

REGULAR COUNCIL MEETING  
Tuesday, June 20, 2017  
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. Public Hearing Comments and Presentations will be Limited to Five Minutes or Less per Person. No Duplication of Speakers will be Allowed.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JUNE 6, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JUNE 13, 2017
4. CONSIDERATION OF BILLS AND CLAIMS
5. BRIGHT SPOTS IN OUR COMMUNITY – LEMONADE DAY

6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish July 5, 2017, as the Public Hearing Date for Consideration of:
  - a. **Generation Casper Comprehensive Land Use Plan.**
  - b. Real Estate Trade Agreement between the City and **Fire Station Limited Partnership**, to Trade Real Properties Located in **Block 1 of the Casper Subdivision.**
  - c. New **Restaurant Liquor License No. 34** for New Chopstix Asian Bistro Casper, Inc. d.b.a. **New Chopstix Asian Bistro Casper, Inc.**, Located at 1937 East 2<sup>nd</sup> Street.

7. PUBLIC HEARINGS

A. Resolution

1. Fiscal Year 2017 **Budget Amendments.**
2. **Adoption** of the Fiscal Year 2018 Budget.

8. THIRD READING ORDINANCES

A. **Alcohol Ordinance Changes** Pertaining to **Dispensing Rooms.**

B. Consent

1. **Amendment of Section 2.04.060** of the Casper Municipal Code to Provide for **Holiday Adjustment of Council Meeting Dates.**

9. RESOLUTIONS

A. Authorizing **Employment Agreement** to Employ **James Carter Napier** as City Manager for the City of Casper.

B. Consent

1. Authorize a Contract for Professional Services with the **Casper Area Transportation Coalition** for **Transit Operations** in an Amount not to Exceed \$2,021,283.
2. Authorize a Lease for the Use of Certain **City-Owned Vehicles** to **Casper Area Transportation Coalition, Inc.**, A Wyoming Non-Profit Corporation, for the Transportation of the Elderly, Disabled, and General Public, in an Amount of \$25, Commencing July 1, 2017 through June 30, 2017.

9. RESOLUTIONS (continued)

B. Consent

3. Authorize a Lease with **Casper Area Transportation Coalition, Inc.**, a Wyoming Non-Profit Corporation, for **Two Buildings, Parking Area and Adjacent Land at 1715 East 4<sup>th</sup> Street**, in an Amount of \$8,436, Commencing July 1, 2017 through June 30, 2017.
4. Approving the **Vacation and Replat** of the West ½ of Bock 75, Except Lot 4, Casper Addition, as **ANB Bank Addition**; and the Associated **Subdivision Agreement**.
5. Authorizing Consent to the Sublease of License Agreement between the City of Casper and **NCWPCS PL 33-Year Sites Tower Holdings LLC** (an AT&T Entity) for a **Cell Tower at 1903 North Poplar Street**.
6. Approval of **Weed and Litter Contracts** with **All Trees, LLC**, for Clean-up of Weeds, Grass Cuttings, and Trash Covered Properties.
7. Approval of **Weed and Litter Contracts** with **B&B Sales and Services**, for Clean-up of Weeds, Grass Cuttings, and Trash Covered Properties.
8. Approving a **Natrona County Plat “Opportunity Subdivision.”**
9. Authorizing Right-Of-Way Easement with **Michael L. Wergin and Jo Ann Humphrey**, in the Amount of \$9,166.96, for the **West Casper Zone 2 Water System Improvements Project**.
10. Authorizing Right-Of-Way Easement with **Larry Skiles and Laura Skiles**, in the Amount of \$6,500, for the **West Casper Zone 2 Water System Improvements Project**.
11. Authorizing Agreement with **Hedquist Construction, Inc.**, in the Amount of \$304,715, for the **Robertson Road South Pathway Project**.
12. Authorizing Agreement with **Andreen Hunt Construction, Inc.**, in the Amount of \$3,624,872, for the **East Casper Zone III Water System Improvements Project**.
13. Terminating the Concessionaire Lease Agreement with Jere & Al, LLC, DBA **Caddie Shack Restaurant** for the **Second Floor of the Clubhouse at the Casper Municipal Golf Course**.
14. Authorizing Agreement with **Installation & Service Company, Inc.**, in the Amount of \$390,000, for the **East 26<sup>th</sup> Street Improvements Project**.
15. Authorizing Agreement with **Treto Construction LLC**, in the Amount of \$600,000, for the **Columbine Street Improvements Project**.

9. RESOLUTIONS (continued)

B. Consent

16. Authorizing Agreement with **Natrona County, Town of Mills, Town of Evansville, and Town of Bar Nunn** for **Animal Control Services with Metro Animal Services** for the Period July 1, 2017 through June 30, 2020.

17. Authorizing **Amendment No. 4** to the **Natrona County Travel and Tourism Joint Powers Agreement**.

10. MINUTE ACTION

A. Consent

1. Authorizing BrewStory, LLC, d.b.a. **Frontier Brewing Company**, Located at 117 East 2<sup>nd</sup> Street to **Sell Malt Beverages**.

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, July 5, 2017 – Council Chambers

6:00 p.m. Tuesday, July 18, 2017 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, June 27, 2017 – Council Meeting Room

4:30 p.m. Tuesday, July 11, 2017– Council Meeting Room

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ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS  
 Casper City Hall – Council Chambers  
 June 6, 2017

Casper City Council met in regular session at 6:00 p.m., Tuesday, June 6, 2017. Present: Councilmembers Hopkins, Huckabay, Johnson, Laird, Morgan, Pacheco, Powell, Walsh and Mayor Humphrey.

Mayor Humphrey led the audience in the Pledge of Allegiance.

Moved by Councilmember Pacheco, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the May 16, 2017, regular Council meeting, as published in the Casper-Star Tribune on May 31, 2017. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Morgan, to, by minute action, approve the minutes of the May 19, 2017, special Council meeting, as published in the Casper-Star Tribune on May 29, 2017. Motion passed.

Moved by Councilmember Hopkins, seconded by Councilmember Walsh, to, by minute action, approve the minutes of the May 22, 2017, special Council meeting, as published in the Casper-Star Tribune on May 30, 2017. Motion passed.

Moved by Councilmember Powell, seconded by Councilmember Johnson, to, by minute action, approve payment of the June 6, 2017, bills and claims, as audited by Interim City Manager Becher. Motion passed.

Bills & Claims  
 06/06/17

5TrailsRotary	Services	\$350.00
71Construction	Projects	\$73,347.50
A-1	Services	\$110.00
ACool	Refund	\$5.01
AdvHyd	Svc	\$11,295.11
AGiraldo	Services	\$40.00
AllansConcrete	Services	\$6,640.00
AMBI	Services	\$709.04
Ameritech	Services	\$857.13
APB	training	\$1,284.10
ArrowheadHeating	Services	\$180.00
Balefill	Services	\$88,677.07
BankOfAmerica	Goods	\$292,885.33
BAWardell	Refund	\$7.59
BCoyle	Reimb	\$97.86
BHEnergy	Services	\$17,421.39
BMccloy	Reimb	\$37.15

Brenntag	Goods	\$14,818.39
BypassMobile	Supplies	\$8,035.75
CasperHousingAuth	Projects	\$43,156.34
CasperPubSafetyComm	Services	\$2,497.16
CasperPubUtilities	Services	\$128.15
CATC	Funding	\$128,584.00
Centurylink	Services	\$13,392.41
Ch2mHill	Services	\$18,546.46
CIGNA	Services	\$11,880.05
CityofCasper	Services	\$11,742.34
CivilEngineeringProfessionals	Projects	\$2,925.00
ClimbWy	Funding	\$39,825.75
CobanTech	Services	\$309.00
CollectionCenter	Services	\$925.72
Colorcraft	Services	\$5,020.00
CommTech	Goods	\$2,845.87
CommunityActionPartnership	Funding	\$116,121.11
ContAlcoholMont	Supplies	\$200.00
CsprCommGrnhse	Funding	\$47,840.00
CsprSeniorNtwk	Funding	\$20.00
CsprShootersClb	Refund	\$7,795.01
DaveLodenConstruction	Projects	\$990.00
DbIJsMow	Services	\$215.21
Dell	Goods	\$1,528.26
DeltaConst	Services	\$466,580.40
DeltaDental	Services	\$1,560.60
DesertMtn	Goods	\$58,585.59
DKepnr	Supp	\$45,415.88
DowlHKM	Services	\$997.93
DvdsnFxdMgmt	Services	\$3,630.10
EApplegate	Refund	\$52.63
EngDsgnAssoc	Services	\$250.00
EnvironmentalCivilSolutions	Services	\$3,357.80
FirstCallComm	Supp	\$303.00
FirstData	Services	\$61.44
FirstInterstateBank	Services	\$1,075.83
FirstVetSupply	Goods	\$377.65
FrontierPrecision	Supp	\$483.00
GarlickLaw	Services	\$1,227.93
GMC	Supplies	\$7,485.75
GPCArchtccts	Services	\$5,264.44
GReble	Refund	\$143.60
HaassConstruction	Projects	\$9,685.40
Hach	Goods	\$436.49
HDR Engineering	Projects	\$6,045.33
HighPlainsConstruction	Goods	\$596.24

HilstonAppraisals	Services	\$1,000.00
Homax	Goods	\$51,238.76
HunterIndustrialCorp	Services	\$2,381.37
IndRepairSvc	Supp	\$229.58
IndstrlContnrSvc	Goods	\$3,606.02
ITCElec	Services	\$2,526.00
J Gall	Reimb	\$500.00
JGerhart	Reimb	\$36.74
JMarsh	Refund	\$57.17
JRitchie	Reimb	\$98.00
JSchall	Reimb	\$73.79
JSpeiser	Reimb	\$417.34
JTLGroup	Services	\$1,077.69
KCLorenzen	Refund	\$35.41
KMazza	Refund	\$42.50
KubwaterResources	Goods	\$9,678.02
KWills	Refund	\$50.93
LChristensen	Reimb	\$75.00
LnclnNtlLife	Services	\$277.59
MBakerIntl	Services	\$9,082.45
McMurryReadyMix	Goods	\$1,119.75
MHuynh	Refund	\$51.80
MLankston	Refund	\$8.06
ModernElectric	Services	\$18,423.00
NCConservationDistrict	Funding	\$85,000.00
NCHHealthDept	Funding	\$225.00
NevesUniforms	Goods	\$234.67
O'ConnorCo	Services	\$500.50
OneCallofWy	Services	\$1,047.00
PBeverage	Reimb	\$49.50
PeakGeosolutions	Services	\$1,500.00
PepperTank	Goods	\$920.00
Pepsi	Goods	\$74.65
PostalPros	Services	\$8,717.51
R Schwahn, DVM	Services	\$1,200.00
Raftelis	Services	\$3,132.15
RAtkins	Refund	\$200.00
RecycledMaterials	Services	\$3,550.00
RecyklingIndRepairs	Services	\$33,425.00
RGrant	Reimb	\$65.62
RHunt	Refund	\$51.14
RIhli	Refund	\$55.65
RockyMtnPower	Services	\$77,351.28
RSchulte	Refund	\$36.81
RYoung	Reimb	\$86.13
SamParsonsUpholstery	Services	\$402.25

SBarrett	Reimb	\$46.48
SCSFldSvcs	Refund	\$27.66
SDaley	Reimb	\$208.36
SDunnuck	Reimb	\$146.90
SeniorPatientAdvocates	Services	\$450.00
SGardner	Refund	\$57.51
SIngledeu	Reimb	\$73.80
SkylineRanches	Services	\$100.50
Spectrum	Funding	\$25,295.50
StarLineFeeds	Goods	\$529.20
StarTribune	Services	\$1,926.91
StealthPartnerGroup	Services	\$55,967.14
StellarProgramming	Services	\$2,310.00
StotzEquipment	Goods	\$24,959.11
SWL	Services	\$5,120.00
TADallman	Refund	\$50.93
TElhart	Reimb	\$17.57
TrihydroCorp	Projects	\$19,830.74
TRyan	Refund	\$52.45
TSpargur	Refund	\$77.68
TSparrshott	Speaker	\$2,048.92
UrbanInteractive	Services	\$250.00
VisionServicePlan	Services	\$1,539.60
VSchuler	Reimb	\$792.65
Wamco	Tests	\$2,380.00
WasteWaterTreatment	Funding	\$275,020.55
WERCSCcommunications	Services	\$512.50
WestlandPark	Services	\$613.78
WestPlainsEngineering	Services	\$1,290.00
WHillhouse	Goods	\$64.71
WilliamsPorterDay	Services	\$610.00
WorthingtonLenhart&Carpenter	Services	\$5,526.15
WWohl	Reimb	\$20.00
WyEclipseFestival	Services	\$20,000.00
WyLawEnforcementAcademy	Services	\$550.00
WyRents	Equip	\$35,540.00
YouthCrisisCenter	Funding	\$4,505.51
ZLowndes	Reimb	\$251.69
		\$2,395,579.62

Mayor Humphrey then commended City of Casper Police staff for their involvement in assisting the Glenrock Police Department in the apprehension of an armed suspect. The event occurred in April of 2017 and began with the detainment and ended with the prosecution of the suspect.

Mayor Humphrey thanked staff for serving and protecting our community. She then asked these staff members to come forward to receive certificates of commendation for their exemplary work. In attendance were the following: Sergeant Steven Nunn, Officer Justin Price, Officer Josh Albrecht, Officer Craig Burns, Detective Tiffany Elhart, and Dispatcher Kelle Burger.

Moved by Councilmember Hopkins, seconded by Councilmember Morgan, to, by minute action: establish June 20, 2017, as the public hearing date for the consideration of fiscal year 2017 budget amendments, and the adoption of the fiscal year 2018 budget. Motion passed.

Mayor Humphrey opened the public hearing for the consideration of the Community Development Block Grant 2017-2018 Annual Action Plan.

City Attorney Luben entered two (2) exhibits: correspondence from Joy Clark to Liz Becher, dated May 15, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated April 7, 2017. Interim City Manager Becher provided a brief report.

Joy Clark, City of Casper Community Development Technician, presented information and addressed questions presented by Council regarding the Community Development Block Grant program.

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

Following resolution read:

RESOLUTION NO. 17-96

A RESOLUTION ADOPTING THE 2017-2018 ANNUAL ACTION PLAN, APPROVING THE PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND AUTHORIZING SUBMISSION OF THE SAME TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

Councilmember Johnson presented the foregoing resolution for adoption. Seconded by Councilmember Huckabay. Motion passed.

Following ordinance read:

ORDINANCE NO. 9-17

AN ORDINANCE AMENDING CHAPTER 5 OF THE CASPER MUNICIPAL CODE TO CHANGE THE REQUIREMENTS FOR RESTAURANT DISPENSING ROOMS, REMOVE REFERENCES TO DISPENSING ROOMS FOR VARIOUS TYPES OF LICENSED LIQUOR ESTABLISHMENTS, AND TO APPLY REGULATIONS TO LICENSED BUILDINGS FOR ESTABLISHMENTS WITH RESTAURANT LIQUOR LICENSES, RETAIL LIQUOR LICENSES, RESORT LIQUOR LICENSES, LIMITED RETAIL LIQUOR LICENSES, BAR & GRILL LIQUOR LICENSES, PERMITTED MICROBREWERIES, AND PERMITTED SATELLITE WINERIES.

Councilmember Powell presented the foregoing ordinance, as amended for approval, on second reading. Seconded by Councilmember Johnson. Interim City Manager Becher provided a brief report.

Keith Rolland, 542 S. Durbin, addressed Council in opposition to the ordinance.

Council discussed age restrictions and Training for Intervention Procedures (TIPS) training for servers. City Attorney Luben addressed questions presented by Council regarding the ordinance. Councilmember Walsh voted nay. Motion passed.

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

ORDINANCE NO. 10-17  
AN ORDINANCE AMENDING SECTION 2.04.060 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO REGULAR  
MEETINGS OF THE CASPER CITY COUNCIL.

Councilmember Huckabay presented the foregoing one (1) ordinance for adoption, on second reading, by consent agenda. Seconded by Councilmember Walsh. Motion passed.

Following resolution read:

RESOLUTION NO. 17-98  
A RESOLUTION AUTHORIZING A QUITCLAIM DEED FOR  
CLOSING ON THE SALE OF FIRE STATION NO. 6,  
LOCATED AT 270 VALLEY DRIVE.

Councilmember Johnson presented the foregoing resolution for adoption. Seconded by Councilmember Powell. Interim City Manager Becher provided a brief report.

Council discussed the matter. Craig Collins, Casper City Planner, provided information on the public notice process. Councilmembers Huckabay, Laird, and Morgan voted nay. Motion passed.

Following resolution read:

RESOLUTION NO. 17-99  
A RESOLUTION AUTHORIZING A QUITCLAIM DEED FOR  
CLOSING ON THE SALE OF THE 777 BERNADINE STREET  
PROPERTY, DESCRIBED AS LOTS 24-28, BLOCK 2,  
KEYSTONE ADDITION TO THE CITY OF CASPER.

Councilmember Pacheco presented the foregoing resolution for adoption. Seconded by Councilmember Johnson. Interim City Manager Becher provided a brief report.

Council briefly discussed the matter. City Attorney Luben and Interim City Manager Becher addressed questions about the bidding process and the requirements to place a bid.

Councilmembers Powell and Walsh voted aye. Motion failed.

City Attorney Luben advised Council to formally reject all bids on this property.

Moved by Councilmember Laird, to by minute action, reject all bids for the property at 777 Bernadine Street. Seconded by Councilmember Huckabay. Motion to reject all bids passed.

At 7:04 Councilmember Laird excused himself and left the meeting.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-97

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 2-4 OF MESA ADDITION NO. 9 TO CREATE TWO NEW LOTS IN THE MESA ADDITION NO. 9 SUBDIVISION, LOTS 2A AND 3A.

RESOLUTION NO. 17-100

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION FOR THE LANDMARK DRIVE SURFACE RESTORATION, PROJECT NO. 17-026.

RESOLUTION NO. 17-101

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH DOUBLE D WELDING AND FABRICATION, INC., FOR PROFESSIONAL SERVICES FOR THE WASHINGTON PARK BAND SHELL STAGE EXTENSION PHASE II.

RESOLUTION NO. 17-102

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR DESIGN AND CONSTRUCTION ADMINISTRATION CHARGES FOR THE PLC/SCADA UPGRADE PROJECT.

RESOLUTION NO. 17-103

A RESOLUTION AUTHORIZING AN AGREEMENT WITH FULL CONTACT CONCRETE LLC FOR THE 2ND STREET CONCRETE REPAIRS PROJECT.

RESOLUTION NO. 17-104

A RESOLUTION REMOVING RESTRICTIONS FROM RETAIL LIQUOR LICENSE NO. 21, MODERN ELECTRIC CO., DBA WYOMING BOOTLEGGERS LIQUOR.

RESOLUTION NO. 17-105

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO A CONTRACT WITH DAVIDSON FIXED INCOME MANAGEMENT, INCORPORATED FOR REDUCED INVESTMENT MANAGEMENT SERVICES.

RESOLUTION NO. 17-106

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WYOMING HEALTH FAIRS FOR THE PROVISION OF BIOMETRIC SCREENING SERVICES.

RESOLUTION NO. 17-107

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF SPECTRA TICKETING AGREEMENT TO SPECTRA VENUE MANAGEMENT FOR THE CASPER EVENTS CENTER.

RESOLUTION NO. 17-108

A RESOLUTION TO SUPPORT THE CONTINUING EDUCATION PROGRAM OFFERED BY THE WYOMING ASSOCIATION OF MUNICIPALITIES AND LOCAL TECHNICAL SERVICES A/K/A LEADERSHIP TRAINING SERVICES AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES REGARDING THE PROVISION OF SUCH SERVICES.

Councilmember Morgan presented the foregoing ten (10) resolutions for adoption. Seconded by Councilmember Hopkins. Motion passed.

Moved by Councilmember Walsh, seconded by Councilmember Pacheco, to, by consent minute action, reject the bids on two (2) City-owned properties, and directing staff to re-bid said properties; authorize the purchase of one (1) new duplex 7,000 pound forklift, from Wyoming Machinery Co., in the estimated total amount of \$35,405; authorize purchase of two (2) new front end wheel loaders from Wyoming Machinery Company, in the amount of \$629,714; and acknowledge receipt of and authorizing the inclusion of the fiscal year 2018 Summary Proposed Budget in the minutes, as follows:

City of Casper  
**All Funds Requested Budget Summary  
(Budget Basis) FY 2018**

	<b>FY 2018 Requested</b>
<b>General Fund</b>	\$46,078,329
<b>Capital Projects Funds</b>	
Capital Projects Funds	10,091,160
Capital Equipment	1,894,935
Optional One Cent #13 Sales Tax	1,002,498
Optional One Cent #14 Sales Tax	5,008,837
Optional One Cent #15 Sales Tax	15,367,748
Opportunities Fund	1,099,943

**Enterprise Funds**

Water	18,505,358
Water Treatment Plant	3,108,850
Sewer	6,460,028
Wastewater Treatment Plant	6,381,646
Refuse Collection	7,045,471
Balefill	8,951,582
Casper Events Center	955,395
Golf Course	707,481
Casper Recreation Center	1,066,124
Aquatics	1,039,637
Ice Arena	591,647
Hogadon Ski Area	874,942
Parking Lots	21,335

**Special Revenue Funds**

Weed & Pest Control	659,322
Transit Services	1,997,611
Community Development Block Grant	314,105
Police Grants	772,661
Fire Grants	319,565
Redevelopment Loan Fund	189,000
Revolving Land Fund	262,850
Metropolitan Planning Organization	22,104
Special Reserves	420,281

**Debt Services Funds**

Special Assessments	1,835
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**Internal Services Funds**

Central Garage	2,574,289
Information Technology	1,446,687
Buildings & Structures	829,233
City Hall	291,888
Property & Liability Insurance	1,651,643
Variable Services Fund	724,054

**Trust & Agency Funds**

Perpetual Care	2,655,423
Metro Animal Control	1,354,083
Public Safety Communications	2,557,563
Health Insurance	10,509,932

<b>Total</b>	<b>165,807,075</b>
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**Less Intergovernmental Transactions**

Transfers Out	30,672,076
Internal Services Charges	6,971,997
Administration Fees	-
<b>Total</b>	<b><u>37,644,073</u></b>
<b>Total</b>	<b>\$128,163,002</b>

Motion passed.

Individuals addressing the Council were: Woody Giles, 290 E. Magnolia, regarding property taxes; Keith Rolland, 542 S. Durbin, regarding a petition to change the form of government and passing of the budget; Tasha Blackburn, 2442 Shumway, requesting that TIPS training be required; Richard Weaver, 122 E. Midwest, stating that alcohol education should be a family issue and that cutting the budget is difficult; and Aimee Kidd, 455 Milton, requesting follow-up on the condition of the Verda James overpass.

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, June 13, 2017, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, June 20, 2017, in the Council Chambers.

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

The meeting was adjourned at 7:37 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## 71 CONSTRUCTION, INC.

12503HP 1/2" HOT MIX ASPHALT	\$857.52	
12570HP 1/2" HOT MIX ASPHALT	\$220.86	
12699HP 1/2" HOT MIX ASPHALT	\$862.65	
12735HP 1/2" HOT MIX ASPHALT	\$839.16	
	<b>\$2,780.19</b>	<b>Subtotal for Dept. Streets</b>
	<b>\$2,780.19</b>	<b>Subtotal for Vendor</b>

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

17-05-444 POSTAGE	\$2.38	
	<b>\$2.38</b>	<b>Subtotal for Dept. Balefill</b>
17-05-429 POSTAGE	\$26.43	
	<b>\$26.43</b>	<b>Subtotal for Dept. City Attorney</b>
17-05-433 POSTAGE	\$731.07	
	<b>\$731.07</b>	<b>Subtotal for Dept. Finance</b>
17-05-434 POSTAGE	\$24.59	
	<b>\$24.59</b>	<b>Subtotal for Dept. Fire</b>
17-05-436 POSTAGE	\$3.42	
	<b>\$3.42</b>	<b>Subtotal for Dept. Health Insurance</b>
17-05-442 POSTAGE	\$30.76	
	<b>\$30.76</b>	<b>Subtotal for Dept. Information Services</b>
17-05-437 POSTAGE	\$100.67	
	<b>\$100.67</b>	<b>Subtotal for Dept. Metro Animal</b>
17-05-445 POSTAGE	\$541.65	
	<b>\$541.65</b>	<b>Subtotal for Dept. Police</b>
17-05-443 POSTAGE	\$5.70	
	<b>\$5.70</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
17-05-430 POSTAGE	\$19.54	
	<b>\$19.54</b>	<b>Subtotal for Dept. Refuse Collection</b>
	<b>\$1,486.21</b>	<b>Subtotal for Vendor</b>

## AAA LANDSCAPING

13127 WEED MOWING	\$734.19	
	<b>\$734.19</b>	<b>Subtotal for Dept. Code Enforcement</b>
	<b>\$734.19</b>	<b>Subtotal for Vendor</b>

## ALLIANT INSURANCE SVCS.

613326 INSURANCE & BONDS	\$100.00	
	<b>\$100.00</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
	<b>\$100.00</b>	<b>Subtotal for Vendor</b>

## AMERI-TECH EQUIPMENT CO.

17560 TRASH BINS	\$29,286.49	
17565 TRASH BINS	\$2,738.70	
	<b>\$32,025.19</b>	<b>Subtotal for Dept. Refuse Collection</b>
CASPER-1 DIRECTIONAL ARROW BOARD	\$1,948.88	
	<b>\$1,948.88</b>	<b>Subtotal for Dept. Streets</b>

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## AMERI-TECH EQUIPMENT CO.

