.00

\$435.00 Subtotal for Dept. Engineering

\$435.00 Subtotal for Vendor

WY. LAW ENFORCEMENT ACADEMY

A-0183 ACADEMY AMMUNITION

\$991.80

Bills and Claims

City of Casper

16-Mar-16 to 05-Apr-16

WY. LAW ENFORCEMENT ACADEMY

\$991.80 Subtotal for Dept. Police
\$991.80 Subtotal for Vendor

WY. MACHINERY CO.

CP96262 REPAIR ENGINE LEAK

\$16,752.63
\$16,752.63 Subtotal for Dept. Fleet Maintenance
\$16,752.63 Subtotal for Vendor

WY. MEDICAL CENTER

1606300387 SEX ASSAULT

\$694.20
\$694.20 Subtotal for Dept. Police
\$694.20 Subtotal for Vendor

WY. RETIREMENT SYSTEM-CITY

RIN0026456 REIMBURSEMENT

\$610.83
\$610.83 Subtotal for Dept. Health Insurance
\$610.83 Subtotal for Vendor

WYO-NAHRO

RIN0026424 CONFERENCE REGISTRATION

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

YOUTH CRISIS CENTER CORP.

FEB2016 EXPENSES

\$4,990.80
\$4,990.80 Subtotal for Dept. Social Community Services
\$4,990.80 Subtotal for Vendor

ZULIMA LOPEZ

RIN0026457 TRAVEL REIMBURSEMENT

\$1,869.25
\$1,869.25 Subtotal for Dept. Human Resources
\$1,869.25 Subtotal for Vendor

Grand Total \$2,282,333.95

Approved By:

On:

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
04/05/16

Payroll Disbursements

3/24/15	CITY PAYROLL	\$	1,208,879.39
3/24/16	BENEFITS & DEDUCTIONS	\$	200,792.11
3/25/16	FIRE PAYROLL	\$	161,813.54
3/25/16	BENEFITS & DEDUCTIONS	\$	26,345.48

Total Payroll \$ 1,597,830.52

Additional Fees

Total Fees \$ -

Additional AP

Total Additional AP \$ -

ORDINANCE NO. 3-16

AN ORDINANCE APPROVING A FINAL PLAT AND A SUBDIVISION AGREEMENT FOR THE DEVELOPMENT OF THE HERITAGE HILLS ADDITION NO. 4 SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made for the approval of a final plat, and subdivision agreement for the development of the Heritage Hills Addition No. 4 in the City of Casper, Wyoming; 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, this platting requires approval by ordinance following a public hearing; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the plat following a public hearing; and,

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

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

SECTION 1:

The plat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 2:

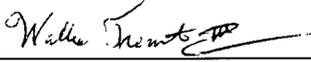
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

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

PASSED on 2nd reading the 15th day of March, 2016.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

(Final Plat & Subdivision Agreement – Heritage Hills Addition No. 4)

ORDINANCE NO. 5-16

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 15.12 OF THE CASPER MUNICIPAL CODE-BOARD OF EXAMINERS AND APPEALS, AND CONTRACTOR LICENSING.

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

Sections:

15.12.070 - License—Classifications- amended,

A. There shall be the following class of licenses, and the holder of each license shall be authorized to do the following:

2. Building Contractor, Class II. To contract for the construction, alteration or repair of ~~ALL RESIDENTIAL up to and including an eight unit residential building~~ and to **COMMERCIAL STRUCTURES UP TO TWELVE THOUSAND SQUARE FEET.** ~~make alterations to a commercial structure not to exceed twenty five percent of the assessed building value;~~

15.12.090 - License—Experience and examination criteria, amended,

A. The board will license without examination, an applicant for a category of license who holds a valid license issued by another Wyoming entity which has or had at the time the applicant was licensed, requirements for licensure substantially similar to those of this chapter. All tests given by the Wyoming Association of Municipalities for applicant's trade and proof of a passing score will be accepted by the board.

B. The following is the experience criteria and all examinations require seventy-five percent or more for a passing score. Affidavits as described in Section 15.12.020(2) are required if prior experience is claimed.

4. Building Contractor. Affidavits showing qualifications approved by the license board and minimum experience in the category of a general contractor's license being applied for. **CLASS I REQUIRES EIGHT YEARS, CLASS II REQUIRES SIX YEARS AND CLASS III REQUIRES FOUR YEARS.**

Section 2.

If any, section, subsection, sentence, clause, or phrase of this ordinance, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3:

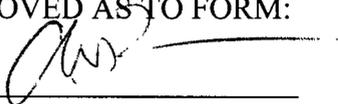
This ordinance shall be in full force and effect upon passage on three readings and publication.

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

PASSED on 2nd reading the 15th day of March, 2016

PASSED, APPROVED AND ADOPTED on 3rd and final reading the ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

(Amending Certain Sections of Chapter 15.12)

March 31, 2016

MEMO TO: V H McDonald, City Manager
FROM: Jim Wetzel, Chief of Police
SUBJECT: Acceptance of Grant Funds from the International Association of Chiefs of Police (IACP)

Recommendation:

That Council, by resolution, authorize acceptance of a grant award for One Hundred Thousand Dollars (\$100,000) each year for the next three (3) years administered by the International Association of Chiefs of Police (IACP), and originating from the Office for Victims of Crime (OVC), U.S. Department of Justice, to be used for personnel and other operational costs in accordance with the grant.

Summary:

The Casper Police Department has been selected as one of three agencies to receive grant monies and participate as a demonstration site in the *Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims (ELERV) Initiative* through the International Association of Chiefs of Police (IACP), and originating from the Office for Victims of Crime (OVC), U.S. Department of Justice.

The City of Casper desires to utilize these grant funds for the Casper Police Department's Victim Witness Program for participation in the *Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims (ELERV) Initiative*. Funds will be used to support a Grant Coordinator Position and cover administrative and training expenses related to the Grant. There is no match requirement of the City of Casper for acceptance of this Grant.

The Sub-Contract Agreement is provided.

A Resolution has been prepared for Council's consideration.



INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE

CONTRACTUAL AGREEMENT

**SUB-CONTRACT AGREEMENT
BETWEEN
CASPER, WYOMING POLICE DEPARTMENT
AND
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE**

This Agreement is entered into as of the 1st day of October 2015 between the International Association of Chiefs of Police ("IACP") and the Casper, Wyoming Police Department ("Sub-Contractor") for work to be performed under the U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime ("grantor") Grant Award Number 2014-VF-GX-K011, Catalog of Federal Domestic Assistance #16.582 (Crime Victim Assistance/Discretionary Grants) for the project entitled Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance.

I. RECITALS

A. WHEREAS, in 2003 the Office for Victims of Crime (OVC) provided funding to the IACP to develop a national strategy for creating comprehensive cultural transformation within the law enforcement community in the United States, helping to move toward a philosophy and practice of enhanced victim response.

B. WHEREAS, the IACP is the recipient of the U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime ("grantor") Grant Award Number 2014-VF-GX-K011 and desires to enter into an Agreement with the Sub- Contractor for professional services to the extent and upon the terms and conditions set forth below.

C. WHEREAS, the IACP serves to advance professional police services; promote enhanced administrative, technical, and operational police practices; foster cooperation and the exchange of information and experience among police leaders and police organizations, including enhancing law enforcement response to victims throughout the world and provides funding to improve law enforcement response to victims of crime, with a strong focus on reaching and serving underserved and unserved victims identified in the community;

D. WHEREAS, the IACP is the principal fiduciary resource for the Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance project;

E. WHEREAS, the Sub-Contractor is willing and able to enter into an Agreement governing the nature, extent, and obligations of such professional services to sub-contractor agency upon the terms and conditions contained in this document.

F. WHEREAS, the Sub-Contractor will apply for funding using DUNS# 152720140, the City of Casper.

G. WHEREAS, the Sub-Contractor has expressed an interest in providing direct victim services in Casper, Wyoming as defined by the Victims of Crime Act;

H. WHEREAS, the Sub-Contractor is willing to conduct a comprehensive needs assessment to identify needs, resources and gaps and develop a plan for implementation;

I. WHEREAS, the Sub-Contractor will identify and collaborate with a selected research partner to conduct a comprehensive evaluation of the Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance initiative;

J. WHEREAS, both parties agree that the primary program goal is to improve law enforcement response to victims of crime with a strong focus on reaching and serving underserved and unserved victims identified in the City of Casper, Wyoming;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the parties agree as follows:

II. PROJECT DESCRIPTION

In 2003, the Office of Victim of Crime (OVC) provided funding to the IACP to develop a national strategy for creating comprehensive cultural transformation within the law enforcement community in the United States, helping to move forward a philosophy and practice of enhanced victim response. IACP developed an Implementation Guide, a Resource Toolkit, and a Training Supplement, releasing the full set of resources in 2009. The final Enhancing Law Enforcement Response to Victims (ELERV) toolkit is a strong set of resources that has support of the agencies around the country that assisted in developing, pilot testing, and validating the strategy. While the Strategy was never evaluated, IACP and OVC are fairly confident it is effective. However, it cannot be marketed as an evidence-based approach because the only evidence of effectiveness is anecdotal information for the limited number of implementing sites. To remedy this, in FY 2014, OVC provided funding to IACP under OVC's FY 2014 Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Initiative to evaluate the ELERV Strategy previously funded by OVC. The initiative is comprised of three components: (1) a demonstration project involving three competitively selected medium-sized law enforcement agencies; (2) intensive technical assistance provided by IACP to the sites as they implement ELERV; and (3) a process evaluation to be conducted by local research partners selected by each demonstration site. With FY 2015 funding, OVC will continue to support IACP through a noncompetitive grant to continue the progress that has been made in year one of this multi-year initiative. IACP will continue its work from year one and provide intensive technical assistance to the three competitively selected



demonstration sites that will implement the ELERV Strategy. It is anticipated that in years three and four, IACP will work to revise the strategy and accompanying toolkit of resources, and develop a detailed strategy to provide technical assistance to law enforcement agencies around the country.

III. STATEMENT OF WORK

The services of the Sub-Contractor shall be in accordance with the proposal Enhance Law Enforcement Response to Victims #2014-VF-GX-K011 Catalog of Federal Domestic Assistance #16.582, awarded to the International Association of Chiefs of Police by the U.S. Department of Justice, Office of Justice Programs, and Office for Victims of Crime. The work shall be performed under the direction of Hassan Aden, Director of Research and Programs Division at the International Association of Chiefs of Police.

The Sub-Contractor hereby represents and warrants that it has received and reviewed the terms and conditions of the award, attached hereto as Appendix A. The Sub-Contractor agrees that all the Sub-Contractor's work or services provided under this Agreement shall be in full compliance with requirements for grantees under the terms of the award.

Duties of the Sub-Contractor under this Agreement are as follows:

- Conduct a comprehensive needs assessment process, including internal and external surveys, to identify needs, resources, and service gaps and develop a plan for Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance project implementation.

Along with technical assistance from the IACP, implement the Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance as outlined in the implementation plan designed specifically for each demonstration site.

- Willing to collaborate with other local partners including direct service agencies, law enforcement and prosecutorial agencies to implement this initiative.
- Identify and collaborate with a local research partner to conduct a comprehensive process evaluation of the Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance project implementation strategy.

IV. KEY PERSONNEL

Activities performed under this Agreement on behalf of the Sub-Contractor shall be under the direction of Hassan Aden, Director of Research and Programs Division. All work by Sub-Contractor under this Agreement shall be performed only by competent and qualified personnel under the supervision of and in the employ of the Sub-Contract Director. Sub-Contractor shall consult with Timothy Conroy, IACP ELERV Project Manager, before changing the Sub-Contract Director or



changing or adding key project staff. Sub-Contractor may choose to use funds under this Agreement to enter into second-tier sub-awards and/or contracts for services. Sub-Contractor hereby represents and warrants that it will ensure that all second-tier sub-awards shall be in full compliance with requirements for grantees under the terms of the award. Sub-Contractor further warrants that it will ensure this compliance by applying reasonable monitoring efforts.

The relationship created under this Agreement between the IACP and Sub- Contractor is that of grantor and grantee respectively, and in no way creates an employer/employee relationship between them, or between the IACP and any of Sub-Contractor's employees, agents, or project collaborators.

V. PERIOD OF PERFORMANCE

The term or period of this Agreement shall commence on October 1, 2015 and continue through September 30, 2016, at which time the IACP will apply for supplemental funding with the Office for Victims of Crime, unless sooner terminated according to the conditions set forth in this Agreement. In the event that the award from the U.S. Department of Justice, Office of Justice Programs, and Office for Victims of Crime ("grantor") Grant Award Number 2014-VF-GX-K01, Catalog of Federal Domestic Assistance # 16.582 for the project entitled Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance project is extended via a grant adjustment notice, a corresponding extension to this sub-contract may be issued.

VI. COMPENSATION AND METHOD OF PAYMENT

As full and complete compensation for services performed by the Sub-Contractor under this Agreement, IACP shall pay to Sub-Contractor an amount not to exceed \$100,000 for each year of the contact. This amount will be based upon a budget prepared by Sub-Contractor and approved by IACP.

The IACP shall reimburse Sub-Contractor for services performed under this Agreement upon receipt of Sub-Contractor's detailed invoice which will be submitted on a quarterly basis and shall specify the number of hours (or 8-hour days) worked, or staff percentage of effort during reporting period, and detail of services performed as related to Section II Statement of Work. Failure to submit invoices in a timely manner, and with all required information as-specified below, may result in forfeiture of payment due to grant closures or restrictions. Invoices shall contain all of the following information and meet the following criteria:

1. The grant award number (referenced on page one of this Agreement).
2. Unique invoice number assigned by the Sub-Contractor.
3. Dates on which services were provided.
- ✗ 4. Number of hours worked on each date, or staff percentage of effort during reporting period.
5. Specifics of work performed as related to Section II Statement of Work.



6. Detail of any allowable expenses incurred by Sub-Contractor by budget category.
7. Grand total due for invoice.
8. Invoice signed and dated by the authorized representative of the Sub-Contractor.

The IACP shall pay the amount of each invoice within 30 days after receipt and approval of the invoice. The IACP shall have no obligation to pay invoices received more than 30 days beyond the term or termination of this Agreement.

In addition to invoices, Sub-Contractor will submit to the IACP copies of the quarterly progress reports prepared for IACP audit and compliance purposes. The final invoice and progress report will be submitted no later than thirty (30) days after the end of each reporting quarter. Sub-Contractor's invoices and progress reports shall contain an original, dated approval signature by an authorized representative of the Sub-Contractor. This signature shall certify that the progress report is true and correct and that expenditure of funds has been made in accordance with all award guidelines, requirements and regulations. Progress reports and invoices shall be sent to (preferred) conroy@theiacp.org:

Timothy Conroy
IACP ELERV Project Manager
44 Canal Center Plaza, Suite 200
Alexandria, VA 22314
703.647.7314

Continuation funding beyond the project period is not guaranteed and is contingent upon supplemental funding awards.

VII. COPYRIGHT/OWNERSHIP

The parties acknowledge that all intellectual property rights, including copyright and moral rights, in all materials that are created within the scope of this project, shall be shared jointly between Sub-Contractor, IACP, and the Office of Justice Programs.

The Office of Justice Programs has the right to obtain, reproduce, publish, or otherwise use the data first produced under an award or sub-award and to authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data-General).

VIII. TERMINATION

A. Termination without Cause

The IACP or Sub-Contractor may terminate this Agreement without cause, but only with agreement from the grantor, the U.S. Department of Justice, at any time upon not less than thirty (30) days'



written notice of termination delivered or mailed to the other party's address on record. The notice shall state the effective date of termination, and the terminated party shall be compensated for all Services rendered through the effective date of termination.

B. Termination Upon Grantor's Reduction or Termination of Funding or Modification to Exclude Work.

In the event the project grantor, the U.S. Department of Justice, reduces or terminates funding for this Project, or modifies the award to exclude the work related to this Agreement, during the term of this Agreement, this Agreement shall be considered terminated upon the date that the IACP provides notice to Sub-Contractor of the reduction or termination of funding. The IACP shall compensate Sub-Contractor for all services rendered through the date of notice to Sub-Contractor that the Agreement is terminated because of the reduction or termination of funding.

IX. RECORDS AND AUDIT

Sub-Contractor shall retain all records relating to work performed under this Agreement for at least three (3) years after Sub-Contractor's receipt of the final payment under this Agreement or after the closure of all pending matters, whichever is later. If an audit, litigation, or other action involving the records is slatted before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later. All costs incurred in performance of work under this Agreement shall be subject to audit by the grantor or an authorized representative of the IACP, or both. The Sub-Contractor agrees to comply with the grantor's audit constraints and guidelines, shall allow auditors' access to records necessary to supplement expenditures, and shall supply the IACP with copies of all its audit repayments of work performed and compensation paid pursuant to this Agreement.

X. COMPLIANCE

A. Laws, Audit and Grant Requirements:

- 1) Sub-Contractor certifies it is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency; has not been convicted of, had a civil judgment for, or is not presently indicted for or otherwise criminally or civilly charged by a governmental entity for fraud or other prohibited activities. Sub-Contractor further certifies that should its status change in this regard during the term of this Agreement, Sub-Contractor shall notify IACP immediately.
- 2) The Sub-Contractor represents and warrants that the Sub-Contractor is currently in compliance, and shall remain in compliance during the term of the Agreement, with all applicable federal civil rights laws, as required in the terms and conditions of the grant.



- 3) The Sub-Contractor agrees to cooperate with all IACP review and audit procedures to ensure Sub-Contractor's compliance without limitation to all requirements and special conditions related to this grant.
- 4) The Sub-Contractor agrees that all the Sub-Contractor's work or services provided under this Agreement shall be in full compliance with the terms of the grant.

B. Insurance:

- 1) The Sub-Contractor shall secure and maintain during the term of this Agreement, at its sole cost and expense, Workers' Compensation and Employer's Liability Insurance for all of its employees engaged in work under this Agreement, as required by the applicable statutory requirements. The IACP shall not be responsible for any injuries or damages to the employees of the Sub-Contractor.
- 2) During the term of this Agreement, the Sub-Contractor shall maintain Comprehensive General Liability insurance including Personal Injury Coverage and Contractual Liability, with at least the minimum combined single limit for Bodily Injury and Property Damage, in accordance with the Sub-Contractor's regular requirements and practices. All insurance coverage required by this Agreement must be issued by an insurance company or companies licensed to do business in the United States.
- 3) Upon request, the Sub-Contractor shall provide Certificate of Insurance to the IACP.

C. Forms and Documents:

The Sub-Contractor shall sign as necessary and file with the IACP the following forms and documents:

- 1) 424B Assurance form and a Certificate Regarding Lobbying form giving assurances of compliance with applicable federal requirements as specified therein.
- 2) Form W-9 Request for Taxpayer Identification Number and Certification to file the IACP.
- 3) Most recent Independent Financial and A-133 Audit Report.
- 4) Most recently approved indirect rate cost agreement.
- 5) DUNS number.

XI. MUTUAL INDEMNITY

International Association of Chiefs of Police agrees to indemnify, defend and hold harmless the Sub-Contractor against any liability for loss, damage, or expenses (including, without limitation,



reasonable attorney's fees) suffered by or asserted against the Sub-Contractor because of the activities of the IACP under or related to this Agreement. Likewise, the Sub-Contractor agrees to indemnify, defend, and hold harmless the IACP against any liability for loss, damage or expenses (including, without limitation, reasonable attorney's fees) suffered by or asserted the IACP because of the activities of the Sub-Contractor under or related to this Agreement or arising from or related to the Sub-Contractor's failure to comply fully with the terms of the award.

XII. CONFLICT OF INTEREST

The Sub-Contractor knows of no agreements or transactions in which its rights, duties, obligations, or interests conflict with, or are inconsistent with, those of the IACP, the grantor, or this Agreement.

XIII. GOVERNING LAW AND DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without application of any principles of choice of laws. Disputes that cannot be resolved by the IACP and the Sub-Contractor must be first addressed through appropriate alternative dispute resolution procedures. Any agreements reached during alternative dispute resolution are binding. Should no agreement be reached, resolution shall be determined by a court of competent jurisdiction in the State of Wyoming.

Costs and Attorney Fees - The prevailing party in any action or suit to enforce the terms or conditions of this Agreement is entitled to recover its costs of court and reasonable attorneys' fees incurred in enforcing the terms or conditions of this Agreement.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any other written or oral understanding of the parties. This Agreement may not be modified except by written instrument executed by both parties.

XV. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.



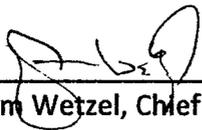
XVI. SURVIVAL OF INDEMNITIES

The indemnities given by the parties pursuant to this Agreement and the provisions of Section X shall survive the expiration or termination of this Agreement.

The parties indicate by the signatures below their intent to be bound by the terms of this Agreement:

Casper, Wyoming Police Department:

International Association of Chiefs of Police:



Jim Wetzel, Chief of Police



Vincent Talucci, Executive Director/ CEO

Date: 12/24/2015

Date:

ADDRESS:
201 N. David Street
Casper, WY 82601

ADDRESS:
44 Canal Center Plaza, Suite 200
Alexandria, VA 22314
P: 703-836-6767
E: executivedirector@theiacp.org

Sub-Contractor's Tax ID #: 530227813
Congressional District: VA08



ATTACHMENT A

Department of Justice
Office of Justice Programs
Office for Victims of Crime

Cooperative Agreement
And
Special Conditions





Department of Justice
Office of Justice Programs
Office for Victims of Crime

Cooperative Agreement

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) International Association of Chiefs of Police 44 Canal Center Plaza; Suite 200 Alexandria, VA 22314		4. AWARD NUMBER: 2014-VF-GX-K011	
		5. PROJECT PERIOD: FROM 10/01/2014 TO 12/31/2016 BUDGET PERIOD: FROM 10/01/2014 TO 12/31/2016	
2a. GRANTEE IRS/VENDOR NO. 530227813		6. AWARD DATE 09/23/2015	7. ACTION Supplemental
2b. GRANTEE DUNS NO. 072632482		8. SUPPLEMENT NUMBER 01	
3. PROJECT TITLE Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance Project		9. PREVIOUS AWARD AMOUNT \$ 1,299,585	
		10. AMOUNT OF THIS AWARD \$ 400,000	
		11. TOTAL AWARD \$ 1,699,585	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 10603 (c)(1)(A)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.582 - Crime Victim Assistance/Discretionary Grants			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Vincent Talucci Executive Director	
17. SIGNATURE OF APPROVING OFFICIAL <i>Karol V. Mason</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X G V3 40 00 00 400000		21. NV3PGT0152	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
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PROJECT NUMBER 2014-VF-GX-K011

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SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig



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PROJECT NUMBER 2014-VF-GX-K011

AWARD DATE 09/23/2015

SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



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10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.



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19. The recipient authorizes the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, papers, or documents related to this grant.
20. Any publication or deliverable intended for OVC production and release produced under this award must be submitted to OVC nine months prior to the award end date to provide adequate time for the OVC review process. The recipient may not obligate, expend, or drawdown more than 85 percent of award funds until OVC has assessed the draft final product; the recipient has incorporated all OVC edits; and OVC has issued a Grant Adjustment Notice (GAN) removing this condition and approving the production and release of the product.
21. Responsibility for the coordination of topics addressed or services rendered is shared jointly with the OVC and the recipient. Where appropriate, the recipient will act jointly with OVC in accomplishing the following tasks: 1) determination of modifications to the program plan or budget; and, 2) design of data collection instruments. In executing this responsibility, OVC requires that its program specialist meet periodically with recipient (as determined by OVC) throughout the life of the project to discuss project activities, plans, problems, and solutions.
22. Responsibility for the day-to-day conduct of the project rests with the recipient. This specifically includes operations, data collection, analysis and interpretation.
23. Responsibility for general oversight and redirection of the project, if necessary, rests with OVC. OVC will review and approve all activities in the requirements under the various stages, as enumerated in the solicitation. This includes review and approval in a timely manner of all key personnel selections, consultants, assessments, plans, instruments, manuals, and documents developed or identified for use during the project, with suggestions for modifications. The program solicitation is hereby incorporated by reference into the Cooperative Agreement making it part of the overall agreement, requiring adherence to its overall design.
24. The grantee agrees that it may not disseminate drafts of training curricula and other grant-supported materials beyond pilot testing of the material, unless otherwise specifically approved by OVC in writing in advance. Such materials must be clearly marked "DRAFT" and the OVC disclaimer must be included on all such documents. The OVC logo shall not be displayed until the document is final and has been approved by OVC for final publication or electronic dissemination. Grantees are advised not to assume that products submitted to OVC will be ready for immediate release. Contact your grant monitor for more information.
25. The grantee agrees to comply with the requirements set forth in the current edition of the OVC Publishing Guidelines Handbook at <http://www.ojp.usdoj.gov/ovc/publications/infos/pubguidelines/welcome.html>.
26. OVC reserves the right to take appropriate action in instances when the grantee fails to initiate activity on the grant or misses multiple time tasklines. OVC action may include, but is not limited to, termination or suspension of the grant.
27. The grantee agrees that OVC retains the right to make a final determination whether to publish or produce any grant-funded product as an OVC-sponsored product. Only after OVC decides against official publication, can the grantee independently release a publication or product for sale or dissemination, at its own expense. However, if the grantee releases this information, it may not include use of the OVC logo, or other indicia that it is an official OVC publication.



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28. The grantee agrees to submit the final draft of any publication, product, or electronic information at least 120 days before the end date of the grant for OVC review. The grantee agrees to use grant funds to make any substantive corrections, if appropriate, to a publication or product in response to comments generated through either the OVC peer review process or the internal Department of Justice review process. Any grant-funded products (written, Web-based, audio-visual, or any other media format), whether produced at the grantee's or government's expense, shall contain the following statement: This _____ was produced by _____ under [add contract or grant number, as appropriate], awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this _____ are those of the contributors and do not necessarily represent the official position or policies of the U.S. Department of Justice.
29. Grantees producing (1) all videos or (2) any products for grantee's independent release must follow the OVC Publishing Guidelines for placement of logos, inclusion of funding/disclaimer statement, and, if relevant, product barcodes. Check with your grant monitor for tip sheet, "The Essentials," for detailed instructions.
30. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.



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AWARD DATE 09/23/2015

SPECIAL CONDITIONS

31. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



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32. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.
33. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
34. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

35. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
36. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
37. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.



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AWARD DATE 09/23/2015

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38. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
39. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.



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**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Cooperative Agreement

PROJECT NUMBER

2014-VF-GX-K011

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This project is supported under 42 U.S.C. 10603 (c)(1)(A)

1. STAFF CONTACT (Name & telephone number)

Sharron Fletcher
(202) 305-2358

2. PROJECT DIRECTOR (Name, address & telephone number)

Hassan Aden
Director
44 Canal Center Plaza Suite 200
Alexandria, VA 22314-2357
(703) 836-6767 ext.367

3a. TITLE OF THE PROGRAM

OVC FY 15 Enhance Law Enforcement Response to Victims Invitational Letter

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance Project

5. NAME & ADDRESS OF GRANTEE

International Association of Chiefs of Police
44 Canal Center Plaza; Suite 200
Alexandria, VA 22314

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2014 TO: 12/31/2016

8. BUDGET PERIOD

FROM: 10/01/2014 TO: 12/31/2016

9. AMOUNT OF AWARD

\$ 400,000

10. DATE OF AWARD

09/23/2015

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

In 2003, OVC provided funding to the IACP to develop a national strategy for creating comprehensive cultural transformation within the law enforcement community in the United States, helping to move toward a philosophy and practice of enhanced victim response. IACP developed an Implementation Guide, a Resource Toolkit, and a Training Supplement, releasing the full set of resources in 2009. The final Enhancing Law Enforcement Response to Victims (ELERV) toolkit is a strong set of resources that has the support of the agencies around the country that assisted in developing, pilot testing, and validating the strategy. While the strategy was never evaluated, IACP and OVC are fairly confident it is effective. However, it cannot be marketed as an evidence-based approach because the only evidence of effectiveness is anecdotal information for the limited number of implementing sites. To remedy this, in FY 2014, OVC provided funding to IACP under OVC's FY 2014 Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Initiative to evaluate the ELERV Strategy previously funded by OVC. The initiative is comprised of three components: (1) a demonstration project involving three competitively selected medium-sized law enforcement agencies; (2) intensive technical assistance provided by IACP to the sites as the implement ELERV; and (3) a concurrent evaluation conducted through

the National Institute of Justice. With FY 2015 funding OVC will continue to support IACP through a noncompetitive grant to continue the progress that has been made in year one of this multi-year initiative. IACP will continue its work from year one and provide intensive technical assistance to the three competitively selected demonstration sites that will implement the ELERV Strategy. It is anticipated that in years three and four, IACP will work to revise the strategy and accompanying toolkit of resources, and develop a detailed strategy to provide technical assistance to law enforcement agencies around the country.

NCA/NCF

RESOLUTION NO. 16-77

A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP)

WHEREAS, the City of Casper has been approved for a grant for One Hundred Thousand Dollars (\$100,000) each year for the next three (3) years administered by the International Association of Chiefs of Police (IACP), and originating from the Office for Victims of Crime (OVC), U.S. Department of Justice; and,

WHEREAS, the City of Casper desires to accept the grant funds from the International Association of Chiefs of Police (IACP); and,

WHEREAS, the City of Casper desires to utilize these grant funds for the Casper Police Department's Victim Witness Program for participation in the *Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims (ELERV) Initiative*. Funds must be used specifically to offset personnel and other operational costs related to the initiative.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the funds from the International Association of Chiefs of Police (IACP) in the amount of One Hundred Thousand Dollars (\$100,000) each year for the next three years are hereby accepted.

BE IT FURTHER RESOLVED: That the City Manager and/or his/her designee is hereby authorized to execute all documents pertaining to said grant.

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

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

March 16, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Doug Follick, Leisure Services Director
Alan Kieper, Special Facilities Manager

SUBJECT: 19th Hole Restaurant Lease Agreement

Recommendation:

That Council, by resolution, authorize a lease agreement with Jere & Al, LLC for the operation of the 19th Hole Restaurant, at the Casper Municipal Golf Course.

Summary:

Since 2011 the 19th Hole Restaurant has been operated by a private vendor, Jere & Al, LLC (dba Caddie Shack). Over this five year period the Caddie Shack has provide good food and service for golfers, golf tournaments, parties, and the general public. Based on 5% of gross monthly sales, the average five year income provided to the golf budget, from this year-round enterprise, has been \$9,773 per year

Previous private vendor and in-house food service vendor operations have not been as successful as the Caddie Shack in terms of customer satisfaction, operation management, and monetary return to the City. The current agreement for the Caddie Shack will expire at the end of this month, and the vendor (Jeremiah and Summer Towers) would like to renew the lease. This is an agreement for professional services and does not have to go through the bid process, but the City periodically solicits private vendors. City staff has not heard from any other food service vendors who would be interested in the operation of the 19th Hole.

The golf club liquor license associated with the 19th Hole Restaurant is retained by the City, and Caddie Shack operates under that license. City staff recommends Council approve a new lease agreement with Jere & Al, LLC for a five year agreement renewed annually.

A Resolution and Lease Agreement are attached for Council's consideration.

LEASE AGREEMENT

THIS LEASE, entered into this ____ day of _____, 2016, between the City of Casper, Wyoming, a Municipal Corporation, referred to as "Lessor," and Jere & Al, a Limited Liability Corporation, DBA Caddie Shack Restaurant, referred to as "Lessee."

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

1. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any renewals thereafter, and upon the terms and conditions set forth in this Agreement, the following-described property (the "leased premises"), to wit:

The entire second floor of the City of Casper Municipal Golf Course (Casper Golf Club) Clubhouse located at 2120 Allendale Boulevard, Casper, Wyoming. Said second floor consists of entryways, dining room, veranda, staircase, closets, restrooms, bar, office, kitchen, upper rear deck, and storage rooms; together with equipment, fixtures, and furniture therein contained; expressly excluding the downstairs Pro Shop, office, locker rooms, restrooms, workshop, garage, and storage areas.

The City of Casper Municipal Golf Course (Golf Course), as described by the perimeter fence enclosing the course, for the limited purpose of selling food, alcoholic beverages, and soft drinks.

The Lessor specifically approves the sales of alcoholic liquor and malt beverages by the Lessee on the Golf Course subject to applicable law, and extends this lease to the entire Golf Course for that limited purpose. All golf activities will continue to be conducted by the Lessor which will be the primary activity at the Golf Course; and Lessee agrees not to interfere with same.

The parties understand that the Lessor, as a political subdivision holds a Golf Club Limited Liquor License for sale of alcohol on the Golf Course. Lessee, pursuant to the term of W.S. § 12-5-201(g) will be providing the food and beverage services, including the sale of alcohol under this lease under and pursuant to the Lessor's Golf Club Limited Liquor License.

THE "LEASED PREMISES" ARE LEASED TO LESSEE "AS IS", WITHOUT WARRANTY. SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION OR MERCHANTABILITY OF THE PROPERTY BEING LEASED TO LESSEE PURSUANT TO THIS AGREEMENT, OR ITS SUITABILITY FOR ITS USE FOR ANY PARTICULAR PURPOSE. BY SIGNING THE LEASE AGREEMENT,

LESSEE STATES AND AGREES IT HAS INSPECTED THE LEASED PREMISES AND ACCEPTS IT IN ITS PRESENT CONDITION.

2. LEASE TERM:

The term of this lease shall commence on April 1st, 2016, and unless sooner terminated as provided herein, shall terminate and be of no further force or effect between the parties at midnight on March 31st, 2017. PROVIDED HOWEVER, the Lessee may give written notice of its intent to extend this lease for four (4) additional terms from April 1st of each year to midnight on March 31st of the next following year by giving the Lessor written notice thereof on or before January 1st of each lease term. Upon receipt of said notice of intent to extend this lease from the Lessee, the Lessor shall have until February 1st of any such lease term to give Lessee written notice that the Lessor declines such lease extension, in which case this lease shall then terminate, and be of no further force or effect between the parties at midnight on March 1st of the then current lease term.

Assuming the extension of this lease for the full four (4) terms as provided above, this lease shall finally terminate, and be of no further force or effect between the parties at midnight on March 31st, 2021.

3. LEASE FEES:

Lessee shall pay the Lessor a fee of 5% of gross receipts from all sales of food, beverages, and other products which sum shall be due and payable to the Lessor on or before the 5th day of each month of this lease. A late fee of an additional 1.5% of the gross receipts (6.5% in total) shall be due the Lessor if the monthly fee payment is not paid to the Lessor by the 10th day of each month of this lease. Lessee's failure to pay Lessor the above described fee on or before the 10th day of any month of this lease shall be considered a default by the Lessee of the terms and conditions of this lease.

4. PURPOSE:

It is the intent of the parties that the leased premises are being leased to Lessee for the sole and only purpose of operating a Municipal Golf Course Restaurant/Bar facility. All right, title, and interest in and to the Golf Course Limited Liquor License shall remain the sole and separate property of the City of Casper as the Lessor during and upon the termination of this lease. Lessee shall keep the leased premises in good, clean, and sanitary conditions and shall ensure that all food served is of first quality, wholesome, and pure and merchandise on hand shall be stored, handled, and served with due regard for sanitation. Lessee shall employ and supervise a person, or persons, with appropriate experience and qualifications to provide all services appropriate for these facilities.

The Lessee's operations under this Lease and its related activities shall be conducted in a safe manner and shall conform to all federal, state, county, and municipal laws, and all regulations thereof.

5. OBSERVANCE OF LAWS, RULES, AND REGULATIONS:

Lessee shall be solely responsible for compliance with all applicable laws, rules, regulations, and orders of the Federal government, State of Wyoming, Natrona County, and the City of Casper. The Lessee shall also abide by all rules, regulations, and directives prescribed by the Casper Municipal Golf Course. The Lessee shall obtain all applicable licenses and permits for its operations, and for making repairs, alterations, or improvements.

6. PERMITS, LICENSES, AND TAXES:

Lessee shall comply with all requirements of federal, state, local laws and regulations pertinent to or affecting the handling, sale, and disposal of food, beverage (alcoholic and non-alcoholic), tobacco, and other goods or merchandise served or sold. The Lessee shall at his own expense and cost, procure and keep in force during the entire period of the lease all permits and licenses required by such laws and regulations (excluding the liquor license held by the Lessor).

7. INSURANCE AND HOLD HARMLESS AGREEMENT:

A. INSURANCE

The Lessee shall obtain and provide comprehensive general liability and automobile liability insurance policies (or policy) in the amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limit coverage, including coverage for bodily injury or death, property damage, products and completed operations, malt beverage and liquor liability, non-owned automobile liability, and employer liability against any and all claims arising out of the Lessee's use and occupancy of the leased premises.

The Lessee shall at its own expense secure Workers' Compensation coverage for the benefit of each of the persons employed by them in these operations and keep said insurance in force at all times during the term(s) of the agreement. Lessee shall show proof of such coverage to the Lessor prior to beginning any operations under this lease, and shall show proof of said coverage prior to any annual term of this lease, or upon request of the Lessor.

All insurance provided by the Lessee shall name the City of Casper, Wyoming, its elected officials, officers, employees and agents as additional insureds, and all such policies shall provide for THIRTY (30) days WRITTEN NOTICE to the Lessor prior to cancellation of, or material change in, the coverage of all such policies, all which shall be subject to the approval of the Lessor., Lessee shall furnish a certificate of insurance in a form acceptable to the Lessor of any and all

such policies of insurance to the Lessor prior to commencing any operations on the leased premises.

All such insurance shall be obtained from a company or companies authorized to do business in the State of Wyoming, and shall be kept in full force and effect during all terms of this lease.

B. HOLD HARMLESS AGREEMENT

The Lessee hereby agrees to indemnify and hold the Lessor, its elected officials, officers, employees, and agents harmless from and against any and all claims, liability, damages, losses, and expenses for bodily injury, death, sickness, disease, and property damage, including attorney's fees, arising out of, or resulting from, the Lessee's use and occupancy of the leased premises and the Lessee's performance of its services under this lease.

Lessee further agrees to be solely responsible for, for any fines or penalties assessed against the Lessee or its employees for violation of any liquor law of the State of Wyoming of the City of Casper, Wyoming free and clear of any claim against the Lessor.

8. ANNUAL OPERATIONS PLAN:

The Lessee, after execution of this lease shall submit an ANNUAL OPERATIONS PLAN to the Lessor initially within thirty (30) days after the execution of this lease by all parties, and thereafter on or before January 1st of each term of this lease. The plan shall specify the responsible individual organizational contact(s), individual contact number(s), and mailing address(es); along with proposed/known annual activities list of parties, receptions, etc..., and proposed bar and restaurant menu selections, prices, other offerings, and the hours of operation. In the event the Lessor does not disapprove of the plan within thirty (30) days from the date of submission, the plan shall be considered approved.

Lessee shall not permit its employees, organizational members, or participants to violate any of the terms and conditions of this lease, nor to violate any law, rule, or regulation of the Lessor with respect to the leased premises.

9. ADVERTISING:

Lessee shall have the right to procure and to install, affix, maintain and replace appropriate signs displaying advertising matter on the leased premises, subject to the Lessor's written approval.

The parties agree that all advertising placed on the leased premises is owned by the Lessee and shall remain the property of the Lessee, and shall be subject to

removal by the Lessee at the Lessor's request. Lessee agrees to indemnify and hold the Lessor harmless from any and all claims arising from such advertising.

10. SUBLEASE ASSIGNMENT:

Lessee may not assign, sell, or transfer this lease agreement in whole or part and may not sublet all or otherwise assign all or any part of the leased premises without the prior written consent of the Lessor.

11. NON-DISCRIMINATION:

The Lessee agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

There shall be no discrimination or preferential treatment against or toward any individual group by Lessee, and no membership in any organization is necessary to enable the general public to use the lease premises for their intended purpose.

Breach of this subparagraph regarding non-discrimination may be regarded as a material breach of this lease.

12. RIGHT TO ENTRY:

The Lessor reserves the right to enter the leased premises at all times for the purpose of maintenance, public safety, and other general inspections.

13. INVENTORY:

Within thirty (30) days of the execution of this lease by all parties hereto, and on or before January 1st of each term of this lease, the Lessor and the Lessee shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the Lessor and those belonging to the Lessee on the leased premises. Lessee shall not remove any City owned equipment from the facilities without express written permission from the Leisure Services Department Director or his designee.

14. BUSINESS RECORDS:

Lessee shall, with respect to all business done by it in the sales of food, beverages, catering, concessions, novelties, and related services; keep true and accurate accounts, records, and books; which among other things, show all sales made and services performed for cash, credit, or otherwise (without regard to whether paid

or not), and the gross receipts of said business and an aggregate amount of sales, services, orders, and all of Lessee's business expenses upon the leased premises.

Lessor and its agents shall have the right, at all reasonable times, to inspect and examine such records at the leased premises; including, but not limited to, cash receipts, books, and other data as to confirm gross receipts. Upon request, Lessee shall furnish the Lessor with financial statements showing all income and expenses incurred during the term(s) of the Lease Agreement.

15. MAINTENANCE:

Lessee shall, during the time of this lease, or any renewals thereof, keep the leased premises and facilities in good order and repair commensurate with the operation of the Lessee's intended use of those premises and facilities; and as necessary to adequately protect and serve spectators, guests, invitees, participants, and the general public; and shall at its sole cost and expense, make any repairs necessary to the leased premises and facilities for these purposes. Upon request of the Lessee, and at the sole discretion of the Lessor, the Lessor may provide reasonable maintenance of the lease premises and facilities; however, the cost of said maintenance shall be paid by the Lessee, as noted in the provisions below. Notice of required maintenance may be made by Lessor, and Lessee will abate the problem within seven (7) days, unless otherwise agreed by Lessor.

Lessor shall, during the term of this lease, or any renewals thereof, provide major premises and facilities repairs to electrical, mechanical, plumbing, heating, cooling, ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, fencing, general building, and general land area amenities and systems, in-which each single-incident of repair exceeds Two Hundred and Fifty Dollars (\$250.00) per occurrence. Lessee shall be responsible for providing all minor maintenance and repairs to the premises and facilities, in the previously noted systems and area amenity categories, in-which each single-incident of repair is less than Two Hundred and Fifty Dollars (\$250.00) per occurrence and be responsible for making and paying for such repairs in a timely manner so as not to adversely affect major repairs, or the safe and proper operation of the facilities, or site. Each party, except in the case of an emergency, shall inform the other, prior to the repairs required, of the location, time, nature, necessity, repair company, and quoted price of the repair(s) that are being made to the leased premises and facilities.

16. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

The Lessee, at its sole cost, risk, and expense may construct both temporary and permanent facilities and fixtures for its benefit, and the benefit of its customers. Such facilities and fixtures shall meet all applicable city, county, state, and federal regulations and such other requirements as may be prescribed by the Lessor.

The plans and specifications for any additional temporary and permanent facilities and fixtures shall first be submitted to the Lessor for approval in accordance with existing codes and or standards, prior to the purchase of materials or construction. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the later, for what period of time it will remain in use. The Leisure Services Department Director or his designee shall have the authority to approve or disapprove of such temporary or permanent facilities of fixtures placed upon the leased premises.

Lessee may, upon termination of the Lease Agreement, remove all facilities or fixtures it constructed and which are of a temporary nature, but shall restore premises conditions as they were prior to installation of the removed improvements. Any permanent facility or fixture shall be the property of the Lessor.

The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Leisure Services Department Director, or his designated representative.

17. UTILITIES:

Lessor shall provide adequate water, sewer, electrical and natural gas utilities, including connections thereof.

18. CAPITAL INVESTMENTS:

All capital improvements to the leased premises, and equipment and fixtures, other than those belonging to the Lessee shall be, and remain the sole and separate property of the Lessor.

19. LEASE TERMINATION:

A. Lessor's Right to Terminate this Lease During any Term of this Lease:

The Lessor may declare this lease terminated in its entirety, in the manner provided in Subsection C hereof, upon the happening of any one or more of the following events and may exercise all rights of entry and re-entry with or without process of law, upon the premises licensed hereunder.

1. If the rentals, fees, changes, or other money payments due the Lessor from the Lessee under this lease are unpaid after the date specified for such payments, the provisions of Subsection C below shall not apply, the Lessor shall have the right to terminate this lease upon written notice thereof to the Lessee.

2. If the Lessee has failed in the performance of any covenant or condition required to be performed by the Lessee.
3. Upon the happening of any act or omission which results in the suspension or revocation of any act, power, license, permit, or authority that terminates the conduct and operation of the concession in the above specified facilities by the Lessee, or suspends it for any time in excess of thirty (30) days.
4. If the interest or estate of the Lessee under the agreement is transferred to, passes to, or devolves upon, by operation of law or otherwise, any other person, firm, or corporation in a merger or a constituent corporation in a consolidation.
5. If the levy of any attachment or execution or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which does or, as a direct consequences of such process, will interfere with Lessee's occupancy of the above specified facilities and will interfere with its operations under the agreement, and which attachment, execution, receivership, or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of thirty (30) days.
6. If a petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute is filed against Lessee and Lessee's operations are interfered with or adversely affected thereby, or Lessee is adjudicated as bankrupt.
7. If the Lessee shall voluntarily abandon, desert, vacate, or discontinue all or part of its operation at the above specified facilities, or any other action that results in a failure by the Lessee to provide the public and others with the service contemplated.
8. In the event of an emergency situation or natural catastrophe beyond the control of the Lessor, the Lessor may terminate this lease upon five (5) days' written notice of such termination to the Lessee. The type of emergency situation or natural catastrophe contemplated shall include, but not be limited to, occurrences of the following:
 - a. Conditions which render the facilities unsafe or unavailable for their intended use whether such conditions result from fire, storm, explosion, flood, riot, civil commotion, or otherwise.

B. The Lessee's Right To Terminate During any Term of this Lease:

The Lessee, at its option, may declare the contract terminated in its entirety, in the manner provided in Subsection C hereof, if the Lessor shall have failed in the performance of any covenant or condition within the control of the City and herein required to be performed by the City, provided the Lessee gives City thirty (30) days written notice to cure and such failure is not cured in said thirty (30) day period.

C. Procedure For Termination Or Repossession:

Except as provided in Subsection A(8) above, **(AND EXCEPT FOR THE NON-PAYMENT OF THE FEES DUE THE LESSOR UNDER THIS LEASE AS PROVIDED IN SUBSECTION 19(A)(1) ABOVE)**, no termination declared by either party shall be effective, and the City of Casper shall not take possession of the leased premises from the Lessee unless and until not less than thirty (30) days have elapsed after notice by either party to the other specifying the date upon which such termination shall take effect and the cause for which the lease is being terminated or for the repossession of the leased premises to provide for the cure of any such default; and no such termination shall be effective nor shall the City retake possession of the facilities:

1. If in the sole discretion of the Lessor such default is cured within the thirty (30) day period; or,
2. In the event that such default by its nature cannot be cured within such thirty (30) day period, if the party in default promptly commences to correct such default within said thirty (30) days and corrects the same as promptly as is reasonably practicable.

Failure by the City to take any authorized action upon default by the Lessee of any of the terms, covenants, or conditions required to be performed, kept and observed by the Lessee shall not be construed to be or act as a waiver of default or of any subsequent default of any of the terms, covenants, and conditions to be performed, kept and observed by the Lessee. The acceptance of payments by the City of Casper from the Lessee for any period or periods, after a default by the Lessee of any of the terms, covenants, and conditions required to be performed, kept and observed by the Lessee shall not be deemed a waiver or stopping of any right on the part of the City to terminate the contract for failure by the Lessee to so perform, keep or observe any of said terms, covenants, or conditions. In the event that suit shall be instituted by the City upon the default of payment of rent, charge, or fees as provided in the agreement, Lessee agrees to pay City's reasonable attorney's fees.

20. REIMBURSEMENT OF DEFAULT AND EVICTION EXPENSES:

Lessee shall pay and indemnify the Lessor against all legal costs and charges, including attorney's fees in obtaining possession of the leased premises and facilities after a default of Lessee, or after Lessee's default in surrendering the possession, upon the expiration or early termination of the term of this lease, or enforcing any covenant of the Lessee herein contained. Lessee shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for Lessor to restore the property and premises to the original condition.

21. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Lessee shall at the expiration of the lease term or any extension thereof, or on termination thereof, surrender the leased premises free of subtenancies, liens, or other encumbrances, together with alterations or additions and improvements which may have been made thereon except for temporary facilities or fixtures put-in at the expense of the Lessee; subject however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by Lessee at the expiration of the lease term, or any renewals thereof, and all property not so removed shall be deemed abandoned by Lessee. Lessor has the option to purchase all of the removable property that the Lessee has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Lease Agreement. The purchase price shall be the depreciated value of the assets at the time of termination, or expiration of the Lease Agreement.

22. DESTRUCTION OF REAL PROPERTY AND FIXED ASSETS:

If the real property and fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated.

23. TAXES AND ASSESSMENTS:

Lessee agrees to pay to Natrona County Treasurer, on behalf of Lessor, any and all taxes and assessments which may be assigned against the Lessee's personal property. Lessor shall pay any taxes, levies, or assessments levied on the buildings, premises, properties, or improvements owned by the Lessor.

24. NOTICES:

All notices required to be given to the Lessor shall be in writing and address to the Leisure Services Director, 200 North David Street, Casper, Wyoming 82601. All notices to be given to Lessee shall be in writing addressed to Jere & Al, LLC, P.O. Box 333, Mills, Wyoming 82644-0333.

25. WAIVER:

No failure by Lessor to insist upon strict performance of any terms or conditions of this lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach, or for any term or condition of this lease. No term or condition of this lease, required to be performed by Lessee, and no breach thereof, shall be waived, altered, or modified; except by written instrument executed by Lessor. No waiver or any breach shall affect or alter any term or condition of this lease, and such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

26. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, county, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the properties, and its uses, and furnish the Lessor copies of permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001. *et seq.* (Emergency Planning and Community Right to Know Act). Lessee shall not handle, store, or dispose of any hazardous wastes as defined in 42 U.S.C. 6093 (5), or hazardous substances as defined in 42 U.S.C. 9601 (14), on the properties, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject properties in accordance with all-applicable laws and regulations. Lessee shall not bring onto the properties any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the properties. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor in writing of: 1) any and all governmental agencies, regulatory proceedings, or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the properties, (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the properties which might subject Lessor, or the properties, to any restrictions on ownership, occupancy, transferability, or use of the properties under local, county, state, or federal environmental law.

Lessee shall make and conduct regular investigations of the properties to determine the presence thereon of any hazardous substance which may have been

deposited on the properties by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the properties by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

27. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

28. BINDING EFFECT:

This agreement shall insure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

29. ENTIRE AGREEMENT:

Except as otherwise provided herein, this Lease Agreement contains the entire agreement between the parties, and no amendment of this lease shall be effective unless reduced to writing, and executed by all parties hereto.

30. WYOMING GOVERNMENTAL CLAIMS ACT:

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

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first written.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

JERE & AL, LLC:



Jeremiah Towers, Owner

RESOLUTION NO. 16-78

A RESOLUTION AUTHORIZING A LEASE AGREEMENT
WITH JERE & AL, LLC FOR OPERATION OF THE 19TH
HOLE RESTAURANT AT THE MUNICIPAL GOLF COURSE.

WHEREAS, the City of Casper desires to enter into a lease agreement for the services of a restaurant operation, in the 19th Hole Restaurant facility, at the Municipal Golf Course; and,

WHEREAS, Jere & Al, LLC is able, qualified, and willing to provide restaurant services, in the 19th Hole Restaurant facility, at the Municipal Golf Course.

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 lease agreement with Jere & Al, LLC, for restaurant service operations in the 19th Hole Restaurant facility, at the Municipal Golf Course.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

March 17, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Support Services Director 
Zulima Lopez, Human Resources/Risk Manager 

SUBJECT: Revised WARM Joint Powers Agreement

Recommendation:

That Council, by resolution, authorize the approval of the Wyoming Association of Risk Management (WARM) revised Joint Powers Agreement.

Summary:

The City of Casper is insured for property by the Wyoming Association of Risk Management (WARM) Property Insurance Pool. The Joint Powers Agreement (JPA) for the WARM Property Insurance Pool was recently revised. The three main reasons for the revisions are:

1. To clarify the required composition of the Board of Directors to six (6) duly selected representatives of member entities of the WARM Liability Pool and an additional three (3) Directors from remaining member entities of the Property Pool. This revision was to clarify the text and did not result in a change in practice.
2. To allow flexibility in the issuance of policy documents as soon as they are made available to the Property Insurance Joint Powers Board. Exact dates of when policy documents will be provided by carriers vary due to application and underwriting requirements. This agreement change allows for documents to be disseminated to pool members based on a timeframe after receipt from carriers rather than specific dates that have been difficult to meet in the past.
3. To change the notice requirement for the intent to withdraw from the pool from three (3) months to twelve (12) months to improve pool stability.

Each member entity with WARM must have the revised JPA approved by its governing body. The JPA has been reviewed by the State Attorney General's Office and preliminary approval was given.

There are no additional funding requirements with this recommendation.

A resolution is prepared for Council's consideration.

**SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT
OF
WYOMING ASSOCIATION OF RISK
MANAGEMENT PROPERTY INSURANCE**

THIS SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT (the “Agreement”) is made and entered as of the 15th day of July, 2015, by and among the participating entities set forth on Exhibit A attached hereto and incorporated herein by reference, as may be amended from time to time in accordance with the Wyoming Joint Powers Act , W.S. §§ 16-1-101 et. seq.

**RECITALS
WITNESSETH**

WHEREAS, W. S. § 16-1-101 and 16-1-104(a), as amended, provide:

Any power, privilege or authority exercised or capable of being exercised by an agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority. No cost shall be incurred, debt accrued, nor money expended by any contracting party which will be in excess of limits prescribed by law.

Under W.S. § 16-1-101 et. seq. "agency" is defined as "Wyoming counties, municipal corporations, school districts, community college districts or special districts".