**\$33,974.07** Subtotal for Vendor

## ARCADIS U.S., INC.

0847323 ENGINEERING SERVICES

\$2,927.12

**\$2,927.12** Subtotal for Dept. Waste Water

**\$2,927.12** Subtotal for Vendor

## BART WILLADSON

88023 BOOT REIMBURSEMENT

\$40.16

**\$40.16** Subtotal for Dept. Water

**\$40.16** Subtotal for Vendor

## BEN MATTILA

RIN0027784 CLOTHING REIMBURSEMENT

\$213.71

**\$213.71** Subtotal for Dept. Police

**\$213.71** Subtotal for Vendor

## BLACK HILLS ENERGY

AP00018306091718 NATURAL GAS

\$3,456.48

AP00019706091718 NATURAL GAS

\$397.41

**\$3,853.89** Subtotal for Dept. Aquatics

AP00022906091718 NATURAL GAS

\$1,092.32

**\$1,092.32** Subtotal for Dept. Balefill

AP00018706091718 NATURAL GAS

\$61.85

**\$61.85** Subtotal for Dept. Buildings & Structures

AP00019606091718 NATURAL GAS

\$2,885.61

**\$2,885.61** Subtotal for Dept. Casper Events Center

AP00022606091718 NATURAL GAS

\$64.22

**\$64.22** Subtotal for Dept. Cemetery

AP00019006091718 NATURAL GAS

\$115.88

AP00018506091718 NATURAL GAS

\$21.61

AP00018906091718 NATURAL GAS

\$45.38

AP00022706091718 NATURAL GAS

\$1,175.41

**\$1,358.28** Subtotal for Dept. City Hall

AP00018606091718 NATURAL GAS

\$50.17

AP00023006091718 NATURAL GAS

\$397.58

**\$447.75** Subtotal for Dept. Fire

AP00019406091718 NATURAL GAS

\$1,104.03

**\$1,104.03** Subtotal for Dept. Fleet Maintenance

AP00019506091718 NATURAL GAS

\$198.90

**\$198.90** Subtotal for Dept. Fort Caspar

AP00018806091718 NATURAL GAS

\$131.76

**\$131.76** Subtotal for Dept. Golf Course

AP00018406091718 NATURAL GAS

\$539.52

**\$539.52** Subtotal for Dept. Ice Arena

AP00019206091718 NATURAL GAS

\$425.21

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## BLACK HILLS ENERGY

	<b>\$425.21</b>	<b>Subtotal for Dept.</b>	<b>Metro Animal</b>
AP00022206091718 NATURAL GAS	\$65.90		
	<b>\$65.90</b>	<b>Subtotal for Dept.</b>	<b>Parks</b>
AP00019106091718 NATURAL GAS	\$1,012.45		
	<b>\$1,012.45</b>	<b>Subtotal for Dept.</b>	<b>Recreation</b>
AP00019306091718 NATURAL GAS	\$17.39		
	<b>\$17.39</b>	<b>Subtotal for Dept.</b>	<b>Sewer</b>
AP00022806091718 NATURAL GAS	\$4,798.07		
	<b>\$4,798.07</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
AP00023306091718 NATURAL GAS	\$242.92		
AP00023106091718 NATURAL GAS	\$92.51		
	<b>\$335.43</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
	<b>\$18,392.58</b>	<b>Subtotal for Vendor</b>	

## BOUISSEY, AMANDA

0028845464 UTILITY REFUND	\$36.73		
	<b>\$36.73</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
	<b>\$36.73</b>	<b>Subtotal for Vendor</b>	

## BRENNTAG PACIFIC, INC.

BPI734491 CHEMICALS	\$13,873.20		
BPI734492 CHEMICALS	\$13,367.79		
	<b>\$27,240.99</b>	<b>Subtotal for Dept.</b>	<b>Water Treatment Plant</b>
	<b>\$27,240.99</b>	<b>Subtotal for Vendor</b>	

## CARRIE KEITH

RIN0027787 REFUND ADVENTURE CAMP	\$705.00		
	<b>\$705.00</b>	<b>Subtotal for Dept.</b>	<b>Recreation</b>
	<b>\$705.00</b>	<b>Subtotal for Vendor</b>	

## CASELLE, INC.

81061 SUPPORT & MAINTENANCE	\$75.00		
	<b>\$75.00</b>	<b>Subtotal for Dept.</b>	<b>Finance</b>
	<b>\$75.00</b>	<b>Subtotal for Vendor</b>	

## CASPAR BUILDING SYSTEMS, INC.

RIN0027789 FIRE STATION #6	\$157,124.00		
	<b>\$157,124.00</b>	<b>Subtotal for Dept.</b>	<b>Fire</b>
	<b>\$157,124.00</b>	<b>Subtotal for Vendor</b>	

## CASPER PUBLIC UTILITIES

RIN0027738 SEWER	\$21.65		
RIN0027738 SANITATION	\$106.50		
	<b>\$128.15</b>	<b>Subtotal for Dept.</b>	<b>Water Treatment Plant</b>
	<b>\$128.15</b>	<b>Subtotal for Vendor</b>	

## CDW GOVERNMENT, INC.

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## CDW GOVERNMENT, INC.

HQC0725 PANASONIC 4GB MEMORY

\$97.40

**\$97.40** Subtotal for Dept. Streets

**\$97.40** Subtotal for Vendor

## CENTRAL WY. REGIONAL WATER

151295-A CREDIT-WHOLESALE WATER

(\$50,000.00)

152440 WHOLESALE WATER

\$353,351.52

152469 SYSTEM INVESTMENT FEES

\$2,400.00

**\$305,751.52** Subtotal for Dept. Water

**\$305,751.52** Subtotal for Vendor

## CENTURYLINK

RIN0027740 PHONE USE

\$64.45

**\$64.45** Subtotal for Dept. Balefill

RIN0027746 PHONE USE

\$38.46

RIN0027746 PHONE USE

\$125.62

RIN0027746 PHONE USE

\$346.14

**\$510.22** Subtotal for Dept. Casper Events Center

RIN0027769 PHONE USE

\$40.35

**\$40.35** Subtotal for Dept. Cemetery

RIN0027746 PHONE USE

\$34.50

**\$34.50** Subtotal for Dept. City Hall

RIN0027763 PHONE USE

\$64.84

**\$64.84** Subtotal for Dept. Code Enforcement

RIN0027746 PHONE USE

\$23.37

RIN0027746 PHONE USE

\$60.78

RIN0027746 PHONE USE

\$83.08

RIN0027746 PHONE USE

\$38.46

RIN0027746 PHONE USE

\$83.08

RIN0027746 PHONE USE

\$60.78

RIN0027746 PHONE USE

\$60.78

RIN0027746 PHONE USE

\$60.78

RIN0027746 PHONE USE

\$205.71

RIN0027795 PHONE USE

\$64.84

RIN0027746 PHONE USE

\$299.61

RIN0027746 PHONE USE

\$64.84

RIN0027746 PHONE USE

\$299.61

RIN0027746 PHONE USE

\$167.25

RIN0027746 PHONE USE

\$64.84

**\$1,637.81** Subtotal for Dept. Communications Center

AP000057052217 PHONE USE

\$384.31

AP00013206091718 PHONE USE

\$1,799.72

**\$2,184.03** Subtotal for Dept. Finance

RIN0027746 PHONE USE

\$38.46

RIN0027763 PHONE USE

\$64.84

RIN0027763 PHONE USE

\$64.84

RIN0027795 PHONE USE

\$482.37

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## CENTURYLINK

RIN0027746 PHONE USE	\$73.95	
RIN0027746 PHONE USE	\$76.92	
RIN0027746 PHONE USE	\$38.46	
RIN0027746 PHONE USE	\$64.84	
RIN0027746 PHONE USE	\$64.84	
RIN0027746 PHONE USE	\$38.46	
RIN0027769 PHONE USE	\$25.91	
RIN0027746 PHONE USE	\$38.46	
	<b>\$1,072.35</b>	<b>Subtotal for Dept. Fire</b>
RIN0027746 PHONE USE	\$62.80	
RIN0027746 PHONE USE	\$38.46	
	<b>\$101.26</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
RIN0027795 PHONE USE	\$153.98	
	<b>\$153.98</b>	<b>Subtotal for Dept. Metro Animal</b>
RIN0027795 PHONE USE	\$60.78	
RIN0027746 PHONE USE	\$64.84	
	<b>\$125.62</b>	<b>Subtotal for Dept. Parking</b>
RIN0027763 PHONE USE	\$44.30	
RIN0027746 PHONE USE	\$121.57	
	<b>\$165.87</b>	<b>Subtotal for Dept. Parks</b>
RIN0027746 PHONE USE	\$62.80	
RIN0027746 PHONE USE	\$39.21	
RIN0027746 PHONE USE	\$38.46	
RIN0027746 PHONE USE	\$23.17	
RIN0027746 PHONE USE	\$64.84	
	<b>\$228.48</b>	<b>Subtotal for Dept. Police</b>
RIN0027746 PHONE USE	\$38.46	
	<b>\$38.46</b>	<b>Subtotal for Dept. Recreation</b>
RIN0027746 PHONE USE	\$64.84	
RIN0027746 PHONE USE	\$45.35	
RIN0027746 PHONE USE	\$45.35	
	<b>\$155.54</b>	<b>Subtotal for Dept. Streets</b>
RIN0027746 PHONE USE	\$38.22	
RIN0027746 PHONE USE	\$1,772.85	
	<b>\$1,811.07</b>	<b>Subtotal for Dept. Waste Water</b>
RIN0027746 PHONE USE	\$70.92	
RIN0027746 PHONE USE	\$38.46	
RIN0027763 PHONE USE	\$194.52	
	<b>\$303.90</b>	<b>Subtotal for Dept. Water</b>
	<b>\$8,692.73</b>	<b>Subtotal for Vendor</b>

## CH DIAGNOSTIC & CONSULTING SVC., INC.

20170497 EPA COMPLIANCE

\$440.00	
<b>\$440.00</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
<b>\$440.00</b>	<b>Subtotal for Vendor</b>

## CH2M HILL, INC.

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## CH2M HILL, INC.

381106597 PRELIMINARY FACILITIES PLAN

\$25,525.06  
**\$25,525.06** Subtotal for Dept. Waste Water  
**\$25,525.06** Subtotal for Vendor

## CHRIS HADLOCK

RIN0027758 COMPLIANCE FUND REIMBURSEMENT

\$663.09  
**\$663.09** Subtotal for Dept. Police

RIN0027759 ALCOHOL COMPLIANCE

\$577.24

RIN0027759 TOBACCO COMPLIANCE

\$439.55

**\$1,016.79** Subtotal for Dept. Police Grants  
**\$1,679.88** Subtotal for Vendor

## CIGNA HEALTH & LIFE INSURANCE COMPANY

2139343 PLAN ADMIN FEES

\$11,230.73  
**\$11,230.73** Subtotal for Dept. Health Insurance  
**\$11,230.73** Subtotal for Vendor

## CINDY RANDEL

RIN0027714 TUITION REIMBURSEMENT

\$377.60  
**\$377.60** Subtotal for Dept. Police  
**\$377.60** Subtotal for Vendor

## CITY OF CASPER - BALEFILL

1339/152463 SANITATION

\$370.18  
**\$370.18** Subtotal for Dept. Casper Events Center

247/152420-424 SANITATION

\$399.00  
**\$399.00** Subtotal for Dept. Parks

2772/152586 SANITATION

\$7,260.56

2772/152563 SANITATION

\$53,600.00

2772/152467 SANITATION

\$6,237.37

2772/152332/344 SANITATION

\$12,313.53

2772/152410 SANITATION

\$6,996.89

2772/152627 SANITATION

\$7,315.55

2772/152376 SANITATION

\$7,721.16

2772/152514-523 SANITATION

\$6,982.32

2772/152654 SANITATION

\$6,294.24

2772/152557 SANITATION

\$7,962.74

**\$122,684.36** Subtotal for Dept. Refuse Collection

1276/152583 SANITATION

\$148.05

1276/152374 SANITATION

\$157.45

1276/152512 SANITATION

\$123.61

1276/152330 SANITATION

\$1,126.39

**\$1,555.50** Subtotal for Dept. Waste Water

**\$125,009.04** Subtotal for Vendor

## CIVIL ENGINEERING PROFESSIONALS, INC.

15-031-11 DESIGN & CONSTRUCTION ADMIN

\$525.00

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## CIVIL ENGINEERING PROFESSIONALS, INC.

15-046-15 EAST 21ST STREET -	\$525.00	Subtotal for Dept.	Balefill
	\$7,476.80		
17-006-02 MCKINLEY STREET UNDERPASS	\$7,476.80	Subtotal for Dept.	Sewer
	\$7,080.45		
14-066-27 EAST CASPER ZONE III PROJECT	\$7,080.45	Subtotal for Dept.	Streets
14-066-27 EAST CASPER ZONE III PROJECT	\$3,629.44		
	\$7,368.87		
	\$10,998.31	Subtotal for Dept.	Water
	\$26,080.56	Subtotal for Vendor	

## COBAN TECH. INC.

13882 REPLACED MOLEX CABLE	\$309.00		
	\$309.00	Subtotal for Dept.	Police
	\$309.00	Subtotal for Vendor	

## COMMUNICATION TECHNOLOGIES, INC.

77614 REPLACED CPU	\$51.50		
77631 REPLACED SEPERATOR	\$103.00		
77622 REPLACED NULUX PLUG	\$51.50		
77619 REPLACED MOLEX PLUG	\$51.50		
77603 REPLACED MOLEY PLUG	\$103.00		
75818 REPAIRS TO RADIO 00679	\$520.27		
77626 INSTALLED NEW CPU	\$51.50		
77505 SWAPPED COBAN CPU	\$51.50		
	\$983.77	Subtotal for Dept.	Police
77673 NEW FLEET INSTALLATIONS	\$19,380.00		
77679 LT6600 MOUNTING KITS	\$500.00		
	\$19,880.00	Subtotal for Dept.	Police Equipment
	\$20,863.77	Subtotal for Vendor	

## COMTRONIX, INC.

20053494 ALARM MONITORING	\$732.00		
47396 DATE CABLING	\$519.84		
	\$1,251.84	Subtotal for Dept.	Balefill
20053500 ALARM MONITORING	\$119.85		
	\$119.85	Subtotal for Dept.	Police
	\$1,371.69	Subtotal for Vendor	

## CRANE, DUSTIN/EMILY

0028845461 UTILITY REFUND	\$65.00		
	\$65.00	Subtotal for Dept.	Water
	\$65.00	Subtotal for Vendor	

## CRIME SCENE INFORMATION

157-12-063 CRIMESTOPPERS LINE	\$86.25		
	\$86.25	Subtotal for Dept.	Police
	\$86.25	Subtotal for Vendor	

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## DAIGLE LAW GROUP

2075 METH CONFERENCE SPEAKER FEE

\$5,253.22  
**\$5,253.22** Subtotal for Dept. Police Grants  
**\$5,253.22** Subtotal for Vendor

## DAVIDSON FIXED INCOME MGMT.

2017-5CASPER FIXED INCOME MANAGEMENT FEES

\$3,636.20  
**\$3,636.20** Subtotal for Dept. Finance  
**\$3,636.20** Subtotal for Vendor

## DEIDRA ROWE

RIN0027743 TRAVEL EXPENSES

\$107.00  
**\$107.00** Subtotal for Dept. Municipal Court  
**\$107.00** Subtotal for Vendor

## DELL MARKETING LP

10166129540 LICENSE AGREEMENT

\$197.66  
**\$197.66** Subtotal for Dept. Balefill

10165517326 OFFICE PRO PLUS

\$345.47  
**\$345.47** Subtotal for Dept. Buildings & Structures

10165517342 LICENSE AGREEMENT

\$690.94  
**\$690.94** Subtotal for Dept. Fort Caspar

10165517334 OFFICE PRO PLUS

\$435.03  
**\$435.03** Subtotal for Dept. Streets

10165517318 OFFICE PRO PLUS

\$345.47  
**\$345.47** Subtotal for Dept. Water  
**\$2,014.57** Subtotal for Vendor

## DELTA CONSTRUCTION INC

RIN0027753 RETAINAGE

(\$710.05)

RIN0027754 RETAINAGE

\$1,603.65  
**\$893.60** Subtotal for Dept. Capital Projects - Hogadon

RIN0027753 HOGADON LODGE

\$133,919.00  
**\$133,919.00** Subtotal for Dept. Hogadon  
**\$134,812.60** Subtotal for Vendor

## DELTA DENTAL PLAN OF WY.

RIN0027793 DENTAL INSURANCE

\$34,553.02

RIN0027781 DENTAL INSURANCE

\$1,543.60  
**\$36,096.62** Subtotal for Dept. Health Insurance  
**\$36,096.62** Subtotal for Vendor

## DEPT. OF FAMILY SVCS.

0347-APRIL17 PRE HIRE TESTING

\$80.00

0347-JUNE17 PRE HIRE TESTING

\$20.00

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

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## DEVIN CHASE

RIN0027791 METH CONFERENCE SPEAKER FEE

\$960.00  
**\$960.00** Subtotal for Dept. Police Grants  
**\$960.00** Subtotal for Vendor

## DEWALD MASONRY

RIN0027783 PLANTER REPAIR

\$985.00  
**\$985.00** Subtotal for Dept. Property & Liability Insurance  
**\$985.00** Subtotal for Vendor

## DIAMOND VOGEL PAINTS, INC.

101569655 PAINT FOR STRIPING

\$21,210.00  
**\$21,210.00** Subtotal for Dept. Streets  
**\$21,210.00** Subtotal for Vendor

## DIANE SMITH

RIN0027744 TRAVEL EXPENSES

RIN0027745 TRAVEL EXPENSES

\$70.00  
\$94.00  
**\$164.00** Subtotal for Dept. Municipal Court  
**\$164.00** Subtotal for Vendor

## DOOLEY OIL, INC.

81460 DIESEL FUEL

81460 COST ADJUSTMENT

\$17,281.69  
\$0.02  
**\$17,281.71** Subtotal for Dept. Fleet Maintenance  
**\$17,281.71** Subtotal for Vendor

## DOUBLE D WELDING & FABRICATION INC.

4218 REPAIR CRACKS IN BALER

4190 INSTALL NEW 3500 LB AXLES

4214 INSTALL NEW 3500 LB AXLES

4217 REPAIR RECEIVER

\$180.00  
**\$180.00** Subtotal for Dept. Balefill  
\$2,365.00  
\$2,365.00  
\$310.00  
**\$5,040.00** Subtotal for Dept. Fleet Maintenance  
**\$5,220.00** Subtotal for Vendor

## DOWL LLC

5138.26610.01-4 TRAFFIC COUNTS

5138.26610.01-4 TRAFFIC COUNTS

\$17,157.42  
\$1,803.15  
**\$18,960.57** Subtotal for Dept. Metropolitan Planning  
**\$18,960.57** Subtotal for Vendor

## DPC INDUSTRIES, INC.

727000127-17 CHEMICALS

727000135-17 CHEMICALS

\$5,583.61  
\$5,920.39  
**\$11,504.00** Subtotal for Dept. Water Treatment Plant  
**\$11,504.00** Subtotal for Vendor

## ELIZABETH RUD

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## ELIZABETH RUD

RIN0027779 CLOTHING REIMBURSEMENT

\$55.12

**\$55.12** Subtotal for Dept. Refuse Collection

**\$55.12** Subtotal for Vendor

## EMPCO, INC.

4050 ENGINEER EXAMS

\$1,815.00

**\$1,815.00** Subtotal for Dept. Fire

**\$1,815.00** Subtotal for Vendor

## FERGUSON ENTERPRISES, INC.

0656586 INVENTORY PARTS

\$13,566.74

0656586 INVENTORY PARTS

\$7,305.16

CMT0656586 TAX CREDIT

(\$347.86)

CMT0656586 TAX CREDIT

(\$646.04)

**\$19,878.00** Subtotal for Dept. Water

**\$19,878.00** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI1246054 CREDIT CARD FEES

\$3,056.74

**\$3,056.74** Subtotal for Dept. Balefill

REMI1246046 CREDIT CARD FEES

\$100.14

**\$100.14** Subtotal for Dept. Code Enforcement

REMI1246043 CREDIT CARD FEES

\$118.26

**\$118.26** Subtotal for Dept. Engineering

REMI1246058 CREDIT CARD FEES

\$1,589.23

**\$1,589.23** Subtotal for Dept. Finance

REMI1246044 CREDIT CARD FEES

\$54.38

**\$54.38** Subtotal for Dept. Fort Caspar

REMI1246159 CREDIT CARD FEES

\$1,001.28

**\$1,001.28** Subtotal for Dept. Golf Course

REMI1246048 CREDIT CARD FEES

\$24.00

**\$24.00** Subtotal for Dept. Hogadon

REMI1246049 CREDIT CARD FEES

\$63.08

**\$63.08** Subtotal for Dept. Metro Animal

REMI1246050 CREDIT CARD FEES

\$65.31

**\$65.31** Subtotal for Dept. Police

**\$6,072.42** Subtotal for Vendor

## FIRST INTERSTATE BANK

RIN0027765 SERVICE CHARGES

\$1,023.59

RIN0027766 LOCKBOX FEES

\$2,063.93

**\$3,087.52** Subtotal for Dept. Finance

RIN0027756 DEPOSIT SLIPS

\$55.24

**\$55.24** Subtotal for Dept. Fort Caspar

**\$3,142.76** Subtotal for Vendor

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## FIRST INTERSTATE BANK - PETTY CASH

RIN0027698 PETTY CASH

\$54.78  
**\$54.78** Subtotal for Dept. Recreation  
**\$54.78** Subtotal for Vendor

## FISCHER BODY SHOP CORP.

24633 BODY SHOP REPAIRS

\$2,888.71  
**\$2,888.71** Subtotal for Dept. Fleet Maintenance  
**\$2,888.71** Subtotal for Vendor

## FRANCES WILSON

RIN0027776 UTILITY REFUND

\$57.51  
**\$57.51** Subtotal for Dept. Water  
**\$57.51** Subtotal for Vendor

## GABRIEL WILLIAM MADSEN

100 COMPOST YARD IMPROVEMENTS

\$10,000.00  
**\$10,000.00** Subtotal for Dept. Balefill  
**\$10,000.00** Subtotal for Vendor

## GAMETIME

PJI-0053609 RETAINAGE

(\$6,989.65)  
**(\$6,989.65)** Subtotal for Dept. Capital Projects - Parks

PJI-0053609 PLAYGROUND EQUIPMENT

\$3,978.98

PJI-0053609 PLAYGROUND EQUIPMENT

\$76,904.36

PJI-0053609 PLAYGROUND EQUIPMENT

\$35,484.64

PJI-0053609 PLAYGROUND EQUIPMENT IMPROVEME

\$23,425.00

**\$139,792.98** Subtotal for Dept. Parks  
**\$132,803.33** Subtotal for Vendor

## GARY MARSH, INC.

380 COMMISSION FEES

\$14,927.85  
**\$14,927.85** Subtotal for Dept. Golf Course  
**\$14,927.85** Subtotal for Vendor

## GLOBAL SPECTRUM L.P.

201617TS-40 ROTARY CONFERENCE

\$2,000.00

**\$2,000.00** Subtotal for Dept. Casper Events Center

201617TS-41 CNFR INITIAL TICKET FUNDS

\$107,149.00

**\$107,149.00** Subtotal for Dept. Casper Events Center

201617ATM-07 ATM REIMBURSEMENT

\$4,660.00

201617ATM-08 ATM REIMBURSEMENT

\$38,140.00

**\$42,800.00** Subtotal for Dept. Casper Events Center  
**\$151,949.00** Subtotal for Vendor

## GOLDER ASSOCIATES

481627 BALEFILL POST CLOSURE

(\$2,000.00)

483717 ENGINEERING SERVICES

\$2,501.25

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## GOLDER ASSOCIATES

481632 LANDFILL ENVIRONMENTAL	\$4,421.81	
481627 BALEFILL POST CLOSURE	\$4,603.51	
481581 CLOSED BALEFILL POST CLOSURE	\$5,453.31	
	<b>\$14,979.88</b>	Subtotal for Dept. Balefill
	<b>\$14,979.88</b>	Subtotal for Vendor

## GPC ARCHITECTS PLLC

22 HOGADON LODGE	\$3,510.28	
	<b>\$3,510.28</b>	Subtotal for Dept. Hogadon
	<b>\$3,510.28</b>	Subtotal for Vendor

## GRIZZLY EXCAVATING & CONST. LLC.

RIN0027751 RETAINAGE	\$1,102.16	
	<b>\$1,102.16</b>	Subtotal for Dept. Capital Projects - Streets
RIN00277501 RETAINAGE	(\$1,102.16)	
	<b>(\$1,102.16)</b>	Subtotal for Dept. Capital Projects - Streets
RIN00277501 15TH & ELM ST IMPROV. PHASE 2	\$93,418.26	
	<b>\$93,418.26</b>	Subtotal for Dept. Streets
	<b>\$93,418.26</b>	Subtotal for Vendor

## HEDQUIST CONSTRUCTION, INC.

RIN0027786 RETAINAGE RELEASE	\$2,778.75	
	<b>\$2,778.75</b>	Subtotal for Dept. Capital Projects - Engineering
RIN0027768 BROOKVIEW DR SANITARY SEWER	\$82,816.00	
RIN0027785 EAST 21ST ST IMPROVEMENTS	\$3,360.88	
RIN0027768 RETAINAGE	(\$6,822.61)	
	<b>\$79,354.27</b>	Subtotal for Dept. Sewer
RIN0027785 EAST 21ST ST IMPROVEMENTS	\$27,056.47	
	<b>\$27,056.47</b>	Subtotal for Dept. Streets
RIN0027785 EAST 21ST ST IMPROVEMENTS	\$24,177.65	
	<b>\$24,177.65</b>	Subtotal for Dept. Water
	<b>\$133,367.14</b>	Subtotal for Vendor

## HIGH PLAINS CONSTRUCTION, INC.

2017-Asp 2017 HOT MIX	\$4,552.74	
	<b>\$4,552.74</b>	Subtotal for Dept. Streets
	<b>\$4,552.74</b>	Subtotal for Vendor

## HOMAX OIL SALES, INC.

0369121-IN FUEL	\$18,619.46	
0370144-IN 10W30 SYN BLEND OIL DIESEL	\$4,830.00	
0369191-IN OIL	\$35.20	
0368978-IN CREDIT MEMO	(\$214.56)	
0370057-IN OIL	\$39.96	
0368261-IN FUEL	\$17,603.01	
0368261-IN FUEL	\$0.01	
0368978-IN OIL	\$356.28	

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## HOMAX OIL SALES, INC.