WHEREAS, pursuant to the laws of the State of Wyoming, the Member Entities (as defined herein) are each granted certain powers, privileges and authorities which are similar to the powers, privileges and authorities granted to other similar agencies; and

WHEREAS, the Member Entities desire to protect themselves from risk of property, casualty, or other loss by jointly purchasing property, casualty, boiler, inland marine and excess insurance or by participating in other risk financing mechanisms for the financial benefit and protection of the Member Entities; and

WHEREAS, the Member Entities desire to make the program available to other interested local governments; and

WHEREAS, certain local governments entered into a Joint Powers Agreement on the 1st day of July, 1995 (the “Original Joint Powers Agreement”) forming the Wyoming Association of Risk Management Property Insurance Joint Powers Board (hereinafter sometimes referred to as the “Property Insurance Joint Powers Board”); and

WHEREAS, an Amended Joint Powers Agreement was entered into by the Property Insurance Joint Powers Board on December 12, 2002, which was approved by the Wyoming Attorney General on March 17, 2005 and filed with the Wyoming Secretary of State on March 18, 2005, (the “First Amended Joint Powers Agreement”) which replaced the Original Joint Powers Agreement; and

WHEREAS, an Amended and Restated Joint Powers Agreement was entered into by the Property Insurance Joint Powers Board on June 24, 2008, which was approved by the Wyoming Attorney General on December 16th 2008 and filed with the Wyoming Secretary of State on December 30th 2008, (the “First Amended and Restated Joint Powers Agreement”) which replaced the First Amended Joint Powers Agreement, and all other prior joint powers agreements entered into by the Property Insurance Joint Powers Board; and

WHEREAS, this Second Amended and Restated Joint Powers Agreement replaces and supercedes the First Amended and Restated Joint Powers Agreement, and all other prior joint powers agreements entered into by the Property Insurance Joint Powers Board; and

WHEREAS, the Member Entities desire to continue to cooperate in the operation of a Property Insurance Joint Powers Board under the Wyoming Joint Powers Act W. S. § 16-1-101 et. seq. for the purposes stated herein; and

WHEREAS, each Member Entity finds and declares that it is in its own interest and in the public interest of its citizens that it enter into this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained herein, it is understood and agreed by and among the parties as follows:

SECTION ONE

PURPOSE

The purpose of this Agreement is to provide an efficient, orderly, economical and feasible method of jointly (a) pooling on a self-insurance basis various risks up to a jointly selected maximum; (b) financing the risk by purchasing insurance coverage or by participating in other risk financing mechanisms to protect itself against the risk of property loss or other loss; (c) creating and maintaining a central loss fund to pay the cost of the self insured portion of losses covered by the program; (d) implementing a risk management incentive program; (e) administering these programs; and (f) any other element deemed necessary for the furtherance of these purposes.

SECTION TWO

DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

“Annual Meeting” means the first meeting of the fiscal year of the Property Insurance Joint Powers Board for the appointed representative of all Member Entities.

“By-Laws” means the By-Laws of the Property Insurance Joint Powers Board as may be amended from time to time.

“Director” means a member of the Board of Directors of the Property Insurance Joint Powers Board.

“Member Entity” or “Member Entities” means any public entity of the State of Wyoming which initially or later enters into this Joint Powers Agreement by meeting the requirements of this Agreement and the By-Laws and has signed this Agreement or an amendment to this Agreement.

“Pool” means the property insurance purchasing pool of Member Entities under this Agreement, as may be amended from time to time.

“Property Insurance Joint Powers Board” means the Wyoming Association of Risk Management Property Insurance Joint Powers Board established pursuant to Wyoming statutes and this Agreement.

SECTION THREE

CREATION, ORGANIZATION, AND COMPOSITION

- 3.1 There is hereby created, pursuant to W. S. § 16-1-106, the Wyoming Association of Risk Management Property Insurance Joint Powers Board, (hereinafter sometimes referred to as the “Property Insurance Joint Powers Board” or the “Pool”). The Property Insurance Joint Powers Board shall constitute a separate body corporate and politic and legal agency separate and distinct from its political Member Entities. There is established a Board of Directors which shall be the governing body of the Pool and shall serve as trustees and decision makers of the Pool. The Board shall consist of not less than five (5) Directors as required by statute, nor more than nine (9) persons. Initially, there shall be nine (9) Directors. Each Director is entitled to one (1) vote on any item brought before the Board of Directors. The Board of Directors shall be comprised of a duly selected representative from the six (6) member entities of the WARM Liability Pool. The additional three (3) Directors shall be comprised of

the membership at large remaining Member Entities of the Property Pool.

Each Director shall be either a current employee or elected official of a Member Entity and a qualified elector of a county in which the Property Insurance Joint Powers Board operates. There shall not be more than one (1) Director who is an employee, official or agent of a Member Entity represented on the Board.

3.2 The initial appointment of Directors shall be made by mutual agreement of the representatives of the Member Entities who were serving on the Executive Committee of the Property Insurance Joint Powers Board immediately prior to the adoption of this Agreement. The initial Board of Directors shall have staggered terms of one (1), two (2), and three (3) years. Thereafter, members of the Board of Directors shall be elected for three (3) year terms. Directors shall be elected at each Annual Meeting of the Member Entities of the Property Insurance Joint Powers Board in accordance with the By-Laws, as may be amended from time to time. A Director may serve an unlimited number of terms.

3.3 Directors may be removed during the period of his or her term by the following means:

- a. The governing body of a Member Entity may remove its appointed or elected Director;
- b. The Director may voluntarily resign;
- c. The Board of Directors may remove a Director if he or she fails to have the qualifications required to be a Director;
- d. A Director may be removed for any reason, with or without cause, by a vote of two-thirds of the remaining Directors at a regular or special meeting of the Board of Directors called for that purpose.

3.4 Any vacancy occurring on the Board of Directors for any reason, may be filled by the affirmative vote of a majority of the remaining Directors. If the Directors in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all Directors in office. A Director appointed to fill a vacancy shall be appointed for the unexpired term of the Director's predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of Directors by the members.

3.5 The term of office for newly appointed or elected Directors shall commence

immediately following the meeting of the Member Entities or the Board of Directors' meeting at which the new Director was appointed or elected. Each Director shall hold office until (i) that Director's successor is appointed or elected and qualified, or (ii) the earlier death, resignation, removal or disqualification of the Director.

- 3.6 The Board of Directors shall elect as its officers a Chairman, Vice-Chairman, Secretary and Treasurer. The offices of Secretary and Treasurer may be combined into the office of Secretary/Treasurer.
- 3.7 The Property Insurance Joint Powers Board shall hold the Annual Meeting of its Member Entities during the first quarter of each fiscal year in accordance with the By-Laws, for the purpose of electing Directors and for the purpose of transacting such other business as may properly come before the meeting.
- 3.8 The Property Insurance Joint Powers Board, through its Board of Directors, shall hold regular meetings at least once every three (3) months at the call of the Chairman. The Board of Directors shall meet following the Annual Meeting of the Member Entities. Meetings of the Board of Directors, the officers of the board or any committees of the board may be held by telephone or by video conference.
- 3.9 Special meetings of the Board of Directors may be held at the call of the Chairman, Executive Director or upon oral or written request of a majority of the Board of Directors. Special meetings must be held within five (5) days after an oral or written request of a majority of the Board of Directors.
- 3.10 Written notice of the date, time, and place of meetings of the Board of Directors shall be given at least ten (10) days prior to a date set for a regular meeting, and at least two (2) days prior to a date set for a special meeting. Such notice shall be given in one of the following manners: personally, e-mail, or telephone facsimile. Such notice shall be given by one of the Officers of the Board of Directors or one of the persons authorized to call Director's meetings. Notice of any Directors' meeting may be waived by any Director before or after the date and time of the meeting. Such waiver must be in writing, must be signed by the Director, and must be delivered to the Property Insurance Joint Powers Board for inclusion in the minutes or filing with the Board's records. The attendance of a Director at a meeting of the Board of Directors shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

- 3.11 A quorum of the Board of Directors consists of a majority of the total number of Directors specified in, or fixed in accordance with this Agreement. Except as otherwise required by law or this Agreement, a quorum must be present when a vote is taken. The affirmative vote of a majority of Directors present at the meeting is the act of the Board of Directors.

SECTION FOUR

EXPULSION AND ADDITION OF MEMBERS

- 4.1 Any Member Entity may be expelled from participation in the Pool by a decision of the Board of Directors for the following reasons:
- a. Failure to timely pay assessments or contributions to the Pool required hereunder or under the By-Laws;
 - b. noncompliance with the By-Laws;
 - c. noncompliance with the Pool's policies and procedures;
 - d. a determination by the Board of Directors in its sole discretion, or by the insurance company issuing the insurance policy or a determination by any other risk financier that a member entity is a detriment to the Pool and that keeping such Member Entity will raise premiums or contributions for the remaining Member Entities.
 - e. any other reason for expulsion provided in this Agreement or in the By-Laws.
- 4.2 Any Member Entity being considered for expulsion shall be given notice and shall be entitled to a hearing before the Board of Directors. Notice shall be given at least thirty (30) days before the hearing date. A hearing for the expulsion shall be conducted by the Chairman of the Board unless the Chairman is from the Member Entity being considered for expulsion, in which case the Vice-Chairman shall conduct the hearing. A Director from the Member Entity being considered for expulsion shall not participate in the hearing or the decision of the Board of Directors on that issue.
- 4.3 Governmental entities may apply for membership in the Pool at any time throughout the fiscal year pursuant to the application process outlined in the By-Laws. Upon approval of the Board of Directors, the Wyoming governmental entity may be given provisional, temporary membership in the Pool to be effective until such time as an amendment to this Agreement has been signed by each of the Member Entities.

SECTION FIVE

DURATION OF THE AGREEMENT

- 5.1 This Agreement and the Property Insurance Joint Powers Board shall be of perpetual duration. Notwithstanding the foregoing, this Agreement and the Property Insurance Joint Powers Board may be dissolved and terminated by agreement of two-thirds of all of the Member Entities; provided, that this Agreement and the Property Insurance Joint Powers Board created hereunder shall not be dissolved or terminated so long as any outstanding financial obligations of the Pool remain unpaid or adequate provision for the payment thereof has not been made.

SECTION SIX

POWERS AND DUTIES OF THE JOINT POWERS BOARD

- 6.1 The Property Insurance Joint Powers Board may, at its option, hire or contract for the services of an Executive Director, employees and such other technical, legal and clerical assistance as necessary, and engage the services of research and consulting agencies within the limits of its authorized and available funds as may be agreed upon from time to time.
- 6.2 The Property Insurance Joint Powers Board shall adopt such policies, By-Laws and regulations, not inconsistent with this Agreement, the Uniform Municipal Fiscal Procedures Act (W. S. § 16-4-101) and the Wyoming Joint Powers Act (W. S. § 16-1-101 et. seq) as it deems necessary to carry out the business of the Pool.
- 6.3 The Property Insurance Joint Powers Board, through either the Board of Directors or through the Executive Director, shall:
- a. Keep minutes of all meetings at which a quorum is present and where official action is taken as well as maintaining all financial records of the board. Such minutes and records shall be public records, except when otherwise provided by law;
 - b. Fix the time and place of regular meetings as required by statute.
 - c. Cooperate with and solicit the advice, counsel and recommendations of the governing bodies of the Member Entities.
 - d. Keep the governing bodies of the Member Entities advised as to its progress and periodically make such written or formal reports concerning its activities

and finances as may be required by said parties.

- 6.4 The Property Insurance Joint Powers Board, either as a board or through the Board of Directors or the Executive Director, may:
- a. Sue or be sued in the name of the Property Insurance Joint Powers Board.
 - b. Acquire, hold, convey, lease, rent and manage property, real and personal, for the benefit of the Member Entities, either alone or jointly with public or private agencies, institutions, persons or corporations. The individual Member Entities shall own any property so obtained based upon a proportional share of current property values.
 - c. Enter into agreements with any public or private agency, institution, person or corporation for the performance of acts or furnishing of services or facilities by or for the Property Insurance Joint Powers Board or the Member Entities as are authorized by law.
 - d. Employ legal counsel and bear the costs of litigation.
 - e. Accept or reject any gift, grant, bequest or devise of money, property or services.
 - f. Utilize the services of any officer or employee of the Member Entities, with the approval of the governing bodies of said agencies.
 - g. Protect, through the Pool, its own personal and real property against loss.
 - h. Employ such other persons as may be deemed by the Property Insurance Joint Powers Board necessary or convenient in carrying out the purposes of this Agreement.
- 6.5 Additionally, the Property Insurance Joint Powers Board shall have all other powers and duties enumerated in or reasonably implied from the Wyoming Joint Powers Act and the statutes of the State of Wyoming.

SECTION SEVEN

FISCAL MATTERS

- 7.1 The "fiscal year" of the Property Insurance Joint Powers Board is the period from the first day of July of each year to and including the 30th day of June of the following year.
- 7.2 The Property Insurance Joint Powers Board shall approve a proposed annual budget not later than the last day of June proceeding the next fiscal year. The final budget

shall be adopted at a public hearing as required by statute.

- 7.3 The Property Insurance Joint Powers Board shall establish such funds and accounts as it considers necessary. The funds and accounts shall be maintained in accordance with Generally Accepted Accounting Principles, the Wyoming Fiscal Procedures Act and other applicable accounting standards or statements. The Property Insurance Joint Powers Board shall maintain such records as it determines necessary to administer its funds. Books and records of the Property Insurance Joint Powers Board shall be open to inspection at all reasonable times by representatives of the Member Entities.
- 7.4 All Property Insurance Joint Powers Board cash monies shall be deposited in a bank or banks selected by the Board of Directors, or the Executive Director with approval of the Board of Directors. Preference shall be given to a federally insured Wyoming bank as the depository but it is not mandatory. All cash, monies and/or investments held by the board shall be deposited or invested in compliance with state laws for investment of public funds as prescribed in the Wyoming Statutes.
- 7.5 A certified public accountant shall be engaged to prepare a financial audit of the accounts and records of the Property Insurance Joint Powers Board. The minimum requirements of the audit shall be those prescribed under W. S. § 16-4-121 and shall conform to all applicable accounting standards and statements and the audit report shall be filed as a public record with each Member Entity.
- 7.6 The Property Insurance Joint Powers Board shall maintain or cause to be maintained accurate loss records for all risks covered and all claims incurred, paid, and resolved and for such other matters as required or directed to be maintained.

SECTION EIGHT

POLICY, BINDER, OR OTHER COVERAGE DOCUMENT ISSUED

As soon as documents are available, the Property Insurance Joint Powers Board shall issue to each Member Entity a policy, binder, or other coverage document detailing the risk and property coverage provided to the Member Entities through the Pool and its selected insurance company or other risk financier. Coverage begins for each member entity on the date indicated on the binder, policy or other coverage document and expires at the end of the coverage term.

SECTION NINE

COVERAGE OR OTHER PROTECTION PROVIDED AND COST

ASSESSMENT

- 9.1 The Pool shall purchase property insurance or otherwise finance the risk for casualty, boiler, electronic data processing (EDP) and inland marine exposures and any other insurance or other risk exposures as the Board of Directors deems appropriate.
- 9.2 Assessments or contributions, by whatever name called, shall be paid by each Member Entity to the Pool within 45 days of receiving an invoice for the same.
- 9.3 Only coverage agreed on by the Property Insurance Joint Powers Board will be financed jointly; all other desired coverage is the responsibility of the Member Entity.
- 9.4 If payment for an assessment or contribution, by whatever name called, is not paid by a Member Entity within the time set forth in Section 9.2 hereof, the Member Entity may be excluded from participation in the Pool as provided in Section Four hereof.

SECTION TEN

COVENANT OF PARTICIPATION AND WITHDRAWAL

- 10.1 Any new Member Entity becoming a member of the Pool shall commit to remain a member of the Pool for at least one (1) year and is required to give twelve (12) months notice of intent to withdraw.
- 10.2 All Member Entities covenant with each other and with the Property Insurance Joint Powers Board to remain a member of the Pool and to pay premiums for all coverage offered by the Property Insurance Joint Powers Board. A Member Entity may withdraw as a party to this Agreement at the end of any fiscal year following the initial one year (1) year commitment upon giving to the Property Insurance Joint Powers Board and the insurance company or other risk financier twelve (12) months prior written notice of its intent to withdraw.
- 10.3 The Property Insurance Joint Powers Board has the option to build equity for the Member Entities by increasing deductibles and self-insured retentions "SIR'S" and investing the savings so that the Pool may eventually self insure any or all of a risk or may provide other services as may be decided by the board. Should any Member Entity leave the Pool, any equity it has in the Pool shall remain in the Pool. Equity in the Pool shall be based on Member Entity's percentage of property value in the overall Pool.
- 10.4 Upon withdrawal with twelve (12) months prior written notice of intent to withdraw, or in the event of exclusion from participation in the Pool that Member Entity is

prohibited from applying for membership in the Pool for two (2) consecutive years after withdrawal.

SECTION ELEVEN

TERMINATION, DISSOLUTION AND DISTRIBUTION

- 11.1 The Property Insurance Joint Powers Board shall continue in existence until terminated by mutual agreement; however, the Property Insurance Joint Powers Board and this Agreement shall not be terminated, and shall continue in existence until all requirements of all outstanding obligations of the Property Insurance Joint Powers Board or its Member Entities shall have been fully paid and satisfied or provision for such payment shall have been made.
- 11.2 After dissolution of the Pool and satisfaction of all debts and obligations and before termination and dissolution, the Property Insurance Joint Powers Board shall convey all rights, title and interest of owned property to the Member Entities that are members of the Pool at that time. The property of the Property Insurance Joint Powers Board shall be divided among the then Member Entities based on their percentage of property value in the Pool's total property owned.

SECTION TWELVE

COVERAGE DISPUTES AND NEGOTIATION

- 12.1 Decisions on coverage provided to the Member Entities shall be made by the Board of Directors. On behalf of the Pool, the Board of Directors may, from time to time, negotiate with the selected insurance company or risk financier to change coverages. Decisions may be affected by the insurance company or other risk financier.
- 12.2 Coverage issues or disputes are subject to negotiation with the insurance company or risk financier and such negotiations should be conducted through the Executive Director or the authorized agent or representative, if any. Member Entities shall file complaints regarding coverage, service or loss control through the Executive Director and such referrals shall be handled by Executive Director. Any action such as bad faith litigation and coverage disputes which require legal action will be initiated and handled by the Member Entity through the Board of Directors.

SECTION THIRTEEN

CONTRACTUAL OBLIGATION

- 13.1 This Agreement shall constitute a contract among those Member Entities which become members of the Property Insurance Joint Powers Board. This document shall be submitted to the Wyoming Attorney General's office for approval.
- 13.2 The obligations and responsibilities of the Member Entities set forth herein, including the obligation to take no action inconsistent with the Agreement and By-Laws as written or amended, shall remain a continuing obligation and responsibility of the Member Entity. The terms of this Agreement may be enforced in a court of law by either the Property Insurance Joint Powers Board, its Board of Directors, or by any Member Entity. The consideration for the duties herewith imposed upon the Member Entity to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreement of the Member Entities set forth herein.
- 13.3 The contracting parties intend in the creation of the Property Insurance Joint Powers Board to establish an organization for joint risk management with the scope set out herein and have not created between Member Entities any relationship of surety, indemnification, or responsibility for the debts of or claims against any other Member Entity. The parties do not intend by this Agreement to waive any defenses available under the law, including sovereign immunity; nor do any of the parties intend to waive any provision of the Wyoming Governmental Claims Act except to the extent that insurance coverage is provided.

SECTION FOURTEEN AMENDMENTS

This Agreement may be amended at any time and shall become effective upon: (i) the approval of the amendment by the governing body of each Member Entity; (ii) the submission to and approval by the Wyoming Attorney General; and (iii) the filing of the amendment with the keeper of records of each participating agency, as required by Wyoming Statute § 16-1-105.

SECTION FIFTEEN SEVERABILITY

The terms, provisions and conditions of this Agreement are severable. If any term or provision of this Agreement or its application to any person or circumstance is determined by a Court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance,

term or provision and shall not affect any other person, circumstance, term or provision which can be given effect without the invalid provision or application.

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT is made and duly executed as of the date set forth herein in accordance with the authorization for its execution by the governing bodies of the Member Entities and this amended and restated Joint Powers Agreement replaces all prior Joint Powers Agreements of the Pool.

ATTORNEY GENERAL'S APPROVAL

In accordance with Wyo. Stat. §16-1-105(a)(ii), the Wyoming Attorney General has reviewed this Wyoming Association of Risk Management Property Insurance Amended and Restated Joint Powers Agreement and determined that the Agreement is compatible with the laws and constitution of the State of Wyoming. The approval of this Agreement by the Attorney General is limited to the terms and conditions of the Agreement itself, and the approval does not extend to any activities or services contemplated under the Agreement.

APPROVED this ____ day of _____, 2016.

Attorney General
State of Wyoming

Exhibit A
to
Amended And Restated Joint Powers Agreement
of
Wyoming Association of Risk Management Property Insurance
As of November 1, 2015.

1	Albany County Fire District #1
2	Cheyenne Regional Airport Board
3	Cheyenne Board of Public Utilities
4	City of Casper
5	City of Cheyenne
6	City of Gillette
7	City of Laramie
8	City of Newcastle
9	City of Riverton
10	City of Sheridan
11	County of Albany
12	County of Carbon
13	County of Fremont
14	County of Hot Springs
15	County of Johnson
16	County of Laramie
17	County of Lincoln
18	County of Natrona
19	County of Niobrara
20	County of Park
21	County of Sheridan
22	County of Sweetwater
23	County of Teton
24	County of Uinta
25	County of Washakie

26	Fremont County Library
27	Glenrock Community Recreation Center
28	Glenrock Area Solid Waste District
29	Laramie County Weed & Pest District
30	Laramie Regional Airport
31	Sweetwater County Solid Waste District #1
32	Town of Alpine
33	Town of Evansville
34	Town of Glenrock
35	Town of Jackson
36	Town of Lovell
37	Town of Lusk
38	Town of Midwest
39	Town of Moorcroft
40	Town of Riverside
41	Town of Rolling Hills
42	Town of Saratoga
43	Town of Star Valley Ranch
44	Town of Ten Sleep
45	Wyoming Association of Risk Management

APPROVAL AS TO FORM

I have reviewed the attached *Second Amended and Restated Joint Powers Agreement of Wyoming Association of Risk Management Property Insurance*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated:



For

William Chambers
Deputy City Attorney

RESOLUTION NO. 16-79

A RESOLUTION ACCEPTING THE REVISED WYOMING ASSOCIATION OF RISK MANAGEMENT (WARM) PROPERTY INSURANCE JOINT POWERS AGREEMENT.

WHEREAS, the City of Casper is a member of the WARM Property Insurance Joint Powers Board; and,

WHEREAS, accepting the revised Joint Powers Agreement will improve the composition of the Board of Directors; and,

WHEREAS, accepting the revised Joint Powers Agreement will improve the stability of the pool by requiring twelve months for notice of intent to withdraw from the pool.

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, to accept the revised WARM Property Insurance Joint Powers Agreement.

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

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

March 28, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Assistant City Manager *LB*
Andrew Nelson, Metropolitan Planning Manager *AN*

SUBJECT: Purchase of an 18 Passenger Paratransit Bus from Davey Coach Sales in an amount not to exceed \$87,283.

Recommendation:

That Council, by resolution, authorize an Agreement with Davey Coach Sales for an 18 Passenger Paratransit Bus for use in the City's public transportation system.

Summary:

In December 2015, the City released an invitation for bids for a low floor bus with hydraulic kneeling capability and wheelchair ramp. This bus was requested due to its ability to improve operational efficiency for loading disabled passengers. However, the bid came in nearly \$57,000 more than the available budget. Staff rejected all bids and instead decided to pursue options on an existing contract.

In March 2015, the City released an invitation for bids for paratransit vehicles to be used in the City's public transportation system (Project No. MPO 15-01). The buses were competitively bid and advertised as required by City policy and State statute. Upon receipt and evaluation of the bids, the City entered into an agreement to purchase two paratransit buses from Davey Coach on April 2, 2015. As part of that agreement, the City retained options to purchase two additional, identical buses of each type over the next four years. Federal Transit Administration (FTA) regulations allow grantees to exercise options up to five years past the initial contract date as long as the price can be determined to be fair and reasonable as revealed through an independent cost estimate and a price analysis.

The City received the buses from MPO 15-01 in January 2016. Initial reports from the Casper Area Transportation Coalition (CATC) regarding their performance are extremely favorable. The vehicles get good mileage, are well-built, and come with many enhancements over previous bus purchases. They have diesel engines per the request of the City Garage.

The agreement before Council will exercise one of the options for an 18 passenger bus. Given the high quality of the vehicles and the current revenue shortfall for the City, staff recommends exercising the option to purchase an additional vehicle rather than release a new bid. The price is 3% higher than the 2015 contract, but lower than the 5% ceiling allowed under the original 2015 contract. Analysis through the Bureau of Labor Statistics (BLS) data shows that heavy truck manufacturing costs have increased 2% while bus chassis under 25,000 pounds have increased 0.5% over the last year. Staff therefore finds the option to be fair and reasonable.

A bid process would take an additional six months of administrative time whereas Davey Coach is ready and willing to furnish a duplicate vehicle as soon as possible.

This vehicle will be purchased using a grant from the Wyoming Department of Transportation (WYDOT) to CATC at an 85/15 cost-sharing ratio. The grant will pay for 85% and the City will pay the remaining 15% using Light Equipment Capital funds currently budgeted in Fund 18.

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 Davey Coach Sales hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to procure a 18 passenger bus for use in the area's public transit system and,

WHEREAS, Davey Coach Sales is able and willing to provide those services specified as the MPO 16-01C 18 Passenger Bus Replacement.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the MPO 16-01C 18 Passenger Bus Replacement, hereinafter referred to as the "Work."

ARTICLE 2. MANAGER.

The project has been initiated by the City of Casper's Metropolitan Planning Organization (MPO) Division Manager, who is hereinafter referred to as the "Manager" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to City 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 completed by January 31, 2017.

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 above, plus any extension thereof allowed. 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 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 Twenty-Five Dollars (**\$25.00**) per vehicle for each day that expires after the time specified in Paragraph 3.1. Failure of the Contractor to acknowledge the date of vehicle chassis release (evidenced by written proof from the chassis manufacturer) shall result in liquidated damages (but not as a penalty) in which Contractor shall pay Owner an additional Twenty-Five Dollars (**\$25.00**) per vehicle per day. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

The sum total of liquidated damages shall be subtracted from the total price of the contract. The total amount of such liquidated damages shall not exceed 5% of the total contract price.

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 87,283.00 Dollars (\$) 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 price from the "Dealer Order Form", included as Exhibit "C" 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 Supervisor as provided in the General Conditions.

ARTICLE 6. WITHHELD FUNDS.

Payment will be made in one lump sum with no funds withheld, except in cases in which liquidated damages have been assessed.

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 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.
- 7.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.4 Contractor has given Manager written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Manager is acceptable to Contractor.

ARTICLE 8. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 9. FEDERAL CLAUSES

Fly America Requirements

Applicability- all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements (Rolling Stock)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Contractor shall comply with 49 USC 53230) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 53230)(2)(C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured in the US and have a minimum 60% domestic content and adhere to contract term limitations. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels.

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Bus Testing

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post Delivery Audit Requirements

Pre-Award & Post-Delivery Audit Requirements -Applicability- Rolling Stock/Turnkey

Contractor shall comply with 49 USC 5323(1) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
 - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs: and
 - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.

D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self--certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with nonfederal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability- As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Contract Work Hours & Safety Standards Act

Applicability- Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such

contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties

Applicability- All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability- All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability- All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision). The recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt *by* contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any *way* operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver *by* the recipient shall not limit its remedies for *any* succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, *may* terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient *may* terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination

specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient *may* terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver

to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

Applicability- Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,

b. Nondiscrimination- Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as slated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship,

7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: (1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§621 -634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation

Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse- Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd- 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No.12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. §4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance, and

k. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

I. Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of

receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those

subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture, as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. §517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Restrictions

The Recipient agrees that it will not use any State or local geographic preferences, except: (1) A preference expressly mandated by applicable Federal law, or (2) A preference permitted by FTA; for example, a contractor's geographic location may be a selection criterion for a Recipient that is procuring architectural engineering or related services, provided that a sufficient number of qualified firms are eligible to compete for that contract, or (3) As provided in section 418 of the Consolidated and Further Continuing Appropriations Act, 2015, Public Law No. 113-235, December 15, 2014, geographic preferences in construction hiring are protected from enforcement under former 49 CFR § 18.36(c)(2), in accordance with any applicable federal regulations, requirements, and guidance and as implemented by FTA.