0368339-IN OIL  
0368339-IN OIL

\$97.71  
\$214.56  
**\$41,581.63** Subtotal for Dept. Fleet Maintenance

CL80319 FUEL

\$2,786.28  
**\$2,786.28** Subtotal for Dept. Water

**\$44,367.91** Subtotal for Vendor

## HOPE DOYLE

RIN0027777 UTILITY REFUND

\$239.63  
**\$239.63** Subtotal for Dept. Water

**\$239.63** Subtotal for Vendor

## HULT CONSTRUCTION

16012-6 STORAGE BLDG CONSTRUCTION

\$76,440.00  
**\$76,440.00** Subtotal for Dept. Balefill

**\$76,440.00** Subtotal for Vendor

## IN A FIX LLC

340 DOOR REPAIR

\$2,297.19  
**\$2,297.19** Subtotal for Dept. Hogadon

**\$2,297.19** Subtotal for Vendor

## INDUSTRIAL REPAIR SERVICE, INC.

201690 PUMPBOARD FOR SC200

\$711.00  
**\$711.00** Subtotal for Dept. Water Treatment Plant

**\$711.00** Subtotal for Vendor

## INSTALLATION & SVC. CO.

268106 CITY HALL SEWER SERVICE LINE

\$2,925.00  
**\$2,925.00** Subtotal for Dept. Buildings & Structures

**\$2,925.00** Subtotal for Vendor

## JAMES LIPES

RIN0027773 GARNISHMENT OVERPAYMENT

\$262.31  
**\$262.31** Subtotal for Dept. General Fund Revenue

RIN0027773 GARNISHMENT OVERPAYMENT

\$268.24  
**\$268.24** Subtotal for Dept. Water Treatment Plant

**\$530.55** Subtotal for Vendor

## JARED WINZENRIED

2411 BOOT REIMBURSEMENT

\$40.00  
**\$40.00** Subtotal for Dept. Sewer

**\$40.00** Subtotal for Vendor

## JAYME MCGOONAN

RIN0027780 MILEAGE REIMBURSEMENT

\$92.76  
**\$92.76** Subtotal for Dept. Fort Caspar

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## JAYME MCGOONAN

**\$92.76** Subtotal for Vendor

## JEROD LEVIN

RIN0026867 TUITION REIMBURSEMENT

\$804.60

**\$804.60** Subtotal for Dept. Fire

**\$804.60** Subtotal for Vendor

## KGWC-TV

18079-1 ADVERTISING

\$170.00

**\$170.00** Subtotal for Dept. Golf Course

**\$170.00** Subtotal for Vendor

## KNIFE RIVER/JTL

147971 PLANT MIX

\$157.08

148739 FLOWABLE FILL

\$86.85

148025 1/2" PLANT MIX

\$18,916.74

148024 3/4" PLANT MIX

\$324.00

14842 ULTRA FIBER

\$513.33

**\$19,998.00** Subtotal for Dept. Streets

**\$19,998.00** Subtotal for Vendor

## KTWO TELEVISION

19919 ADVERTISING

\$720.00

**\$720.00** Subtotal for Dept. Hogadon

**\$720.00** Subtotal for Vendor

## LINCOLN NATL. LIFE INS. CO.

RIN0027782 BENEFIT PAYABLE

\$277.59

**\$277.59** Subtotal for Dept. Health Insurance

**\$277.59** Subtotal for Vendor

## MCMURRY READY MIX CO.

224987 ULTRA FIBER

\$177.75

224986 ULTRA FIBER

\$237.00

225021 ULTRA FIBER

\$118.50

**\$533.25** Subtotal for Dept. Streets

224988 CONCRETE

\$108.50

**\$108.50** Subtotal for Dept. Water

**\$641.75** Subtotal for Vendor

## MICHAEL BAKER INTERNATIONAL INC

957810 COMPREHENSIVE PLAN FOR MILLS,

\$5,128.52

957810 COMPREHENSIVE PLAN FOR MILLS,

\$538.98

**\$5,667.50** Subtotal for Dept. Metropolitan Planning

**\$5,667.50** Subtotal for Vendor

## MILLS POLICE DEPT.

RIN0027760 SEIZURE 2016-0454 PAYMENT

\$65.33

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## MILLS POLICE DEPT.

**\$65.33** Subtotal for Dept. Police Grants

**\$65.33** Subtotal for Vendor

## MODERN ELECTRIC CORP.

RIN0027790 RETAINAGE RELEASE

\$3,569.30

**\$3,569.30** Subtotal for Dept. Capital Projects - Engineering

**\$3,569.30** Subtotal for Vendor

## NATRONA COUNTY - SHERIFFS' OFFICE

2538 ADULT PRISONER CARE

\$106,861.04

2537 ADULT PRISONER CARE

\$113,856.08

**\$220,717.12** Subtotal for Dept. Police

RIN0027761 SEIZURE 2016-0454 PAYMENT

\$65.33

**\$65.33** Subtotal for Dept. Police Grants

**\$220,782.45** Subtotal for Vendor

## NEVE'S UNIFORMS, INC.

NE55578 UNIFORMS

\$64.95

NE55725 UNIFORMS

\$125.95

NE55723 UNIFORMS

\$64.95

NE55356 UNIFORMS

\$164.85

NE55387 UNIFORMS

\$164.85

NE55358 UNIFORMS

\$54.95

NE55568 UNIFORMS

\$221.80

NE55722 UNIFORMS

\$129.90

NE55357 UNIFORMS

\$100.90

NE55191 UNIFORMS

\$174.85

NE55200 UNIFORMS

\$54.95

NE55198 UNIFORMS

\$109.90

NE55701 UNIFORMS

\$91.90

NE55560 UNIFORMS

\$27.95

LN-343420 UNIFORMS

\$5,465.00

NE55498 UNIFORMS

\$239.70

NE55509 UNIFORMS

\$129.90

NE55508 UNIFORMS

\$129.90

**\$7,517.15** Subtotal for Dept. Police

**\$7,517.15** Subtotal for Vendor

## NOLAN, SCOTT

0028845466 UTILITY REFUND

\$55.99

**\$55.99** Subtotal for Dept. Water

**\$55.99** Subtotal for Vendor

## ONE CALL OF WY.

45044 LOCATE TICKETS

\$585.90

**\$585.90** Subtotal for Dept. Sewer

45044 LOCATE TICKETS

\$716.10

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

ONE CALL OF WY.

**\$716.10** Subtotal for Dept. Water

**\$1,302.00** Subtotal for Vendor

## P-CARD VENDORS

00058773 NORCO	\$325.71	
00059497 COMTRONIX	\$165.00	
00058982 ARC SERVICES/TRAINING	\$81.00	
00059510 HAWKINS	\$2,938.49	
00059518 BAILEYS ACE HARDWARE	\$22.43	
00058997 ARC SERVICES/TRAINING	\$54.00	
00059529 SAMS CLUB	\$673.47	
00059374 SAMS CLUB.COM	\$23.36	
00058990 SAMS CLUB	\$6.66	
00059545 WEAR PARTS	\$33.58	
00059374 SAMS CLUB.COM	\$1,058.84	
00059560 BAILEYS ACE HARDWARE	\$3.78	
00059321 COMMUNICATION TECHNOLOGY	\$684.49	
00059324 NORCO	\$100.00	
00059144 SAMSClub.COM	\$302.64	
00059472 DOLLAR TREE	\$2.00	
00058938 NORCO	\$16.35	
00059472 DOLLAR TREE	\$6.00	
00058971 ARC SERVICES/TRAINING	\$210.00	
00059472 DOLLAR TREE	\$11.00	
00058866 THE WEBSTaurant STORE	\$95.35	
00059483 BARGREEN WYOMING	\$39.90	
00059432 SAMS CLUB	\$207.50	
00058990 SAMS CLUB	\$6.66	
00059502 BAILEYS ACE HARDWARE	\$81.46	
00059432 SAMS CLUB	\$92.02	
00059432 SAMS CLUB	\$43.61	
00059270 BAILEYS ACE HARDWARE	\$33.69	
	<b>\$7,318.99</b>	Subtotal for Dept. Aquatics
00059168 HOSE & RUBBER SUPPLY	\$62.98	
00059167 BEARING BELT CHAIN	\$722.76	
00059381 WYOMING MACHINERY	\$167.35	
00059134 COMMUNICATION TECHNOLOGY	\$467.15	
00059162 BAILEYS ACE HARDWARE	\$53.02	
00059143 COMMUNICATION TECHNOLOGY	\$811.00	
00059169 COMMUNICATION TECHNOLOGY	\$467.15	
00059158 COMMUNICATION TECHNOLOGY	\$505.25	
00059132 COMMUNICATION TECHNOLOGY	\$347.80	
00059156 COMMUNICATION TECHNOLOGY	\$467.15	
00059159 COMMUNICATION TECHNOLOGY	\$467.15	
00059317 AIRGAS CENTRAL	\$125.30	
00059459 WYOMING MACHINERY	\$207.95	
00059460 CASPER STAR TRIBUNE	\$208.90	
00059461 WYOMING MACHINERY	\$46.40	

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

00059437	CASPER STAR TRIBUNE	\$213.64
00059464	TRI-STATE TRUCK EQUIPMENT	\$1,897.92
00058935	BAILEYS ACE HARDWARE	\$8.99
00059489	ATLANTIC ELECTRIC	\$75.00
00059412	WALMART	\$6.46
00059410	AIRGAS CENTRAL	\$553.82
00059080	WYOMING MACHINERY	\$41.70
00059058	BOBCAT	\$167.16
00059392	NORCO	\$1,241.85
00059077	AIRGAS CENTRAL	\$553.82
00059172	BAILEYS ACE HARDWARE	\$19.98
00059394	WALMART	\$91.22
00059090	HOSE & RUBBER SUPPLY	\$139.12
00059102	POWER EQUIPMENT	\$91.81
00059115	WYOMING MACHINERY	\$1,776.20
00059123	COMMUNICATION TECHNOLOGY	\$467.15
00059392	NORCO	\$1,500.00
00059125	COMMUNICATION TECHNOLOGY	\$322.25
00059127	COMMUNICATION TECHNOLOGY	\$467.15
00059055	BAILEYS ACE HARDWARE	\$17.44
00058758	CASPER TIRE	\$14.29
00058941	AIRGAS CENTRAL	\$363.07
00058930	AGRI DIRECT	\$267.22
00058915	GCR TIRES	\$426.25
00058914	SUTHERLANDS	\$376.02
00059173	AIRGAS CENTRAL	\$252.36
00058889	AIRGAS CENTRAL	\$911.15
00059175	COMMUNICATION TECHNOLOGY	\$1,344.00
00058877	WW GRAINGER	\$72.76
00058874	WYOMING MACHINERY	\$86.19
00057843	TAC OPERATING COMPANY	\$827.36
00059242	CED	\$909.94
00058967	STAPLES	\$38.96
00059264	SAMS CLUB	\$21.92
00058902	CASPER FIRE EXTINGUISHER	\$137.05
00058760	SOURCE OFFICE AND TECHNOLOGY	\$80.44
00058769	AIRGAS CENTRAL	\$55.19
00058775	AGP PROPANE SERVICES	\$371.83
00058790	WYOMING STEEL	\$177.41
00058833	BEARING BELT CHAIN	\$14.98
00058836	BEARING BELT CHAIN	\$124.34
00058850	SAMS CLUB	\$113.38
00058867	DECKER AUTO GLASS	\$380.00
00059244	SOURCE OFFICE AND TECHNOLOGY	\$20.00
00058869	TIRE PROFESSIONALS	\$865.00
00059260	BRAKE SUPPLY COMPANY	\$645.56
00058699	AIRGAS CENTRAL	\$2,508.11
00059194	COMMUNICATION TECHNOLOGY	\$467.15

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

00059322	ALSCO	\$426.65	
00059573	PERENNIAL ENERGY LLC	\$1,670.93	
00059300	SAMS CLUB	\$23.98	
00059274	SOURCE OFFICE AND TECHNOLOGY	\$113.97	
00045485CORR	CORRECTION	(\$3.57)	
00059245	SUBWAY	\$56.48	
00045485REV	CORRECTION	\$3.57	
00059595	DOUBLE D WELDING	\$685.00	
00058989	WAL-MART	\$13.47	
00059271	NORCO	\$1,304.39	
00059205	COMMUNICATION TECHNOLOGY	\$467.15	
00059206	COMMUNICATION TECHNOLOGY	\$467.15	
00059025	POWER EQUIPMENT	\$186.78	
00058988	MENARDS	\$44.25	
00059309	WALMART	\$12.88	
00059279	BAILEYS ACE HARDWARE	\$25.61	
00059296	WAL-MART	\$88.19	
00059022	SAMS CLUB	\$33.92	
		<b>\$32,272.72</b>	<b>Subtotal for Dept. Balefill</b>
00059477	SUMMIT ELECTRIC	\$275.38	
		<b>\$275.38</b>	<b>Subtotal for Dept. Buildings &amp; Grounds</b>
00058949	DAVIDSON MECHANICAL	\$290.23	
00059534	BLOEDORN LUMBER	\$6.15	
00059523	DENNIS SUPPLY COMPANY	\$50.64	
00059219	DENNIS SUPPLY COMPANY	\$72.03	
00059051	DIAMOND VOGEL PAINT	\$23.84	
00059448	CASPER WINNELSON	\$114.76	
00059261	BAILEYS ACE HARDWARE	(\$6.92)	
00059247	BAILEYS ACE HARDWARE	\$6.92	
00059470	CASPER WINNELSON	\$23.31	
00059224	WW GRAINGER	\$26.46	
00059480	SHERWIN WILLIAMS	\$106.71	
00058950	NORCO	\$24.59	
00058984	WW GRAINGER	\$102.84	
00059216	DAVIDSON MECHANICAL	\$199.10	
00058962	CASPER CONTRACTORS SUPPLY	\$2.00	
00058952	CASPER WINNELSON	\$57.55	
00058961	TOP OFFICE PRODUCTS	\$99.80	
00059494	SHERWIN WILLIAMS	\$356.36	
00059268	BAILEYS ACE HARDWARE	\$6.59	
00059269	SHERWIN-WILLIAMS	\$547.50	
00059114	HOMEDEPOT.COM	\$499.00	
00059582	BLOEDORN LUMBER	\$35.90	
00058779	HARBOR FREIGHT TOOLS	\$16.23	
00058931	CASPER WINNELSON	\$32.83	
00059380	CASTLEBROOK WELDING	\$45.08	
00058673	BLOEDORN LUMBER	\$3.20	
00059549	WW GRAINGER	\$94.68	

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

00059420 CASPER FIRE EXTINGUISHER	\$107.25	
00059553 DAVIDSON MECHANICAL	\$967.80	
00059322 ALSCO	\$251.26	
00058768 HARBOR FREIGHT TOOLS	\$22.94	
00059572 CASPER WINNELSON	\$23.04	
00058652 PRAIRIE PELLA WYOMING	\$79.94	
00058953 CASPER FIRE EXTINGUISHER	\$340.00	
00058634 CED	\$7.38	
00058607 MENARDS	\$12.73	
00057572 LONG BLDG. TECHNOLOGIES	\$580.49	
00058741 PRAIRIE PELLA WYOMING	\$306.00	
00058695 CASPER CONTRACTORS SUPPLY	\$56.95	
00059267 WESTERN WYOMING LOCK	\$47.80	
00058897 LONG BLDG. TECHNOLOGIES	(\$580.49)	
00059444 NORCO	\$571.92	
00059338 WEAR PARTS	\$28.71	
00058702 CASPER WINNELSON	\$9.04	
00059427 NORCO	\$110.00	
00058899 BAILEYS ACE HARDWARE	\$3.16	
00059365 SHERWIN WILLIAMS	\$77.46	
00058891 BRIDGER STEEL	\$39.38	
00058881 CASPER WINNELSON	\$44.14	
00059351 SUTHERLANDS	\$10.96	
00058830 CASPER WINNELSON	\$12.44	
00059328 HOSE & RUBBER SUPPLY	\$7.83	
00058871 SHERWIN-WILLIAMS	\$39.85	
00058868 CASPER WINNELSON	\$3.21	
00058865 CASPER WINNELSON	\$19.73	
00058849 MENARDS	\$19.94	
00059358 AIRGAS CENTRAL	\$25.75	
00058820 BLOEDORN LUMBER	\$27.33	
	<b>\$6,111.32</b>	<b>Subtotal for Dept. Buildings &amp; Structures</b>
00059015 HOFFMAN MONUMENT	\$77.25	
00059063 MOUNTAIN STATES LITHOGRAPHING	\$120.09	
00059204 THE HOME DEPOT	\$35.88	
	<b>\$233.22</b>	<b>Subtotal for Dept. Cemetery</b>
00059552 TOP OFFICE PRODUCTS	\$103.32	
00059145 SONIC DRIVE IN	\$6.97	
00059202 HILTON GARDEN INN	\$182.00	
00059041 APPLEBEES	\$20.90	
00058976 CHILIS	\$19.55	
	<b>\$332.74</b>	<b>Subtotal for Dept. City Attorney</b>
00059149 ATLAS OFFICE PRODUCTS	\$44.34	
00059082 B&H PHOTO	\$129.50	
	<b>\$173.84</b>	<b>Subtotal for Dept. City Manager</b>
00059625 ATLAS OFFICE PRODUCTS	\$53.13	
00059151 VERIZON	\$160.04	
00059142 AMBI MAIL AND MARKETING	\$355.12	

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

		<b>\$568.29</b>	<b>Subtotal for Dept.</b>	<b>Code Enforcement</b>
00059488	GLOBALSTAR USA	\$148.00		
00059060	STAPLES	\$9.79		
00059050	SAMS CLUB	\$78.86		
00059191	CHARTER COMMUNICATIONS	\$77.17		
00059415	DIRECTV	\$66.99		
00059496	I/O SOLUTIONS	\$270.00		
00058805	BEST BUY	(\$4.04)		
00059476	VERIZON	\$122.81		
00058767	BEST BUY	\$83.99		
00059452	CHARTER COMMUNICATIONS	\$78.32		
00059434	DIRECTV SERVICE	\$71.24		
00059438	VERIZON	\$122.81		
00059377	AT&T	\$222.48		
00058945	DRURY INNS	\$256.42		
		<b>\$1,604.84</b>	<b>Subtotal for Dept.</b>	<b>Communications Center</b>
00058932	CHARLIE T S PIZZERIA	\$88.84		
00059071	SUBWAY	\$85.00		
00059283	ALBERTSONS	\$14.98		
00059174	SUBWAY	\$46.95		
00059124	HAMPTON INNS	\$99.19		
00058844	CASPER STAR TRIBUNE	\$643.20		
00059291	SAMS CLUB.COM	\$140.74		
00058966	CPU IIT	\$917.98		
		<b>\$2,036.88</b>	<b>Subtotal for Dept.</b>	<b>Council</b>
00059010	FEDEX OFFICE	\$53.55		
00059548	QUALITY OFFICE SOLUTIONS	\$575.76		
00059634	ATLAS OFFICE PRODUCTS	\$219.21		
		<b>\$848.52</b>	<b>Subtotal for Dept.</b>	<b>Engineering</b>
00058873	CASPER STAR TRIBUNE	\$449.44		
00059346	GEORGE T SANDERS	\$1,861.53		
00058682	FERGUSON ENTERPRISIS	\$16.94		
00058906	WEAR PARTS	\$250.73		
00058784	MOUNTAIN STATES LITHOGRAPHING	\$175.96		
00059003	WATERWORKS INDUSTRIES	\$1,251.45		
00058937	VERIZON	\$280.07		
		<b>\$4,286.12</b>	<b>Subtotal for Dept.</b>	<b>Finance</b>
00058537	UNITED	\$25.00		
00059006	GUADALAJARA MEXICAN	\$47.58		
00057950	WALGREENS	\$8.97		
00058542	NATIONAL EMERGENCY	\$164.50		
00058940	MURDOCH'S RANCH & HOME	\$65.98		
00058923	MURDOCH'S RANCH & HOME	\$1,259.94		
00058903	VULCAN STRENGTH TRAINING	\$599.99		
00058263	EXXONMOBIL	\$93.00		
00058123	MURDOCH'S RANCH & HOME	\$307.11		
00057259	SUTHERLANDS	\$21.99		