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies

for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by 'appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in line 9d of Part III on the SF-SAC.

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 18 day of MARCH, 2016.

APPROVED AS TO FORM:
(MPO 16-01C 18 Passenger Bus Replacement)

Walton Tremblay

CONTRACTOR:

Davey Coach Sales
7182 Reynolds DR
Sedalia, Co. 80135

ATTEST:

By: Michelle Juello

Title: Sales Assistant

By: [Signature]

Title: TERRITORY SALES

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
Tracey Belser

Title: City Clerk

By: _____
Daniel Sandoval

Title: Mayor

EXHIBIT A

Copy of the parent Agreement on Project # MPO 15-01 dated 2 April 2015.

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 Davey Coach Sales, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to procure one 16 passenger and one 18 passenger demand response buses and options to purchase two additional, identical buses of each type over the course of four years, for use in the area's public transit system and,

WHEREAS, Davey Coach Sales is able and willing to provide those services specified as Project MPO 15-01, "2015 Transit Bus Acquisition."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for Project MPO 15-01, hereinafter referred to as the "Work."

ARTICLE 2. MANAGER.

The project has been initiated by the City of Casper's Metropolitan Planning Organization (MPO) Division Manager, who is hereinafter referred to as the "Manager" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to City 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 completed and delivered by **September 30, 2015.**
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Twenty-Five Dollars (\$25.00) for each day that expires after the time specified in Paragraph 3.1. It is further agreed that such liquidated damages are not a penalty, but represent

the parties' best estimate of actual damages. The sum total of liquidated damages shall be subtracted from the total price of the proposal.

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 167,833.⁰⁰ Dollars (\$) 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.

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 Manager as provided in the General Conditions.

ARTICLE 6. WITHHELD FUNDS.

Payment will be made in one lump sum with no funds withheld, except in cases in which liquidated damages have been assessed.

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 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.
- 7.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

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

ARTICLE 8. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

ARTICLE 10. FEDERAL CLAUSES.

Fly America Requirements

Applicability- all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements (Rolling Stock)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Contractor shall comply with 49 USC 53230) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 53230)(2)(C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured in the US and have a minimum 60% domestic content and adhere to contract term limitations. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals

not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels.

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Bus Testing

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post Delivery Audit Requirements

Pre-Award & Post-Delivery Audit Requirements -Applicability- Rolling Stock/Turnkey

Contractor shall comply with 49 USC 5323(1) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and

B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.

D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has

made lobbying contacts on its behalf with nonfederal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability- As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until

the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Contract Work Hours & Safety Standards Act

Applicability- Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any

other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties

Applicability- All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability- All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability- All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision). The recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt *by* contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver *by* the recipient shall not limit its remedies for *any* succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, *may* terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient *may* terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient *may* terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

Applicability- Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,

b. Nondiscrimination- Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations,

"Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as slated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: (1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may

impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§621 -634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) U.S. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse- Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd- 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No.12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. §4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance, and

k. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

l. Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture, as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. §517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits

discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by 'appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in line 9d of Part III on the SF-SAC.

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 day of April, 2015.

APPROVED AS TO FORM:
(Project MPO 15-01)

2015 Transit Bus Acquisition

ATTEST:

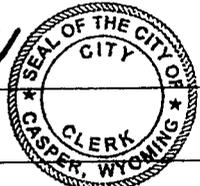
By: *Alan Comer Hobbs*
Title: Transportation Consultant

CONTRACTOR:

Davey Coach Sales
7187 Reynolds DR.
Sedalia, Co. 80135
By: *[Signature]* *Bill Curry*
Title: *Sales Territory*

ATTEST:

By: *V.H. McDonald*
Title: City Clerk



OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: *Charlie Powell*
Title: Mayor

Exhibit A – Paint Scheme

Call Marge at (307) 265-1313 questions regarding paint scheme or layout.

Vehicles shall be beige.

Lettering on the rear of bus will be as follows:

"Operated by CATC 265-1313" – Black lettering

"Owned by the City of Casper" – black lettering

"Bus stops at all railroad crossings" – Minimum 5" Red Lettering

"Bus makes frequent stops" – Minimum 5" Red Lettering



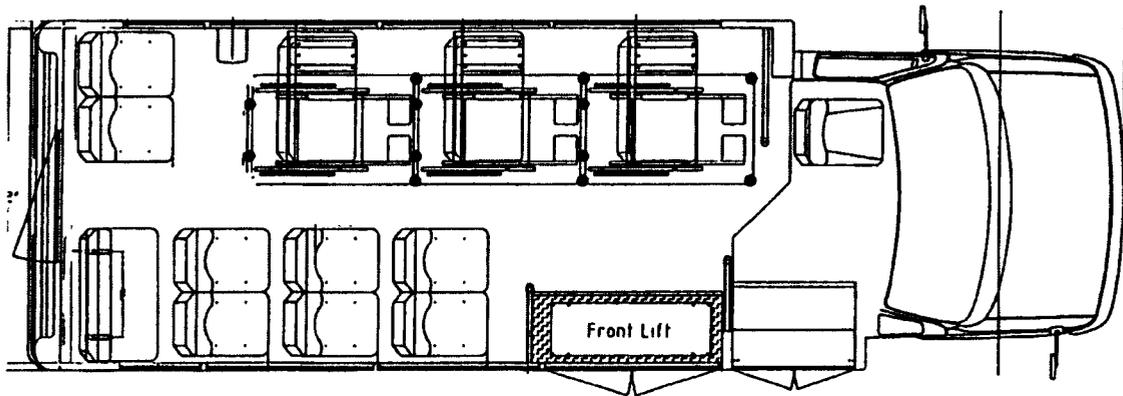
Exhibit B – Seating Configuration

ALL SEATS ON DRIVER'S SIDE ARE FORWARD FACING FLIP SEATS.

DRIVER'S SIDE WHEELCHAIR TIE-DOWN WILL START DIRECTLY BEHIND DRIVERS SEAT.

****Alternative seating configurations must be approved prior to bid submission. ****

16 Passenger Bus



18 Passenger Bus

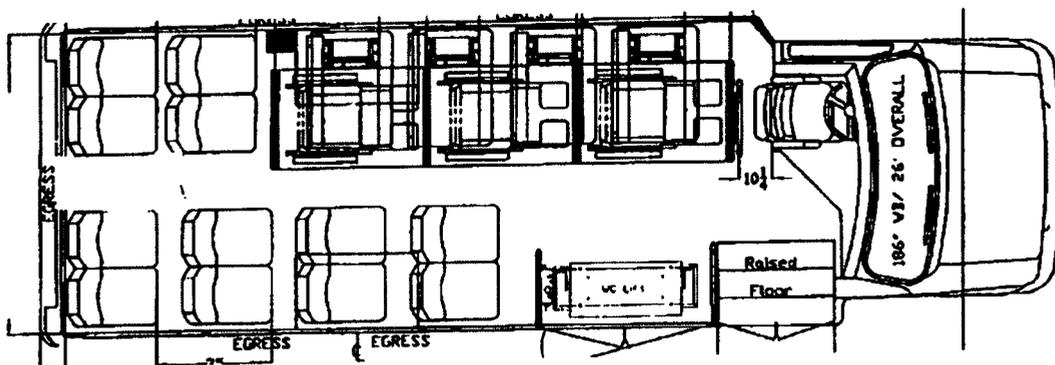


EXHIBIT B

Future Option Proposal from Davey Coach Bid on Project # MPO 15-01



Exhibit A

Davey Coach reserves the right to do up to a 5% increase each year over the term of this agreement. We will be glad to submit documentation to support this increase to the City of Casper each year in accordance to this contract. Not including any future FTA mandated options that would also be extra to the increase

Project MPO 15-01

EXHIBIT C

Dealer Order Form Dated 4 March 2016



16-01C

18 & 3

Note: All information contained in this document is subject to change without notice.

Dealer # 0021659
 VIN _____
 Date 3/4/16
 Dealer DAVEY COACH
 Contact BILL CURRY

Customer CASPER
 Address 200 N DAVID ST
 City/State CASPER, WY 82601
 Contact ANDREW NELSON
 Phone 307-235-8277

Quote # Q42-030116-07
 Model ECG4-177310-66D
 Qty 1
 Date Req'd _____

The Following Information Must Be Provided For Dealer To Be Eligible For Possible Discount Sales Allowances

REQUESTED DELIVERY _____
 QUOTED DELIVERY _____
 COMPETITION _____

Customer Type: Municipal	<input checked="" type="checkbox"/>	Retail	_____
Quote Type: Bid	<input checked="" type="checkbox"/>	RFP	_____
ADA Compliance Req'd:	Yes <input checked="" type="checkbox"/>	No	_____
Customer Contract Req'd:	Yes <input checked="" type="checkbox"/>	No	_____
If Contract Req'd. Please Answer All Following Questions			
Contract Length, (months) : 48 MONTHS			
Can Additional Units Be Added?			
If "Yes", Max No. Of Units Allowed:			
Provision For Price Escalator? YES FOR LAST 4 BUSES			
What is % Escalator Allowed? WHATEVER WE CAN JUSTIFY			
Is Contract FTA Funded? YES			

FIN Code _____
 Chassis Year 2016
 Release chassis to: DROP SHIP

SHIP TO: DPU

GPC Information

FLEET OR GPC CODE REFERENCE: _____
 COMMERCIAL _____ FLEET _____
 FIN CODE: _____
 NAME/ADDRESS/PHONE OF ENTITY VEHICLE REGISTERED TO: _____

 IN ORDER TO REMOVE GPC FROM CHASSIS PRICING, FORD REQUIRES A VERIFIED GPC CODE & ACTIVE FIN CODE PRIOR TO ORDER CONFIRMATION. *CHASSIS PRICING WILL BE ADJUSTED TO REFLECT CURRENT AND ACTIVE GPC/FIN DISCOUNT IF APPLICABLE.

Sub Total:	\$87,133.00
Freight Expense:	\$0.00
Allowable Discount:	
Total Conversion Price	\$87,133.00
Chassis Price:	\$0.00
DROP SHIP Fee:	\$150.00
Fuel Surcharge:	\$0.00
Total Quoted Sales Price:	\$87,283.00

AJW 3/7/16

Order Summary _____

Special Chassis Order Instructions

Start manufacturing time for delivery to City of Casper will not start until chassis is received at factory

FOR OFFICE USE ONLY

Requested by: _____ Date _____

Approval -VP/GM: _____ Date _____

AJW

RESOLUTION NO.16-80

A RESOLUTION APPROVING THE EXERCISING OF AN OPTION TO PURCHASE ONE 18 PASSENGER BUS FROM DAVEY COACH SALES FOR USE IN THE CITY'S TRANSIT SYSTEM IN AN AMOUNT NOT TO EXCEED EIGHTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-THREE DOLLARS (\$87,283).

WHEREAS, the City receives federal grant dollars for the purchase and operation of transit buses which benefit riders of the door-to-door paratransit service, including seniors and disabled persons in Casper; and,

WHEREAS, the City released an invitation for bid for transit buses in March 2015, and Davey Coach Sales was the lowest bidder of this procurement which included options to purchase two additional, identical vehicles over the next four years; and,

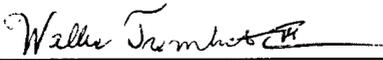
WHEREAS, Davey Coach Sales has been found to be responsible and responsive to the bid schedules; and,

WHEREAS, the City desires to exercise one of the options.

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 between the City of Casper and Davey Coach Sales in the amount of Eighty-Seven Thousand Two Hundred Eighty-Three Dollars (\$87,283) to exercise an option with Davey Coach Sales for the purchase of one transit bus.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

March 24, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Community Development Director/Assistant City Manager 

SUBJECT: Consideration of a vacation and replat creating Mesa Del Sol II, Lots 32B and 33B

Recommendation:

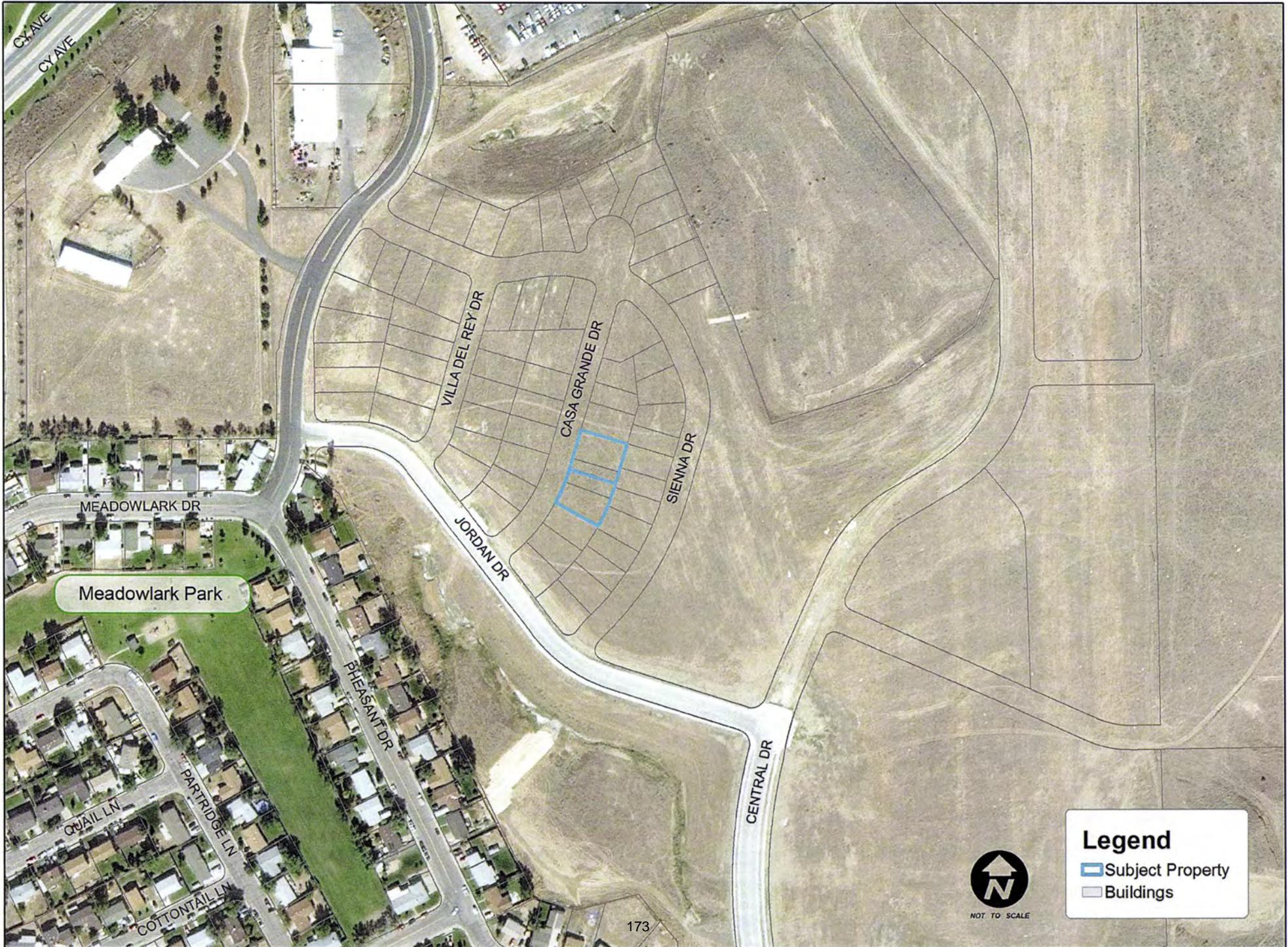
That Council, by resolution, approve a vacation and replat of Lots 31A-33A of Mesa Del Sol II, to create Mesa Del Sol II, Lots 32B and 33B, as recommended by the Planning and Zoning Commission.

Summary:

Senergyone Development, Inc. has applied to vacate and replat Lots 31A – 33A of Mesa Del Sol II to create Mesa Del Sol II, Lots 32B & 33B. The subject property is located east of Casa Grande Drive, involves 0.388 acres, more or less, and is zoned R-4 (High Density Residential). The purpose of this replat is to split a lot to turn three lots into two, to achieve two larger lots than originally proposed. Lots 31A – 33A of Mesa Del Sol II are between 5,470 and 6,002 square feet in size. The proposed lots, 32B and 33B, are to be 8,470 and 8,423 square feet in size. The minimum lot size in the R-4 (High Density Residential) zoning district is 4,000 square feet, and both proposed lots exceed the minimum size requirement.

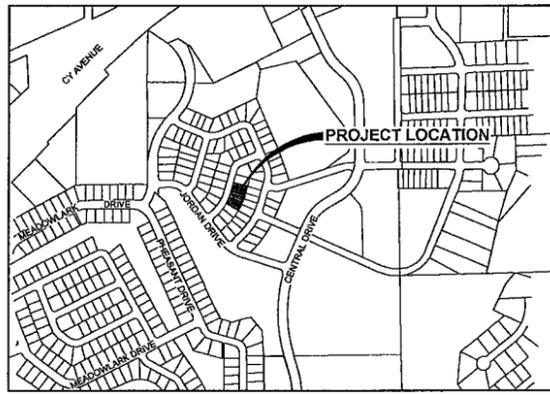
The Planning and Zoning Commission approved the replat at a public hearing held on March 17, 2016. With the exception of the applicant, who spoke in favor, there were no public comments received at the public hearing. There is no public hearing required by the City Council in this case to vacate and replat the subject property. A resolution and a subdivision agreement have been prepared for the City Council's consideration.

Mesa Del Sol II - Lots 32B and 33B

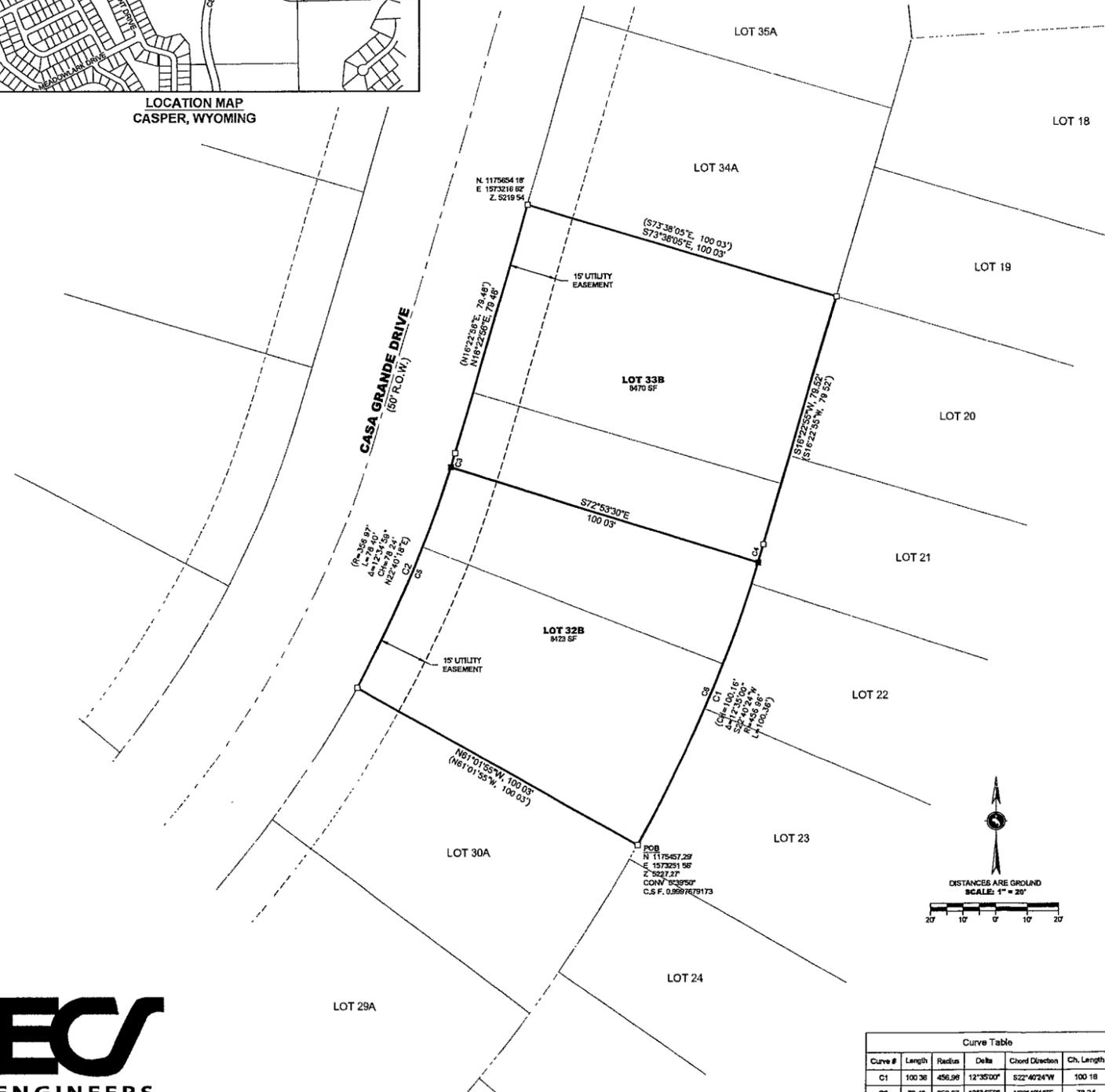


FINAL PLAT OF
MESA DEL SOL II
LOTS 32B AND 33B
 TO THE CITY OF CASPER

A VACATION AND REPLAT OF LOTS 31A-33A OF MESA DEL SOL II, LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER (S½SE¼) OF SECTION 18, T.33N., R.79W. OF THE 6th PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING



LOCATION MAP
 CASPER, WYOMING



CERTIFICATE OF DEDICATION

THE UNDERSIGNED, RANDALL S. HALL, PRESIDENT, SENERGYONE DEVELOPMENT, INC., HEREBY CERTIFIES THAT THEY ARE THE OWNER AND PROPRIETOR OF THE ABOVE OR FOREGOING LOTS 31A-33A OF MESA DEL SOL II, LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER (S½SE¼) OF SECTION 18, T.33N., R.79W. OF THE 6th PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF LOT 30A OF MESA DEL SOL II, MONUMENTED WITH A 2" ALUMINUM CAP MARKED LS 584, THENCE N.81°01'55"W FOR A DISTANCE OF 100.03 FEET ALONG THE NORTHERLY LINE OF SAID LOT 30A OF MESA DEL SOL II AND THE SOUTHERLY LINE OF SAID PARCEL TO A POINT MONUMENTED WITH A 2" ALUMINUM CAP MARKED LS 584, SAID POINT BEING THE BEGINNING OF A NON-TANGENTIAL CURVE, ALONG SAID CURVE 78.40 FEET AND TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°34'57", HAVING A RADIUS OF 356.97 FEET, AND WHOSE LONG CHORD BEARS N.22°40'18"E FOR A CHORD DISTANCE OF 78.24 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CASA GRANDE DRIVE AND THE WESTERLY LINE OF SAID PARCEL TO A POINT MONUMENTED WITH A 2" ALUMINUM CAP MARKED LS 584, THENCE N.16°22'58"E FOR A DISTANCE OF 79.48 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CASA GRANDE DRIVE AND THE WESTERLY LINE OF SAID PARCEL TO A POINT MONUMENTED WITH A 2" ALUMINUM CAP MARKED LS 584, THENCE S.73°38'05"E FOR A DISTANCE OF 100.03 FEET ALONG THE SOUTHERLY LINE OF LOT 34A OF MESA DEL SOL II AND THE NORTHERLY LINE OF SAID PARCEL TO A POINT MONUMENTED WITH A 2" ALUMINUM CAP MARKED LS 584, THENCE S.16°22'55"W FOR A DISTANCE OF 79.52 FEET ALONG THE WESTERLY LINE OF LOTS 20 AND 21 OF THE AMENDED PLAT OF MESA DEL SOL AND THE EASTERLY LINE OF SAID PARCEL TO A POINT MONUMENTED WITH A 2" ALUMINUM CAP MARKED LS 584, SAID POINT BEING THE BEGINNING OF A CURVE, ALONG SAID CURVE 100.36 FEET AND TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°35'00", HAVING A RADIUS OF 458.96 FEET, AND WHOSE LONG CHORD BEARS S.22°40'24"W FOR A CHORD DISTANCE OF 100.16 FEET ALONG THE WESTERLY LINE OF LOTS 21, 22, AND 23 OF THE AMENDED PLAT OF MESA DEL SOL AND THE EASTERLY LINE OF SAID PARCEL TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.388 ACRES (16893 S.F.), MORE OR LESS

THE SUBDIVISION OF THE FOREGOING DESCRIBED LAND IS WITH FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDER-SIGNED OWNER(S), PROPRIETOR(S) OR PARTIES OF INTEREST HAVE BY THESE PRESENTS LAID OUT AND KNOWN AS THE "MESA DEL SOL II, LOTS 32B AND 33B", TO THE CITY OF CASPER, WYOMING. THAT ALL UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSES OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SEWER LINES, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TELEVISION LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

EXECUTED THIS _____ DAY OF _____, 2016.

BY _____
 RANDALL S. HALL, PRESIDENT, SENERGYONE DEVELOPMENT, INC.

STATE OF WYOMING)
) SS
 COUNTY OF NATRONA)

THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016, BY RANDALL S. HALL, PRESIDENT, SENERGYONE DEVELOPMENT, INC.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

APPROVALS

APPROVED PLANNING AND ZONING COMMISSION CASPER, WYOMING
 THIS _____ DAY OF _____, 2016 AND FORWARDED TO THE
 CITY COUNCIL OF CASPER, WYOMING WITH RECOMMENDATION THAT SAID PLAT BE
 APPROVED.

COMMISSION CHAIRMAN _____ SECRETARY _____

APPROVED CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY RESOLUTION NUMBER _____
 DULY PASSED, ADOPTED AND APPROVED ON THIS _____ DAY OF _____, 2016.

MAYOR _____ ATTEST CITY CLERK _____

INSPECTED AND APPROVED ON THIS _____ DAY OF _____, 2016.

CITY ENGINEER _____

INSPECTED AND APPROVED ON THIS _____ DAY OF _____, 2016.

CITY SURVEYOR _____

LEGEND

- RECOVERED ALUMINUM CAP (PLS 584)
- SET ALUMINUM CAP (PLS 584)
- PROPERTY LINE (PROPOSED)
- - - PROPERTY LINE (ADJACENT AND EXISTING)
- - - PROPOSED EASEMENT LINE
- - - EXISTING EASEMENT LINE
- (S73°38'05"E, 100.03') RECORD BEARING AND DISTANCE

NOTES

1. PLAT CLOSURE RATIO 1:370,422
2. GROUND DISTANCE - U.S. FOOT
3. BASIS OF BEARING - GEODETIC BASED ON GPS
4. COORDINATES REFER TO CITY OF CASPER GIS DATUM, WYOMING STATE PLANE
5. COORDINATES, EAST CENTRAL ZONE, NAD83/86 AND ELEVATIONS REFER TO NAVD83
6. ELEVATIONS ARE FOR REFERENCE ONLY AND ARE NOT TO BE USED AS BENCHMARKS.
7. UNUSED SERVICES MUST BE CAPPED AT THE MAIN.