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

00059027	STAPLES	\$67.69	
00058261	MURDOCH'S RANCH & HOME	\$79.90	
00059368	ATLAS OFFICE PRODUCTS	\$446.90	
00059235	SUTHERLANDS	\$19.79	
00059275	VERIZON	\$120.03	
00059298	VERIZON	\$2,581.58	
00059302	STAPLES	\$248.45	
00059303	J'S PUB & GRILL	\$79.26	
00059307	SUTHERLANDS	\$24.99	
00059234	BLOEDORN LUMBER	\$517.10	
00058566	CPS DISTRIBUTORS	\$38.00	
00058762	CASPER SAFETY	\$365.50	
00059373	NORCO	\$54.12	
00059384	LN CURTIS	\$118.00	
00058798	UNITED	\$25.00	
00058892	THE HOME DEPOT	\$15.72	
00059442	FEDEX	\$66.89	
00059466	PIZZA HU	\$114.91	
00059312	LOAF N JUG	\$26.33	
00059116	LETZ'S RADIO SUPPLY	\$589.00	
00059212	SUTHERLANDS	\$38.21	
00059085	HOBBY-LOBBY	\$31.47	
00059107	ATLAS OFFICE PRODUCTS	\$139.45	
00059067	EXXONMOBIL	\$33.91	
00058676	CASPER FIRE EXTINGUISHER	(\$275.05)	
00059208	LOAF N JUG	\$52.00	
00058729	CASPER FIRE EXTINGUISHER	\$220.00	
00059187	ROCKY MTN FIRE SYSTEM	\$659.00	
00058701	CASPER FIRE EXTINGUISHER	\$275.00	
		<b>\$9,367.21</b>	<b>Subtotal for Dept. Fire</b>
00059039	SIX ROBBLEES	\$30.98	
00059072	JACKS TRUCK AND EQUIPMENT	\$146.73	
00059070	STOTZ EQUIPMENT	\$77.82	
00059220	DAVID TERRELL	\$300.00	
00059049	STOTZ EQUIPMENT	\$119.78	
00059228	GREINER FORD LINCOLN	\$150.04	
00059157	GREINER FORD LINCOLN	\$261.44	
00059161	E&F TOWING & RECOVERY	\$370.00	
00059042	NORCO	\$185.79	
00059218	AMAZON	\$13.99	
00058926	WYOMING MACHINERY	\$1,200.00	
00058912	AMAZON	\$64.49	
00059032	JACKS TRUCK AND EQUIPMENT	\$285.09	
00058965	HONNEN EQUIPMENT	\$1,678.79	
00058900	DECKER AUTO GLASS	\$957.67	
00059252	STOTZ EQUIPMENT	(\$24.81)	
00059233	WW GRAINGER	\$12.06	
00059229	GREINER FORD LINCOLN	(\$33.06)	

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

00059153	WW GRAINGER	\$29.28
00059181	ACE EQUIPMENT AND SUPPLY	\$474.75
00059119	JACKS TRUCK AND EQUIPMENT	\$20.39
00059183	E&F TOWING & RECOVERY	\$75.00
00059179	NUTECH SPECIAL	\$57.00
00059189	NUTECH SPECIAL	\$391.00
00059189	NUTECH SPECIAL	\$40.00
00059189	NUTECH SPECIAL	\$675.45
00059211	AMERI-TECH EQUIPMENT	\$500.00
00059139	DRIVE TRAIN	\$146.58
00059073	STOTZ EQUIPMENT	\$239.11
00059195	HENSLEY BATTERY	\$35.82
00059108	POWER EQUIPMENT	\$905.28
00059170	GREINER FORD LINCOLN	\$121.46
00059210	GREINER FORD LINCOLN	(\$28.16)
00059192	NUTECH SPECIAL	\$129.50
00059078	GOODYEAR COMMERCIAL	\$786.00
00059213	THERMO KING WEST	\$105.53
00059141	CASPER WINNELSON	\$137.76
00059350	CMI-TECO	\$1,372.29
00059369	STOTZ EQUIPMENT	\$78.66
00059343	MIDLAND IMPLEMENT	\$588.27
00059658	DRIVE TRAIN	\$14.32
00059657	TITAN MACHINERY	\$377.70
00059646	GREINER FORD LINCOLN	\$28.95
00059446	GREINER FORD LINCOLN	(\$11.76)
00059632	EPA SALES	\$266.95
00059336	GREINER FORD LINCOLN	\$167.30
00059623	SPARTAN CHASSIS	\$472.03
00059615	GOODYEAR COMMERCIAL	\$1,331.94
00059592	STOTZ EQUIPMENT	\$255.16
00059359	HONNEN EQUIPMENT	\$484.36
00059329	CASPER TIRE	\$20.00
00059685	DRIVE TRAIN	\$7.12
00059642	INLAND TRUCK PARTS	\$146.49
00059184	BAILEYS ACE HARDWARE	\$8.99
00059330	BEARING BELT CHAIN	\$1,985.83
00059319	NORCO	\$91.84
00059280	STOTZ EQUIPMENT	\$186.16
00059246	GREINER FORD LINCOLN	\$210.16
00059222	GREINER FORD LINCOLN	(\$11.33)
00059337	WEAR PARTS	\$10.50
00059184	BAILEYS ACE HARDWARE	\$16.99
00059674	TIRE RAMA	\$2,059.70
00059332	FIRE LINE	\$245.07
00059160	CASPER TIRE	\$70.00
00059148	RANEY'S INC.	\$140.50
00059075	TASK FORCE TIPS	\$33.79

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

00059061 TRIDENT EMERGENCY PRODUCTS	\$108.59	
00059038 RANEY'S INC.	\$120.40	
00059215 SPENCER FLUID POWER	(\$74.15)	
00059272 HOSE & RUBBER SUPPLY	\$133.42	
00059295 GREINER FORD LINCOLN	(\$800.00)	
00059571 BEARING BELT CHAIN	\$477.18	
00059290 PEDENS	\$709.00	
00059555 DULTMEIER SALES	\$40.98	
00059465 BEARING BELT CHAIN	\$78.51	
00059457 GREINER FORD LINCOLN	(\$32.03)	
00059567 HONNEN EQUIPMENT	\$1,396.98	
00059544 DECKER AUTO GLASS	\$65.00	
00059512 CMI-TECO	\$180.25	
00059538 CMI-TECO	\$138.63	
00059265 BEARING BELT CHAIN	\$7.44	
00059451 HONNEN EQUIPMENT	\$514.24	
00059390 WYOMING MACHINERY	\$3.48	
00059262 HENSLEY BATTERY	\$75.28	
00059536 HONNEN EQUIPMENT	\$50.92	
00059348 CY SALES	\$50.00	
00059551 GREINER FORD LINCOLN	\$79.95	
00059316 HOSE & RUBBER SUPPLY	\$27.07	
00059687 TITAN MACHINERY	\$119.08	
00059691 BOBCAT	\$141.48	
00059566 TITAN MACHINERY	\$86.55	
00059371 HOSE & RUBBER SUPPLY	\$187.68	
00059372 LN CURTIS	\$651.27	
00059345 ALSCO	\$880.16	
00059559 GREINER FORD LINCOLN	\$11.30	
00059387 MIDLAND IMPLEMENT	\$104.72	
00059528 HONNEN EQUIPMENT	\$103.43	
00059306 BRAKE SUPPLY COMPANY	\$896.12	
00059515 WYOMING MACHINERY	\$865.15	
00059383 GREINER FORD LINCOLN	\$1,049.21	
	<b>\$29,733.82</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
00059411 ATLAS OFFICE PRODUCTS	\$15.89	
00059363 COMTRONIX	\$561.00	
00059414 ATLAS OFFICE PRODUCTS	\$8.01	
	<b>\$584.90</b>	<b>Subtotal for Dept. Fort Caspar</b>
00059367 BRECK MEDIA GROUP	\$500.00	
00059463 CASPER STAR TRIBUNE	\$288.96	
00059207 GOLF OPERATOR ASSOCIATION	\$19.95	
00059126 CPS DISTRIBUTORS	\$494.70	
00059277 FACEBOOK	\$3.08	
00059278 FACEBOOK	\$31.75	
00058964 KCWY TV	\$150.00	
00059000 R & R PUMPING	\$378.00	
00058963 VERIZON	\$80.02	

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

00059087	CHARTER COMMUNICATIONS	\$135.43	
		<b>\$2,081.89</b>	<b>Subtotal for Dept. Golf Course</b>
00058507	USPS	\$19.25	
		<b>\$19.25</b>	<b>Subtotal for Dept. Health Insurance</b>
00058927	THE HOME DEPOT	\$49.00	
00059284	STOTZ EQUIPMENT	\$14.29	
00059284	STOTZ EQUIPMENT	\$687.62	
00059289	ENERGY LABORATORIES	\$20.00	
00059315	PURVIS INDUSTRIES	\$4,218.40	
00059353	PURVIS INDUSTRIES	\$406.00	
00058917	CASPER CONTRACTORS SUPPLY	\$19.03	
		<b>\$5,414.34</b>	<b>Subtotal for Dept. Hogadon</b>
00057104	ADOBE ACROPRO	\$29.98	
00058981	CPU IIT	\$149.00	
00058333	ATLAS OFFICE PRODUCTS	\$21.42	
00058320	MOUNTAIN STATES LITHOGRAPHING	\$79.40	
00059239	PEDENS	\$30.00	
00059129	FEDEXOFFICE	\$83.90	
00058455	USPS	\$7.40	
00058549	ABSO	\$1,525.14	
		<b>\$1,926.24</b>	<b>Subtotal for Dept. Human Resources</b>
00059301	BAILEYS ACE HARDWARE	\$8.59	
00059507	BAILEYS ACE HARDWARE	\$21.57	
00059251	FACEBOOK	\$10.49	
00059486	BAILEYS ACE HARDWARE	\$1.79	
00058990	SAMS CLUB	\$19.99	
00059393	MENARDS	\$48.67	
00059497	COMTRONIX	\$108.00	
00058982	ARC SERVICES/TRAINING	\$27.00	
00059117	SAMS CLUB	\$53.96	
00059066	SAMS CLUB	\$126.40	
00059029	DENNIS SUPPLY COMPANY	\$81.24	
00059318	ALBERTSONS	\$6.87	
		<b>\$514.57</b>	<b>Subtotal for Dept. Ice Arena</b>
00059282	WYOMING RENTS	\$45.00	
00059333	UNITED STATES FLAG	\$425.00	
00059505	HUB FLOOR COVERING	\$193.75	
00059357	ALTITUDE VETERINARY	\$718.20	
00059362	GALLS	\$72.00	
00059397	COMTRONIX	\$108.00	
00059408	MERBACK AWARDS COMPANY	\$50.05	
00059428	SUTHERLANDS	\$576.00	
00059255	GALLS	\$189.97	
REVERSE TAX CORRECTION		\$2.14	
CRED			
00059705	DATAMARS	\$4,250.00	
00058718	BRIDGER STEEL	\$53.19	
00058656	BLOEDORN LUMBER	\$125.06	

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

00059091 BRIDGER STEEL	\$29.00	
00059419 STAPLES	\$87.56	
CORRECT CORRECTION	(\$2.14)	
00059209 CUSTOMINK	\$254.16	
00059249 WESTSIDE ANIMAL HOSPITAL	\$435.03	
00059354 GALLS	\$381.17	
00058880 SUMMIT ELECTRIC,	\$152.60	
00059467 VERIZON	\$1,252.04	
00058913 BRIDGER STEEL	\$6.93	
00058759 GREAT PLAINS CLEANING	\$115.00	
00058862 BAILEYS ACE HARDWARE	\$5.99	
00059021 STAPLES	\$28.96	
00059097 COMTRONIX	\$477.94	
00059120 GREAT PLAINS CLEANING	\$603.46	
00059241 DECKER AUTO GLASS	\$700.40	
	<b>\$11,336.46</b>	<b>Subtotal for Dept. Metro Animal</b>
00059043 EXXONMOBIL	\$22.00	
00058530 BEST WESTERN SHERIDAN	\$178.00	
00058544 BEST WESTERN SHERIDAN	\$178.00	
00058531 BEST WESTERN SHERIDAN	\$178.00	
00058375 TOP OFFICE PRODUCTS	\$38.00	
00059131 ATLAS OFFICE PRODUCTS	\$70.52	
00058539 THE ROCK STOP	\$14.10	
	<b>\$678.62</b>	<b>Subtotal for Dept. Municipal Court</b>
00058838 SUTHERLANDS	\$143.31	
00058999 CRUM ELECTRIC SUPPLY	\$113.54	
00059456 ATLANTIC ELECTRIC	\$95.89	
00058970 CRUM ELECTRIC SUPPLY	\$56.77	
00058916 JOHNNY APPLESEED	\$643.80	
00057846 SEARS.COM	\$20.95	
00057875 SEARS.COM	\$41.92	
00058610 SEARS.COM	(\$0.99)	
00058667 SEARS.COM	(\$1.01)	
00058668 SEARS.COM	(\$1.01)	
00058720 CPS DISTRIBUTORS	\$941.79	
00058753 BAILEYS ACE HARDWARE	\$75.94	
00058782 DAKTRONICS	\$90.00	
00058834 CASPER FIRE EXTINGUISHER	\$87.50	
00058872 CASPER CONTRACTORS SUPPLY	\$17.40	
00059375 ATLANTIC ELECTRIC	\$156.23	
00058910 BEARING BELT CHAIN	\$29.18	
00059150 MENARDS CASPER	\$125.39	
00058956 GALLES GREENHOUSE	\$816.53	
00059088 GALLES GREENHOUSE	\$733.19	
00059137 MENARDS	\$63.58	
00059146 CPS DISTRIBUTORS	\$44.00	
00059462 ATLANTIC ELECTRIC	\$121.30	
00059376 ATLANTIC ELECTRIC	\$270.00	

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

00059308	WAL-MART	\$19.66		
00059281	1890 INC.	\$1,000.00		
00059256	CASPER STAR TRIBUNE	\$142.77		
00059217	BLOEDORN LUMBER	\$19.69		
00058883	CRUM ELECTRIC SUPPLY	\$1,499.67		
		<b>\$7,366.99</b>	<b>Subtotal for Dept.</b>	<b>Parks</b>
00058787	PIONEER-ENGINE	\$1,545.50		
00058778	PIONEER-ENGINE	\$1,545.50		
		<b>\$3,091.00</b>	<b>Subtotal for Dept.</b>	<b>Perpetual Care</b>
00057241	ALBERTSONS	\$78.27		
00057206	FACEBOOK	\$50.17		
00057895	FACEBOOK	\$29.14		
00056533	WALGREENS	\$4.19		
00056726	PLANETIZEN	\$144.00		
00059310	FACEBOOK	\$50.00		
00056532	HOBBY-LOBBY	\$10.49		
00059370	CASPER STAR TRIBUNE	\$80.16		
		<b>\$446.42</b>	<b>Subtotal for Dept.</b>	<b>Planning</b>
00059396	OPTICSPLANET	\$170.00		
00058974	LOVEJOYS BAR & GRILL	\$11.66		
00059177	DICKEYS WY	\$13.07		
00059399	TACO JOHN'S	\$71.76		
00056393	WYOMING ASSOC OF CHIEFS	\$50.00		
00059253	CPU IIT	\$365.00		
00058973	CORONA VILLAGE	\$20.00		
00059152	DICKEYS WY	\$13.11		
00059382	DANNER-LACROSSE	\$160.00		
00059521	E&F TOWING & RECOVERY	\$225.00		
00059403	UNIVERSITY OF LOUISVILLE	\$725.00		
00058942	B & B RUBBER STAMP	\$38.90		
00059509	B & B RUBBER STAMP	\$37.00		
00059659	R & R REST STOPS	\$138.92		
00059062	DICKEYS WY	\$12.64		
00059425	FEDEX	\$75.88		
00059426	INTL ASSOCIATION OF CHIEFS	\$90.00		
00059683	NORCO INC	\$35.08		
00059649	BAILEYS ACE HARDWARE	\$13.99		
00059556	SHOE CARNIVAL	\$73.48		
00059035	MCALISTER'S	\$21.50		
00059094	THE GREAT AMERICAN GRILL	\$14.67		
00056581	WYOMING ASSOC OF CHIEFS	\$500.00		
00059178	HILTON GARDEN INN	\$182.00		
00059118	EXXONMOBIL	\$35.04		
00059653	RADISSON HOTEL	\$23.00		
00059356	STAPLES	\$41.99		
00059378	DANNER-LACROSSE	\$180.00		
00059379	RESPOND FIRST AID	\$138.14		
00058993	EXXONMOBIL	\$25.70		

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

00059385	COCA COLA BOTTLING	\$150.25
00059084	EXXONMOBIL	\$27.50
00059388	INTL ASSOCIATION OF CHIEFS	\$24.95
00059565	SOURCE OFFICE AND TECHNOLOGY	\$1,443.67
00059122	Js STEAKHOUSE	\$28.49
00059654	SUBWAY	\$14.69
00059052	MCALISTER'S	\$20.30
00059065	THE GREAT AMERICAN GRILL	\$12.67
00059069	THE GREAT AMERICAN GRILL	\$13.67
00059605	SUBWAY	\$17.98
00059406	UNITED	\$1,296.30
00059402	CHEYENNE AREA CONVENTION	\$325.00
00059036	PANDA EXPRESS	\$12.61
00059011	CHILIS	\$14.47
00059100	SONIC DRIVE IN	\$9.95
00058980	THE GREAT AMERICAN GRILL	\$40.00
00058904	THE GREAT AMERICAN GRILL	\$25.33
00059004	ALTITUDE CHOPHOUSE	\$10.60
00057331	CAFE RIO FORT COLLINS	\$17.14
00059416	ENTENMANN-ROVIN COMPANY	\$376.90
00058890	NIGHTGEARCOM	\$244.80
00059675	DIAMOND HORSESHOE	\$26.31
00059458	CHEYENNE AREA CONVENTION	\$325.00
00058772	HOLIDAY INN - CODY	\$311.74
00058771	NOLAND FEED	\$65.15
00058766	HOLIDAY INN - CODY	\$311.74
00058765	ALBERTSONS	\$28.39
00058711	POWDER RIVER SHREDDERS	\$108.00
00058360	LOAF N JUG	\$20.94
00058175	CROSSWIND AVIATION	\$300.00
00059098	UNITED	\$50.00
00059603	PERKINS	\$38.09
00058969	MCALISTER'S	\$10.74
00059569	T-JOE'S STEAKHOUSE	\$71.26
00057604	POPEYES	\$25.51
00057711	LAW ENFORCEMENT TARGET	\$614.77
00059561	DIAMOND HORSESHOE	\$29.84
00058496	NATIONWIDE	\$50.00
00058770	PIZZA HUT	\$47.49
00059079	WYOMING CAMERA	\$699.99
00059092	WYOMING CAMERA	\$1,499.99
00059339	NOLAND FEED	\$81.10
00059334	CASPER ANIMAL MEDICAL	\$46.51
00059231	LITTLE CAESARS	\$31.46
00059473	AMAZON	\$129.98
00059074	OFFICESUPERSAVERS.COM	\$258.89
00059433	UNIVERSITY OF LOUISVILLE	\$725.00
00059668	ADVANCED CHIROPRACTIC	\$45.00

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

00059664	MOUNTAIN SPORTS	\$912.48		
00058828	SPORTSMANS WAREHOUSE	\$77.64		
00059186	HILTON GARDEN INN	\$182.00		
00059327	MILE HIGH SHOOTING	\$1,712.90		
00059182	THE CHOP SHOP	\$99.75		
00059166	CHILIS	\$13.00		
00059422	UNITED	\$1,296.30		
00059147	THE CHOP SHOP	\$99.75		
00059485	4IMPRINT	\$1,261.31		
00059101	COAL CREEK UPTOWN	\$3.07		
00058807	SIRCHIE FINGER PRINT	\$1,943.00		
00059490	TRANSUNION	\$111.00		
00059044	DICKEYS WY	\$14.64		
00059008	CROWBAR AND GRILL	\$12.60		
00059176	HILTON GARDEN INN	\$273.00		
00059016	NATRONA COUNTY	\$1.50		
00059031	NATRONA CNTY WY CLERK	\$18.00		
00058996	MOUNTAIN STATES LITHOGRAPHING	\$370.39		
00059519	JOHNSON ROBERT	\$143.00		
00059511	MSAB	\$5,685.00		
00059056	WYOMING CAMERA	\$287.20		
00059500	GALLS	\$1,421.72		
00059020	THE GREAT AMERICAN GRILL	\$30.00		
		<b>\$29,551.94</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
00059635	HENSLEY BATTERY	\$282.50		
00059110	AMERI-TECH EQUIPMENT	\$760.98		
00058789	HENSLEY BATTERY	\$196.08		
00058793	CASTLEBROOK WELDING	\$1,689.00		
00059250	HENSLEY BATTERY	\$455.80		
		<b>\$3,384.36</b>	<b>Subtotal for Dept.</b>	<b>Police Equipment</b>
00059089	SENROR BEAN	\$52.45		
00059086	SHERATON DALLAS DINING	\$51.69		
00059048	LYFT	\$29.85		
00059046	SONNY BRYANS	\$92.32		
00059045	UBER	\$12.04		
00058979	STARBUCKS	\$10.72		
00058985	SHERATON DALLAS DINING	\$77.53		
00058960	CHEESECAKE FACTORY	\$136.21		
00058946	UBER	\$9.65		
00058921	STARBUCKS	\$9.63		
00058944	SUSHIYAA	\$34.92		
00058905	SUSHIYAA	\$7.45		
00058894	SHERATON DALLAS DINING	\$64.83		
00058893	POBLANOS	\$17.09		
00058955	UBER	\$11.80		
00059047	LOAF N JUG	\$33.41		
00059140	COOL RIVER	\$46.19		
00059154	STARBUCKS	\$8.88		

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

00059259	ALCO MOBILE STORAGE	\$3,670.00	
00059409	ALG AIR	\$115.50	
00059417	ALBERTSONS	\$55.95	
00059439	ALG AIR	\$116.50	
00059450	ENTENMANN-ROVIN COMPANY	\$1,162.20	
00059103	BENNY'S BAGELS	\$7.00	
00059453	WYDOT	\$22.50	
00059076	STARBUCKS	\$10.72	
00059481	BEST BUY	\$359.98	
00059040	DENVER INTL. AIRPORT PARKING	\$65.00	
00058886	TWISTED ROOT BURGER	\$73.00	
00058884	SALATA	\$13.50	
00058105	UNITED	\$539.10	
00059165	SHERATON DALLAS	\$673.12	
00058131	UNITED	\$539.10	
00059180	SHERATON DALLAS	\$1,194.08	
00058876	AVIATOR'S BBQ	\$39.16	
00059138	DICKEY'S BARBECUE PIT	\$22.30	
00059111	RIDLEY'S	\$205.95	
00058799	SOL IRLANDES	\$81.45	
00058803	UBER	\$14.21	
00058855	UNITED	\$50.00	
00058875	SUSHIYAA	\$11.41	
		<b>\$9,748.39</b>	<b>Subtotal for Dept. Police Grants</b>
00059214	GREENS SEWER AND DRAIN	\$128.00	
00059404	R & R REST STOPS	\$93.75	
00059506	CANCELLI	\$1,541.53	
00058414	FIREROCK STEAKHOUSE	\$160.26	
00058353	URGENT CARE OF CASPER	\$1,442.00	
00059053	ATLAS OFFICE PRODUCTS	\$41.64	
		<b>\$3,407.18</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
00058987	FACEBOOK	\$6.72	
00059313	FACEBOOK	\$167.28	
00058990	SAMS CLUB	\$6.67	
00059248	THE HOME DEPOT	\$148.86	
00058972	FACEBOOK	\$243.43	
00059497	COMTRONIX	\$108.00	
00059221	STAPLES	(\$19.47)	
00059243	AMAZON	\$114.24	
00059225	SPORTSMITH	\$43.20	
00059033	ARC SERVICES/TRAINING	\$135.00	
00059431	BLIMPIE	\$105.00	
00058997	ARC SERVICES/TRAINING	\$27.00	
00058982	ARC SERVICES/TRAINING	\$189.00	
00059313	FACEBOOK	\$143.04	
00059002	STAPLES	\$40.63	
00059299	FACEBOOK	\$8.10	
00059254	DOLLAR TREE	\$50.00	

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

		<b>\$1,516.70</b>	<b>Subtotal for Dept.</b>	<b>Recreation</b>
00058797	CASPER TIRE	\$45.00		
00059185	CMI-TECO	\$658.40		
00058843	CMI-TECO	\$575.32		
00058837	BEARING BELT CHAIN	\$121.34		
00059548	QUALITY OFFICE SOLUTIONS	\$62.11		
00059266	BAILEYS ACE HARDWARE	\$29.95		
00059322	ALSCO	\$178.50		
00059196	CMI-TECO	\$61.92		
00059121	HARBOR FREIGHT TOOLS	\$13.48		
00058492	MOUNTAIN WEST TELEPHONE	\$129.00		
00059155	C & C SUPPLY	\$91.00		
00059391	E&F TOWING & RECOVERY	\$525.00		
00058802	CMI-TECO	\$2,034.75		
00059288	URGENT CARE	\$90.00		
00058829	CMI-TECO	\$744.19		
00058822	CMI-TECO	\$825.92		
00059389	MCCOY SALES CORPORATION	\$29.04		
00059430	E&F TOWING & RECOVERY	\$350.00		
00059030	CMI-TECO	\$764.95		
00058995	CMI-TECO	\$614.18		
00059164	CMI-TECO	\$175.95		
00059163	CMI-TECO	\$95.10		
00059001	AIRGAS CENTRAL	\$43.25		
00059005	CMI-TECO	\$576.49		
00059095	CASPER TIRE	\$32.50		
00059028	CMI-TECO	\$505.81		
00059634	ATLAS OFFICE PRODUCTS	\$23.00		
00058812	CMI-TECO	\$141.00		
00058749	CASPER TIRE	\$45.00		
00059096	WESTERN SLING	\$12.69		
00058864	CMI-TECO	\$702.43		
00058764	PACIFIC HIDE AND FUR	\$85.57		
00058901	DRIVE TRAIN	\$6.34		
00059171	CMI-TECO	\$68.66		
00059130	CMI-TECO	\$389.81		
00059244	SOURCE OFFICE AND TECHNOLOGY	\$10.64		
00059193	THE HOME DEPOT	\$9.96		
00058794	LOVE S COUNTRY	\$98.00		
		<b>\$10,966.25</b>	<b>Subtotal for Dept.</b>	<b>Refuse Collection</b>
00059548	QUALITY OFFICE SOLUTIONS	\$46.57		
00059236	WAL-MART	\$129.00		
00059059	CASPER CONTRACTORS SUPPLY	\$34.51		
00059634	ATLAS OFFICE PRODUCTS	\$17.24		
00059478	NEVEREST EQUIPMENT	\$690.44		
00059364	ALSCO	\$280.52		
		<b>\$1,198.28</b>	<b>Subtotal for Dept.</b>	<b>Sewer</b>
00058638	BLOEDORN LUMBER	\$37.77		