CERTIFICATE OF SURVEYOR

I, ROBERT L. SL CLAIRE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF MESA DEL SOL II, LOTS 32B AND 33B, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, AND THAT THIS PLAT WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE PHYSICAL AND MATHEMATICAL DETAILS SHOWN HEREON ARE CORRECT AT THE TIME OF SAID SURVEY

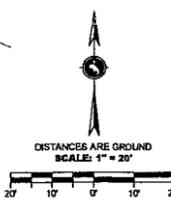


STATE OF WYOMING)
) SS
 COUNTY OF NATRONA)

THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016, BY ROBERT L. SL CLAIRE

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____



Curve #	Length	Radius	Delta	Chord Direction	Ch. Length
C1	100.36	456.96	12°35'00"	S22°40'24"W	100.18
C2	78.40	356.97	12°34'58"	N22°40'18"E	78.24
C3	4.54	356.97	0°43'44"	N16°44'41"E	4.54
C4	5.80	456.96	0°43'38"	S16°44'41"W	5.80
C5	73.85	356.97	11°51'14"	N23°02'10"E	73.72
C6	94.58	456.96	11°51'23"	S23°02'13"W	94.39

ECS ENGINEERS
 Environmental and Civil Solutions, LLC
 111 West 2nd Street, Suite 600
 Casper, WY 82604
 Phone 307.337.2883
 www.ecsengineers.net
 PROJECT NO. 130015

OWNER: SENERGYONE DEVELOPMENT, INC.
 550 S. POPLAR
 CASPER, WY 82601

SURVEYOR: FIELD JEFF CONLEY
 REVIEW: ROBERT L. SL CLAIRE, P.L.S.

DATE DRAWN: 02.10.2016
 DRAWN BY: CAO

MAR 10 2016

RESOLUTION NO. 16-81

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 31A THROUGH 33A, MESA DEL SOL II TO CREATE MESA DEL SOL II, LOTS 32B AND 33B

WHEREAS, an application has been made to vacate and replat Lots 31A – 33A of Mesa Del Sol II to create Mesa Del Sol II, Lots 32B & 33B, located east of Casa Grande Drive, and comprising 0.388-acres, more or less; and,

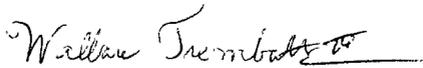
WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing, a motion recommending that the City Council approve said vacation and replat; and,

WHEREAS, the governing body of the City of Casper finds that the above described vacation and replat should be approved.

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

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

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

March 28, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 
Doug Barrett, Building and Code Enforcement Manager
Shelley LeClere, Code Enforcement Supervisor

SUBJECT: Contract for the Abatement of Weeds and Litter

Recommendation:

That Council, by resolution, authorize one-year contracts with AAA Landscaping, B & B Sales and Service, Green Tree Arboriculture LLC, and HoleShot Lawn Care Service LLC for weed/grass cutting and removal, and litter/trash removal within the City of Casper, commencing May 1, 2016, and continuing through April 30, 2017.

Summary:

On February 28, 2016 and March 6, 2016, the City's Code Enforcement Division publicly advertised a Request for Proposal for weed/grass cutting and removal, and litter/trash removal.

The City is in receipt of four (4) bids from local contractors for the desired services. Due to the nature of Code Enforcement's assignments and the fact that the above companies have other clients, it is important that the City have four (4) contractors to fall back on. Therefore, staff recommends the bid be awarded for weed/grass cutting and removal, and litter/trash removal to all four (4) contractors. This practice has been used in the past and has proven effective. The City's Code Enforcement Division will distribute work to each contractor on a rotating schedule, to the extent that it is possible, based on the individual workload, their manpower and deadline date of the project. The four contractors and their fees are as follows:

AAA Landscaping

1. Individual platted lots or areas of 2,500 square feet or less shall be **\$0.05** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.018** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.0150** per square foot.
4. Litter and trash removal shall be **\$40.00** per cubic yard to remove, transport, and dispose of legally.

- a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
- b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

B & B Sales and Service

1. Individual lots of 2,500 square feet or less shall be **\$0.04** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.035** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.035** per square foot.
4. Litter and trash removal shall be **\$55.00**, per cubic yard, to remove, transport, and dispose of legally.
 - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
 - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

Green Tree Arboriculture LLC

1. Individual lots of 2,500 square feet or less shall be **\$0.0357** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.025** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.023** per square foot.
4. Litter and trash removal shall be **\$50.00** per cubic yard, to remove, transport, and dispose of legally.
 - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
 - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

HoleShot Lawn Service LLC

1. Individual lots of 2,500 square feet or less shall be **\$0.02** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.02** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.03** per square foot.
4. Litter and trash removal shall be **\$35.00** per cubic yard, to remove, transport, and dispose of legally.
 - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
 - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

Based on the above, staff has determined that all four (4) contractors (i.e., AAA Landscaping, B & B Sales and Service, Green Tree Arboriculture LLC, and HoleShot Lawn Service LLC) should be awarded a one-year contract for weed/grass cutting and removal, and litter/trash removal within the City of Casper.

Funding for any clean-up of weeds and litter will come from the FY2016/2017 General Fund Code Enforcement Lawn and Tree Abatement line. Once invoices are received from our Code Enforcement contractors for abatement of weeds and litter, property owners are billed for the services provided.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART 1 – AGREEMENT

This Contract for Professional Services (“Contract”) is entered into this ____ day of April 2016 by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. AAA Landscaping, P.O. Box 50454, Casper, Wyoming 82609 (“Contractor”).

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

RECITALS

- A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.
- B. The project requires professional services for weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.
- C. The Contractor represents that it is ready, willing, and able to provide professional services to the City on lots, streets, alleys, or other land 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. The Community Development Director or her designee shall designate, in writing, those lots upon which Contractor shall cut weeds and grass to a height as determined by the Community Development Director or her designee.

- B. The Contractor shall, after cutting the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.
- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City areas, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services to be provided by the Contractor shall commence on **May 1, 2016**, and terminate on **April 30, 2017**, unless otherwise provided in this contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be **\$.05** per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be **\$.018** per square foot.

- C. Lots greater than 5,000 square feet shall be \$.0150 per square foot.
- D. Litter and trash removal shall be \$40.00 per cubic yard to remove, transport, and dispose of legally.

No Charge shall be less than \$25.00

Contractor's rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Contractor's personnel engaged directly on the project, plus the cost of customary and statutory benefits including, but not limited to, Social Security contributions, unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

In addition, the qualified individual or company contracted through this contract may be asked on an as needed basis throughout the contract year for separate bids to address cleanup projects that involve weeds and litter.

Allowances for terrain, height of weeds or grass, access to the site, or any other conditions that may affect the costs of performing the work described above must be calculated into the bid. Said bid due date to be determined by the City of Casper Community Development Department on a case-by-case basis. Said bids should be submitted as agreed upon between the City and the Contractor no later than the due date set for a particular project.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit with the invoice a voucher for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF AGREEMENT:

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:

Walker Tronzo III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

CONTRACTOR
AAA Landscaping

By: M. Starkey
Printed Name: Michelle Starkey
Title: employee

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 to be provided 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 said subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. **INSURANCE AND INDEMNIFICATION:**

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

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Not Applicable

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD-PARTY BENEFICIARY RIGHTS:

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

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

RESOLUTION NO.16-82

A RESOLUTION AUTHORIZING CONTRACT WITH AAA LANDSCAPING FOR WEED/GRASS CUTTING AND REMOVAL, AND LITTER/TRASH REMOVAL.

WHEREAS, the City of Casper desires to contract with AAA Landscaping for weed/grass cutting and removal, and litter/trash removal; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

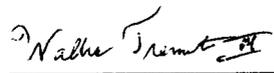
WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 AAA Landscaping for weed/grass cutting and removal, and litter/trash removal, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

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

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

March 28, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 
Doug Barrett, Building and Code Enforcement Manager
Shelley LeClere, Code Enforcement Supervisor

SUBJECT: Contract for the Abatement of Weeds and Litter

Recommendation:

That Council, by resolution, authorize one-year contracts with AAA Landscaping, B & B Sales and Service, Green Tree Arboriculture LLC, and HoleShot Lawn Care Service LLC for weed/grass cutting and removal, and litter/trash removal within the City of Casper, commencing May 1, 2016, and continuing through April 30, 2017.

Summary:

On February 28, 2016 and March 6, 2016, the City's Code Enforcement Division publicly advertised a Request for Proposal for weed/grass cutting and removal, and litter/trash removal.

The City is in receipt of four (4) bids from local contractors for the desired services. Due to the nature of Code Enforcement's assignments and the fact that the above companies have other clients, it is important that the City have four (4) contractors to fall back on. Therefore, staff recommends the bid be awarded for weed/grass cutting and removal, and litter/trash removal to all four (4) contractors. This practice has been used in the past and has proven effective. The City's Code Enforcement Division will distribute work to each contractor on a rotating schedule, to the extent that it is possible, based on the individual workload, their manpower and deadline date of the project. The four contractors and their fees are as follows:

AAA Landscaping

1. Individual platted lots or areas of 2,500 square feet or less shall be **\$0.05** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.018** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.0150** per square foot.
4. Litter and trash removal shall be **\$40.00** per cubic yard to remove, transport, and dispose of legally.

- a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
- b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

B & B Sales and Service

1. Individual lots of 2,500 square feet or less shall be **\$0.04** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.035** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.035** per square foot.
4. Litter and trash removal shall be **\$55.00**, per cubic yard, to remove, transport, and dispose of legally.
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 - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

Green Tree Arboriculture LLC

1. Individual lots of 2,500 square feet or less shall be **\$0.0357** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.025** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.023** per square foot.
4. Litter and trash removal shall be **\$50.00** per cubic yard, to remove, transport, and dispose of legally.
 - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
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HoleShot Lawn Service LLC

1. Individual lots of 2,500 square feet or less shall be **\$0.02** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.02** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.03** per square foot.
4. Litter and trash removal shall be **\$35.00** per cubic yard, to remove, transport, and dispose of legally.
 - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
 - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

Based on the above, staff has determined that all four (4) contractors (i.e., AAA Landscaping, B & B Sales and Service, Green Tree Arboriculture LLC, and HoleShot Lawn Service LLC) should be awarded a one-year contract for weed/grass cutting and removal, and litter/trash removal within the City of Casper.

Funding for any clean-up of weeds and litter will come from the FY2016/2017 General Fund Code Enforcement Lawn and Tree Abatement line. Once invoices are received from our Code Enforcement contractors for abatement of weeds and litter, property owners are billed for the services provided.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART 1 – AGREEMENT

This Contract for Professional Services (“Contract”) is entered into this ____ day of April 2016 by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. B & B Sales and Service, 4411 Sunrise Drive, Casper, Wyoming 82604 (“Contractor”).

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

RECITALS

- A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.
- B. The project requires professional services for weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.
- C. The Contractor represents that it is ready, willing, and able to provide professional services to the City on lots, streets, alleys, or other land 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. The Community Development Director or her designee shall designate, in writing, those lots upon which Contractor shall cut weeds and grass to a height as determined by the Community Development Director or her designee.

- B. The Contractor shall, after cutting the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.
- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City areas, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services to be provided by the Contractor shall commence on **May 1, 2016**, and terminate on **April 30, 2017**, unless otherwise provided in this contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be \$.04 per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be \$.035 per square foot.
- C. Lots greater than 5,000 square feet shall be \$.035 per square foot.

- D. Litter and trash removal shall be **\$55.00** per cubic yard to remove, transport, and dispose of legally.

No Charge shall be less than \$25.00

Contractor's rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Contractor's personnel engaged directly on the project, plus the cost of customary and statutory benefits including, but not limited to, Social Security contributions, unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

In addition, the qualified individual or company contracted through this contract may be asked on an as needed basis throughout the contract year for separate bids to address cleanup projects that involve weeds and litter.

Allowances for terrain, height of weeds or grass, access to the site, or any other conditions that may affect the costs of performing the work described above must be calculated into the bid. Said bid due date to be determined by the City of Casper Community Development Department on a case-by-case basis. Said bids should be submitted as agreed upon between the City and the Contractor no later than the due date set for a particular project.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit with the invoice a voucher for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF AGREEMENT:

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:

Walter Tremont

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

CONTRACTOR
B & B Sales and Service

By: Joseph Boster

Printed Name: Joe Boster

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 to be provided 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 said subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. **INSURANCE AND INDEMNIFICATION:**

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

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Not Applicable

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD-PARTY BENEFICIARY RIGHTS:

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

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

RESOLUTION NO.16-83

A RESOLUTION AUTHORIZING CONTRACT WITH B & B SALES AND SERVICE FOR WEED/GRASS CUTTING AND REMOVAL, AND LITTER/TRASH REMOVAL.

WHEREAS, the City of Casper desires to contract with B & B Sales and Service for weed/grass cutting and removal, and litter/trash removal; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

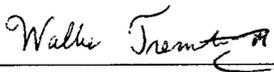
WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 B & B Sales and Service for weed/grass cutting and removal, and litter/trash removal, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

March 28, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 
Doug Barrett, Building and Code Enforcement Manager
Shelley LeClere, Code Enforcement Supervisor

SUBJECT: Contract for the Abatement of Weeds and Litter

Recommendation:

That Council, by resolution, authorize one-year contracts with AAA Landscaping, B & B Sales and Service, Green Tree Arboriculture LLC, and HoleShot Lawn Care Service LLC for weed/grass cutting and removal, and litter/trash removal within the City of Casper, commencing May 1, 2016, and continuing through April 30, 2017.

Summary:

On February 28, 2016 and March 6, 2016, the City's Code Enforcement Division publicly advertised a Request for Proposal for weed/grass cutting and removal, and litter/trash removal.

The City is in receipt of four (4) bids from local contractors for the desired services. Due to the nature of Code Enforcement's assignments and the fact that the above companies have other clients, it is important that the City have four (4) contractors to fall back on. Therefore, staff recommends the bid be awarded for weed/grass cutting and removal, and litter/trash removal to all four (4) contractors. This practice has been used in the past and has proven effective. The City's Code Enforcement Division will distribute work to each contractor on a rotating schedule, to the extent that it is possible, based on the individual workload, their manpower and deadline date of the project. The four contractors and their fees are as follows:

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Based on the above, staff has determined that all four (4) contractors (i.e., AAA Landscaping, B & B Sales and Service, Green Tree Arboriculture LLC, and HoleShot Lawn Service LLC) should be awarded a one-year contract for weed/grass cutting and removal, and litter/trash removal within the City of Casper.

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A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART 1 – AGREEMENT

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1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Green Tree Arboriculture LLC, 1521 West 29th Street, Casper, Wyoming 82604 (“Contractor”).

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

RECITALS

- A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.
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- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City areas, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services to be provided by the Contractor shall commence on **May 1, 2016**, and terminate on **April 30, 2017**, unless otherwise provided in this contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be \$.0357 per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be \$.025 per square foot.
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In addition, the qualified individual or company contracted through this contract may be asked on an as needed basis throughout the contract year for separate bids to address cleanup projects that involve weeds and litter.

Allowances for terrain, height of weeds or grass, access to the site, or any other conditions that may affect the costs of performing the work described above must be calculated into the bid. Said bid due date to be determined by the City of Casper Community Development Department on a case-by-case basis. Said bids should be submitted as agreed upon between the City and the Contractor no later than the due date set for a particular project.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit with the invoice a voucher for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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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:

Walter Trembly

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

CONTRACTOR
Green Tree Arboriculture LLC

By: [Signature]

Printed Name: William Scott

Title: Owner

CONTRACT FOR PROFESSIONAL SERVICES

PART II – GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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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.

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 to be provided 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 said subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. **INSURANCE AND INDEMNIFICATION:**

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

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Not Applicable

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD-PARTY BENEFICIARY RIGHTS:

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

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

RESOLUTION NO. 16-84

A RESOLUTION AUTHORIZING CONTRACT WITH GREEN TREE ARBORICULTURE LLC FOR WEED/GRASS CUTTING AND REMOVAL, AND LITTER/TRASH REMOVAL.

WHEREAS, the City of Casper desires to contract with Green Tree Arboriculture LLC for weed/grass cutting and removal, and litter/trash removal; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 Green Tree Arboriculture LLC for weed/grass cutting and removal, and litter/trash removal, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

March 28, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 
Doug Barrett, Building and Code Enforcement Manager
Shelley LeClere, Code Enforcement Supervisor

SUBJECT: Contract for the Abatement of Weeds and Litter

Recommendation:

That Council, by resolution, authorize one-year contracts with AAA Landscaping, B & B Sales and Service, Green Tree Arboriculture LLC, and HoleShot Lawn Care Service LLC for weed/grass cutting and removal, and litter/trash removal within the City of Casper, commencing May 1, 2016, and continuing through April 30, 2017.

Summary:

On February 28, 2016 and March 6, 2016, the City's Code Enforcement Division publicly advertised a Request for Proposal for weed/grass cutting and removal, and litter/trash removal.

The City is in receipt of four (4) bids from local contractors for the desired services. Due to the nature of Code Enforcement's assignments and the fact that the above companies have other clients, it is important that the City have four (4) contractors to fall back on. Therefore, staff recommends the bid be awarded for weed/grass cutting and removal, and litter/trash removal to all four (4) contractors. This practice has been used in the past and has proven effective. The City's Code Enforcement Division will distribute work to each contractor on a rotating schedule, to the extent that it is possible, based on the individual workload, their manpower and deadline date of the project. The four contractors and their fees are as follows:

AAA Landscaping

1. Individual platted lots or areas of 2,500 square feet or less shall be **\$0.05** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.018** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.0150** per square foot.
4. Litter and trash removal shall be **\$40.00** per cubic yard to remove, transport, and dispose of legally.

- a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
- b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

B & B Sales and Service

1. Individual lots of 2,500 square feet or less shall be **\$0.04** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.035** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.035** per square foot.
4. Litter and trash removal shall be **\$55.00**, per cubic yard, to remove, transport, and dispose of legally.
 - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
 - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

Green Tree Arboriculture LLC

1. Individual lots of 2,500 square feet or less shall be **\$0.0357** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.025** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.023** per square foot.
4. Litter and trash removal shall be **\$50.00** per cubic yard, to remove, transport, and dispose of legally.
 - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
 - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

HoleShot Lawn Service LLC

1. Individual lots of 2,500 square feet or less shall be **\$0.02** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.02** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.03** per square foot.
4. Litter and trash removal shall be **\$35.00** per cubic yard, to remove, transport, and dispose of legally.
 - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
 - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

Based on the above, staff has determined that all four (4) contractors (i.e., AAA Landscaping, B & B Sales and Service, Green Tree Arboriculture LLC, and HoleShot Lawn Service LLC) should be awarded a one-year contract for weed/grass cutting and removal, and litter/trash removal within the City of Casper.

Funding for any clean-up of weeds and litter will come from the FY2016/2017 General Fund Code Enforcement Lawn and Tree Abatement line. Once invoices are received from our Code Enforcement contractors for abatement of weeds and litter, property owners are billed for the services provided.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART 1 – AGREEMENT

This Contract for Professional Services (“Contract”) is entered into this ____ day of April 2016 by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. HoleShot Lawn Care Service LLC, P.O. Box 51875, Casper, Wyoming 82605 (“Contractor”).

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

RECITALS

- A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.
- B. The project requires professional services for weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.
- C. The Contractor represents that it is ready, willing, and able to provide professional services to the City on lots, streets, alleys, or other land 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. The Community Development Director or her designee shall designate, in writing, those lots upon which Contractor shall cut weeds and grass to a height as determined by the Community Development Director or her designee.

- B. The Contractor shall, after cutting the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.
- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City areas, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services to be provided by the Contractor shall commence on **May 1, 2016**, and terminate on **April 30, 2017**, unless otherwise provided in this contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be \$.02 per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be \$.02 per square foot.
- C. Lots greater than 5,000 square feet shall be \$.03 per square foot.

- D. Litter and trash removal shall be **\$35.00** per cubic yard to remove, transport, and dispose of legally.

No Charge shall be less than \$25.00

Contractor's rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Contractor's personnel engaged directly on the project, plus the cost of customary and statutory benefits including, but not limited to, Social Security contributions, unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

In addition, the qualified individual or company contracted through this contract may be asked on an as needed basis throughout the contract year for separate bids to address cleanup projects that involve weeds and litter.

Allowances for terrain, height of weeds or grass, access to the site, or any other conditions that may affect the costs of performing the work described above must be calculated into the bid. Said bid due date to be determined by the City of Casper Community Development Department on a case-by-case basis. Said bids should be submitted as agreed upon between the City and the Contractor no later than the due date set for a particular project.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit with the invoice a voucher for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF AGREEMENT:

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

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

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

APPROVED AS TO FORM:



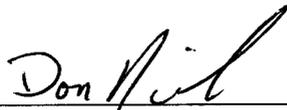
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

CONTRACTOR
HoleShot Lawn Care Service

By: 

Printed Name: Don Nielsen

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 to be provided 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 said subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. **INSURANCE AND INDEMNIFICATION:**

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

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Not Applicable

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD-PARTY BENEFICIARY RIGHTS:

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

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

RESOLUTION NO. 16-85

A RESOLUTION AUTHORIZING CONTRACT WITH HOLESHOT LAWN CARE SERVICE LLC FOR WEED/GRASS CUTTING AND REMOVAL, AND LITTER/TRASH REMOVAL.

WHEREAS, the City of Casper desires to contract with HoleShot Lawn Care Service LLC for weed/grass cutting and removal, and litter/trash removal; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 HoleShot Lawn Care Service LLC for weed/grass cutting and removal, and litter/trash removal, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

March 16, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Service Director
Jason Knopp, P.E., City Engineer */s/*

SUBJECT: Application for Encroachment with the Casper-Alcova Irrigation District
for a new sanitary sewer main as part of the 33 Mile Sanitary Sewer project

Recommendation:

That Council, by resolution, execute an Application for Encroachment with the Casper-Alcova Irrigation District (CAID), for installation of a sanitary sewer main within CAID easements and right-of-ways as part of the 33 Mile Sanitary Sewer Project.

Summary:

The 33 Mile Sanitary Sewer Project goal is to install a new sanitary sewer main from 33 Mile Road, serving businesses in the area, and connecting it to the City of Casper's sewer main at the Natrona County International Airport. Part of the sewer main route will be within CAID's easements and right-of-ways. This project is being sponsored by the Casper Area Economic Development Alliance, Inc. (CAEDA) who has secured state funds for the project with Nalco FabTech, LLC providing the matching funds. The City of Casper will own, operate, and maintain the system once the construction is complete and accepted by City staff.

As the sanitary sewer force main will ultimately be owned and operated by the City of Casper along Highway 26, CAID requires a permit for this installation and is part of the application. The application also documents the conditions under which the facility may be installed in CAID easements and right-of-ways and is required by CAID.

The Application for Encroachment and resolution have been prepared for Council's consideration.

Casper-Alcova Irrigation District
Mailing Address: P.O. Box 849 Mills WY 82644
Business Office: 755 Connie Street Mills
307.234.8690

**APPLICATION FOR ENCROACHMENT
ON CAID FACILITIES OR WITHIN CAID EASEMENTS AND RIGHT-OF-WAYS**

One application form is required for each proposed action

Non-returnable / Non-refundable application / administrative fee: \$100.00 [FOR CAID USE: Date Received: _____]

- " New application: \$100.00
- " Application reporting single pre-existing encroachment / disturbance: \$50.00
- " Application reporting multiple pre-existing encroachments under same entity: \$50.00 for the first; \$15.00 for each additional

1. Name and Address of Applicant

City of Casper
200 N. David
Casper, WY 82601

2. Name, Title and Address of Authorized agent if different from Applicant

3. Telephone and Cell Phone Numbers

307-235-8341

4. Type of Applicant

- " Individual or Trust
- " LLC / Partnership / Association
- " Corporation
- " Local Government
- " State Government / State Agency
- " Federal Agency

5. Type of Application (mark all that apply)

- " New authorization
- " Renew existing authorization number: _____
- " Amend existing authorization number: _____
- " Assign existing authorization number: _____
- " Existing use for which no authorization has been received

6. Project Description: **NOTE: If CAID determines insufficient description of project is provided, the Application will be denied**

Use additional sheets as needed

Describe the location and the type of system, facility or use:

NW/4 NW/4 of Section 29, T34N, R80W
8" Sanitary Sewer Main - Public Use

Describe the need for this project:

To provide Sanitary Sewer Service from 6-Mile Draw to 33 Mile Road.

Identify related or nearby CAID structures and facilities and identify other residences, pipelines, utility lines, and other structures and facilities:

Lateral 256
Lateral 256-630
Lateral 256-29

Physical Specifications: (include lengths, widths, etc.; attach all engineering drawings and/or site drawing showing specs)

See Attached

Proposed timeframe for project, including duration and completion date:

- * Attach a map and site drawing with all specifications, measurements and permanent landmarks.
- * Include on site drawing any additional temporary work areas necessary for project.
- * The land on which the project occurs and the areas immediately adjacent thereto shall be considered the "premises" for the purposes of the General Conditions, below.

7. Describe possible impact of the project on CAID operations (including CAID motorized and foot traffic):

Lateral 256 - No Impact
Lateral 256-630 will Advise CAID of Crossing and will Backfill + compact ditch after crossing
Lateral 256-29 - No Impact

8. Describe possible environmental impacts of project (include a list any hazardous materials that may be used):

N/A

9. Describe plan of mitigation or prevention of negative impacts:

CERTIFICATION OF APPLICANT

I hereby certify that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Applicant understands that: (1) CAID may approve, deny, or approve with conditions, the application for permit in its sole discretion; (2) Applicant will be solely liable for any improper installation, maintenance, and repair of the project, faulty construction, material failures, and damages to facilities and disturbed areas; (2) Applicant is responsible for taking all reasonable and proper safety measures to the extent commensurate with the type of project proposed and with any existing facilities and utilities that are or may be present; and (3) Applicant hereby agrees to indemnify and hold CAID harmless of and from matters set forth in the General Conditions, paragraph 2, below.

I HEREBY CERTIFY THAT I HAVE CAREFULLY REVIEWED ALL OF THE SPECIAL CONDITIONS BELOW AND THE GENERAL CONDITIONS ON THE FOLLOWING PAGES AND THAT I AND MY EMPLOYEES AND AGENTS AGREE TO, AND WILL AT ALL TIMES COMPLY WITH, EACH AND EVERY SPECIAL AND GENERAL CONDITION SET FORTH BELOW.

Signature of Applicant _____ Date _____

Application Reviewed by CAID Board of Commissioners and Permit Approved, subject to the Applicant's / Permittee's compliance with the terms and conditions set forth herein.

President or Vice President Date _____

SPECIAL CONDITIONS OF PERMIT

The CAID Board requires the Applicant/ Permittee to comply with each of the following Special Conditions: *(Examples of Special Conditions may include, but are not limited to: requiring that the Permittee obtain prior written approval of CAID and any private landowners for the project; specification of contractor for certain types of work; and that all work shall be done only during dry conditions and during the non-irrigating season. Each application will likely require specific and different Special Conditions.)*

- 1. _____
- 2. _____
- 3. _____
- 4. _____

GENERAL CONDITIONS OF PERMIT

1. **Use Limitation.** The permitted use: (a) is limited to the purposes and premises herein specified; (b) does not, unless specified in the permit, grant any rights to the use of any water; (c) is subject to existing rights, easement, rights-of-way, or reservations; (d) is subject to the right of CAID to grant other permits for the same premises upon a finding by CAID that the additional use is compatible with the use permitted herein; (e) is subject to applicable laws and agreements between CAID and local, state and federal agencies; and (f) shall not impede CAID, its agents, or assigns from carrying on whatever activities are necessary to: (1) protect and maintain the premises, facilities and adjacent lands administered by CAID and its agencies and (2) manage all resources located on the premises and other CAID right-of-ways. CAID does not, by issuance of any permit, make any representation as to the suitability

of the site for the proposed project, the existence or absence of CAID or other facilities or utilities, or as to any other matter, including legal access to the site or land ownership.