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

00058348	CASPER CONTRACTORS SUPPLY	\$363.49	
00058171	OREILLY AUTO	\$11.99	
00059012	AM SIGNAL	\$9,591.50	
00058112	ANIXTER	\$350.00	
00058058	CPU IIT	\$5.99	
00058975	BLOEDORN LUMBER	\$17.68	
00058339	GEOTEC INDUSTRIAL SUPPLY	\$145.00	
00058978	BLOEDORN LUMBER	\$3.51	
00058304	CRESCENT ELECTRIC	\$32.04	
00059017	CASPER CONTRACTORS SUPPLY	\$2.72	
00059340	CASPER CONTRACTORS SUPPLY	\$277.64	
00059342	CPU IIT	\$88.40	
00059400	WAGNER'S OUTDOOR OUTFITTERS	\$300.33	
00059440	HEARTLAND SERVICES	\$200.00	
00058331	NOLAND FEED	\$170.00	
00058129	BLOEDORN LUMBER	\$20.97	
00059081	CASPER ELECTRIC	\$6,499.00	
00059495	TOP OFFICE PRODUCTS	\$64.98	
00058924	STAPLES	\$63.96	
00059136	COMMUNICATION TECHNOLOGY	\$49.85	
00059514	ALL OUT FIRE EXTINGUISHER	\$940.00	
00059105	POTTERS FLEX O LITE	\$546.00	
00059099	VERIZON	\$40.01	
00059424	CASPER STAR TRIBUNE	\$492.20	
00059469	ALSCO I	\$921.95	
00059292	FEDEX	\$68.82	
00059226	BLOEDORN LUMBER	\$60.48	
00059256	CASPER STAR TRIBUNE	\$142.77	
00059237	ETA INTERNATIONAL	\$175.00	
		<b>\$21,684.05</b>	<b>Subtotal for Dept. Streets</b>
00059230	ORBITZ	\$179.00	
00058977	CASPER WINNELSON	\$248.62	
00059498	WW GRAINGER	\$16.87	
00058473	JWC	\$9,172.00	
00059112	LEES GLASS	\$81.34	
00059199	LEES GLASS	\$8.39	
00059326	ALSCO	\$602.38	
00059297	WW GRAINGER	\$176.46	
00059398	STOTZ EQUIPMENT	\$50.82	
00059320	CPS DISTRIBUTORS	\$66.19	
00059314	BAILEYS ACE HARDWARE	\$6.99	
00059436	HOSE & RUBBER SUPPLY	\$39.77	
00059517	CPU IIT	\$140.00	
00059563	HARBOR FREIGHT TOOLS	\$2.99	
00059447	ATLAS OFFICE PRODUCTS	\$26.83	
00059583	CASPER CONTRACTORS SUPPLY	\$18.30	
		<b>\$10,836.95</b>	<b>Subtotal for Dept. Waste Water</b>
00059128	GREAT PLAINS CLEANING	\$35.05	

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

00059305 SUTHERLANDS	\$8.99	
00059287 DANA KEPNER	\$59.36	
00059258 ATLANTIC ELECTRIC	\$485.00	
00059445 GUNNERS METERS	\$554.00	
00059135 ATLAS OFFICE PRODUCTS	\$26.68	
00059634 ATLAS OFFICE PRODUCTS	\$17.24	
00059227 WATERWORKS INDUSTRIES	\$45.82	
00059493 ENERGY LABORATORIES	\$20.00	
00059304 USPS	\$23.80	
00059197 71 SOIL AND STONE	\$4,812.60	
00059014 ENERGY LABORATORIES	\$340.00	
00059548 QUALITY OFFICE SOLUTIONS	\$46.57	
00059104 ATLAS OFFICE PRODUCTS	\$29.32	
00059435 INBERG-MILLER ENGINEERING	\$1,260.00	
	<b>\$7,764.43</b>	Subtotal for Dept. Water
00059349 ALSCO	\$181.08	
00059361 CPU IIT	\$124.44	
00059475 XEROX CORPORATION	\$233.11	
00059508 FERGUSON ENTERPRISES	\$3.11	
00059407 WEAR PARTS	\$2.00	
00059501 FERGUSON ENTERPRISES	\$228.40	
00059491 UPS	\$20.68	
00059133 ATLAS OFFICE PRODUCTS	\$433.61	
00059532 CRUM ELECTRIC SUPPLY	\$132.24	
00059007 PACIFIC HIDE AND FUR	\$20.20	
00059188 UNITED GLASS	\$162.37	
00059293 ENERGY LABORATORIES	\$375.00	
00059113 EUROFINS EATON ANALYTICAL	\$200.00	
00059109 CPU IIT	\$85.00	
00059068 ENERGY LABORATORIES	\$84.00	
00059064 ENERGY LABORATORIES	\$225.00	
00059054 CRUM ELECTRIC SUPPLY	\$3,499.99	
00059034 FERGUSON ENTERPRISES	\$38.35	
00059019 SEARS ROEBUCK	\$62.99	
00059535 COASTAL CHEMICAL	\$90.50	
00059198 FERGUSON ENTERPRISES	\$451.73	
00059276 ENERGY LABORATORIES	\$225.00	
00059223 SMITHS FOOD	\$35.96	
00058998 COASTAL CHEMICAL	\$85.24	
00059093 ENERGY LABORATORIES	\$42.00	
00059558 WEAR PARTS	\$2.00	
00059057 ENERGY LABORATORIES	\$22.00	
00058968 UNITED STATES WELDING	\$2,646.25	
00058986 ULINE SHIP SUPPLIES	\$54.91	
00058991 CASPER CONTRACTORS SUPPLY	\$35.72	
00059232 UPS	\$20.84	
	<b>\$9,823.72</b>	Subtotal for Dept. Water Treatment Plant
00058467 AMAZON	\$56.87	

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## P-CARD VENDORS

00058801	THE HOME DEPOT	\$4.93	
00058506	VAN DIEST SUPPLY COMPANY	\$858.44	
00058541	AMAZON	\$62.68	
00058545	AMAZON	\$31.34	
00058581	AMAZON	\$98.11	
00058678	ALPINE MOTOR SPORTS	\$126.90	
00058813	HOSE & RUBBER SUPPLY	\$9.68	
00058922	THE HOME DEPOT	\$169.00	
00058393	MICHAELS FENCE & SUPPLY	\$4.21	
00059286	OREILLY AUTO	\$9.24	
00059294	OREILLY AUTO	\$3.60	
00058958	MOUNTAIN STATES LITHOGRAPHING	\$830.66	
00058371	VAN DIEST SUPPLY COMPANY	\$538.13	
		<b>\$2,803.79</b>	<b>Subtotal for Dept. Weed And Pest</b>
		<b>\$241,310.61</b>	<b>Subtotal for Vendor</b>

## PEAK GEOSOLUTIONS/ SOLID WASTE PROFESSIONALS

2017.26	LANDFILL GAS COLLECTION	\$9,878.69	
		<b>\$9,878.69</b>	<b>Subtotal for Dept. Balefill</b>
		<b>\$9,878.69</b>	<b>Subtotal for Vendor</b>

## PEPSI COLA OF CASPER

2199018742	PRODUCT	\$804.00	
2199018741	PRODUCT	\$804.00	
		<b>\$1,608.00</b>	<b>Subtotal for Dept. Aquatics</b>
2105000980	CREDIT	(\$122.65)	
2105000981	CREDIT	(\$100.00)	
		<b>(\$222.65)</b>	<b>Subtotal for Dept. Ice Arena</b>
		<b>\$1,385.35</b>	<b>Subtotal for Vendor</b>

## POSTAL PROS SOUTHWEST INC

3783	UTILITY BILLING FEES	\$348.31	
3755	UTILITY BILLING FEES	\$2,967.36	
		<b>\$3,315.67</b>	<b>Subtotal for Dept. Finance</b>
		<b>\$3,315.67</b>	<b>Subtotal for Vendor</b>

## PRINTWORKS

11342	PLUMBING GREEN TAG	\$177.70	
11346	ENVELOPES	\$274.00	
		<b>\$451.70</b>	<b>Subtotal for Dept. Code Enforcement</b>
		<b>\$451.70</b>	<b>Subtotal for Vendor</b>

## RAILROAD MGMT CO III, LLC

348507	30-IN SEWER LINE CROSSING	\$194.55	
		<b>\$194.55</b>	<b>Subtotal for Dept. Sewer</b>
348703	48-IN SEWER LINE CROSSING	\$1,148.61	
		<b>\$1,148.61</b>	<b>Subtotal for Dept. Waste Water</b>

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## RAILROAD MGMT CO III, LLC

**\$1,343.16** Subtotal for Vendor

### RANDY L NAB

RIN0027752 CURB STOP REPAIR

\$546.50

**\$546.50** Subtotal for Dept. Water

**\$546.50** Subtotal for Vendor

### RAPID FIRE PROTECTION, INC.

5105 LIFESTEPS FIRE SUPPRESSION SYS

\$12,666.00

5105 LIFESTEPS FIRE SUPPRESSION SYS

\$750.41

5105 LIFESTEPS FIRE SUPPRESSION SYS

\$22,950.44

5105 LIFESTEPS FIRE SUPPRESSION SYS

\$10,000.00

5105 LIFESTEPS FIRE SUPPRESSION SYS

\$9,093.00

5105 LIFESTEPS FIRE SUPPRESSION SYS

\$48,425.73

5105 LIFESTEPS FIRE SUPPRESSION SYS

\$2,205.72

**\$106,091.30** Subtotal for Dept. CDBG

**\$106,091.30** Subtotal for Vendor

### REBECCA PETERSEN

RIN0027775 UTILITY REFUND

\$44.63

**\$44.63** Subtotal for Dept. Water

**\$44.63** Subtotal for Vendor

### RECYKLING INDUSTRIAL REPAIRS, INC

1130 BALER PARTS

\$2,867.75

1115 BALER TRAINING PROGRAM

\$3,120.00

1126 DOOR GUIDE SOLENOID VALVE

\$2,412.89

1132 SOUTH BALER RELINE

\$28,425.00

1129 BALER PARTS

\$2,867.75

1131 NORTH BALER RELINE

\$33,425.00

**\$73,118.39** Subtotal for Dept. Balefill

**\$73,118.39** Subtotal for Vendor

### RICHARD MESTAS

RIN0027774 REFUND MEDICAL PREMIUM

\$610.83

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

**\$610.83** Subtotal for Vendor

### ROBINSON, ANDREA

0028845465 UTILITY REFUND

\$13.21

**\$13.21** Subtotal for Dept. Water

**\$13.21** Subtotal for Vendor

### ROCKY MOUNTAIN POWER

AP00016906091718 ELECTRICITY

\$566.20

AP00014906091718 ELECTRICITY

\$5,085.45

**\$5,651.65** Subtotal for Dept. Aquatics

RIN0027770 ELECTRICITY

\$28.34

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## ROCKY MOUNTAIN POWER

AP00016706091718 ELECTRICITY	\$3,698.71		
	<b>\$3,727.05</b>	Subtotal for Dept.	Balefill
AP00015006091718 ELECTRICITY	\$204.12		
	<b>\$204.12</b>	Subtotal for Dept.	Cemetery
AP00015106091718 ELECTRICITY	\$3,993.05		
AP00015106091718 ELECTRICITY	\$338.68		
AP00015106091718 ELECTRICITY	\$926.22		
AP00015106091718 ELECTRICITY	\$24.58		
	<b>\$5,282.53</b>	Subtotal for Dept.	City Hall
AP00015506091718 ELECTRICITY	\$2,788.40		
	<b>\$2,788.40</b>	Subtotal for Dept.	Fire
AP00015406091718 ELECTRICITY	\$3,290.01		
	<b>\$3,290.01</b>	Subtotal for Dept.	Fleet Maintenance
AP00015606091718 ELECTRICITY	\$749.63		
	<b>\$749.63</b>	Subtotal for Dept.	Fort Caspar
AP00015706091718 ELECTRICITY	\$4,612.73		
	<b>\$4,612.73</b>	Subtotal for Dept.	Golf Course
AP00015806091718 ELECTRICITY	\$2,952.52		
AP00023506091718 ELECTRICITY	\$1,734.53		
	<b>\$4,687.05</b>	Subtotal for Dept.	Hogadon
AP00015906091718 ELECTRICITY	\$5,110.48		
	<b>\$5,110.48</b>	Subtotal for Dept.	Ice Arena
AP00016006091718 ELECTRICITY	\$951.79		
	<b>\$951.79</b>	Subtotal for Dept.	Metro Animal
AP00018006091718 ELECTRICITY	\$2,818.09		
	<b>\$2,818.09</b>	Subtotal for Dept.	Parks
AP00016206091718 ELECTRICITY	\$299.82		
	<b>\$299.82</b>	Subtotal for Dept.	Police
AP00015206091718 ELECTRICITY	\$4,515.16		
	<b>\$4,515.16</b>	Subtotal for Dept.	Recreation
AP00016306091718 ELECTRICITY	\$445.36		
	<b>\$445.36</b>	Subtotal for Dept.	Sewer
RIN0027796 ELECTRICITY	\$79.07		
AP00017006091718 ELECTRICITY	\$66.16		
	<b>\$145.23</b>	Subtotal for Dept.	Streets
	<b>\$45,279.10</b>	Subtotal for Vendor	

## ROD BARSTAD'S PAINT & AUTO BODY

5937 BODY SHOP REPAIRS

	\$1,296.48		
	<b>\$1,296.48</b>	Subtotal for Dept.	Fleet Maintenance
	<b>\$1,296.48</b>	Subtotal for Vendor	

## RYAN SHELLENBERGER

RIN0027757 EXAM FEE REIMBURSEMENT

	\$555.00		
	<b>\$555.00</b>	Subtotal for Dept.	Information Services

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

**RYAN SHELLENBERGER**

**\$555.00** Subtotal for Vendor

**SAM DUNNUCK**

17-0005 CLOTHING REIMBURSEMENT

\$180.84

**\$180.84** Subtotal for Dept. Police

**\$180.84** Subtotal for Vendor

**SAM PARSON'S UPHOLSTERY**

674074 REUPHOLSTER 2 SEAT CUSHIONS

\$269.00

**\$269.00** Subtotal for Dept. Fleet Maintenance

**\$269.00** Subtotal for Vendor

**SARA NELSON**

2308 CLOTHING REIMBURSEMENT

\$37.86

**\$37.86** Subtotal for Dept. Police

**\$37.86** Subtotal for Vendor

**SCS AQUATERRA**

RIN0027767 BALEFILL GAS COLLECTION

\$78,723.19

**\$78,723.19** Subtotal for Dept. Balefill

**\$78,723.19** Subtotal for Vendor

**SHANNON COLE**

RIN0027749 TRAVEL EXPENSES

\$101.39

**\$101.39** Subtotal for Dept. Police Grants

**\$101.39** Subtotal for Vendor

**SHANNON DALEY**

3519446 CLOTHING REIMBURSEMENT

\$123.55

**\$123.55** Subtotal for Dept. Police

**\$123.55** Subtotal for Vendor

**SMARSH, INC**

AP00017706091718 EMAIL MAINTENANCE

\$1,800.00

**\$1,800.00** Subtotal for Dept. Finance

**\$1,800.00** Subtotal for Vendor

**SNEAD, ANDREW/ROBERTA**

0028845463 UTILITY REFUND

\$0.49

0028845463 UTILITY REFUND

\$66.04

**\$66.53** Subtotal for Dept. Water

**\$66.53** Subtotal for Vendor

**STAR LINE FEEDS**

244200 PET FOOD

\$505.25

244344 PET FOOD

\$525.20

**\$1,030.45** Subtotal for Dept. Metro Animal

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## STAR LINE FEEDS

**\$1,030.45** Subtotal for Vendor

## STATE OF NEBRASKA - DEPT OF MOTOR VEHICLES

RIN0027792 CERTIFIED DRIVING RECORD

\$3.00

**\$3.00** Subtotal for Dept. Police

**\$3.00** Subtotal for Vendor

## STATE OF WY - DEPT. OF AGRICULTURE

RIN0027725 LICENSE

\$50.00

RIN0027729 LICENSE

\$50.00

RIN0027730 LICENSE

\$50.00

RIN0027731 LICENSE

\$50.00

RIN0027732 LICENSE

\$50.00

RIN0027733 LICENSE

\$50.00

RIN0027734 LICENSE

\$50.00

RIN0027735 LICENSE

\$50.00

RIN0027727 LICENSE

\$50.00

RIN0027737 LICENSE

\$50.00

RIN0027726 LICENSE

\$50.00

RIN0027736 LICENSE

\$50.00

**\$600.00** Subtotal for Dept. Aquatics

RIN0027728 LICENSE

\$50.00

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

**\$650.00** Subtotal for Vendor

## STATE OF WY. - NOTARY DIV.

RIN0027762 NOTARY RENEWAL

\$30.00

**\$30.00** Subtotal for Dept. Police

**\$30.00** Subtotal for Vendor

## STEPHENS, TUCKER

0028845462 UTILITY REFUND

\$31.98

**\$31.98** Subtotal for Dept. Water

**\$31.98** Subtotal for Vendor

## SUPERIOR INDUSTRIAL SUPPLY & EQUIPMENT INC

6656 INSTALL CHAIN FOR LIFTS

\$1,734.75

**\$1,734.75** Subtotal for Dept. Fleet Maintenance

**\$1,734.75** Subtotal for Vendor

## THE SMOKIN' ARMADILLO LLC

WYMETHPROJ METH CONFERENCE LUNCH

\$120.00

**\$120.00** Subtotal for Dept. Police Grants

**\$120.00** Subtotal for Vendor

## URGENT CARE OF CASPER LLC.

1852 PRE HIRE TESTING

\$45.00

**\$45.00** Subtotal for Dept. Communications Center

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## URGENT CARE OF CASPER LLC.

**\$45.00** Subtotal for Vendor

## VERIZON COMMUNICATION INC

2016219193 SUBPEONA PHONE RECORDS

\$97.00

**\$97.00** Subtotal for Dept. Police

**\$97.00** Subtotal for Vendor

## VISION SVC. PLAN

803827690 COBRA CONTRIBUTIONS

\$64.84

803827689 BENEFIT PAYABLE

\$1,474.76

**\$1,539.60** Subtotal for Dept. Health Insurance

**\$1,539.60** Subtotal for Vendor

## WARDWELL WATER & SEWER DISTRICT

RIN0027755 BOOSTER IRRIGATION

\$18.73

**\$18.73** Subtotal for Dept. Water Treatment Plant

**\$18.73** Subtotal for Vendor

## WEST PLAINS ENGINEERING, INC.

BC17009-001001 COMPOST EQUIP BUILDING HEAT

\$1,075.00

**\$1,075.00** Subtotal for Dept. Balefill

**\$1,075.00** Subtotal for Vendor

## WESTERN PLAINS LANDSCAPING LLC.

RIN0027788 WASHINGTON POOL RENOVATION

\$96,414.00

**\$96,414.00** Subtotal for Dept. Aquatics

**\$96,414.00** Subtotal for Vendor

## WESTERN WATER CONSULTANTS, INC.

160360008 ROBERTSON ROAD TRAIL EXTENSION

\$108.90

142020013 ROBERTSON ROAD TRAIL EXTENSION

\$198.00

160360008 ROBERTSON ROAD TRAIL EXTENSION

\$435.60

142020013 ROBERTSON ROAD TRAIL EXTENSION

\$49.50

**\$792.00** Subtotal for Dept. Parks

160580014 K STREET IMPROVEMENTS

\$147.40

**\$147.40** Subtotal for Dept. Sewer

160580014 K STREET IMPROVEMENTS

\$1,637.75

160580014 K STREET IMPROVEMENTS

\$1,375.71

160080014 15TH & ELM STREET IMPROVEMENTS

\$886.25

130130046 MIDWEST AVE RECONSTRUCTION

\$5,027.50

**\$8,927.21** Subtotal for Dept. Streets

160580014 K STREET IMPROVEMENTS

\$114.64

**\$114.64** Subtotal for Dept. Water

**\$9,981.25** Subtotal for Vendor

## WLC ENGINEERING - SURVEYING - PLANNING

2017-10393 SURVEYING SERVICES

\$1,305.00

# Bills and Claims

City of Casper

07-Jun-17 to 20-Jun-17

## WLC ENGINEERING - SURVEYING - PLANNING

**\$1,305.00** Subtotal for Dept. Engineering  
**\$1,305.00** Subtotal for Vendor

## WY. DEPT. OF TRANSPORTATION

0000089141 BRYAN STOCK TRAIL

\$558.60  
**\$558.60** Subtotal for Dept. Streets  
**\$558.60** Subtotal for Vendor

## WY. LAW ENFORCEMENT ACADEMY

A-0321 WLEA TRAINING COSTS

\$1,543.00  
**\$1,543.00** Subtotal for Dept. Police  
**\$1,543.00** Subtotal for Vendor

## WYOMING HOMELESS COLLABORATIVE

5 MEMBERSHIP  
5 MEMBERSHIP

\$331.41  
\$168.59  
**\$500.00** Subtotal for Dept. Planning  
**\$500.00** Subtotal for Vendor

## YOUTH CRISIS CENTER CORP.

MAY2017 FUNDING

\$4,542.75  
**\$4,542.75** Subtotal for Dept. Social Community Services  
**\$4,542.75** Subtotal for Vendor

## ZAC LOWNDES

2565824 HOLSTER PURCHASE

\$75.00  
**\$75.00** Subtotal for Dept. Police  
**\$75.00** Subtotal for Vendor

**Grand Total** **\$2,702,370.39**

Approved By:

On:

**Payroll Disbursements**

6/2/17	FIRE PAYROLL	\$	164,295.52
6/2/17	BENEFITS & DEDUCTIONS	\$	28,844.70
6/14/17	FIRE PAYROLL	\$	176,282.48
6/14/17	BENEFITS & DEDUCTIONS	\$	30,082.22
6/15/17	CITY PAYROLL	\$	1,122,466.22
6/15/17	BENEFITS & DEDUCTIONS	\$	182,539.78

**Total Payroll** \$ 1,704,510.92

**Additional Fees**

**Total Fees** \$ -

**Additional AP**

6/1/17	Prewrits - utility refunds/travel expenses petty cash	\$	2,478.09
6/2/17	Wire to Global Spectrum - Operating Funds	\$	73,187.72
6/9/17	Wire to Global Spectrum - June Management Fee	\$	10,833.33

**Total Additional AP** \$ 86,499.14

May 26, 2017

MEMO TO: Liz Becher, Interim City Manager - 

FROM: Craig Collins, AICP, City Planner  
Aaron Kloke, Planner I

SUBJECT: Generation Casper Comprehensive Plan Update

**Meeting Type & Date:** Regular Council Meeting, June 20, 2017.

**Action Type:** Establish Public Hearing for July 5, 2017.

**Recommendation:** That Council, by minute action, establish July 5, 2017, as the date of public hearing for a Resolution approving the update to the Casper Comprehensive Land Use Plan.

**Summary:** **Background and Analysis** – Generation Casper, which began approximately one (1) year ago, is an update to the City’s 2000 Comprehensive Land Use Plan. In May of 2016, Logan Simpson Design Inc. (Logan Simpson), of Fort Collins, CO, was retained to assist staff in completing the Plan update.