2. Liability for Damages and Indemnification of CAID. CAID shall not be responsible for any loss or damage to property arising from the issuance of this permit, including but not limited to damages to growing crops, animals and machinery; or injury to the Permittee or its associates, officers, agents, employees, or any third parties who are on the premises; or for damages or interference caused by natural phenomena.

THE APPLICANT/PERMITTEE HEREBY AGREES TO INDEMNIFY AND SAVE HARMLESS CAID AND ITS AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITIES, DAMAGES, SUITS, OBLIGATIONS, FINES LOSSES, CLAIMS, ACTIONS, JUDGMENTS, PENALTIES, CHARGES, COSTS OR EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' AND OTHER PROFESSIONAL FEES AND DISBURSEMENTS ARISING OUT OF OR RELATING TO: (I) THE APPLICANT/PERMITTEE'S PROJECT AND ITS INSTALLATION AND ALL WORK RELATED THERETO; (II) THE UNTRUTHFULNESS OR INACCURACY OR INCOMPLETE NATURE OF ANY REPRESENTATION OF THE APPLICANT/PERMITTEE IN THE APPLICATION AND AS MAY BE MADE TO CAID THROUGHOUT THE COURSE OF THE PROJECT OR PERMITTING THEREOF; AND (III) ANY BREACH OR NON-PERFORMANCE BY THE APPLICANT/PERMITTEE OF ANY TERM, CONDITION OR COVENANT TO BE PERFORMED BY IT WHICH IS CONTAINED IN THIS PERMIT OR IN ANY AGREEMENT OR UNDERSTANDING BETWEEN THE PARTIES HERETO THAT RELATES TO THE PROJECT.

3. Operating Rules and Responsibility of Permittee. The Permittee shall keep the premises in a neat and orderly condition at all times and shall comply with all municipal, county, state, and federal laws, rules and regulations applicable to their operations under the permit. Also, the Permittee shall take all reasonable precautions to prevent the occurrence of and escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of fires. The Permittee, by operating on the premises, shall be considered to have knowledge of all the facilities, fixtures, or improvements located on the premises in their existing condition as of the date of this permit and as may be modified from time to time by CAID or others without any notice to Permittee. At the end of the period specified, or upon earlier termination, the Permittee shall give up the premises in like condition as when received except for reasonable wear, tear or damage occurring without fault or negligence of the Permittee. The Permittee will fully repay CAID for any and all damage, directly or indirectly, resulting from the Permittee's negligence or failure to use reasonable care.

4. Revocation. (A) Violation: This permit may be revoked on the tenth day following written notice to the Permittee upon a finding by CAID that the Permittee has violated any of the terms herein or made use of the premises for purposes not herein prescribed: Provided; that if said violation or nonprescribed use of the premises ceases within 10 days of receipt of notice, the Permittee will be allowed to maintain occupancy under this permit. (B) Nonuse and project purposes: This permit may also be revoked with 30 days written notice to the Permittee upon a finding by CAID that: (1) the Permittee has failed to use or discontinued use of the premises, or (2) the premises are needed, in CAID's sole discretion, for CAID project purposes. (C) Possession: Upon any such revocation, CAID by and through any authorized representative may take possession of said premises for its own and sole use.

5. No Waiver. Failure of CAID to insist upon strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or relinquishment of CAID's right to thereafter enforce any of the terms, conditions or requirements of the permit.

6. Termination. Upon termination of this permit, the Permittee shall immediately relinquish possession to CAID. Upon failure to do so, the Permittee shall pay CAID as liquidated damages two hundred dollars (\$200.00) per week for the entire time possession is retained in any manner by the Permittee or Permittee's contractors. The acceptance of any fee for liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an approval of the Permittee's possession.

7. Removal of Permittee's Property. Upon the expiration, termination or revocation of this permit, if all rental charges and damage claims due CAID have been paid, the Permittee may remove all structures, machinery or other property from the premises. Upon failure to remove any of the said property within 60 days of expiration,

termination, or revocation, it shall become the property of CAID and the Permittee shall pay CAID for all expenses related to property removal.

8. Liability. The permitted activities shall be conducted so as not to interfere with the operation, maintenance, and administration of CAID projects. Any additional repairs, maintenance, or expense to CAID as a result of the permitted activities or the project shall be reimbursed to CAID by the Permittee. The Permittee may review such expenses; however CAID's determination of any such expense shall be final and binding upon the parties hereto.

9. Trespass. Any use of the premises not herein permitted shall be considered a trespass. Any violation or trespass on any CAID-operated facilities by the Permittee shall be cause for revocation of this permit. The Permittee shall be liable for any damages resulting therefrom and an approximate charge as determined by the issuing officer shall be made to the Permittee. Any property constructed in trespass shall be considered property of CAID and the Permittee shall pay CAID for all expenses related to property removal and any associated legal costs.

10. Disclosure. Failure to answer all questions fully may delay processing of this application or result in denial of this permit. Information provided will be used as the basis for the issuance of the permit and Special Conditions. In the event there is indicated a violation of a statute, regulation, rule, order or license, whether civil, criminal or regulatory in nature, the requested information may be transferred to the appropriate federal, state, or local agency charged with investigation or processing such violations.

11. Hazardous Materials. The Permittee or his/her contractors shall comply with all applicable federal, state, and local laws and regulations and CAID policies and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in lands, waters or facilities of CAID. "Hazardous materials" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and the regulations associated with this Act. The Permittee may not allow contamination of lands, waters or facilities under CAID's control nor any lands, waters or facilities privately owned in or near the permitted use. The Permittee shall be responsible for hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides, pesticide containers or any other pollutants. The Permittee shall report to CAID within 24 hours of its occurrence, any event which may or does result in pollution or contamination adversely affecting lands, water or facilities under the control of CAID or any lands, water or facilities privately owned in or near the permitted use. Violation of any provision of this section shall constitute grounds for immediate termination of this permit and shall make the Permittee liable for the cost of full and complete remediation and/or restoration of any CAID resources or facilities that are adversely affected as a result of the violation.

12. Copy of Permit to Contractors. The Permittee shall provide a copy of this application and permit to its contractors and subcontractors and require their compliance with the terms set forth herein.

13. Modification to General and Special Conditions. The Permittee agrees that CAID reserves the right to make changes to the general and Special Conditions of the permit at any time upon giving reasonable notice to the Permittee.

RESOLUTION NO. 16-86

A RESOLUTION AUTHORIZING AN APPLICATION FOR ENCROACHMENT WITH THE CASPER-ALCOVA IRRIGATION DISTRICT FOR A NEW SANITARY SEWER MAIN AS PART OF THE 33 MILE SANITARY SEWER PROJECT.

WHEREAS, part of the new sanitary sewer main is going to be installed within Casper-Alcova Irrigation District Easements and Right-of-Ways; and,

WHEREAS, the Casper-Alcova Irrigation District requires the City of Casper to execute an application for encroachment for the work.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute an application for encroachment with the Casper-Alcova Irrigation District for the sanitary sewer main as part of the 33 Mile Sanitary Sewer Main Project.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

March 24, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
David W. Hill, P.E., Asst. Public Services Director – Utilities 
Bruce Martin, Asst. Public Utilities Manager

SUBJECT: Funding Agreement - Natrona County Conservation District

Recommendation:

That Council, by resolution, authorize a funding agreement between the City of Casper and the Natrona County Conservation District (District) in the amount of \$85,000.

Summary:

The District has been partially funded by the City of Casper from 1992 to 2006, in the amount of \$12,500 per year because of Casper's vested interest in water savings projects for the Casper-Alcova Irrigation District (1982 Tri-party Agreement between Casper, Casper-Alcova Irrigation District, and the Bureau of Reclamation for 7,000 acre feet of stored water). Additional monies have been funded by Natrona County over the years. The District has also received grant funding from the Department of Environmental Quality (DEQ) and the Environmental Protection Agency (EPA) Clean Water 319 program, Wyoming Water Development Commission (WWDC), and other grant programs over the years.

In February 2006, the District approached the Casper Public Utilities Advisory Board and requested an increase in Casper's participation to \$25,000 per year due to the increasing number and costs of programs undertaken by the District. This was approved by the Board and the amount of \$25,000 has been included in the Public Utilities budgets. This amount was matched by Natrona County.

In February 2015, the District again approached the Casper Public Utilities Advisory Board and requested an increase in Casper's participation to \$35,000 per year. The additional funding will be used to help pay for increasing costs of programs including cultural resources technical support. In addition, the District requested capital funding in the amount of \$200,000 over a four year period. The capital funding will be used for the installation of pipelines, sprinkler irrigation systems and other Selenium Control Best Management Practices throughout the watershed. This was recommended by the Board and the amount of \$85,000 (\$35,000 for operations; \$50,000 for capital) has been included in the FY16 Public Utilities budgets.

Now that the water savings objectives have been achieved through water conservation projects for the Casper-Alcova Irrigation District, Casper has different vested interests with the District. The Conservation District has been involved, and will continue to be involved, in other programs

beneficial to Casper, especially area wide selenium control best management practices and stream sampling.

The District has partnered with the Casper Alcova Irrigation District (CAID) and the Natural Resource Conservation Service (NRCS) to implement selenium control practices. In 1995, only 10% of the fields in the Kendrick Project Area were irrigated by sprinklers. The remaining fields were irrigated with traditional flood irrigation. To date, approximately 55% of the fields are now under sprinkler irrigation. In addition, a significant footage of open dirt ditch, which transport selenium through the waterways, has been replaced with pipelines.

The District collects over 200 water samples each year and submits them for analysis. Due to improved irrigation practices and reducing the amount of open dirt ditches, there has been a marked decline in the selenium levels found in the watershed.

The District cooperated with the City and the DEQ in the study of the Clean Water Act Total Maximum Daily Load (TMDL) for stream segments of the North Platte River and its tributaries above and through Casper. The District is deeply involved in Best Management Practices (BMPs) for basin wide selenium control. They are also involved in the Stormwater Phase II Implementation for the City of Casper through technical advice and educational programs. They have also been involved with the City in stream restoration projects and received funding from the WWDC for a North Platte River Level I – Watershed Study which will benefit Casper. Please refer to the funding agreement FY15 Annual Report/FY16 Annual Plan (Exhibit “A”) for District goals, objectives, and tasks.

In FY17, it is again planned that the City would provide the operational funding of \$35,000 per year as well as capital funding of \$50,000 per year for District BMP control construction. All efforts by the District to control selenium reaching the North Platte River will assist Casper in the future by reducing regulatory requirements for selenium removal at the Wastewater Treatment Plant. Funding would be included in the FY17 Public Utilities budget.

The Funding Agreement and resolution are prepared for Council’s consideration.

FUNDING AGREEMENT BETWEEN THE CITY OF CASPER AND THE NATRONA COUNTY CONSERVATION DISTRICT

THIS FUNDING AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the CITY OF CASPER, WYOMING, a Municipal Corporation, hereinafter referred to as "City," and NATRONA COUNTY CONSERVATION DISTRICT, hereinafter referred to as "District."

WHEREAS, City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111; and,

WHEREAS, the District and the City desire to enter into a contract for the District to provide the services described in this agreement for the compensation as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth hereunder, the parties agree as follows:

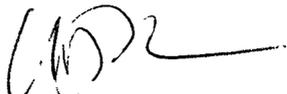
1. The terms of the Agreement shall be for a period of twelve (12) months, commencing April 1, 2016 and terminating March 31, 2017.
2. The parties agree that the total contract price of services to be provided by District, shall be the sum of Eighty-Five Thousand Dollars (\$85,000.00) payable to District, upon receipt of a signed City voucher.
3. District agrees to utilize Thirty-Five Thousand Dollars (\$35,000.00) of the funding provided via this agreement for direct and administrative costs for the purposes expressed in the Natrona County Conservation District FY15 Annual Report/FY16 Annual Plan as attached hereto and incorporated herein (Exhibit "A").
4. District agrees to utilize Fifty Thousand Dollars (\$50,000.00) of the funding provided via this agreement for the implementation of Selenium Control Best Management Practices throughout the watershed as expressed in the Natrona County Conservation District FY15 Annual Report/FY16 Annual Plan as attached hereto and incorporated herein (Exhibit "A").
5. District shall keep and maintain proper records, and shall make an annual financial report to City following the close of the Fiscal Year. District shall make quarterly reports to the City.
6. District agrees to comply with all applicable federal, state, and local laws and regulations and covenants not to discriminate or engage in any practice that has the effect of discriminating against any person on the basis of race, color, national origin, sex, age, or disability, in furnishing or by refusing to furnish to such person or persons the use of any facility or participation in any program including any and

all services, privileges, accommodations, and activities provided thereby. District agrees to give written assurances to City of steps taken to ensure an absence of discrimination against the participants in its programs and activities.

7. District agrees to procure and maintain public liability and property damage insurance in amounts not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), for any claimant for any number of claims arising out of a single transaction or occurrence. Five Hundred Thousand Dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence, and Fifty Thousand Dollars (\$50,000.00) for property damage coverage. All policies shall provide that they are primary coverage without any right of contribution from any other insurance policy or other sources of the City, and that they will not be cancelled without thirty (30) days prior written notice to City. District hereby agrees to provide the City with copies of said insurance policies and/or certificates of insurance attesting to said coverage upon the execution of this agreement. The intent of this section is to insure that sufficient funds are available to fully insure City for the full amounts of its potential liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq. District hereby agrees to carry Workers' Compensation coverage for its employees in the amounts and limits as provided by Wyoming law with proof of coverage being provided the City as provided above.
8. District agrees to promptly pay, as they become due, all claims, debts, and charges, which it may incur as a result of the program herein contained, and shall hold and save City harmless of any such claims and debts.
9. The City and the District do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., and the City and the District specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
10. This Agreement shall be binding upon the parties hereto, their respective successors, and assigns.

EXECUTED the day and year first set forth above.

APPROVED AS TO FORM:



ATTEST:

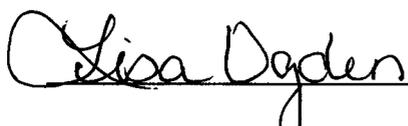
CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

WITNESSETH:

NATRONA COUNTY
CONSERVATION DISTRICT



By: Lisa Ogden District Manager



Bob Shellard
Chairman



NATRONA COUNTY CONSERVATION DISTRICT

REALISTIC & PRACTICAL CONSERVATION AT A LOCAL LEVEL BY LOCAL PEOPLE

NCCD PRIORITIES

- Overall Health of the Watershed
- Water Quality & Quantity
- Proper Soil Management
- Rangeland Quality
- Landowner Education & Assistance
- Local and Realistic Conservation
- Ongoing Partnership Development & Landowner Participation
- Conservation Seedling Tree Program



WORK IN THE WATERSHED

LOWERING SELENIUM CONCENTRATIONS IN THE NORTH PLATTE RIVER



Thanks to a Wyoming Department of Environmental Quality (WDEQ) 319 Grant and NRCS funding through the EQIP program, eight more irrigation projects have been completed this fiscal year. With labor, equipment usage and financial contributions from landowners and Casper Alcova Irrigation District (CAID), 290 acres of previously flood irrigated fields have been converted to more efficient sprinkler and side-roll systems. In addition, 18,916 feet of open ditches have been replaced with 14,483 feet of underground pipeline.

In 1995, only 10% of the irrigated fields in the Kendrick Project Area were irrigated by sprinklers. The remaining were irrigated with traditional flood irrigation. To date, approximately 55% of the irrigated fields are now under sprinkler irrigation. With irrigation upgrades throughout the last decade, there has been a direct correlation with the improved water quality in the watershed, so we are excited to see the water quality report at the end of this year!

Why are these rural irrigation improvements so important to all residents of Natrona County, even urban residents? Due to the listing of the North Platte River and eight other Natrona County waterbodies on WDEQ's Impaired Waters 303(d) List for elevated concentrations of selenium, these waterbodies do not meet the U.S. Environmental Protection Agency's (US EPA) standard for their designated use: cold water game fishery and aquatic life other than fish. Failure to meet the designated use(s) of these waterbodies could result in municipalities within the county being forced to treat excessive selenium concentrations through end-of-pipe water and wastewater treatment plants. The treatment of selenium by municipalities would require expensive and unnecessary updates to treat the selenium-laden water as well as increased fees to water users for each gallon treated.

WATER QUALITY SAMPLING & ANALYSIS

MONTHLY SAMPLING EVENTS

The NCCD continues to collect water quality samples throughout the Middle North Platte Watershed on a monthly basis, to be analyzed for total selenium concentrations. Throughout each year, over 200 samples are submitted for analysis. Since 2001, there is a marked decline in the selenium levels being found in our watershed, due to the landowners and their efforts to conserve water and upgrade from flood irrigation to more efficient sprinklers. Along with these efforts, pipelines are installed where open dirt ditches were previously, limiting how much selenium can be transported from the soil through the waterways. It is so wonderful to see the changes over time due to everyone's efforts and interest in their watershed.



2015 ANNUAL SEEDLING TREE SALES

Natrona County Conservation District's (NCCD) Annual Seedling Tree Sale was a success! Over 4,600 seedling trees were sold to both urban and rural landowners to establish windbreaks, erosion control along river and stream banks and living snow fences.

By fall of 2015, NCCD will have a comprehensive, booklet on the basics of establishing living snow fences and wind breaks. Please enquire at the district office for more information or online at www.nccdwyoing.com.

Thanks to the volunteers that helped us sort and distribute the trees.



SMALL WATER PROJECT PROGRAM

In early 2014, the Level 1 Watershed Study was completed, providing NCCD with an abundance of historical and geo-data for the Middle North Platte Watershed. With the completion of this study, landowners within the study area are eligible to apply for Small Water Project Program (SWPP) funds for cost share assistance through Wyoming Water Development Commission (WWDC) for water development projects. These projects can include development of stock/wildlife wells and tanks, some irrigation projects, spring development and pond or wetland restoration. NCCD has acted as a sponsor on six projects in Natrona County.



NCCD BOARD OF SUPERVISORS

The NCCD is governed by a five-member, publically-elected Board of Supervisors representing both urban and rural interests. As pictured, left to right,

Seated:

- **Lisa Ogden** - District Manager
- **Andy Anderson** - Vice-Chairman
- **Tammy Cobb** - Supervisor

- **Len Camp** - Supervisor
- **Bob Shellard** - Chairman
- **Richard Hallingstad** - Treasurer
- **Kenny Wolfley** - NRCS District Conservationist



SAGE GROUSE MEETING

In March of 2015, NCCD hosted a meeting regarding the Candidate Conservation Agreement

with Assurances (CCAA) led by Leanne Correll of SunAgri, LLC. Approximately 40 landowners learned about the voluntary agreement that can be made between a private landowner and Fish & Wildlife Service whereby private landowners agree to remove or reduce threats to species at risk of being listed under the Endangered Species Act.

PLANS FOR FY2016

WATER QUALITY IMPROVEMENT

The quality and health of the watershed is of utmost importance to the NCCD. Our goal is to see continuing improvement in the levels of selenium that are being transported throughout our watershed. With the improvements in irrigation management throughout the Casper Alcova Irrigation District, NCCD has documented the decline of selenium. In FY2015 alone, through the WDEQ 319 Grant “North Platte River Watershed Project—Segment 1”, as well as partnership with NRCS and CAID, there have been 290 acres converted to sprinkler and 14,483 feet of pipeline installed to close 18,916 feet of dirt ditch.

Segment 1 is due to be complete by 12-31-2015, at which time, NCCD will begin utilizing “North Platte River Watershed Project—Segment 2” funds to continue the work improving the water quality of the watershed—one project at a time.

With Segment 2 funds, we expect to convert another 300 acres and install 20,000 feet of pipeline. NCCD has also been awarded funds from both the City of Casper and Natrona County to be utilized to assist in this effort. NRCS will be working with NCCD, as well, implementing Best Management Projects such as irrigation upgrades, livestock and wildlife watering projects, invasive species removal and conservation plans to improve water and range quality in Natrona County.



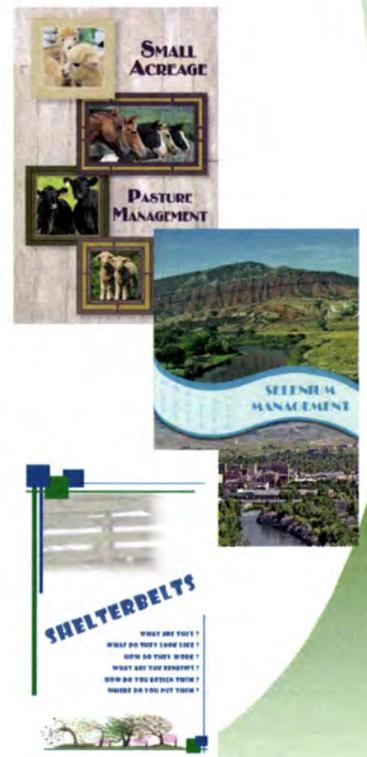
NEW FUNDING OPPORTUNITIES

NCCD will continue to seek out new grants and special project funds to continue the work in the watershed. With the downturn in the economy, funds from all sources are getting tighter. NCCD will be diligent in researching new opportunities to fund these beneficial water quality improvement projects.

EDUCATION

The NCCD, with a grant from Wyoming Department of Agriculture, has produced three educational booklets for residents of Natrona County. The booklets will be distributed by mailing lists, through personal landowner visits, at public meetings, and at the Annual Home and Garden Show. Booklets can also be downloaded from our website, www.nccdwyoming.com.

The booklets are titled “Small Acreage Pasture Management”, “Selenium Management”, and “Shelterbelts”. Call for your hard copy.



OTHER GOALS FOR FY2016

Water Quality -

- ✓ Reach out to landowners that are still utilizing flood irrigation and offer cost effective alternatives.
- ✓ Contract with landowners interested in participating in cost share programs available through NCCD to upgrade irrigation systems and pipelines.
- ✓ Partner with the City of Casper and Natrona County to work collaboratively for the health of the watershed.

Rangeland Quality -

- ✓ Continue promoting the Small Water Project Program (SWPP) and sponsoring landowner's applications through the Wyoming Water Development Commission.
- ✓ Through the SWPP, assist landowners to install livestock and wildlife solar watering wells and tanks, develop springs for livestock watering, and install necessary pipelines.
- ✓ Assist landowners both technically and financially to minimize livestock damage to stream and river banks.

Educational Goals -

- ✓ Provide printed educational materials to both adults and youth, during landowner visits, the NCCD website, the annual Home & Garden Show, or during seminars or presentations either given or hosted by NCCD.
- ✓ Provide technical assistance to landowners as requested, utilizing NRCS as a partner.
- ✓ Work closely with partners to provide unique services and be knowledgeable on partnering agencies' programs.



BUDGET COMPARISONS

	Actual FY2015	Estimated FY2016
Cash & Revenues		
Local	\$ 60,000	\$ 70,000
State	\$ 8,824	\$ 12,870
Retail Sales	\$ 8,645	\$ 10,000
Grants	\$ 125,802	\$ 780,216
Project Funds	\$ -	\$ 100,000
Interest	\$ 97	\$ 176
Subtotal	\$ 203,368	\$ 973,262
Cash Rollover	\$ 26,934	\$ 36,322
Total Cash & Revenues	\$ 230,302	\$ 1,009,584
Expenditures		
Administration	\$ 64,219	\$ 89,118
Operations	\$ 158,381	\$ 900,568
Indirect	\$ 12,035	\$ 19,898
Subtotal	\$ 234,635	\$ 1,009,584
Debts Outstanding	\$ 4,333	
Total Expenditures	\$ 230,302	\$ 1,009,584

NATRONA COUNTY CONSERVATION DISTRICT

5880 ENTERPRISE DRIVE, SUITE 100

CASPER, WYOMING 82609

307.261.5436 EXT. 103

WWW.NCCDWYOMING.COM

RESOLUTION NO. 16-87

A RESOLUTION AUTHORIZING A FUNDING AGREEMENT
BETWEEN THE CITY OF CASPER AND THE NATRONA
COUNTY CONSERVATION DISTRICT.

WHEREAS, the City of Casper has entered into previous funding agreements with the Natrona County Conservation District each year from 1993 through 2015; and,

WHEREAS, the Conservation District, through its programs, will provide benefits to the City of Casper; and,

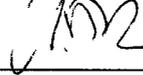
WHEREAS, the City of Casper desires to enter into a new funding agreement with the Natrona County Conservation District.

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 funding agreement between the City of Casper and the Natrona County Conservation District in an amount not to exceed Eighty-Five Thousand Dollars (\$85,000).

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to make verified partial payments to the project as prescribed by the contract for a total amount not to exceed Eighty-Five Thousand Dollars (\$85,000).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

March 9, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: Agreement with Installation and Service Company, Inc.
2016 CPU Asphalt Repair Project 16-001

Recommendation:

That Council, by resolution, authorize an agreement with Installation and Service Company, Inc., for the 2016 Casper Public Utilities (CPU) Asphalt Repair, Project No. 16-001, in the amount of \$332,700, and a contingency amount of \$20,000, for a total contract amount of \$352,700.

Summary:

On March 9, 2016, the City of Casper received four (4) bids for the 2016 CPU Asphalt Repair Project. The bids received are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Installation & Service Co, Inc.	Mills, Wyoming	\$332,700
71 Construction	Casper, Wyoming	\$334,500
Wayne Coleman Construction	Casper, Wyoming	\$345,307
Grizzly Excavation	Casper, Wyoming	\$476,000

The engineer's estimate prepared by the City Engineering Office was \$360,000, with the low bid received at \$332,700. Adding a construction contingency amount of \$20,000 will bring the total contract amount to \$352,700.

The 2016 CPU Asphalt Repair contract includes bid quantities for furnishing and installing asphalt and base course materials and other related work based on scheduled in-house waterline replacement work, as well as an estimated number of water main breaks that may occur. This type of work is anticipated every year as part of ongoing waterline maintenance. The contract includes provisions for the imposition of liquidated damages if the contractor fails to address individual street repair sites in a timely manner.

Funding for this project will be from the Water Fund Reserves allocated to the FY16 CPU Asphalt Repair Project.

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

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

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Installation and Service Co. Inc., PO Box 2938, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper is desirous of repairing asphalt damaged due to the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program; and,

WHEREAS, Installation and Service Co., Inc., is able and willing to provide those services specified as the 2016 CPU Asphalt Repair Project No. 16-001.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2016 CPU Asphalt Repair Project, No. 16-001.

Contractor shall perform all the work required by the Contract Documents for supplying, patching, and finishing of asphalt concrete for street repairs, and rotomilling and repairing of asphalt at various locations throughout the City of Casper and environs, for the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program, for the period of April 15, 2016, through April 14, 2017.