This Plan serves as a decision-making guide for the next 10-20 years with regard to future City policies and investments, land use and transportation planning, economic development forecasting, and capital improvement planning. As a policy document, with a focus on land use and transportation, this Plan will help ensure efficient city services, key infrastructure, and managed growth while maintaining Casper’s unique quality of life. This process was heavily based on gathering public input and because of these engagement efforts, the Plan serves as a touchstone for future policy decisions.

The Plan is first and foremost a land use policy document that will help guide future development, public amenities, and infrastructure. The Plan includes specific and detailed visions, principles, and recommendations that are unique to Casper. In addition to a robust public outreach process, extensive data and trend analysis, best practices in city planning, and previously adopted plans also informed the Plan. The recommendations fall under six major themes related to Casper’s character, transportation, economic development, natural assets, urban center, and overall quality of life. The Plan also includes maps showing proposed and recommended future land use designations and major street alignments.

This document also provides strategies and a priority list for next step projects, initiatives, and actions as well as establishes performance measurements in relation to future needs and goals to monitor success of future land and transportation development. When it comes to immediate actions for implementation, the Plan focuses on four (4) policy focus areas to begin:

- Reducing infrastructure and long term maintenance costs and impacts to city services;
- Zoning code changes;
- Rethinking infrastructure financing;
- Working with private and public partners.

**Previous Council/Commission/Board Actions** – At the April 25, 2017 Council Work Session, Kristina Kachur and Megan Moore of Logan Simpson provided an overview of the Public Draft of the Plan.

Throughout this process, at numerous Steering Committee Meetings, and working meetings, Council has been represented by current Councilman Bob Hopkins and former Councilman Stephen Cathey. In addition, Chairman Bob King and former Vice Chairman James Holloway have represented the Planning & Zoning Commission.

**Communication Efforts** – Since June of 2016, we have managed the following public outreach efforts:

- Nine (9) public meetings such as open houses, workshops, and listening sessions;
- Six (6) surveys;
- Seventeen (17) community events attended, such as Art Walk, Farmer’s Market, Back to School Bash, etc.;
- Twenty-five (25) focus groups or group presentations;
- Six (6) steering committee meetings;
- Eleven (11) e-newsletter updates to 750+ contacts;
- One (1) water bill mailing to 22,000+ property owners.

**Financial Considerations:** None

**Oversight/Project Responsibility:** Aaron Kloke, Planner I is tasked with managing the update to Casper’s Comprehensive Plan.

**Attachments:** None

June 16, 2017

MEMO TO: Liz Becher, Interim City Manager



FROM: Craig Collins, AICP, City Planner

SUBJECT: Property Trade between the City and Fire Station Limited Partnership

**Meeting Type & Date:** Regular Council Meeting, June 20, 2017.

**Action Type:** Establish Public Hearing for July 5, 2017.

**Recommendation:** That Council, by minute action, establish July 5, 2017, as the date of public hearing for a resolution approving a Real Estate Trade Agreement between the City and Fire Station Limited Partnership, to trade real properties located in Block 1 of the Casper Subdivision.

**Summary:** **Background and Analysis** – The City of Casper has been coordinating with the Downtown Development Authority (DDA) on land assemblage for the proposed downtown plaza project (David Street Station). Fire Station Limited Partnership owns a parking lot which is located just north of the old Fire Station on David Street, described as Lot 39, Block 1, Casper Subdivision. The DDA designed the David Street Station to incorporate Lot 39, and has always assumed that the property would be acquired for their project. Fire Station Limited Partnership is willing to trade Lot 39 for the old Municipal Garage property, owned by the City, immediately adjoining the old Fire Station on its south, and encompassing Lot 34, and the south 9' of Lot 35, Block 1, Casper Subdivision. The existing parking lot on Lot 39 recently appraised for \$52,500, and the old Municipal Garage property recently appraised for \$68,000. As set forth in the Real Estate Trade Agreement, Fire Station Limited Partnership will be paying the City the \$15,500 difference between the appraised values to equalize the trade.

A Real Estate Trade Agreement will be prepared and brought forth to Council on July 5, 2017 for consideration, following the required 3-week publication and public hearing requirements.

**Previous Council/Commission/Board Actions** – The proposed property trade was discussed at the October 11, 2016 and May 9, 2017 City Council work sessions.

**Communication Efforts** – N/A

**Financial Considerations:** The City will collect \$15,500 in revenue as a part of the land trade.

**Oversight/Project Responsibility:** Community Development Department, Liz Becher and Craig Collins.

May 15, 2017

**MEMO TO:** Liz Becher, Interim City Manager *LB*

**FROM:** Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*  
Pete Meyers, Assistant Support Services Director  
Carla Mills-Laatsch, Licensing Specialist

**SUBJECT:** Establish the Public Hearing Date for a New Restaurant Liquor License No. 34 for New Chopstix Asian Bistro Casper, Inc. d.b.a New Chopstix Asian Bistro Casper, Inc. located at 1937 East 2nd Street.

**Meeting Type & Date**

Regular Council Meeting  
June 20, 2017

**Action type**

Establish Public Hearing  
Minute Action

**Recommendation**

That Council, by minute action, establish July 5, 2017 as the Public Hearing Date for a New Restaurant Liquor License No. 34 for New Chopstix Asian Bistro Casper, Inc., d.b.a New Chopstix Asian Bistro Casper, Inc., located at 1937 East 2nd Street.

**Summary**

The City of Casper has received an application for a new Restaurant Liquor License No. 34 for New Chopstix Asian Bistro Casper, Inc., d.b.a New Chopstix Asian Bistro Casper, Inc., located at 1937 East 2nd Street. Previously, a restaurant liquor license was located at this address. The previous owners decided not to renew for the Liquor License period 2017-2018.

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

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

**Financial Considerations**

No Financial Considerations

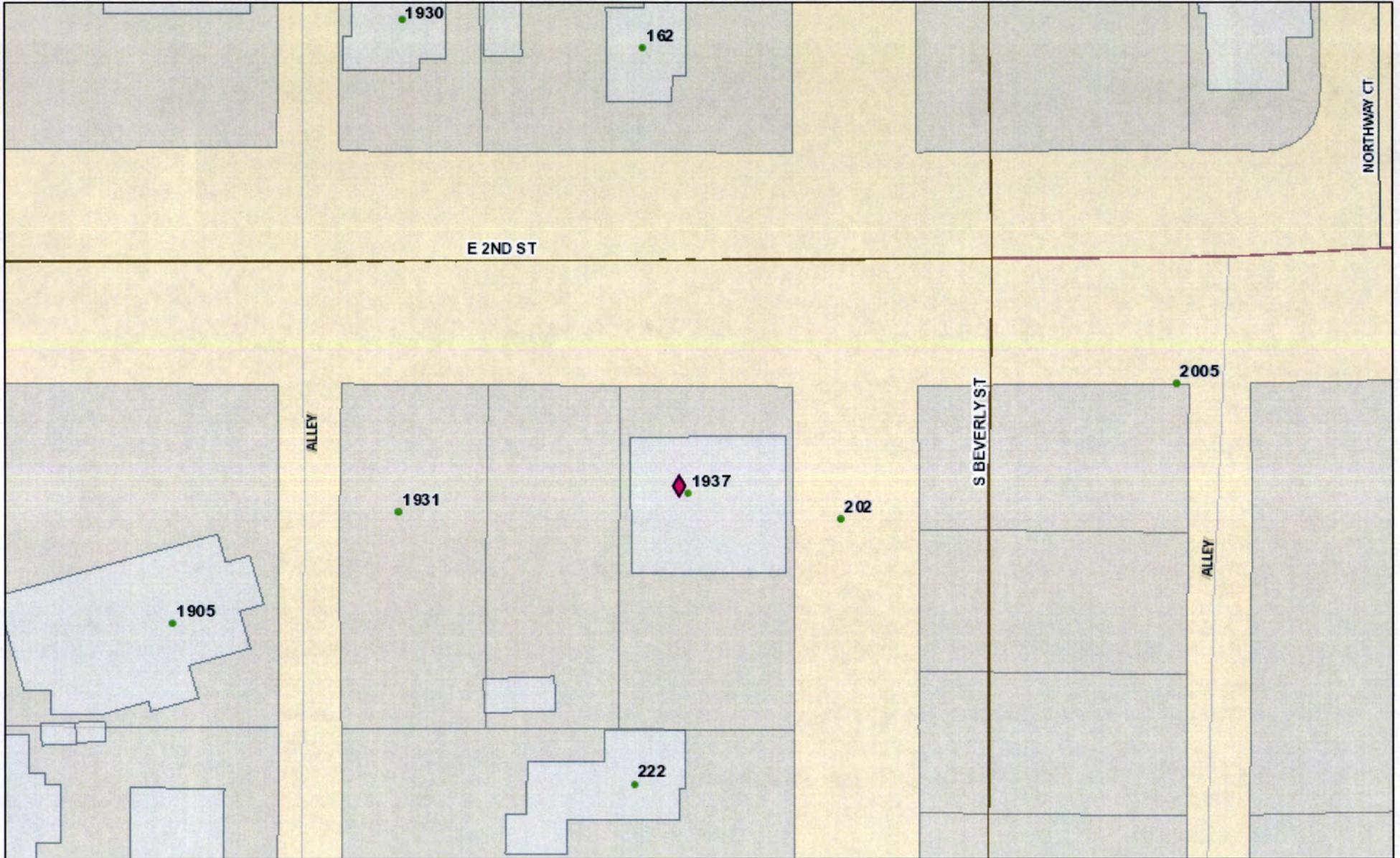
**Oversight/Project Responsibility**

Carla Mills-Laatsch, Licensing Specialist, Support Services

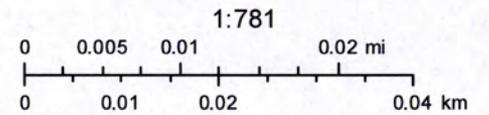
**Attachments**

Map of location

# New Chopstix Asian Bistro Casper, Inc.



May 11, 2017



Natrona County Assessor, NRGISC  
City of Casper, Town of Bar Nunn, Town of Mills, Town of Evansville, Natrona

June 6, 2017

**MEMO TO:** Liz Becher, Interim City Manager *lb*  
**FROM:** Tracey Belser, Assistant City Manager/Support Services Director *TB*  
Pete Meyers, Assistant Support Services Director  
Kirk Gunderson, Accountant  
**SUBJECT:** Amendment to the Fiscal Year 2017 Budget

**Meeting Type & Date:**  
Regular Council Meeting  
June 20, 2017

**Action type:**  
Public Hearing and Resolution

**Recommendation:**  
That Council, by resolution, authorize an amendment to the Fiscal Year 2017 Budget.

**Summary:**  
The Municipal Budget Act, Wyoming State Statute Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an amendment of the budget as per Wyoming State Statute 16-4-113.

At year-end in June, a comparison is made between budget and actual expenditure. This evaluation often leads to a certain number of budget adjustments. A budget adjustment is typically done when:

- (1) Funding became available after the start of the fiscal year, often due to the receipt of a grant.
- (2) Special circumstance arose mid-year that resulted in spending more than had been originally budgeted.
- (3) The original budget was simply erroneous because an item was incorrectly entered into the formal budget document.

The City typically submits budget amendments twice each year, once in January and once in June. Due to the low number of adjustments desired, a budget amendment was not submitted to Council in January.

The amendments submitted by Department Heads are summarized as follows:

Fire Grants – Increase \$110,000 for the following

- Provide \$110,000 for equipment and training associated with purchase of a Dragger Gas ID gas detection monitoring system and Self Contained Breathing Apparatus units that are air packs that can be worn on the back.

These items are funded by unanticipated revenue from a higher than expected grant award.

Police Grants – Increase \$163,278 for the following:

- Provide \$130,000 for salary and benefits for a Program Assistant. Also included are funds for training and supplies. This is being funded with Federal Grants from the International Association of Chiefs of Police and Homeland Security.
- Provide \$33,278 for overtime and other supplies associated with alcohol and tobacco compliance. This is being funded with State Grants.

These items are funded by unanticipated revenue from higher than expected grant awards.

Property and Liability – Increase \$280,000 for the following:

- Provide \$95,000 for Light Equipment as the account was mistakenly entered as \$12,000 instead of \$120,000 during budget entry. Though a projected decrease in other capital expenditures will absorb some of the shortfall, an adjustment is necessary to ensure the fund doesn't exceed budget.
- Provide \$185,000 for costs associated with the Cole Creek Fire that began on October 10, 2015. The repair of the Solid Waste grinder damaged in the fire has been completed. All final bills have not been received, but the cost of the repair is estimated to total \$185,000. This expense was unknown during budget preparation.

These items are funded by unanticipated revenue of \$280,000 associated with an anticipated loss payment from WARM before July 2017.

Capital Projects – Increase \$1,567,810 for the following:

- Provide \$565,000 for Platte River Restoration. The funding derives via grants from three sources including The Wyoming Business Council (\$500,000), Wyoming Game and Fish Commission (\$50,000) and Wyoming Governors Big Game Coalition (\$15,000).

These items are funded by unanticipated revenue from the receipt of grant awards.

- Provide \$375,000 for Phase 2 of the Casper Mountain Trail Project from Casper College to Rotary Park. Funding derives from the Wyoming Department of Transportation-Transportation Alternatives Program. City will fund \$170,000 of the project.

This item is funded by unanticipated revenue from the receipt of grant awards.

- Provide \$359,891 for additional work on Robertson Road Construction project. Funding derives from the Wyoming Department of Transportation-Transportation Alternatives Program.

This item is funded by unanticipated revenue from the receipt of grant awards.

- Provide \$268,000 for funding completion of the YMCA project. This funding was budgeted in FY16 but was not encumbered to FY17.

This item is funded by reserves.

Perpetual Care – Increase \$10,000 for the following:

- Provide \$10,000 for tree planting within the City. The funding derives from a grant from Keep America Beautiful.

This item is funded by unanticipated revenue from the receipt of a grant award.

Weed and Pest – Increase \$18,750 for the following:

- Provide \$18,750 for equipment and service to track spray operations and allow easier dissemination of data to the public and internal customers. Agterra would be the vendor for this purchase.

This item is funded by reserves.

Balefill – Increase \$38,236 for the following:

- Provide \$14,736 for part time personnel to contain litter. The Wyoming Department of Environmental Quality indicated the Balefill was not in compliance and the facility should be in compliance by July 1, 2017.
- Provide \$23,500 for part-time personnel to fund a Municipal Worker to transport residential waste from near the baler building to the landfill. Customers are permitted to drop off waste in construction containers when City balers are not operating.

These items are funded by reserves.

Refuse – Increase \$50,000 for the following:

- Provide \$50,000 for bulk fuel as estimates assuming diesel fuel would remain at \$2 per gallon have proved inaccurate.

This item is funded with reserves.

Water – Increase \$45,498 for the following

- Provide \$30,000 for a portion of a roof repair project for the Water Treatment Plant.

- Provide \$15,498 for a portion of a system development charge study.

These items are funded by the Regional Water System.

Water Treatment Plant – Increase \$65,000 for the following:

- Provide \$65,000 for Electricity charges. This line item has been budgeted too low in recent years and this adjustment would align the budget with actual usage.

This item is funded by the Regional Water System.

Revolving Land – Increase \$1,080,000 for the following:

- Provide \$1,005,000 for the purchase of the Plains Furniture Building.
- Provide \$31,000 for appraisals of City owned property.
- Provide \$30,000 for demolition work associated with the Plains Furniture Building.
- Provide \$14,000 for property taxes on City owned property.

These items are funded by reserves.

Opportunity Fund – Increase \$432,750 for the following:

- Provide \$432,750 for a loan to the Casper Housing Authority for Roosevelt Building and Land.

This item is funded by reserves.

**Financial Considerations:**

No financial considerations.

**Oversight/Project Responsibility:**

Kirk Gunderson, Accountant

**Attachments:**

City of Casper Budget Amendment FY 2017

**RESOLUTION NO.17-109**

A RESOLUTION AMENDING THE FISCAL YEAR 2017  
BUDGET OF THE CITY OF CASPER, AUTHORIZING THE  
ADJUSTMENT OF FUNDS THEREUNDER.

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

**SECTION 1.**

Pursuant to published notice and a hearing conducted as provided by law, the Council of the City of Casper, Natrona County, Wyoming, hereby amends the budget of the City of Casper for Fiscal Year 2017 by adjusting the following funds for additional funding sources and increased appropriations:

**Additional Funding Sources:**

<b>Unanticipated Revenues</b>	
Fire Grants	\$ 110,000
Police Grants	\$ 163,278
Property and Liability	\$ 280,000
Capital Projects	\$ 1,299,810
Perpetual Care	\$ 10,000
Water	\$ 45,498
Water Treatment Plant	\$ 65,000
Total	\$ 1,973,586
<b>Reserves</b>	
Capital Projects	\$ 268,000
Weed and Pest	\$ 18,750
Balefill	\$ 38,236
Refuse	\$ 50,000
Revolving Land	\$ 1,080,000
Opportunity	\$ 432,750
Total	\$ 1,887,736
Total	\$ 3,861,322

**SECTION 2.**

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

PASSED, APPROVED, AND ADOPTED this 20<sup>th</sup> day of June, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Kenyne Humphrey  
Mayor

June 2, 2017

**MEMO TO:** Liz Becher, Interim City Manager *LB*

**FROM:** Tracey L. Belser, Assistant City Manager/Support Services Director *LB*  
Pete Meyers, Assistant Support Services Director  
Kirk Gunderson, Accountant

**SUBJECT:** Adoption of the Proposed Budget for Fiscal Year 2018

**Meeting Type & Date**

Regular Council Meeting

June 20, 2017

**Action type**

Resolution and Public Hearing

**Recommendation**

That Council, by resolution, adopt the proposed budget for Fiscal Year 2018.

**Summary**

Incorporated First Class cities and towns must adopt either an annual or biannual budget. A public hearing must be held to receive public input on a proposed budget, and a final budget must be adopted by the City Council within twenty-four hours of that hearing.

Formal budget preparation began in November 2016. Every department worked to prepare the proposed budget. The Interim City Manager's proposed budget was delivered to City Council on May 12, 2017. City Council reviewed the proposed budget over a series of four work sessions that were held between May 22, 2017 and May 30, 2017.

The proposed budget accounts for a significant weakening of the statewide economy. It includes citywide expenditures of \$128,163,002 (exclusive of internal transfers), which represents a \$54 million reduction in budgeted spending as compared to Fiscal Year 2017. The General Fund, which supports many core government operations, has been particularly impacted by declining sales tax revenue.

The original budget, as prepared by city staff, was to have the General Fund use \$4.5 million of reserves in Fiscal Year 2018. The budget has since been modified per City Council's direction. In particular, financing for many outside agencies has been reduced, the training budget for the Police Department has been significantly enhanced, and upgrades to the Police Department tactical shooting range have been funded. City Council's modifications reduced the City's reliance on General Fund Reserves by \$410,833.

**Financial Considerations**

Not applicable.

**Oversight/Project Responsibility**

Liz Becher, Interim City Manager

Tracey L. Belser, Assistant City Manager/Support Services Director

William C. Luben, City Attorney

Andrew Beamer, Public Services Director

Kenneth King, Fire Chief

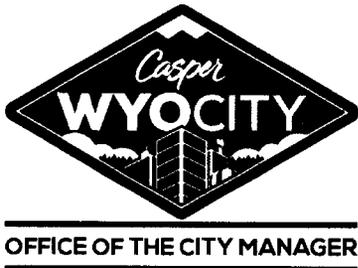
Steve Schultz, Interim Police Chief

Kirk Gunderson, Accountant

**Attachments**

City Manager's FY 2018 Budget Message

Resolution to Adopt the FY 2018 Budget



# CITY OF CASPER

200 N. David Street  
Casper, WY 82601-1862  
Phone: (307) 235-8224  
Fax: (307) 235-8313  
[www.casperwy.gov](http://www.casperwy.gov)

June 20, 2017

To Her Honor, the Mayor, City Council Members, and Citizens of Casper:

Pursuant to the requirements of Section 16-4-104 of the Wyoming State Statutes, as amended, I am pleased to submit to you the City of Casper's FY18 Proposed Budget. The proposed City budget totals \$128,127,507, net of inter-fund transactions. This budget is set to be adopted at a public hearing on June 20, 2017. It is submitted to serve as the policy and operational guide for the City for the upcoming fiscal year, which begins on July 1, 2017 and ends on June 30, 2018.

Please note that this Budget Message focuses primarily on the General Fund and funds dependent upon the General Fund for operating subsidies. The costs of providing the broad range of services through the General Fund are funded by general revenue sources. These revenues consist primarily of taxes which are, to a great extent, not controlled by the City Council. Therefore, it is the General Fund that is most impacted by changes in revenues brought about by economic conditions.

The City's non-enterprise Capital Funds are also discussed due to the importance of the City's Capital Improvement Plan (CIP) and its revenue resources, primarily the very important Optional One Cent Sales Tax. Improvement, expansion, and maintenance of all types of Capital Assets is essential to provide the level of services expected from the community. Also included in the budget for some Capital Funds and some General Funds is funding provided to agencies and organizations within the community who provide additional services not already directly provided by the City.

## RECAP OF FY 2017

This is the second fiscal year in a row that continues to be a challenge. Oil and natural gas prices continue to be too low to spur economic growth while the coal and uranium industries continue to struggle. The economic slow-down has had a significant impact on Casper. During the last year, a number of local companies reduced the size of their work force. The unemployment rate for Casper reached 7.5% in January, up from 4.5% two years ago. General sales tax receipts for Casper through April were 7.5% less than projected.

The FY 2017 General Fund Budget included the planned spending of \$1.1 million in reserves. It is estimated that the City will be close to the budget regarding reserve spending by the end of FY 2017. Unfortunately, revenues are anticipated to be \$2M less than budgeted.

This revenue shortfall has been managed through a \$2.1M reduction in expenditures. Various strategies have been employed to achieve these cuts. Capital spending is no longer being supported by the General Fund; this support amounted to \$5.6 million in FY 2016 but was eliminated in FY 2017 and it will not be restored in FY 2018. A hiring freeze has been in place for two years, so most non-public safety full time positions are not being filled as they become vacant. Non-public safety out-of-state travel and training

has been eliminated unless specifically approved by the City Manager. Efforts to share services within the organization are ongoing. Short term vacancies of budgeted positions have also reduced anticipated expenditures.

## **FY 2018 Proposed Budget**

### **Overview**

The FY 2018 Proposed Budget represents a continuation of reducing costs to better match the resources available. The challenge is that the community's service needs do not change appreciably unless there are large changes in population. A corollary of that situation is that maintenance costs are fixed for most of the City's buildings and infrastructure. Assets like streets and parks require regular maintenance, and the options to cut costs in these areas are limited so long as these assets exist.

### **Long-Term Financial Planning**

Continued significant declines revenues have highlighted the need to shift our focus to long term financial planning. Long term planning must always be part of local government management regardless of economic condition, but the need becomes greater during times of economic change. Staff has developed a ten year plan that models revenue, expenses, reserve balances, and personnel levels. The focus of this plan is to manage through a potentially long-term economic decline by reducing costs and utilizing accumulated reserves. Admittedly, the long term plan becomes less accurate the further out a forecast is developed, but it provides a way for management to gradually adjust operations so that new, sustainable levels of service can be found without sudden impacts to the citizens, city staff, or municipal infrastructure.

One of the actions taken to allow the long term plan to be executed was adjusting the required reserve level to a minimum of two months (16.67%) of General Fund expenses. Government Finance Officers Association (GFOA) includes in their Best Practices a recommendation to maintain reserves at a minimum of two months (16.67%) of General Fund revenues or expenses, whichever is more predictable. This change to align City with GFOA Best Practices will allow a measured long term change to new service levels without requiring short term, radical changes.

Dramatic cuts to capital funding were made in the prior two budget years, and the magnitude of those cuts has been increased for FY 2018. In the short term, these cuts have helped to shield the City's operational budgets from the impacts of these reductions in revenue. In the upcoming fiscal year, basic city operations will also be shielded by an even greater drawdown of municipal reserves. The drawdown of reserves was anticipated. Still, the reliance on reserves is inherently unsustainable without an eventual increase in revenue and/or a reduction in spending.

The accelerated draw down of reserves, as presented in this Proposed Budget, constitutes an amendment to the Long-Term Financial Plan. Continuous tracking of reserve levels will continue to be a priority in the upcoming months and years. The Long-Term Financial Plan contains early results of our tracking and can be found on page 17 of this budget book.

## **FY 2018 Details**

### **FY 2018 Revenues**

#### **Mineral Revenues**

Annually, the City receives a long established proportionate share, based on population, of Severance Taxes and Mineral Royalties collected at the state level. For FY 2018, the amounts to be received, respectively, are \$2,049,504 and \$2,075,172, the same as FY 2017.

The Wyoming Legislature allocates additional mineral taxes if there are adequate revenues to support the funding. The FY 2017-2018 State biennium currently provides for Above-the-Cap mineral taxes from State savings and there is a risk of loss after FY 2018. For long-term planning purposes, the City is assuming this funding will stop after FY 2018. This will be determined by the legislature in October of 2017.

The City is anticipating the receipt of \$3,348,733 in FY 2018. In previous years, the City used some or all of the Above-the-Cap funds for Capital Projects, but this practice has been changing over the last few years as the need for operational funding has increased. It is recommended that the Above-the-Cap mineral payments continue to be used for General Fund operations in the upcoming year.

The Above-the-Cap funding is of particular concern now because the State funded this resource through expenditure of State reserves. The receipt of any Above-the-Cap funding in the years beyond FY 2018 has become increasingly doubtful.

#### **General Sales Taxes**

The decline in General Sales Tax revenue stems from a general weakness in most sectors of the economy, but the largest decrease is in the energy related sector. In particular, the Mining sector decreased by 17% after a 74% decrease during FY 2016. The forecast for FY 2017 is \$1.3 million, or 7.5%, less than budget. The FY 2018 budget is \$15.5 million, a \$0.2 million or 1% decrease from the FY 2017 estimate. Sales Tax receipts have continued to decrease in recent months, with April's sales tax receipt being the lowest so far since July 2016. Given this trend, it would be difficult to forecast an increase in FY 2018 for this category.

#### **Fuel Taxes**

Fuel Tax revenue for FY 2018 consists of \$1,176,089 of Gasoline Tax and \$616,432 of Special Fuels Tax. In total, this represents a 1% decrease from the previous budget.

#### **Property Taxes**

Property Tax revenue is forecasted to be \$4,128,000 for FY 2018, a decrease of \$172,000 or 4% from the FY 2017 estimate. The decrease is based on current economic conditions, including recent home sales data, resulting in stagnant property values.

## **Franchise Fees**

Franchise fees are collected from for-profit utility companies in return for access to the City's rights of way. Franchisee revenue is expected to be \$3,552,693. This represents a \$103,339 or 3% decrease from previous budget. Actual revenue from electric, gas, and cable franchise fees are all estimated to be less than budgeted for FY 2017.

The General Fund does not receive the additional 1% Franchise Fee assessed to Rocky Mountain Power. Instead, this revenue is budgeted in the Special Reserves Fund within the Special Revenue section of funds.

## **Lottery**

The Wyoming Lottery was a new revenue source in FY 2017. Lottery revenues are collected by the State and then distributed to cities and counties. The amount given to a particular city or county is determined by its percentage of sales relative to the entire state. The City of Casper has forecasted its share to be \$227,767 for FY 2018 based on FY 2017 results.

## **Permits**

License and Permit revenue is forecast to be \$793,032, a 4% decrease from the FY 2017 budget. Most licensing revenue is driven by building permits and contractor licensing. A decrease is expected because there are not any known, large projects that would increase the revenues in this category.

## **Charges for Services**

The budget in this area is \$4,119,724 and represents a 4% increase from FY 2017 budget. Interdepartmental Fees, charges made by the General Fund to other funds, increased for a variety of reasons. Included is the assigning of Human Resources costs to Property and Liability and Health Insurance Funds as those funds will still receive services from Human Resources. Interdepartmental revenue for the Engineering Division will also rise in FY 2018, due primarily to service charges that are charged back to specific capital projects.

## **Interest Rates**

For FY 2018, interest income is forecast to be \$304,117. The Federal Reserve Bank raised the Federal Funds rate in March of 2017 by 0.25% and additional increases are anticipated within the next year. However, interest rates are historically low resulting in the City's Perpetual Care Fund being unable to generate enough interest income to provide the operating subsidies to certain funds.

The Perpetual Care fund was established with One Cent funding, and it was intended to function like a trust fund for One Cent facilities. The principal of the fund would be deposited and never withdrawn, but interest earned on that principal would be spent to repair or subsidize One Cent facilities. In prior years, when interest rates were higher, the Perpetual Care Fund was able to create significant revenue from its large principal balance. More recently, low interest rates have greatly reduced revenue. This lack of interest revenue has forced the General Fund make up the difference with other revenue.

## **FY2018 Expenditures**

### **Personnel-Staffing**

Total full-time staffing is budgeted to decrease in FY 2018. Full time City staffing has been reduced from 517 to 501. A large portion of the reduction derives from Casper Events Center. Spectra Arena Management began operating the Casper Events Center in October of 2016. This resulted in the reduction of twelve full time positions within the City. It is important to remember the City is still subsidizing the operations of the Events Center for all costs including personnel. A citywide hiring freeze has been in place for two years, so as employees leave employment with the City, vacancies are not filled except for public safety positions or critical positions that are specifically approved by the City Manager.

The following vacated positions were not re-budgeted in FY 2018:

- General Fund
  - Finance
    - Budget Administrator
    - Administrative Analyst
  - Code Enforcement
    - Code Enforcement Supervisor
  - Fire
    - Community Risk Reduction Officer I
    - Community Risk Reduction Officer II
  - Engineering
    - City Engineer
  - Streets
    - Assistant Public Services Director
  - Cemetery
    - Equipment Operator
  - Fort Caspar Museum
    - Museum Curator
  - Parks
    - Municipal Worker I
- Casper Events Center
  - Leisure Services Director (Position not transitioned to Spectra)
  - Administrative Support Tech
  - Administrative Assistant II
  - Audio Visual Tech
  - Box Office Supervisor II
  - Event Specialist
  - Food and Beverage Superintendent
  - Assistant Food and Beverage Superintendent
  - Maintenance Crew Leader
  - Maintenance and Technical Specialists

- Marketing Promotions Specialists
  - Operations Supervisor II
- Casper Recreation Center
  - Recreation Supervisor II
  - Custodial Maintenance Worker II
- Aquatics
  - Custodial Maintenance Worker I
- IT
  - IT Technician II

The following positions were approved by the City Manager to be added during FY 2017 and are included in the FY 2018 Proposed Budget:

- General Fund
  - Municipal Court
    - Customer Service Representative (reclassified from Part Time to Full Time)
  - Police
    - Lieutenant
    - Community Services Officer
    - Police Support Services Manager
  - Fire
    - Fire Engineer
- Ice Arena
  - Custodial Maintenance Worker II
- Police Grants
  - IACP Grant Assistant
- Wastewater Treatment Plant
  - WWTP Lead Operator
- Fleet
  - Mechanic II (2)

All of these changes, with the exception of the positions in Police Grants and Wastewater Treatment Plant, impact the General Fund.

Overtime is anticipated to decrease by \$191,219 or 28% from the FY 2017 estimate for General Fund and General Fund Dependent Funds. Management of overtime funds for Streets (snow removal), Police and Fire has been enhanced by the Variable Services Fund. This fund accounts for events, such as snow storms and extraordinary crime investigations, where the timing and frequency cannot be predicted.

### **Personnel-Compensation**

There is no cost of living adjustment (COLA) included in the FY 2018 Proposed Budget. Employees will continue to have annual step increases, as per the City's Classification Plan.

### **Personnel-Benefits**

There is no health insurance premium increase for employees included in the FY 2018 Proposed Budget. However, it is proposed that the General Fund transfer \$500,714 to the Health Insurance Fund to provide stability to the Fund. When transfers from other funds are taken into account, \$830,822 will be transferred into the Health Insurance Fund.

The State of Wyoming's Workers Compensation assessed premium is based on an employer's experience rating that takes into account the active cases and the case reserves within a rolling three-year period. The City's Workers' Compensation premiums rates for FY 2018 are similar to FY 2017 and are based on experiences working through the City's rating period and other eligible discounts. The City is expecting a 10% safety discount for complying with drug free workplace requirements.

### **Contractual Services and Material and Supplies**

Reductions from previous budgets vary by department and new benchmarks were based on actual usage rates instead of previous budget amounts. Out of state travel and training for non-public safety positions has been eliminated unless pre-approved by the City Manager.

Various cost centers have experienced appreciable changes in Interdepartmental Services charges. These costs are charges for services provided by service operations, such as the Central Garage, Buildings & Structures, and Information Technologies (IT). These charges are determined based on the amount of service provided to that cost center over a moving three-year period. If a cost center's usage is decreasing, that center's charges will decrease as the three-year average begins to decline. Likewise, increased usage results in raising the interdepartmental charges.

### **Other Expenses**

These items are within the City Council cost center:

Spay and Neuter Event	5,000
Quarterly Community Newsletter	8,000
Platte River Revival	15,000
CNFR	45,000
Platte River Parkway Trust Operating Fund	50,000
Community Promotions	85,000
(Budgeted in Health, Social & Community Services)	

Decreases/Increases in funding for various Other Expense accounts are discussed in the highlights of individual cost centers.

### **Transfers**

For FY 2018, subsidy transfers to funds supported by the General Fund will increase by \$691,502, or 11.6%, from the estimated levels for FY 2017. This is mostly due to a transfer of \$500,714 to the Health Insurance Fund. Hogadon will require a \$64,194 increase in its operational subsidy due to the utility expenses of the new lodge.

Transfers from the General Fund to the Variable Services Fund are budgeted for in FY 2018. Police and Fire overtime for uncontrollable events will be expended from this fund, along with the costs of snow control. The transfers will be completed as needed.

**Capital**

Spending for capital projects has decreased significantly. However, it is crucial to continue capital improvements during times such as this in order to assist the local economy and maintain city assets.

One of the main resources available for capital is Optional One Cent #15 funds. As of April 2017, One Cent sales tax receipts are down approximately 14% from the same time the prior year.

Another major source of funding is the Opportunity Fund. This fund was created in 2015 with \$9.2 million of excess One Cent 14 funds. The current balance of the fund is \$8.1 million, but the FY 2018 Proposed Budget includes a transfer of \$1.1M from the Opportunity Fund to the capital project and equipment funds in order to better meet the City’s capital needs.

If One Cent 15 revenues deteriorate, council will be asked to consider delaying or possibly reducing the scope of these projects until conditions improve:

North Platte River Restoration	\$ 750,000
Pathway Improvements	<u>300,000</u>
Total	<u>\$1,050,000</u>

## CONCLUSION

The FY 2018 Proposed Budget maintains current service levels, but it relies heavily on the expenditure of General Fund reserves.

Governments accumulate reserves when the economy is strong. The purpose of these reserves is to have them – and to spend them -- when the economy begins to weaken. Using reserves to supplement a revenue shortfall allows governments to gradually adjust spending levels to meet the new revenue projections. Reserves allow governments to avoid making cuts that might be sudden and traumatic. City services and facilities take years to develop. Eliminating a facility or a function can generate short term savings, but in the long term, such cuts might harm the City’s quality of life and its prospects for economic recovery. The use of reserves provides managers and elected officials with a chance to assess the new reality, and to then make gradual spending cuts that rely on efficiencies and which avoid harming long term assets and institutions. Managers in the last year have already found ways to cut spending by \$2 million. These cuts were above and beyond those which were mandated by budget. We therefore should be optimistic that other ways to cut spending will also be found.

The Long-term Financial Plan calls for adjustments to spending and services to be spread over a ten year period, with gradual changes to service levels over time. The FY 2018 Proposed Budget does include an acceleration of reserve spending. If the economy does not improve, then future reserve spending at this level will need to be reduced in FY 2019 and beyond. As we move forward into FY 2018, specific scenarios will be developed for council to consider regarding changes to service levels. Actual results versus the Plan will continually be updated to reflect changes in revenues and expenditures, and the impact that these changes are having on reserve balances.

I recognize, appreciate and thank all of the individuals who have worked on this budget. The department heads are commended for reviewing revenues and expenditures every month in FY 2017 with the City Manager. This process resulted in realized saving of \$2.07M. Unfortunately the anticipated revenues being \$1.96M less than budgeted in FY 2017 didn’t provide the best satisfaction for the mindful saving of staff expenditures. With the recent retirement of the City Manager, City Staff have all pitched in to provide the most efficient and effective budget preparation process to produce this FY 2018 Proposed Budget document.

Sincerely,



Liz Becher  
Interim City Manager

**RESOLUTION NO.17-110**

A RESOLUTION MAKING APPROPRIATIONS OF FUNDS TO COVER EXPENDITURES OF THE CITY OF CASPER, WYOMING, FOR THE FISCAL YEAR OF JULY 1, 2017 TO JUNE 30, 2018 AND AUTHORIZING THE LEVYING OF EIGHT (8) MILLS PROPERTY TAX BY THE NATRONA COUNTY ASSESSOR.

WHEREAS, on the 15th day of May 2017, Liz Becher, Interim City Manager, the budget officer, prepared and submitted to the Council, a City of Casper Proposed Budget for the 2017-2018 Fiscal Year ending June 30, 2018; and,

WHEREAS, the Casper City Council reviewed the FY 2018 Proposed Budget at Budget Review Work Sessions held on May 22, 24, 25, and 30, 2017; and,

WHEREAS, from its review of the FY 2018 Proposed Budget the City Council made the following changes:

1. Decreased funding for Community Promotions by \$45,000 in the Health, Social & Community Services (HSCS) Cost Center.
2. Removed \$8,000 funding for the Quarterly Newsletter in the City Council Cost Centers.
3. Removed \$51,538 of funding for short-term disability across multiple Cost Centers.
4. Decreased funding for the Chamber of Commerce by \$9,450 in the HSCS Cost Center.
5. Removed \$25,000 of funding for the Science Zone in the HSCS Cost Center.
6. Added \$10,000 of funding for the Senior Center in the HSCS Cost Center.
7. Added \$4,000 of funding for the Child Advocacy Project in the HSCS Cost Center.
8. Removed \$116,166 of funding for the Community Action Partnership in the HSCS Cost Center.
9. Removed \$13,351 of funding for the Combat Challenge Team in the HSCS Cost Center.
10. Added \$90,000 of funding for Police Travel and Training in the Police Department Cost Center.
11. Added \$200,000 of funding for upgrades and renovations of the Tactical Firing Range in the Capital Projects Cost Center.

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

WHEREAS, Notice of Public Hearing on such budget, together with the summary of said budget, was published in the Casper Star-Tribune, a legal newspaper published and of general circulation in the County of Natrona on the 7<sup>th</sup> and 14<sup>th</sup> days of June 2017; and,

WHEREAS, Wyoming Statues provides for the City of Casper to levy and assess

upon taxable value of property within the limits of the City of Casper up to eight (8) mills, inclusive of 1/4 mill dedicated to the Casper Municipal Band; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the official City Budget for the Fiscal Year ending June 30, 2018 is hereby adopted, as follows:

<b>General Fund</b>	\$ 46,078,329
<b>Capital Projects Funds</b>	
Capital Projects Funds	10,091,160
Capital Equipment	1,894,935
Optional One Cent #13 Sales Tax	1,002,498
Optional One Cent #14 Sales Tax	5,008,837
Optional One Cent #15 Sales Tax	15,367,748
Opportunities Fund	1,099,943
<b>Enterprise Funds</b>	
Water	18,505,358
Water Treatment Plant	3,108,850
Sewer	6,460,028
Wastewater Treatment Plant	6,381,646
Refuse Collection	7,045,471
Balefill	8,951,582
Casper Events Center	955,395
Golf Course	707,481
Casper Recreation Center	1,066,124
Aquatics	1,039,637
Ice Arena	591,647
Hogadon Ski Area	874,942
Parking Lots	21,335
<b>Special Revenue Funds</b>	
Weed & Pest Control	659,322
Transit Services	1,997,611
Metropolitan Planning Organization	772,661
Community Development Block Grant	314,105
Police Grants	319,565
Fire Grants	189,000
Redevelopment Loan Fund	262,850
Revolving Land Fund	22,104
Special Reserves	420,281
<b>Debt Services Funds</b>	

Special Assessments		1,835
<b>Internal Services Funds</b>		
Fleet Maintenance		2,574,289
Information Technology		1,446,687
Buildings & Structures		829,233
City Campus		291,888
Property & Liability Insurance		1,651,643
Variable Services Fund		724,054
<b>Trust &amp; Agency Funds</b>		
Perpetual Care		2,655,423
Metro Animal Services		1,354,083
Public Safety Communications		2,557,563
Health Insurance		<u>10,509,932</u>
	<b>Total</b>	<b>165,807,075</b>
<b>Less Intergovernmental Transactions</b>		
Transfers Out		30,672,076
Internal Services Charges		<u>6,971,997</u>
	<b>Total</b>	<b>37,644,073</b>
	<b>Total</b>	<b>\$ 128,163,002</b>

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That this resolution be delivered to the Natrona County Assessor to levy and assess eight (8) mills upon taxable value of property within the limits of the City of Casper for FY 2018.

PASSED, APPROVED, AND ADOPTED this 20<sup>th</sup> day of June, 2017.

APPROVED AS TO FORM:



\_\_\_\_\_  
Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

June 14, 2017

**MEMO TO:** Liz Becher, Interim City Manager *LB*

**FROM:** Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*  
Pete Meyers, Assistant Support Services Director  
Carla Mills-Laatsch, Licensing Specialist

**SUBJECT:** Third Reading and Passage of Ordinance for Dispensing Room Changes

**Meeting Type & Date**

Regular Council Meeting  
June 20, 2017

**Action Type**

Third Reading and Passage of Ordinance

**Recommendation**

That Council approve, on third reading, an Amendment to Liquor Licensing Laws in Chapter 5 of the Casper Municipal Code.

**Summary**

In 2017, the Wyoming State Legislature enacted many changes to the laws that govern liquor licensing for bars, restaurants, and similar establishments. One of the primary changes involved dispensing rooms. Until now, licensed facilities such as bars and restaurants needed to designate a specific “dispensing room” from which to pour alcohol.

The City of Casper’s municipal code has an extensive chapter of liquor law. Since this chapter was written to be compatible with state law, it is recommended that the municipal code be amended in order to remain consistent with the new state statutes. The amendment that is being proposed here will deal with a substantial number of the changes that were enacted by state statute. These changes focus on dispensing rooms. Additional changes to the municipal code, which would bring the City’s law into closer alignment with the other state statutes, will be proposed at a later date.

The specific changes that would take effect due to this amendment are as follows:

1. 5.08.025 (C) (1) specifies that Microbreweries must dispense separately from the dining area. The proposed amendment would take this section out entirely.
2. 5.08.040 (A) specifies that liquor dealers must describe a dispensing room. The proposed amendment would change “dispensing room” to “licensed building.”
3. 5.08.070 (A) specifies that liquor dealers must designate a dispensing room or rooms. The proposed amendment would move to match the language of state law by applying the license to the entire building, rather than the room. This change would not apply to restaurants. This section also addresses Public Hearing advertising requirements. Liquor License applicants are currently required to advertise a license transfer at least four times

in four consecutive weeks. This part of the amendment will reduce the advertising requirements from four consecutive weeks down to two consecutive weeks.

4. 5.08.080 (E) specifies the requirements for Special Malt Beverage dispensing rooms and hours of operation. This amendment will remove all references to dispensing rooms and replace them with references to a “licensed building.”
5. 05.08.100 (A) (3) specifies that anyone who does not own the building where the licensed room is located must hold a lease. The proposed amendment will change this to “the licensed building.”
6. 5.08.160 specifies the requirement for displaying the license in the licensed room. This amendment will change that requirement so that the license would be displayed in “the licensed building”.
7. 5.08.210 (B) specifies that a drive-in window cannot be more than forty feet from the licensed room. Package liquor stores will no longer have a licensed room, so this paragraph is being taken out entirely.
8. 5.08.280 (B) specifies that restaurants can only pour from within one room. This change will allow restaurants to have two dispensing rooms. It will also specify that restaurant employees may enter dispensing rooms provided that the employees are at least 18 years old.
9. 5.08.290 specifies that alcohol can only be poured from one or two rooms in any retail establishment, plus one area for packaged liquor sales. This is being changed so that the ordinance refers to the licensed building rather than the dispensing rooms.
10. 5.08.290 (J) The proposed amendment would add a paragraph to specifically address packaged liquor stores. This section would restrict people who are under 21 from entering an area that is used primarily for off-premise sales unless those people are accompanied by a parent or legal guardian that is at least 21 years old.
11. 5.08.310 specifies that six times a year the City Manager may issue a permit for a licensee to dispense in one alternative room in the same building. The proposed amendment will take this out entirely.
12. 5.08.320 specifies the hours of operation for licensed rooms. The proposed amendment will change this to “the licensed building.”
13. 5.08.340 specifically prohibits gambling, prostitution, or indecency in dispensing rooms. This section was removed from state law, so references to gambling can also be removed from the City’s law. These activities are already addressed under Chapter 9 of the municipal code.
14. 5.08.350 specifies that no one under the age of 21 may enter a dispensing room unless they are accompanied by an adult; this applies to both customers and to employees. This will be taken out entirely as it is already addressed in 5.08.280.
15. 5.08.370 specifies that a person can be employed to serve alcohol so long as they are at least nineteen years of age. This will be amended to say that employees can serve alcohol so long as they are at least eighteen years of age.

The proposed ordinance was generally discussed at a City Council work session on April 25th, 2017. Council collected public input on the ordinance at a public hearing on May 16<sup>th</sup>. Council

passed the ordinance on first reading at that meeting, but in response to some concerns that were raised by the public, Council asked to review the ordinance at another work session before bringing it back for second reading.

The ordinance was duly discussed at a work session on May 23<sup>rd</sup>, 2017. Options for amending the ordinance were considered, including possible changes to the age restrictions of customers and employees. Council did not add any new restrictions regarding underage waiters, bartenders, or customers, but Council did choose to amend section 5.08.370. This part of the code states that servers with alcohol need to be nineteen years old, but the new amendment would reduce that to eighteen. This change will make 5.08.370 consistent with the rest of the proposed law.

The ordinance was passed on second reading at the Regular Council meeting on June 6, 2017.

The ordinance was then discussed again at a work session on June 13, 2017. At that work session, the focus was on gambling in dispensing rooms. The state legislature removed its own prohibition against gambling in dispensing rooms, but those restrictions still appear in the City's liquor code. Gambling in dispensing rooms is currently prohibited by 5.08.290 (D) and 5.08.340 of the Casper Municipal Code. The removal of those gambling references has been included in the proposed ordinance, and those changes are now being submitted for Council's consideration on third reading.

**Financial Considerations**

No financial consideration.

**Oversight/Project Responsibility**

Pete Meyers, Assistant Support Services Director

**Attachments**

Ordinance Amending Various Sections of Chapter 5 of the Casper Municipal Code

ORDINANCE NO. 9-17

AN ORDINANCE AMENDING CHAPTER 5 OF THE CASPER MUNICIPAL CODE TO CHANGE THE REQUIREMENTS FOR RESTAURANT DISPENSING ROOMS, REMOVE REFERENCES TO DISPENSING ROOMS FOR VARIOUS TYPES OF LICENSED LIQUOR ESTABLISHMENTS, AND TO APPLY REGULATIONS TO LICENSED BUILDINGS FOR ESTABLISHMENTS WITH RESTAURANT LIQUOR LICENSES, RETAIL LIQUOR LICENSES, RESORT LIQUOR LICENSES, LIMITED RETAIL LIQUOR LICENSES, BAR & GRILL LIQUOR LICENSES, PERMITTED MICROBREWERIES, AND PERMITTED SATELLITE WINERIES.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING, THAT THE CASPER MUNICIPAL CODE IS HEREBY AMENDED AS FOLLOWS:

SECTION 1:

Section 5.08.025(C) (1) is hereby repealed in its entirety.

1. REPEALED. ~~May provide a separate dining area in which the brewed malt beverage or manufactured wine may be dispensed which shall be separate from any dining area in which persons under the age of twenty-one years are permitted to enter. The dining room in which the malt beverages or wines are dispensed shall not be considered the dispensing room for purposes of the restaurant liquor license;~~

SECTION 2:

Section 5.08.040(A) shall be amended to read as follows:

The location and description of the ~~room~~ LICENSED BUILDING in which the applicant will sell under the license, if the building is in existence at the time of application. If the building is not in existence, the location and an architect's drawing or suitable plan of the ~~room~~ LICENSED BUILDING and premises to be licensed;

SECTION 3:

Section 5.08.070(A) shall be amended to read as follows:

A. When an application for a license, special malt beverage permit, renewal, ~~expansion~~ or a transfer of location or ownership thereof has been filed with the city clerk, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale, and publish the notice in a newspaper of local circulation once a week for ~~four~~ TWO consecutive weeks. The notice shall state that a named applicant has applied for a license, special malt beverage permit, renewal, expansion or transfer thereof, and that protests against the issuance, renewal, expansion or transfer of the license or special malt beverage permit will be heard at a designated meeting of the city council. Each applicant shall, at the time of filing his application, pay the clerk an

amount sufficient to cover the costs of publishing notice. Notices may be substantially in the following form:

NOTICE OF APPLICATION FOR A \_\_\_\_\_

Notice is hereby given that on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, (name of applicant) filed an application for a \_\_\_\_\_ license (permit), in the office of the Clerk of the City of Casper for the following ~~described place (and room)~~ BUILDING (insert ~~description~~ ADDRESS) and protests, if any there be, against the issuance (transfer or renewal) of the license (permit) will be heard at the hour of \_\_\_\_\_ .m. on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, in the (meeting place of the governing body).