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 Within ten (10) days after the execution of this Agreement, the Owner will provide Contractor a written listing of "winter time" street repair locations, indicating locations requiring repair from the previous winter period as part of this Agreement. The Contractor shall finally complete these "winter time" street asphaltic repairs locations no later than June 15, 2016. The Owner assumes all responsibility for maintenance and traffic control of the "winter time" repair locations until Contractor mobilization to each location, prior to June 16, 2016. Starting June 16, 2016, the Contractor shall assume all responsibilities for any unfinished "winter time" asphaltic repairs, including all maintenance and traffic control. If

the Contractor fails to finally complete any "winter time" street asphaltic repair location by June 15, 2016, liquidated damages as per Article 3.7 shall be invoked.

- 3.2 All asphaltic repairs locations of less than 2,000 square feet associated with the repair program, located throughout the City of Casper and environs, shall be started within seventy-two (72) hours, or three (3) working days, after email notification to Contractor by Owner that the site is ready for repair. If work does not commence within the seventy-two (72) hour or three (3) working day time period, the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept all responsibility for cuts less than 2,000 square feet within seventy-two (72) hours, or three (3) working days, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within ten (10) working days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.3 All asphaltic repairs greater than 2,000 square feet associated with the replacement program, located throughout the City of Casper and environs, shall be started within one hundred and twenty (120) hours or five (5) working days after email notification to Contractor by Owner, that the site is ready for repair. If work does not commence within this time period the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept responsibility for cuts within one hundred and twenty (120) hours or five (5) working days of email notification, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within fifteen (15) days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.4 Any and all asphaltic street repair locations provided to Contractor by Owner between the date of this Agreement and June 15, 2016, shall be simultaneously completed in accordance with Articles 3.1, 3.2, and 3.3, above.
- 3.5 Once the work commences, there shall be no delays. The work shall progress in a timely continuous manner until completion. If the Contractor should discontinue work prior to completion without Owner's approval, it shall result in liquidated damages for delay as agreed in Article 3.7 of the "Agreement Between Owner and Contractor".
- 3.6 If the Contractor, or the City of Casper representative, feels that in order to adequately insure proper repairs to any given asphalt repair, that complete street closure is necessary, it shall be the Contractor's responsibility to notify all affected residences. If the closure affects business, the affected business shall be given a minimum of a 24-hour notice prior to closure.
- 3.7 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 finally completed by the times and schedules specified in Paragraphs 3.1 through 3.5, inclusive, 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 finally completed

on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Fifty Dollars (\$250) for each day that expires after the times specified in Paragraphs 3.1 and 3.2, and Five Hundred Dollars (\$500) for each day that expires after the times specified in Paragraphs 3.3 through 3.5, inclusive, for final completion. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price not to exceed Three Hundred Thirty-Two Thousand Seven Hundred Dollars (\$332,700), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. SUBSTANTIAL COMPLETION

All references in the General Conditions regarding Substantial Completion shall be disregarded, and are not a part of the Contract. All progress payments to the Contractor shall be based upon acceptance of the work as finally complete at each individual work site for street repairs.

ARTICLE 6. 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.

6.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

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

- 6.1.2 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.
 - 6.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 6.2, Final Payment.
 - 6.1.4 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.
- 6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 7. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq, withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000) 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 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 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.
- 8.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the

- work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 8.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 8.5 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.
- 8.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 9. 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:

- 9.1 This Agreement (Pages SFA-1 to SFA-7, inclusive).
- 9.2 Exhibit "A" - Bid Form.
- 9.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 9.4 Addenda No. 0 .
- 9.5 Performance and Payment Bonds.
- 9.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 9.7 Notice of Award.
- 9.8 Notice to Proceed.
- 9.9 Minutes of the Pre-Bid Conference, if any.
- 9.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 9.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).

- 9.12 General Requirements, consisting of seven (7) sections.
- 9.13 Special Provisions, consisting of one (1) section.
- 9.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 9.16 Notice of Substantial Completion.

ARTICLE 10. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 11. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2016.

APPROVED AS TO FORM:
(2016 CPU Asphalt Repair Project No. 16-001)

Walter Trout

CONTRACTOR:

ATTEST:

Installation & Service Co., Inc.
PO Box 2938
Mill, Wyoming 82644

By: _____

By: _____

Title: _____

Title: _____

(2016 CPU Asphalt Repair Project No. 16-001)

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
Tracey L. Belser
Title: City Clerk

By: _____
Daniel Sandoval
Title: Mayor

•

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

PROJECT IDENTIFICATION: City of Casper
 2016 CPU Asphalt Repair
 Project No. 16-001

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 April 14, 2017.

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: \$ 332,700.⁰⁰

TOTAL BASE BID, IN WORDS: Three hundred Thirty two Thousand Seven hundred and 00/100 - - - - - DOLLARS.

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

Address of Bidder: Installation & Service Co, Inc
P.O. Box 2938
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 March 9, _____, 2016.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Installation & Service Co, Inc (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Darryl Spurgin (seal)
Vice President
(Title)

(Seal)

Attest: Judy L. Spurgin

Business Address: P.O. Box 2938
Mills, WY 82644

Phone Number: 307-473-9000

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.)

ITEMIZED BID SCHEDULE
2016 CPU ASPHALT REPAIR PROJECT NO. 16-001
 CASPER PUBLIC SERVICES DEPARTMENT

ABBREVIATIONS

SY = Square yard SYI = Square yard inch CY = Cubic Yard LF = Lineal Feet EA = Each

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
A-1	2,500	SYI	Furnish and install hot mix asphalt for patches less than 200 square feet for <u>Seventeen</u> Dollar(s) and <u>Fifty</u> Cent(s) Per square yard-inch.	17	50	43,750	00
A-2	8,500	SYI	Furnish and install hot mix asphalt for patches between 200 and 2,000 square feet for <u>Ten</u> Dollar(s) and <u>Seventy five</u> Cent(s) per square yard-inch.	10	75	91,375	00
A-3	13,000	SYI	Furnish and install hot mix asphalt for patches greater than 2,000 square feet for <u>Ten</u> Dollar(s) and <u>zero</u> Cent(s) per square yard-inch.	10	00	130,000	00
B-1	850	CY	Furnish and install Type "W" base coarse for patches greater than 2,000 square feet for <u>Forty Seven</u> Dollar(s) and <u>Seven</u> Cent(s) per cubic yard.	47	00	39,950	00

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
C-1	4,000	LF	Rotomill asphalt to a required depth for asphalt repair areas greater than 2,000 square feet for _____ <u>Two</u> Dollar(s) and _____ <u>Seventy five</u> Cent(s) per lineal foot.	2	75	11,000	00
D-1	250	SY	Install geotextile separation fabric for _____ <u>Two</u> Dollar(s) and _____ <u>Fifty</u> Cent(s) per square yard.	2	50	625	00
E-1	10	EA	Furnish and Install concrete manhole collar for _____ <u>Six hundred</u> Dollar(s) and _____ <u>zero</u> Cent(s) per each.	600	00	6,000	00
E-2	25	EA	Furnish and Install concrete valvebox collar for _____ <u>Four hundred</u> Dollar(s) and _____ <u>zero</u> Cent(s) per each.	400	00	10,000	00
TOTAL BASE BID (Addition of Items A-1 through E-2)				332,700.⁰⁰			

Bid Submitted By: Installation & Service Co, Inc
(Name of individual, partnership, corporation or LLC, or joint venture)

RESOLUTION NO. 16-88

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
INSTALLATION AND SERVICE COMPANY, INC., FOR THE 2016
CASPER PUBLIC UTILITIES ASPHALT REPAIR PROJECT.

WHEREAS, the City of Casper desires to contract for street repairs for the 2016 Casper Public Utilities Asphalt Repair Project; and,

WHEREAS, Installation and Service Company, Inc., of Casper, Wyoming, is ready, willing and able to provide those services specified as the 2016 Casper Public Utilities Asphalt Repair Project; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

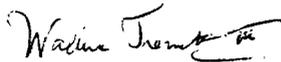
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Installation and Service Company, Inc., Casper, Wyoming, for these services.

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 Three Hundred Thirty-Two Thousand Seven Hundred Dollars (\$332,700), and Twenty Thousand Dollars (\$20,000) for a contingency account, for a total price of Three Hundred Fifty-Two Thousand Seven Hundred Dollars (\$352,700).

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

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

March 25, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Pete Meyers, Assistant Public Services Director
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Mineral Royalties Grant to Support the “K” Street Improvements Project

Recommendation:

That Council, by Resolution, authorize acceptance of a Mineral Royalties Grant (MRG) issued from the Wyoming State Loan and Investment Board (SLIB), in the amount of \$633,110, for “K” Street Reconstruction.

Summary:

On September 15, 2015, Council approved the submission of an application requesting funding to support the renovation and reconstruction of “K” Street from North Center Street to Bryan Stock Trail, which includes the following:

A realignment of a short section of the street to create better pedestrian connectivity; a mill and overlay asphalt surface; replacement of the cast iron water main pipe; installation of storm sewer catch basins and storm sewer lead piping; storm water drainage evaluation from North Elma Street to Bryan Stock Trail; installation of traffic striping, stop bars, crosswalk bars and crosswalk signage, with ADA accessible ramps, at intersections throughout the project area; miscellaneous repairs to sidewalk, curb and gutter and curbwalk.

SLIB awarded \$633,110 toward the above improvements during their January 21, 2016 meeting. The MRG program awards funding every year to support capital investments in Wyoming’s infrastructure and emergency management systems. The total project cost from North Center Street to Bryan Stock Trail is estimated to be \$4,000,000 with construction to be phased over several construction seasons. The first phase of construction will be from North Center Street to North Grant Street.

Funding for the first phase of construction will be from the Mineral Royalties Grant, Water Fund Reserves allocated in FY17 to water repairs, Sewer Fund Reserves allocated in FY17 to sanitary sewer repairs and Optional 1%#15 Sales Tax funds allocated to Arterial and Collector Street Improvements.

The Grant Agreement and resolution are prepared for Council’s consideration.

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD

Grant Agreement

1. **Parties.** The parties to this Agreement are the Wyoming Office of State Lands and Investments (Office of State Lands), whose address is 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, City of Casper (Grantee), whose address is 200 North David Street, Casper, WY 82601.
2. **Purpose of Agreement.** On January 21, 2016, the State Loan and Investment Board (SLIB) approved a grant from Chapter 3, Federal Mineral Royalty Capital Construction Account Grants, up to the amount of Six Hundred Thirty-Three Thousand One Hundred Ten Dollars and 00/100 (\$633,110.00), to be used for the following SLIB-approved project:

K Street Improvement Project

The Office of State Lands administers these types of grants. For the above-named project, this agreement shall set out the grant conditions and instructions on how the Office of State Lands will disburse funds for the project.

Additionally, and although not a condition to receiving grant funding under this agreement, the Office of State Lands highly recommends that the governing body of the Grantee attend "Board Training" and keep in contact with the Wyoming Association of Rural Water Systems and/or the Wyoming Association of Municipalities.

3. **Term of Agreement and Required Approvals.** This agreement is effective when all parties have executed it _____.
4. **Responsibilities of Grantee.** The Grantee agrees:
 - A. **Grantee shall comply with the special conditions set out on Attachment A to this Agreement and incorporated herein by reference.**
 - B. The granted funds are to be spent only for the described purpose or project in the submitted application, and for no other purpose or project.

- C. Requests for disbursements of funds shall be supported by adequate proof submitted by the Grantee showing that such obligations have been incurred for the purpose for which the grant was made, and are then due and owing.
- D. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this agreement, SLIB rules, and all other state and federal laws.
- E. If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the SLIB. The Grantee further agrees to provide the Office of State Lands, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the SLIB within a reasonable time.
- F. The Office of State Lands, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the grant at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- G. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001, Article 10, *Capital Construction Projects Temporary Restrictions*, if receiving funding from Chapter 3 Mineral Royalty Grant Program.

5. **Responsibilities of the Office.** The Office of State Lands agrees:

- A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under SLIB Chapter 3 rules, under this agreement and other state law, and provided further that the Grantee is in compliance with this agreement, SLIB rules, and all other state and federal laws.

6. **Special Provisions.**

- A. **To request reimbursement for eligible expenditures, a Grant Draft Request (GDR) form must be completed, and submitted (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB share, and SLIB share of Engineering.**

- (i) All GDR forms must be signed by your authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the grant draft request form are authorized to sign on behalf of the Grantee. It always remains the responsibility of the Grantee for ensuring that grant funds are spent in accordance with this agreement, and state and federal law.
- (ii) An electronic copy of the GDR form (with or without formulas) is available on our web site, by going to <http://lands.wyo.gov>, clicking on Grants & Loans in the top menu bar, going to “Mineral Royalty Grants” and clicking on “Grant Draft Request”. Then, a “File Download” menu will appear—click on Save, and be sure to note where the file is saved. Open the file that you just saved, click on the tab you would like to view or work with, such as Example GDR with formulas, GDR with Formulas, or GDR without Formulas.
- (iii) The Office of State Lands recommends using the GDR with Formulas, to automatically calculate the SLIB Amount for each invoice. Update the form with the following information:

Grant NO.: MRG-15067 NA.
SLIB: 50%
LOCAL: 50%
Requested By: City of Casper
Project Description: K Street Improvement Project
D. Amount of Funds Approved for Project: \$633,110.00
Amount of Engineering Approved for Project should be: \$126,622.00

In addition, update the following at the bottom of the form:

Type the Name & Title for the By Signature
Type the Name & Title for the Attest Signature
Type the Name of the Contact Person
Type the Phone number of the contact person
Type the e-mail address of the contact person

Print on Legal paper (11” x 14”), attach the invoices in the order they appear on the GDR, original signatures are required.

- (iv) Upon receipt, the Office of State Lands will review for accuracy, eligibility, and submit for processing. Payments will be issued directly from the Wyoming State Auditor’s office, typically on Monday and Thursday of each week.

- (v) To verify a payment, use the on-line payment search at http://sao.state.wy.us/EFT_Search_page.htm, on the State Auditor's website, by selecting "Vendor Payments Search" and entering as much information as possible. (The Office of State Lands is linked to Dept 060, you are the vendor, the Document will begin with the Grant number), click "Submit." Once you have the results, you can click on the titles at the top of the page to sort by column.
- B. Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is 50%.
- C. According to Chapter 3, Section 5(d)(iii), the maximum amount reimbursable for engineering costs is limited to 20% of the grant amount approved, if applicable \$126,622.00.
- D. If the SLIB provides additional funding for this project, the Office of State Lands will recalculate the disbursement percentage and will make disbursements based upon that percentage. The Office of State Lands will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.
- E. For questions about the form, reimbursement process, or eligible items please contact Dawn Karban (dawn.karban1@wyo.gov or 307-777-7309) Cori Phelps (cori.phelps@wyo.gov or 307-777-7453).

7. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the

other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation.

- D. Audit/Access to Records.** The Office of State Lands and its representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.
- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of seven (7) pages and Attachment A, one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- I. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- J. Sovereign Immunity.** The State of Wyoming, the SLIB, the Office of State Lands, and the City of Casper, do not waive their governmental or sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as governmental entities or sovereigns pursuant to Wyo. Stat. § 1-39-101 et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of

sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign or governmental immunity shall be construed in favor of sovereign or governmental immunity.

- K. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- L. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The signatory for the Grantee also hereby certifies that he or she is authorized to sign this Agreement on behalf of the Grantee and bind the Grantee to the terms herein.

The effective date of this Agreement is the date of the signature last affixed to this page.

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS:

Bridget Hill, Director

Date

GRANTEE:
City of Casper

Daniel Sandoval Mayor, City of Casper

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Nicholas, Assistant Attorney General

Date

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD

**Grant Agreement
Attachment A**

Detailed below are the special conditions the Grantee must meet prior to funds being disbursed:

1. It is the applicant's responsibility to secure all pending match funding and provide written proof to OSLI that all funding has been secured and the applicant has a fully funded project by April 30, 2016. Failure to meet the preceding conditions by the deadline renders the grant award null and void as of May 1, 2016.

2. The Grantee shall complete a *Certification Statement* and submit it to the Office of State Lands as soon as possible upon entering into this agreement.

This form can be found on the Office's website by going to <http://lands.state.wy.us>, then clicking on "Grants & Loans", under "Qualifications", then clicking on "Contractors & Design Firms Certification".

The Certification must be submitted prior to submitting the first Grant Draft Request (GDR) or with the first GDR. The Office of State Lands must receive the certification before any GDRs can be reviewed and processed. In addition, the Grantee must reference which grants the completed certification is referencing.

For questions about the Certification, please contact Dawn Karban (dawn.karban1@wyo.gov or 307-777-7309) or Cori Phelps (cori.phelps@wyo.gov or 307-777-7453).

APPROVAL AS TO FORM

I have reviewed the attached *Grant Agreement with Wyoming SLIB for K Street Improvements*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: March 24, 2016

A handwritten signature in cursive script, appearing to read "Wallace Trembath III", written over a horizontal line.

Wallace Trembath III
Assistant City Attorney

Certification Statement
W.S. 16-6-101 & W.S. 16-6-1001

W.S. § 16-6-101, et seq. PREFERENCE FOR RESIDENT CONTRACTORS

If advertisement for bids is required, the Contract shall be let to the responsible certified resident making the lowest bid, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder. "Resident" for this purpose means as defined by W.S. § 16-6-101. A successful resident bidder shall not subcontract more than thirty percent (30%) of the work covered by his contract to nonresident contractors. A resident bidder shall submit a copy of its certificate of residency with its bid.

W.S. § 16-6-1001(2011 Senate File 144) PREFERENCE FOR RESIDENT DESIGN FIRMS

Applicants must comply with all aspects of W.S. § 16-6-1001, if applicable, including but not limited to submitting a plan that promotes the employment of responsible Wyoming resident design firms, including professional architectural and engineering services in the planning and design phases of facilities funded with monies subject to its provisions. Plans are to be submitted to Governor Matthew H. Mead, Capitol Building, Cheyenne, Wyoming 82002

Any funds from the Office of State Lands and Investments for capital construction projects authorized for expenditure after June 30, 2010, which have not been obligated by contract or designed as of January 17, 2011 must provide the signed statement below to the Office of State Lands and Investments with funding applications and prior to reimbursement of expenditures.

I certify to the best of my knowledge and belief that the CITY OF CASPER has
(City, Town, District)
complied with W.S. § 16-6-101 and W.S. § 16-6-1001 (2011 Senate File 144) unless otherwise noted below.

1. W.S. § 16-6-1001 (b)
 Plan submitted to Governor's Office (Date submitted: 3-17-16)

Item #2 and #3 are project specific for:
CWC# _____, MRG# 15067 NA, JPA# _____, CWSRF# _____, DWSRF# _____

2. W.S. § 16-6-1001(a)
 Complied with W.S. § 16-6-1001(a)
 Waiver Approved; attach copy of written documentation provided to Governor and Joint Appropriations Interim Committee with description and detailed reason
 Exempt; attach copy of legal opinion and detailed reason provided to Governor and Joint Appropriations Interim Committee

3. W.S. § 16-6-101
 Complied with W.S. § 16-6-101, et. seq
 Project has not been bid, but will include standard contract language to comply with W.S. § 16-6-101
 Waiver Approved; attach copy of written documentation provided to Governor and Joint Appropriations Interim Committee with description and detailed reason
 Exempt; attach copy of legal opinion and detailed reason provided to Governor and Joint Appropriations Interim Committee

Date: 3/23/16



Signature
City Manager

Title

CITY OF CASPER
Plan to Promote the Employment of Responsible
Wyoming Resident Design Firms as per W.S. 16-6-1001(b)

Effective Date: March 17, 2016

1. Whenever a project is financed with funds from the State of Wyoming that are governed by W.S. 16-6-1001(b), the City of Casper (hereinafter referred to as "City") will provide public notice that it is seeking professional architectural or engineering services for the design of the project. The notice will be published on the City website and/or, at the City's option, in in a newspaper of general circulation in Casper or in Wyoming on at least two (2) different occasions, at least seven (7) days apart.
2. Firms interested in providing the planning and design services for the specific project will be required to respond to and submit a proposal in response to the Request for Proposal. Each firm will provide separate technical and sealed price proposals.
3. The City will select a minimum of three (3) qualified firms to interview. If less than three (3) qualified firms submit a proposal, all qualified firms will be interviewed. Selection criteria for the firms to be interviewed shall include, but are not necessarily limited to, the following:
 - a) Evaluation of the Technical Fee Proposal:
 - i. Project team qualifications.
 - ii. Team management/organization.
 - iii. Ability of firm to recognize design opportunities in the project.
 - iv. Demonstrated design experience.
 - v. Willingness to meet time requirements.
 - vi. Community involvement of the firm.
 - vii. Past performance.
 - viii. Level of services.
 - b) Wyoming residency status. A firm will have Wyoming residency status if it meets the definition and criteria for a resident under W.S. § 16-6-101. The work to be conducted by the firm must be supervised by a professional engineer/architect/geologist/land surveyor licensed in the State of Wyoming.
4. Partnerships between responsible Wyoming design firms, including professional architectural and engineering services, and nonresident firms when necessary to secure specialized services required for a project are allowable. If the partnership wishes to be granted Wyoming residency status, the proposal must specifically request such consideration and identify the extent to which services are provided by each affiliated firm.
5. Upon completion of interviews, one firm will be selected on the basis of their qualifications and fee.



V. H. McDonald
City Manager

RESOLUTION NO. 16-89

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MINERAL ROYALTIES GRANT FROM THE STATE LOAN AND INVESTMENT BOARD FOR THE "K" STREET IMPROVEMENTS PROJECT.

WHEREAS, the City of Casper desires to make improvements to "K" Street, including its surface, sidewalks, sanitary sewers, storm sewers, and water mains; and,

WHEREAS, a Mineral Royalties Grant application submitted by the City of Casper was approved by the Wyoming State Loan and Investment Board during their January 21, 2016 meeting for the "K" Street Improvements Project; and,

WHEREAS, Stipulations of the MRG include completion of construction in phases and a 50% match in funds granted; 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, and the City Clerk to attest, a Mineral Royalties Grant Agreement in the amount of Six Hundred Thirty Three Thousand One Hundred Ten and 00/100 Dollars (\$633,110.00).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

March 23, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: Procurement Agreements
2016 Casper Public Utilities Materials Procurement, Project No. 16-002

Recommendation:

That Council, by two (2) separate resolutions, authorize agreements for the 2016 Casper Public Utilities (CPU) Materials Procurement, with Dana Kepner Company of Wyoming, in the amount of \$14,479.13, and with Waterworks Industries, Inc., in the amount of \$41,258.40, for a total amount of \$55,737.53.

Summary:

Each year, bids are solicited for waterworks materials to be used by the Public Utilities Division, for in-house water main replacement projects and water distribution system maintenance. The procurement documents allow each specified bid schedule to be awarded separately to the lowest bidder for that schedule. Bids were opened for materials for the 2016 CPU Materials Procurement on March 23, 2016, with two (2) bidders responding. The bid results are as follows:

Bid Schedule	Description	Dana Kepner of Wyoming	Waterworks Industries
I	PVC Pipe	*\$8,761.80	\$9,615.00
II	Service Saddles	\$3,982.40	*3,965.90
III	Resilient-Seated Gate Valves	\$11,818.60	*\$11,262.00
IV	Copper & Polyethylene Tubing, Curb & Corp Stops, and Appurtenances	*\$5,717.33	\$5,973.45
V	Extension Curb Boxes	\$9,667.50	*\$8,300.00
VI	Valve Boxes and Lids	\$2,563.71	*\$2,543.25
VII	PVC Pressure Fittings	\$2,945.82	*\$2,675.30
VIII	Tracer Wire & Ground Clamps	\$3,845.85	*\$3,616.25
IX	Ductile Iron Fittings	\$184.24	*\$157.70
X	Tap Saddles	\$380.56	*\$376.00
XI	Fire Hydrants	\$8,684.20	*\$8,362.00
	TOTAL BID AMOUNTS	\$58,552.01	\$56,846.85
	TOTAL RECOMMENDED AWARD AMOUNTS	\$14,479.13	\$41,258.40

*Recommended award amount

Funding for this procurement will be from the Water Revenues allocated in the FY16 Water Budget for materials.

The two Procurement Agreements and two resolutions are prepared for Council's consideration.

STANDARD
PROCUREMENT AGREEMENT
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this ____ day of _____, 2016, between the City of Casper, hereinafter referred to as the "Owner," and Dana Kepner Company of Wyoming, Inc., 1820 S. Loop Avenue, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

2016 CPU Materials Procurement

The following special services are required: Provide specific items identified in Exhibit "A" - Bid Form and Bid Schedule.

Bid Schedule I – PVC Pipe; Bid Schedule IV – Copper & Polyethylene Tubing, Curb and Corp Stops and Appurtenances

ARTICLE 2. ENGINEER.

The Goods have been specified by the City of Casper Engineering Office, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

Casper Public Utilities Garage
1600 Wyoming Boulevard
Casper, WY 82604

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within a period of thirty (30) calendar days subsequent to the Procurement Contract date.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollar(s) (\$200.00) for each day that expires after the time specified in Paragraph 4.1 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Fourteen Thousand Four Hundred Seventy-Nine and 13/100 Dollars (\$14,479.13). See Exhibit "A" - Bid Form and Bid Schedule, Bid Schedule items specified in Article I of this Agreement.

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.

8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.

8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 9. PROCUREMENT DOCUMENTS.

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

9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).

- 9.2 Exhibit "A" - Bid Form, Pages BF-1 through BF-4, and the Bid Schedule, pages 1-3).
- 9.3 Addenda - NA
- 9.4 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.5 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.6 Procurement Specifications bearing the title "2016 CPU Materials Procurement", the contents as listed in the Table of Contents thereof.
- 9.7 Notice of Award.
- 9.8 Documentation submitted by Contractor prior to Notice of Award.
- 9.9 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.10 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.

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

DATED this _____ day of _____, 2016.

APPROVED AS TO FORM:
(Dana Kepner - 2016 CPU Materials Procurement Project No. 16-002)

Walter Thomas

CONTRACTOR:

ATTEST:

Dana Kepner Company of Wyoming, Inc.
1820 South Loop Avenue
Casper, Wyoming 82601

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Tracey L. Belser

Daniel Sandoval

Title: City Clerk

Title: Mayor

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

5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule Page 3 of 3) \$ 58,552.01

TOTAL BASE BID, IN WORDS: Fifty-eight thousand
Five-hundred Fifty-two dollars and one cent DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.

8. Communications concerning this Bid shall be addressed to:

Address of Bidder: Dana Kepner Company of Wyoming, Inc
1820 S. Loop Ave
Casper, WY 82601

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on March 23, 2016.

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Dana Kepner Company of Wyoming, Inc. (seal)
(Name)

Wyoming
(State of Incorporation or Organization)

By: Sherry Ludwig (seal)
Sherry Ludwig
President



(Title) Sarah Osborn - Sarah Osborn

Attest.
Business Address: 1820 S. Loop Ave

Casper, WY 82601
Phone Number: 307-235-1300

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.)

2016 CPU MATERIALS PROCUREMENT

PROJECT 16-002

BID SCHEDULE

March 2016

BID SCHEDULE I - PVC PIPE		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	8" PVC Pipe	LF	1500	\$ 5.38	\$ 8070.00
2	12" PVC Pipe	LF	60	\$ 11.53	\$ 691.80
TOTAL BID SCHEDULE I:					\$ 8761.80

TOTAL IN WORDS: *Eight thousand seven-hundred sixty-one dollars and eighty cents*

BID SCHEDULE II - SERVICE SADDLES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	8" X 3/4"	EA	30	\$ 121.60	\$ 3648.00
2	12" X 1"	EA	2	\$ 167.20	\$ 334.40
TOTAL BID SCHEDULE II:					\$ 3982.40

TOTAL IN WORDS: *Three thousand nine-hundred eighty-two dollars and forty cents*

BID SCHEDULE III - RESILIENT SEATED GATE VALVES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	6	\$ 612.86	\$ 3677.16
2	8" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	8	\$ 1017.68	\$ 8141.44
TOTAL BID SCHEDULE III:					\$ 11,818.60

TOTAL IN WORDS: *Eleven thousand eight-hundred eighteen dollars and sixty cents*

BID SCHEDULE IV - COPPER & POLYETHYLENE TUBING, CURB AND CORP STOPS, & APPURTENANCES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	3/4" Copper Tubing (60' Rolls)	EA	2	\$ 3.01	\$ 361.20
2	2" Copper Tubing (40' Rolls)	EA	1	\$ 10.73	\$ 429.20
3	3/4" Class 200 Polyethylene Pipe (100' Rolls)	EA	1	\$.20	\$ 20.00
4	1" Class 200 Polyethylene Pipe (100' Rolls)	EA	3	\$.42	\$ 126.00
5	3/4" Curb Stop (Cts x Cts)	EA	25	\$ 55.20	\$ 1380.00
6	1" Curb Stop (Cts x Cts)	EA	12	\$ 82.98	\$ 995.76
7	3/4" Corp Stop (CC x Cts)	EA	50	\$ 27.27	\$ 1363.50
8	1" Corp Stop (CC x Cts)	EA	10	\$ 41.09	\$ 410.90
9	3/4" Couplings (Cts x Cts)	EA	35	\$ 15.22	\$ 532.70
10	6" Tie-Back Restraining Rings	EA	3	\$ 32.69	\$ 98.07
TOTAL BID SCHEDULE IV:					\$ 5717.33

TOTAL IN WORDS: *Five thousand seven-hundred seventeen dollars and thirty-three cents*

BID SCHEDULE V - EXTENSION CURB BOXES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	1" x 5'-6" Extension Curb Box with 36" Stainless Steel Rods	EA	100	\$ 44.58	\$ 4458.00
2	1" x 5'-6" Extension Curb Box without Stainless Steel Rods	EA	150	\$ 34.73	\$ 5209.50
TOTAL BID SCHEDULE V:					\$ 9667.50
TOTAL IN WORDS: <i>Nine thousand six-hundred sixty-seven dollars and fifty cents</i>					

BID SCHEDULE VI - VALVE BOXES & LIDS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Center Cushioning Ring - Small	EA	30	\$ 33.75	\$ 1012.50
2	12" Center Extensions	EA	12	\$ 23.53	\$ 282.36
3	Complete Valve Boxes	EA	15	\$ 84.59	\$ 1268.85
TOTAL BID SCHEDULE VI:					\$ 2563.71
TOTAL IN WORDS: <i>Two thousand five-hundred sixty-three dollars and seventy-one cents</i>					

BID SCHEDULE VII - PVC PRESSURE FITTINGS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" PVC Repair Sleeves	EA	8	\$ 41.50	\$ 332.00
2	8" PVC Repair Sleeves	EA	10	\$ 99.82	\$ 998.20
3	8" PVC 11-1/4" Bend	EA	4	\$ 143.91	\$ 575.64
4	8" PVC 22-1/2" Bend	EA	4	\$ 143.91	\$ 575.64
5	6" x 8" PVC Tee	EA	2	\$ 232.17	\$ 464.34
TOTAL BID SCHEDULE VII:					\$ 2945.82
TOTAL IN WORDS: <i>Two thousand nine-hundred forty-five dollars and eighty-two cents</i>					

BID SCHEDULE VIII - TRACER WIRE & GROUND CLAMPS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Solid Core #10 Electrical Tracer Wire (500' Rolls)	EA	5	\$.34	\$ 850.00
2	5# Zinc Anodes	EA	15	\$ 34.91	\$ 523.65
3	18# Zinc Anodes	EA	20	\$ 83.91	\$ 1678.20
4	1/2" - 1" Brass Ground Clamps w/ stainless Steel Screws	EA	200	\$ 3.97	\$ 794.00
TOTAL BID SCHEDULE VIII:					\$ 3845.85
TOTAL IN WORDS: <i>Three thousand eight-hundred forty-five dollars and eighty-five cents</i>					

BID SCHEDULE IX - DUCTILE IRON FITTINGS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" Ductile Iron MJ Caps	EA	2	\$ 35.94	\$ 71.88
2	8" Ductile Iron MJ Caps	EA	2	\$ 56.18	\$ 112.36
TOTAL BID SCHEDULE IX:					\$ 184.24
TOTAL IN WORDS: <i>One hundred eighty-four dollars and twenty-four cents</i>					

BID SCHEDULE X - TAP SADDLES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	4" Flexible Tap Saddle Tee	EA	4	\$ 34.57	\$ 138.28
2	4" Flexible Tap Saddle Wye	EA	6	\$ 40.38	\$ 242.28
TOTAL BID SCHEDULE X:					\$ 380.56

TOTAL IN WORDS: Three hundred eighty dollars and fifty-six cents

BID SCHEDULE XI - FIRE HYDRANTS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Fire Hydrant with Integral Storz Nozzle - 6' Bury	EA	1	\$ 2978.98	\$ 2978.98
2	Fire Hydrant with Integral Storz Nozzle - 6'-6" Bury	EA	2	\$ 2852.61	\$ 5705.22
TOTAL BID SCHEDULE XI:					\$ 8684.20

TOTAL IN WORDS: Eight thousand six hundred eighty-four dollars and twenty cents

TOTAL BASE BID (Addition of Bid Schedule I through XI): \$ 58,552.01

TOTAL BASE BID IN WORDS: Fifty-eight thousand five-hundred fifty-two dollars and one cent

NOTE: The Total Base Bid Amount is to be used for Bid Bond Coverage. The Total Base Bid shall consist of the addition of the complete Bid Schedules (11 each), or in the case of bids submitted for a partial amount of the eleven (11) Schedules, the addition of the Bid Schedule Totals for which bids are submitted.

This bid submitted by: Dana Kepner Company of Wyoming, Inc.
 (Individual, Partnership, Corporation, or Joint Venture Name)

RESOLUTION NO. 16-90

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH DANA KEPNER COMPANY OF WYOMING, FOR THE 2016 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

WHEREAS, the City of Casper desires to procure waterworks materials; and,

WHEREAS, Dana Kepner Company of Wyoming, is ready, willing and able to provide these services; 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 Five Thousand Dollars (\$5,000.00), 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 Dana Kepner Company of Wyoming, in the amount of Fourteen Thousand Four Hundred Seventy-Nine and 13/100 Dollars (\$14,479.13), to furnish waterworks materials.

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 Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

March 23, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
 Jason Knopp, P.E., City Engineer */j*
 Andrew Colling, Engineering Technician

SUBJECT: Procurement Agreements
 2016 Casper Public Utilities Materials Procurement, Project No. 16-002

Recommendation:

That Council, by two (2) separate resolutions, authorize agreements for the 2016 Casper Public Utilities (CPU) Materials Procurement, with Dana Kepner Company of Wyoming, in the amount of \$14,479.13, and with Waterworks Industries, Inc., in the amount of \$41,258.40, for a total amount of \$55,737.53.

Summary:

Each year, bids are solicited for waterworks materials to be used by the Public Utilities Division, for in-house water main replacement projects and water distribution system maintenance. The procurement documents allow each specified bid schedule to be awarded separately to the lowest bidder for that schedule. Bids were opened for materials for the 2016 CPU Materials Procurement on March 23, 2016, with two (2) bidders responding. The bid results are as follows:

Bid Schedule	Description	Dana Kepner of Wyoming	Waterworks Industries
I	PVC Pipe	*\$8,761.80	\$9,615.00
II	Service Saddles	\$3,982.40	*\$3,965.90
III	Resilient-Seated Gate Valves	\$11,818.60	*\$11,262.00
IV	Copper & Polyethylene Tubing, Curb & Corp Stops, and Appurtenances	*\$5,717.33	\$5,973.45
V	Extension Curb Boxes	\$9,667.50	*\$8,300.00
VI	Valve Boxes and Lids	\$2,563.71	*\$2,543.25
VII	PVC Pressure Fittings	\$2,945.82	*\$2,675.30
VIII	Tracer Wire & Ground Clamps	\$3,845.85	*\$3,616.25
IX	Ductile Iron Fittings	\$184.24	*\$157.70
X	Tap Saddles	\$380.56	*\$376.00
XI	Fire Hydrants	\$8,684.20	*\$8,362.00
	TOTAL BID AMOUNTS	\$58,552.01	\$56,846.85
	TOTAL RECOMMENDED AWARD AMOUNTS	\$14,479.13	\$41,258.40

*Recommended award amount

Funding for this procurement will be from the Water Revenues allocated in the FY16 Water Budget for materials.

The two Procurement Agreements and two resolutions are prepared for Council's consideration.

STANDARD
PROCUREMENT AGREEMENT
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this ____ day of _____, 2016, between the City of Casper, hereinafter referred to as the "Owner," and Waterworks Industries, Inc., 1328 West English Avenue, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

2016 CPU Materials Procurement

The following special services are required: Provide specific items identified in Exhibit "A" - Bid Form and Bid Schedule.

Bid Schedule II – Service Saddles; Bid Schedule III – Resilient Seated Gate Valves; Bid Schedule V – Extension Curb Boxes; Bid Schedule VI – Valve Boxes and Lids; Bid Schedule VII – PVC Pressure Fittings; Bid Schedule VIII – Tracer Wire & Ground Clamps; Bid Schedule IX – Ductile Iron Fittings; Bid Schedule X – Tap Saddles; Bid Schedule XI – Fire Hydrants

ARTICLE 2. ENGINEER.

The Goods have been specified by the City of Casper Engineering Office, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

Casper Public Utilities Garage
1600 Wyoming Boulevard
Casper, WY 82604

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within a period of thirty (30) calendar days subsequent to the Procurement Contract date.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollar(s) (\$200.00) for each day that expires after the time specified in Paragraph 4.1 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Forty-One Thousand Two Hundred Fifty-Eight and 40/100 Dollars (\$41,258.40). See Exhibit "A" - Bid Form and Bid Schedule, Bid Schedule items specified in Article 1 of this Agreement .

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.

8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.

8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 9. PROCUREMENT DOCUMENTS.

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

9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).

- 9.2 Exhibit "A" - Bid Form (Pages BF-1 through BF-4, and the Bid Schedule, pages 1-3).
- 9.3 Addenda - NA
- 9.4 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.5 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.6 Procurement Specifications bearing the title "2016 CPU Materials Procurement", the contents as listed in the Table of Contents thereof.
- 9.7 Notice of Award.
- 9.8 Documentation submitted by Contractor prior to Notice of Award.
- 9.9 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.10 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.

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

DATED this _____ day of _____, 2016.

APPROVED AS TO FORM:

(Waterworks Industries - 2016 CPU Materials Procurement Project No. 16-002)

Wallis Fremont

CONTRACTOR:

ATTEST:

Waterworks Industries, Inc.
1328 West English Avenue
Casper, Wyoming 82602

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Tracey L. Belser

Daniel Sandoval

Title: City Clerk

Title: Mayor

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person or business entity; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person or business entity to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City; and,
5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule Page 3 of 3) \$ 56,846.85

TOTAL BASE BID, IN WORDS: FIFTY-SIX THOUSAND EIGHT HUNDRED

FORTY-SIX DOLLARS & EIGHTY FIVE CENTS DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.
8. Communications concerning this Bid shall be addressed to:

Address of Bidder: FERGUSON ENTERPRISES, INC. DBA WATERWORKS INDUSTRIES
ATTN: ED SOMMERS
1328 WEST ENGLISH AVENUE
CASPER, WY 82602

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on MARCH 23, 2016.

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
 (Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Ferguson Enterprises, Inc. dba Waterworks Industries
(Name)

Virginia
(State of Incorporation or Organization)

By: R. Chris Nelson

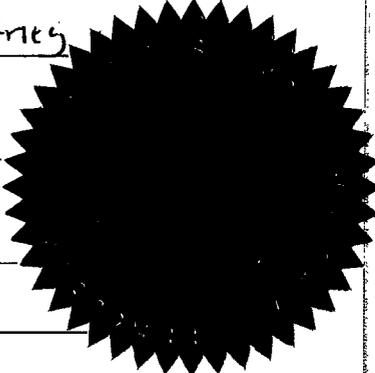
General Manager
(Title)

(Seal)

Attest: Dustin Hunt

Business Address: 1328 U English Ave
Casper WY 82601

Phone Number: 307-233-6395



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.)

2016 CPU MATERIALS PROCUREMENT
PROJECT 16-002
BID SCHEDULE
March 2016

BID SCHEDULE I - PVC PIPE		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	8" PVC Pipe	LF	1500	\$ 5.90	\$ 8,850.00
2	12" PVC Pipe	LF	60	\$ 12.75	\$ 765.00
TOTAL BID SCHEDULE I:					\$ 9,615.00
TOTAL IN WORDS: NINE THOUSAND SIX HUNDRED FIFTEEN DOLLARS & NO CENTS					

BID SCHEDULE II- SERVICE SADDLES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	8" X 3/4"	EA	30	\$ 121.00	\$ 3,630.00
2	12" X 1"	EA	2	\$ 167.95	\$ 335.90
TOTAL BID SCHEDULE II:					\$ 3,965.90
TOTAL IN WORDS: THREE THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS & NINETY CENTS					

BID SCHEDULE III - RESILIENT SEATED GATE VALVES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	6	\$ 633.00	\$ 3,798.00
2	8" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	8	\$ 933.00	\$ 7,464.00
TOTAL BID SCHEDULE III:					\$ 11,262.00
TOTAL IN WORDS: ELEVEN THOUSAND TWO HUNDRED SIXTY-TWO DOLLARS & NO CENTS					

BID SCHEDULE IV - COPPER & POLYETHYLENE TUBING, CURB AND CORP STOPS, & APPURTENANCES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	3/4" Copper Tubing (60' Rolls)	EA	2	\$ 153.60	\$ 307.20
2	2" Copper Tubing (40' Rolls)	EA	1	\$ 332.00	\$ 332.00
3	3/4" Class 200 Polyethylene Pipe (100' Rolls)	EA	1	\$ 23.00	\$ 23.00
4	1" Class 200 Polyethylene Pipe (100' Rolls)	EA	3	\$ 38.00	\$ 114.00
5	3/4" Curb Stop (Cts x Cts)	EA	25	\$ 52.00	\$ 1,300.00
6	1" Curb Stop (Cts x Cts)	EA	12	\$ 78.00	\$ 936.00
7	3/4" Corp Stop (CC x Cts)	EA	50	\$ 37.00	\$ 1,850.00
8	1" Corp Stop (CC x Cts)	EA	10	\$ 49.00	\$ 490.00
9	3/4" Couplings (Cts x Cts)	EA	35	\$ 14.00	\$ 490.00
10	6" Tie-Back Restraining Rings	EA	3	\$ 43.75	\$ 131.25
TOTAL BID SCHEDULE IV:					\$ 5,973.45
TOTAL IN WORDS: FIVE THOUSAND NINE HUNDRED SEVENTY-THREE DOLLARS & FORTY-FIVE CENTS					

BID SCHEDULE V - EXTENSION CURB BOXES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	1" x 5'-6" Extension Curb Box with 36" Stainless Steel Rods	EA	100	\$ 44.00	\$ 4,400.00
2	1" x 5'-6" Extension Curb Box without Stainless Steel Rods	EA	150	\$ 26.00	\$ 3,900.00
TOTAL BID SCHEDULE V:					\$ 8,300.00
TOTAL IN WORDS: EIGHT THOUSAND THREE HUNDRED DOLLARS & NO CENTS					

BID SCHEDULE VI - VALVE BOXES & LIDS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Center Cushioning Ring - Small	EA	30	\$ 33.00	\$ 990.00
2	12" Center Extensions	EA	12	\$ 33.50	\$ 402.00
3	Complete Valve Boxes	EA	15	\$ 76.75	\$ 1,151.25
TOTAL BID SCHEDULE VI:					\$ 2,543.25
TOTAL IN WORDS: TWO THOUSAND FIVE HUNDRED FORTY-THREE DOLLARS & TWENTY-FIVE CENTS					

BID SCHEDULE VII - PVC PRESSURE FITTINGS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" PVC Repair Sleeves	EA	8	\$ 37.90	\$ 303.20
2	8" PVC Repair Sleeves	EA	10	\$ 89.35	\$ 893.50
3	8" PVC 11-1/4" Bend	EA	4	\$ 131.70	\$ 526.80
4	8" PVC 22-1/2" Bend	EA	4	\$ 131.70	\$ 526.80
5	6" x 8" PVC Tee	EA	2	\$ 212.50	\$ 425.00
TOTAL BID SCHEDULE VII:					\$ 2,675.30
TOTAL IN WORDS: TWO THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS & THIRTY CENTS					

BID SCHEDULE VIII - TRACER WIRE & GROUND CLAMPS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Solid Core #10 Electrical Tracer Wire (500' Rolls)	EA	5	\$ 140.00	\$ 700.00
2	5# Zinc Anodes	EA	15	\$ 32.75	\$ 491.25
3	18# Zinc Anodes	EA	20	\$ 88.75	\$ 1,775.00
4	1/2" - 1" Brass Ground Clamps w/ stainless Steel Screws	EA	200	\$ 3.25	\$ 650.00
TOTAL BID SCHEDULE VIII:					\$ 3,616.25
TOTAL IN WORDS: THREE THOUSAND SIX HUNDRED SIXTEEN DOLLARS & TWENTY-FIVE CENTS					

BID SCHEDULE IX - DUCTILE IRON FITTINGS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" Ductile Iron MJ Caps	EA	2	\$ 29.85	\$ 59.70
2	8" Ductile Iron MJ Caps	EA	2	\$ 49.00	\$ 98.00
TOTAL BID SCHEDULE IX:					\$ 157.70
TOTAL IN WORDS: ONE HUNDRED FIFTY-SEVEN DOLLARS & SEVENTY CENTS					

BID SCHEDULE X - TAP SADDLES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	4" Flexible Tap Saddle Tee	EA	4	\$ 34.00	\$ 136.00
2	4" Flexible Tap Saddle Wye	EA	6	\$ 40.00	\$ 240.00
TOTAL BID SCHEDULE X:					\$ 376.00
TOTAL IN WORDS: THREE HUNDRED SEVENTY-SIX DOLLARS & NO CENTS					
BID SCHEDULE XI - FIRE HYDRANTS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Fire Hydrant with Integral Storz Nozzle - 6' Bury	EA	1	\$ 2,754.00	\$ 2,754.00
2	Fire Hydrant with Integral Storz Nozzle - 6'-6" Bury	EA	2	\$ 2,804.00	\$ 5,608.00
TOTAL BID SCHEDULE XI:					\$ 8,362.00
TOTAL IN WORDS: EIGHT THOUSAND THREE HUNDRED SIXTY-TWO DOLLARS & NO CENTS					

TOTAL BASE BID (Addition of Bid Schedule I through XI): \$ 56,846.85

TOTAL BASE BID IN WORDS: FIFTY-SIX THOUSAND EIGHT HUNDRED FORTY-SIX DOLLARS & EIGHTY-FIVE CENTS

NOTE: The Total Base Bid Amount is to be used for Bid Bond Coverage. The Total Base Bid shall consist of the addition of the complete Bid Schedules (11 each), or in the case of bids submitted for a partial amount of the eleven (11) Schedules, the addition of the Bid Schedule Totals for which bids are submitted.

This bid submitted by: Ferguson Enterprises, Inc. DBA Waterworks Industries
 (Individual, Partnership, Corporation, or Joint Venture Name)

RESOLUTION NO. 16-91

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH WATERWORKS INDUSTRIES, INC., FOR THE 2016 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

WHEREAS, the City of Casper desires to procure waterworks materials; and,

WHEREAS, Waterworks Industries, Inc., Casper, Wyoming, is ready, willing and able to provide these services; 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 Five Thousand Dollars (\$5,000.00), 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 Waterworks Industries, Inc., Casper, Wyoming, in the amount of Forty-One Thousand Two Hundred Fifty-Eight and 40/100 Dollars (\$41,258.40), to furnish waterworks materials.

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 Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:



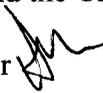
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

March 29, 2016

MEMO TO: His Honor Mayor Sandoval and the City Council
FROM: V.H. McDonald, City Manager 
SUBJECT: Resolution for the Studying of the Challenges Facing the Natrona
County Public Library

Recommendation:

That the City Council pass a joint resolution between Natrona County, the City of Casper and the Natrona County School District to study the challenges facing the Natrona County Public Library.

Summary:

On May 5th, 2015 the Casper City Council and the Natrona County Board of County Commissioners passed a joint resolution (City of Casper Resolution Number 15-117) to establish a six member committee of Commissioners and Council Members to explore the challenges in funding the public library. The Committee consists of two Commissioners and four Council Members.

As the Committee began to work on its charged task, committee members determined that it would be beneficial for representatives of the Natrona County School Board to be on the committee. To that end, a second resolution has been drafted to be considered by the three entities providing that the Natrona County School Board appoint two members from the Board to the Committee.

RESOLUTION NO. 16-92

JOINT NATRONA COUNTY, CITY OF CASPER, NATRONA COUNTY SCHOOL
DISTRICT BOARD RESOLUTION
TO STUDY THE CHALLENGES FACING THE PUBLIC LIBRARY

WHEREAS, the Natrona County Public Library is a valuable community asset to the citizens of Natrona County and the City of Casper; and

WHEREAS, approximately 70% of the residents of Natrona County currently hold library cards and there were over 365,000 visits to the library last year; and

WHEREAS over 10,000 Natrona County School District students were provided services by the library last year; and

WHEREAS, a public library is crucial to for the support of a diversified economy and for economic development in Casper and Natrona County; and

WHEREAS, the current Natrona County Public Library building is very old and the needs of a vibrant library system can no longer be served from the building as it currently exists; and

WHEREAS, the current building has life-safety issues that must be addressed in the near future; and

WHEREAS, the County Library Board of Directors received a Remediation Planning Study indicating \$3,700,000 will be required to address the life-safety issues that currently exist in the library building; and

WHEREAS, even if the life-safety issues were to be resolved, the library building may still not meet the needs of the community.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Natrona County, Wyoming (the "BOCC"), the City Council of the City of Casper, and the Natrona County School District Board of Trustees hereby acknowledge and recognize the need to study the challenges facing the public library.

BE IT FURTHER RESOLVED that the BOCC, the City Council of the City of Casper, and the Natrona County School District Board of Trustees shall appoint a joint committee of eight (8) members to study the challenges facing the public library.

BE IT FURTHER RESOLVED that the BOCC shall appoint two members of the committee, the Casper City Council shall appoint four members of the committee, and the Natrona County School District Board of Trustees shall appoint two members of the committee.

BE IT FURTHER RESOLVED that this resolution may be executed in counterparts by the BOCC, the City of Casper, and the Natrona County School Board, which shall then be effective upon execution of each counterpart by each party.

DATED this ____ day of April, 2016.

THE BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

Forrest Chadwick, Chairman

ATTEST:

County Clerk

CITY OF CASPER, WYOMING

Daniel Sandoval, Mayor

ATTEST:

City Clerk

NATRONA COUNTY SCHOOL DISTRICT
BOARD OF TRUSTEES

Kevin Christopherson, Chairman

ATTEST:

Clerk

Approved as to form:

County Attorney



City Attorney

NCSD Attorney

March 10, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Assistant City Manger *TB*
Jason Shellabarger, Fleet Maintenance Manager *J.S.*

SUBJECT: Authorize Purchase of one (1) used Ice Resurfacer

Recommendation:

That Council, by minute action, authorize the purchase of one (1) used Olympia, Millennium 800, Ice Resurfacer from CMI-Teco, Casper, Wyoming, to be used at the City of Casper Ice Arena Section for the Leisure Services Department, in the amount of \$78,392.00.

Summary:

Quotes were received on February 23, 2016, for one (1) used Ice Resurfacer. The following bids were supplied by local vendors as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Trade-In</u>	<u>Total</u>
(1) Used Olympia Millennium 800 (black) model year 2012 unit 450 hours one year warranty	CMI-Teco	\$78,392.00	N/A	\$78,392.00
(1) Used Olympia Millennium 800 (blue) model year 2012 unit 450 hours one year warranty	CMI-Teco	\$78,392.00	N/A	\$78,392.00
(1) Used Zamboni 525 model year 2008 partially refurbished unit 4,400 hours six month parts only warranty	Jack's Truck	\$44,550.00	N/A	\$44,550.00

The recommended purchase of the Olympia Ice Resurfacer meets all of the required specifications. The low quote of the Zamboni 525 machine would require a propane conversion kit to be installed at an estimated cost of \$7,000, and the machine would still not be large enough to support the ice needs at the Casper Event Center. Based on the value and useful life remaining, the Olympia is the recommended unit for this purchase.

This Leisure Services Department equipment purchase is funded through the General Fund Reserves allocated in FY16.

March 14, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Assistant City Manger 
Jason Shellabarger, Fleet Maintenance Manager 

SUBJECT: Authorize Purchase of one (1) used 40 Ton Articulated Dump Truck

Recommendation:

That Council, by minute action, authorize the purchase of one (1) used 40 ton articulated dump truck, from Tri-State Truck and Equipment, Casper, Wyoming, to be used in the Solid Waste Division of the Public Service Department, in the amount of \$388,270.00.

Summary:

This articulated dump truck is to be used as a backup for critical operations at the landfill. Quotes were received on March 11, 2016, for one (1) used 40 ton articulated dump truck from three (3) local vendors. The quotes were as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Trade-In</u>	<u>Total</u>
(1) Used Volvo A40F Model/Year 2013 2,647 hours	Tri-State	\$388,270.00	N/A	\$388,270.00
(1) Used John Deere 410E Model/Year 2012 2,688 hours	Honnen	\$399,581.89	N/A	\$399,581.89
(1) Used Caterpillar 740 Model/Year 2011 4,350 hours	Wyoming Machinery	\$344,430.00	N/A	\$344,430.00

The recommended purchase of the Volvo A40F meets all of the required specifications. The Volvo machine is the newest machine with the least amount of hours quoted. Based on the value and useful life remaining, the Volvo is the recommended machine for this purchase.

This purchase is funded by the Solid Waste Division, Balefill Reserves.

March 23, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Assistant City Manager *JB*
Jason C. Shellabarger, Fleet Maintenance Manager *JS*

SUBJECT: Authorize Purchase of one (1) used Wide Area Mower

Recommendation:

That Council, by minute action, authorize the purchase of one (1) used John Deere 1600 Turbo Series II, from Stotz Equipment, Casper, Wyoming, to be used in the Parks Division of the Public Services Department, in the amount of \$45,000.00, before trade-in allowance.

Summary:

Quotes were requested for one (1) used Wide Area Mower, from local dealers. On March 14, 2016, quotes were received from Stotz Equipment, and Midland Implement. The quotes are as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Trade-In</u>	<u>Total</u>
(1) Used John Deere 1600 Turbo Series II	Stotz	\$45,000.00	\$2,500.00	\$42,500.00
(1)Used Toro 4100D	Midland	\$48,945.00	\$2,000.00	\$46,945.00

The recommended John Deere 1600 Turbo Series II is a demo unit with less than 20 hours and will come with full factory warranty. This mower meets all the necessary specifications and will replace unit #083263.

This Parks Department Purchase will be funded by Optional One Cent #15 Sales Tax.