_____		_____
Dated		Signed
		City Clerk

SECTION 4:

Section 5.08.080(E) shall be amended to read as follows:

E. The permit shall be subject to such rules and regulations as are established by the city council for the following:

- ~~1. The location of the dispensing rooms;~~
- ~~2. The furnishings and other features of the dispensing rooms; and~~

3.1. The hours and days of operation of the ~~dispensing rooms~~ LICENSED BUILDING.

SECTION 5:

Section 5.08.100(A) (3) shall be amended to read as follows:

3. Any party who does not own the LICENSED building ~~in which the licensed room is located~~ or hold a written lease for a period for which the license will be effective, containing an agreement by the lessor that alcoholic liquor or malt beverages may be sold upon the leased premises, except as provided by subdivision 4 of this subsection;

SECTION 6:

Section 5.08.160 shall be amended to read as follows:

Each licensee shall display his license in a conspicuous place in the licensed ~~room~~ BUILDING.

SECTION 7:

Section 5.08.210 (B) shall be amended to read as follows:

B. ~~REPEALED~~ ~~No part of the area used for orders, delivery and making payment shall be more than forty feet distant from the licensed room;~~

SECTION 8:

Section 5.08.280(B) shall be amended to read as follows:

Alcoholic liquor and malt beverages shall be dispensed and prepared for consumption in one ROOM, AND ONE (1) ADDITIONAL ROOM IF AUTHORIZED BY THE CITY COUNCIL ~~rooms~~ upon the licensed premises separated from the dining area in which alcoholic liquor and malt beverages may be served, and in the case of a golf course upon which a restaurant liquor license is operational, at dispensing areas on the premises of the golf course as provided by subsection E hereof. No consumption of alcoholic liquor or malt beverages shall be permitted within the dispensing room OR ROOMS, nor shall any person other than employees ~~over~~ WHO ARE AT LEAST ~~nineteen~~ EIGHTEEN YEARS of age be permitted to enter the A dispensing room. If a restaurant has a dispensing room separate from the dining area which is licensed prior to February 1, 1979, for purposes of alcoholic liquor or beverage sales and consumption, the restaurant may dispense alcoholic liquor or malt beverages in the separate dispensing room under a restaurant liquor license, and any person ~~over~~ WHO IS AT LEAST ~~nineteen~~ EIGHTEEN years of age is permitted to enter the separate dispensing room.

SECTION 9:

Section 5.08.290 shall be amended to read as follows:

A. The principal place in which alcoholic liquor and malt beverages are sold under a retail liquor license shall be located in ~~one room~~ ONE BUILDING upon the premises for which the retail liquor license is issued and as approved by the licensing authority. ~~Upon payment of an additional license fee equal to two-thirds of the fee paid for the retail license, a licensee may have and maintain one additional dispensing room in the same building under the authority of the original license.~~

B. Alcoholic beverages secured in the licensed ~~room~~ BUILDING by a server may be served only in the LICENSED building in which the licensed room is located, and in an immediately adjacent fenced or enclosed area as approved by the city council. This area shall not be in another building. ~~and shall be located on the licensed premises.~~

C. ~~REPEALED Only alcoholic and malt beverages, nonalcoholic beverages, food, tobacco and national alcoholic liquor and malt beverage promotional sales items sold to the licensee bearing the name and trademark of the national alcoholic liquor and malt beverage firm or company whose product the item is advertising may be sold and served in the licensed room.~~

D. ~~REPEALED licensed room or dispensing room.~~

E. Repealed.

F. The retail licensee may separate the facility for the sale of alcoholic liquor and malt beverages for off-premises consumption from the facility used to serve customers for on-premises consumption ~~without payment of an additional fee.~~

G. A separated facility for making sales for off-premises consumption shall ~~be located adjoining the facility for making sales for on-premises consumption. The two facilities may be separated by a glass or other suitable partition when a connection doorway exists to permit persons to pass freely between the two facilities.~~

H. THE Licensee, AN employee, or A licensed operator is to be PRESENT in THE licensed ~~room~~ BUILDING USED FOR THE SELLING OR DISPENSING OF MALT BEVERAGES OR ALCOHOLIC LIQUORS at all times during hours of operation.

I. All licensees, OTHER THAN RESORT LICENSEES AND LIMITED RETAIL LICENSEES, are required to post signage on all exits from THE licensed rooms BUILDING stating:

"No alcohol beyond this point per open container ordinance 5.08.420."

ALL LICENSEES OF LIMITED RETAIL OR RESORT LIQUOR LICENSES SHALL POST SIGNAGE ON ALL DRIVEWAY AND PATHWAY EXITS FROM THE LEGAL BOUNDARY OF THE LOT OR LOTS UNDER THE OWNERSHIP OR LEASE BY THE LICENSEE STATING:

"NO ALCOHOL BEYOND THIS POINT PER OPEN CONTAINER ORDINANCE 5.08.420."

#### SECTION 10:

That a new paragraph J of Section 5.08.290 of the Casper Municipal Code shall be created to read as follows:

J. NO PERSON UNDER THE AGE OF TWENTY-ONE (21) SHALL ENTER OR REMAIN IN AN ESTABLISHMENT THAT IS PRIMARILY FOR OFF-PREMISE SALES OF ALCOHOLIC LIQUOR OR MALT BEVERAGES UNLESS ACCOMPANIED BY A PARENT, SPOUSE OR LEGAL GUARDIAN WHO IS TWENTY-ONE (21) YEARS OF AGE OR OLDER.

#### SECTION 11:

Section 5.08.310 is hereby repealed in its entirety:

~~The city manager or his or her designee may issue a twenty-four hour permit to any licensee authorizing the sale of alcoholic or malt beverages in one additional dispensing room in the same building licensed by the original license for a twenty-four hour period only. No one licensee shall be issued more than six permits in any one year period. The fee for the permit shall be twenty-five dollars.~~

#### SECTION 12:

Section 5.08.320 is hereby amended by removing the strike out words and replacing with language that is capitalized as follows:

A. All licensees except club licensees holding liquor licenses shall be controlled by the following schedule for operating hours:

1. On all days except Sunday, a licensee may COMMENCE THE SELLING, SERVING, OR DISPENSING OF ALCOHOLIC LIQUORS OR MALT BEVERAGES ~~open the dispensing room~~ at six a.m. and shall ~~close the dispensing room~~ and cease the sale of both alcoholic liquor and malt beverages promptly at the hour of two a.m. the following day. ~~and shall clear the dispensing room~~ ANY PORTION OF ANY BUILDING USED BY THE LICENSEE FOR THE SELLING, SERVING, DISPENSING, OR CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES SHALL BE CLEARED of all persons other than employees by two-thirty a.m. THE LICENSEE SHALL ENSURE THAT ALL CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES HAS CEASED BY TWO-THIRTY A.M. WITHIN ALL AREAS OF THE LICENSED BUILDING, OR IN THE CASE OF RESORT LICENSEES, WITHIN THE BOUNDARY OF THE LOT OR

LOTS UNDER THE OWNERSHIP OR LEASE BY THE LICENSEE, OTHER THAN IN PRIVATE HOTEL OR MOTEL ROOMS; and

2. On Sundays, licensees may COMMENCE THE SELLING, SERVING, OR DISPENSING OF ALCOHOLIC LIQUORS OR MALT BEVERAGES ~~open the dispensing room between the hours of~~ AT ten a.m. ~~and ten p.m.~~ AND SHALL CEASE THE SALE OF ALCOHOLIC LIQUORS OR MALT BEVERAGES PROMPTLY BY THE HOUR OF TEN P.M. ~~and shall clear the dispensing room~~ ANY PORTION OF THE BUILDING USED BY THE LICENSEE FOR THE SELLING, SERVING, DISPENSING, OR CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES SHALL BE CLEARED of all persons other than employees by ten-thirty p.m. THE LICENSEE SHALL ENSURE THAT ALL CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES HAS CEASED BY TWO-THIRTY A.M. WITHIN ALL AREAS OF THE LICENSED BUILDING, OR IN THE CASE OF RESORT LICENSEES, WITHIN THE BOUNDARY OF THE LOT OR LOTS UNDER THE OWNERSHIP OR LEASE BY THE LICENSEE, OTHER THAN IN PRIVATE HOTEL OR MOTEL ROOMS. However, on Sundays that occur on December 31st licensees may ~~close the dispensing room and cease the sale of~~ CONTINUE TO SELL, SERVE, OR DISPENSE both alcoholic liquor and malt beverages ~~promptly at~~ UNTIL the hour of two a.m. on January 1<sup>st</sup>. AT TWO-THIRTY A.M. ON JANUARY 1ST, ANY PORTION OF THE BUILDING USED BY THE LICENSEE FOR THE SELLING, SERVING, DISPENSING, OR CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES SHALL BE CLEARED ~~and shall clear the dispensing room~~ of all persons other than employees ~~by two-thirty a.m.~~ THE LICENSEE SHALL ENSURE THAT ALL CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES HAS CEASED BY TWO-THIRTY A.M. WITHIN ALL AREAS OF THE LICENSED BUILDING, OR IN THE CASE OF RESORT LICENSEES, WITHIN THE BOUNDARY OF THE LOT OR LOTS UNDER THE OWNERSHIP OR LEASE BY THE LICENSEE, OTHER THAN IN PRIVATE HOTEL OR MOTEL ROOMS.

B. Clubs holding a limited retail liquor license may COMMENCE THE SELLING, SERVING, OR DISPENSING OF ALCOHOLIC LIQUORS OR MALT BEVERAGES ~~open~~ each day at nine a.m. and shall ~~close the dispensing room and~~ cease sales of alcoholic liquor and malt beverages promptly at the hour of two a.m. of the following day and shall clear the ~~dispensing room~~ LICENSED BUILDING of all persons other than employees by two-thirty a.m. Clubs holding a limited retail liquor license may remain open past two a.m. on the morning of January 1st.

C. The hours of operating designated in subsection A of this section may be modified on no more than four days each calendar year by a resolution of the city council, designating those dates during city or county fairs, rodeos, pageants, jubilees, special holidays or similar public gatherings when all licensees may continuously operate their ~~dispensing rooms~~ LICENSED BUILDING, OR LICENSED RESORT OR CLUB PREMESIS for a period of twenty-four hours beginning at six a.m. on days other than Sunday, and beginning at ten a.m. on Sundays.

### SECTION 13:

Section 5.08.340 is hereby rescinded in its entirety.

A. No licensee or agent or employee thereof shall knowingly permit prostitution, under Section 6-4-101 of the Wyoming Statutes, public indecency under Section 6-4-201 of the Wyoming Statutes, ~~gambling under Section 6-7-102 of the Wyoming Statutes~~, or shall promote obscenity under Section 6-4-302 of the Wyoming Statutes within any LICENSED ~~dispensing room, building or LICENSED premises licensed or permitted~~ under this chapter.

B. Any licensee, permittee or agent or employee thereof violating subsection A of this section, or aiding, abetting or inciting any violation thereof is, in addition to other penalties provided by law, subject to the suspension or revocation of his license or permit, and the violation, aiding, abetting or inciting a violation is sufficient cause for the suspension or revocation of the license or permit.

#### SECTION 14:

Section 5.08.350 is hereby repealed in its entirety.

~~A. No licensee or agent, employee or servant thereof shall knowingly permit any person under the age of twenty one to enter or remain in the licensed room or rooms where alcoholic liquor or malt beverages are dispensed. No person under the age of twenty one years shall enter or remain in the licensed room or rooms where alcoholic beverages are sold unless:~~

~~1. Accompanied by his or her parent or guardian who is at least twenty one years of age; and~~

~~2. The licensed room is for the sale of alcoholic or malt beverages for off premises consumption and separate from any licensed room for on premises consumption; and OR~~

~~3. With the approval of the City Council, in a dining or waiting area with an adult not later than ten p.m. if the dining or waiting area is part of the licensed room.~~

~~B. When the licensed room or rooms are not open for the sale or dispensing of alcoholic liquor or malt beverages, employees of the licensee under the age of twenty one may be permitted in the course of their employment to work in the room or rooms.~~

~~C. Any person violating subsection A of this section or aiding, abetting or inciting any violation thereof is guilty of a misdemeanor and upon conviction shall be punished by a fine of not less than one hundred fifty dollars for the first conviction. The person convicted of a subsequent violation of this section within twelve months, shall be punished by a fine of not less than three hundred fifty dollars nor more than seven hundred fifty dollars. The person convicted of a third violation of this section within twenty four months shall be punished by a fine of not less than six hundred dollars nor more than seven hundred fifty dollars, plus not less than five days nor more than six months in jail.~~

#### SECTION 15:

Section 5.08.370(B) is hereby amended by removing the strike out words as follows:

5.08.370 - Minors—Possession of alcohol or public intoxication.

B. It is declared to be illegal and a violation of this chapter for any person under the age of twenty-one years to have alcoholic liquor or malt beverages in his or her possession, or to be drunk or under the influence of alcoholic liquor or malt beverages on any street or highway or in any public place. Provided, however, this subsection does not apply to possession of alcoholic liquor or malt beverages by a person under the age of twenty-one years:

1. When making delivery of alcoholic or malt beverages pursuant to his lawful employment;

- 2. Who is in the physical presence of his or her parents or legal guardian;
- 3. ~~When dispensing or serving alcoholic or malt beverages or otherwise working in dispensing room pursuant to his or her employment, if the person was at least nineteen years of age on the effective date of the ordinance codified in this section. This subdivision does not apply to persons otherwise authorized to serve alcoholic malt beverages under subdivision 4 of this subsection;~~
- 4.3 Is a licensee under this title; or
- 5.4 When serving alcoholic or malt beverages pursuant to his or her employment ~~in a restaurant which holds a license to serve alcoholic or malt beverages;~~ if the person is at least eighteen years of age.

SECTION 16:

This ordinance shall become in full force and effect upon passage on third reading and publication but not sooner than July 1, 2017.

PASSED on 1st reading the 16th day of May, 2017  
 PASSED on 2nd reading the 6th day of June, 2017  
 PASSED, APPROVED, AND ADOPTED on this 20<sup>th</sup> day of June, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
 A Municipal Corporation

\_\_\_\_\_  
 Tracey L. Belser  
 City Clerk

\_\_\_\_\_  
 Kenyne Humphrey  
 Mayor

ORDINANCE NO. 10-17

AN ORDINANCE AMENDING SECTION 2.04.060 OF  
THE CASPER MUNICIPAL CODE PERTAINING TO  
REGULAR MEETINGS OF THE CASPER CITY COUNCIL

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

Section 1:

That Section 2.04.060 - Regular Meetings, of the Casper Municipal Code shall be amended to  
read as follows:

The regular meetings of the city council shall be held on the first and third Tuesday of  
each month. IN THE EVENT ANY SUCH REGULAR MEETING FALLS ON A  
HOLIDAY RECOGNIZED BY THE CITY, THE CITY COUNCIL MAY, BY  
RESOLUTION, CANCEL AND RESCHEDULE SUCH MEETING TO A DIFFERENT  
DATE AND TIME, WHICH RESOLUTION SHALL BE SPREAD ON THE MINUTES  
OF THE COUNCIL PROCEEDINGS, AND PUBLISHED ONCE IN A NEWSPAPER  
OF GENERAL CIRCULATION AS DEFINED IN SECTION 15-1-116 OF THE  
WYOMING STATUTES.

Section 2:

FOR PURPOSES OF THE REGULAR CASPER CITY COUNCIL MEETING  
SCHEDULED FOR JULY 4, 2017, THIS MEETING IS HEREBY RESCHEDULED TO  
WEDNESDAY, JULY 5, 2017, AT 6:00 P.M. IN THE COUNCIL CHAMBERS  
LOCATED IN CITY HALL AT 200 N. DAVID STREET, CASPER, WYOMING  
82601.

Section 3:

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

PASSED on first reading this 16<sup>th</sup> day of May 2017.

PASSED on second reading this 6<sup>th</sup> day of June 2017.

PASSED, APPROVED AND ADOPTED on third and final reading this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

**EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
JAMES CARTER NAPIER**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, between the City of Casper, Wyoming, a Municipal Corporation, referred to herein as "City," and James Carter Napier, hereinafter referred to as the "Manager."

WITNESSETH:

WHEREAS, the Casper City Council (hereinafter referred to as the "Council") has determined it to be in its best interest to procure the professional services by employing James Carter Napier as the City Manager for the City of Casper, Wyoming; and,

WHEREAS, Manager desires to accept such employment by the City under the terms and conditions herein set forth.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**SECTION I – DUTIES:**

The Manager will commence his duties as City Manager with the City at 8:00 a.m. on June 26, 2017.

Except as detailed in Section III below, Manager agrees to devote all of his business time, skill, attention and best efforts to the discharge of his duties, which include, but are not limited to:

- A. Enforce and observe all laws of the State of Wyoming, and the ordinances, resolutions, and policies of the City.
- B. Attend all meetings of the Council and recommend necessary and expedient measures for the City.
- C. Perform all duties and services as set forth in the attached job description and any other duties as directed by the Council.
- D. Prepare and submit to the Council all reports required by it or that Manager may consider advisable.
- E. Keep the Council fully advised of the City's financial condition and its future financial needs, based upon the goals of the City.
- F. Prepare and submit to the Council an annual budget.

- G. Serve as the City's purchasing agent as delineated in State law.
- H. Recommend Rules and Regulations to the Council that may be necessary for the efficient and economic conduct of the business of the City.
- I. Keep the Council advised and informed of the needs and operating conditions of all departments and employees under his direction, and maintain continuous liaison with appropriate community groups, organizations, and individuals.
- J. Keep himself fully informed on the state-of-the-art of local government management, and except as otherwise set forth herein, devote his entire time to the services, employment and requirements of the City.
- K. Reside within the Casper City Limits.

**SECTION II – PERFORMANCE EVALUATION:**

- A. That Council may, in its discretion, review and evaluate the performance of the Manager at least once annually, said review and evaluation to be in accordance with specific criteria developed by the Council, and shall be conducted by a third party facilitator. The Mayor shall provide opportunity for Manager to discuss his evaluation with the Council.
- B. Periodically, the Council and Manager shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the Council's policy objectives. Said goals and objectives shall be reduced to writing. They shall generally be attainable, within the time limitations specified and appropriations provided.

**SECTION III – SALARY AND BENEFITS:**

As and for compensation and remunerations for Manager's employment and services, City shall:

- A. Provide Manager with an annual salary of One Hundred Ninety Five Thousand Dollars (\$195,000.00), this salary being referred to herein as the "base salary." Any change of the base salary shall require a written amendment to this Agreement, however, the base salary may be raised periodically for cost of living increases as granted to all other full time non-collective bargaining City employees without amending this Agreement.
  - a. In the event, at any time, all full time non-collective bargaining City employee wages and salaries are reduced across the board, the Manager's then base salary under this Agreement shall be reduced in a like percentage. **PROVIDED, HOWEVER,** if, at any time during the term of this Agreement, the Council reduces the salary or other benefits of Manager in a greater percentage than an applicable across-the-board reduction thereof for all other full time non-collective bargaining City employees, Manager may, at his

option, by giving written notice thereof, be deemed terminated without cause and shall be entitled to severance benefits as provided in Section III, Q., of this Agreement with "base salary" defined as the Manager's base salary as it existed immediately before any such reduction.

- B. Provide Manager with liability insurance for his acts conducted in the scope of his employment with the City as covered through the Wyoming Association of Risk Management (WARM) or similar liability pool or private insurance carrier as selected in the discretion of the City.
- C. Provide Manager with medical insurance coverage equal to that provided to all other full time non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.
- D. Provide Manager with a term life insurance policy in the amount double his annual salary, to a maximum of Four Hundred Thousand Dollars (\$400,000.00).
- E. Provide disability leave on the same basis as is provided to all other full time non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.
- F. Short and long-term disability insurance shall be provided to Manager on the same basis as granted to other full time non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.
- G. Be granted vacation leave in the amount of Twenty (20) days for the first year of employment. Manager shall accrue vacation leave at an accrual at the rate of 6.15 hours per pay period commencing on the date Manager begins employment with the City, or at the rate granted to other full time non-collective bargaining City employees with the same years of service, whichever is greater, pursuant to the terms and accrual limits of the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended, except that there will be no accrual cap applied to Manager's accrual of vacation time.
- H. Manager shall be eligible for forty (40) hours of Administrative Leave each year in addition to other specified leave time. These hours are to be used during the calendar year and cannot be carried over or accumulated.
- I. Authorize payment for a comprehensive physical examination by a licensed physician, to be taken not more than once each employment year.
- J. Provide a City automobile at no cost to Manager, together with all operational and insurance costs thereon (as the City otherwise covers the use of said vehicle under its current coverage with WARM or such other carrier, in the sole discretion of the City, in liability and property damage coverages equal to that as is required, from time to time,

for motor vehicle financial responsibility under Wyoming law) for Manager's unrestricted personal use, or in lieu thereof, at the option, at any time by Manager, provide Manager an automobile allowance of Six Hundred Dollars (\$600.00) per month and mileage reimbursement for trips beyond twenty-five (25) miles of the Casper City Limits at the rate otherwise paid to other full time employees. Manager shall pay, and be solely responsible for any additional insurance coverage for which Manager may desire over and above that for which the City covers said vehicle use as set forth above.

- K. The City shall contribute regularly to the ICMA retirement corporation's (ICMA-RC) Deferred Compensation Plan of Manager's choice for the Manager's benefit in an amount equal to five percent (5%) of Manager's base salary earned per year, as such salary may, from time to time be adjusted.
- L. Contribute on behalf of Manager to the Wyoming Retirement System an amount equal to the City's share and the Manager's share as provided by the Rules and Regulations of the Wyoming Retirement System, as they may, from time to time be amended.
- M. Pay all expenses for memberships in Great Open Spaces City Management Association (GOSMA) and the International City Management Association (ICMA), including the cost of attending national meetings. Pay all expenses for short courses, institutes, and seminars that are necessary for Manager's professional development, and for the good of the organization. In order to qualify for payment by the City of these memberships, Manager shall notify City Council leadership reasonably in advance of incurring the expense.
- N. Allow and pay for forty (40) hours minimum of annual continuing education and training.
- O. Pay all expenses associated with membership up to three (3) local civic organizations of Manager's choice. In order to qualify for payment by the City of these memberships, Manager shall notify City Council leadership reasonably in advance of incurring the expenses.
- P. Provide Manager with such other current, and future, benefits that are provided to full time non-collective bargaining employees of the City pursuant to the City of Casper Personnel Rules and and Regulations, as they may, from time to time, be amended.
- Q. Upon resignation, in good standing, the City shall pay Manager, all accrued benefits the Manager is entitled to pursuant to the City of Casper Personnel Rules and Regulations and under this Agreement, as they may, from time to time, be amended. If Council terminates Manager's employment without cause, it shall pay Manager, in addition to any accrued benefits the Manager is entitled to pursuant to the City of Casper Personnel Rules and Regulations and under this Agreement to the termination date of this Agreement, nine (9) months' severance pay of the Manager's then current base salary, to be payable in one (1) lump sum, which sum is not pensionable under the Wyoming State Retirement System.

- R. Permit Manager to consult or teach, when undertaken on personal time and when not in conflict with the City's time or business, and to participate in other private matters with the permission of the Council, when such shall be within the bounds of ethics and any applicable rules of conflict of interest. Manager shall provide notice to Council leadership reasonably in advance of any such training providing the location, date, and subject of the training.
- S. The City shall pay all reasonable moving expenses for Manager. If Manager resigns from the City within the first six (6) months of employment, the Manager must reimburse the City 100% of reasonable moving expenses; within the first two (2) years 66%; within the first three (3) years 33%.

The City shall further reimburse Manager for any cost incurred by him for a one (1) month COBRA premium for him to remain covered under his current health insurance plan, which premium shall be subject to and reimbursed to the City in the same manner as for the reimbursement of moving expenses as set forth above.

- T. Allow Manager and family to occupy the City employee housing "The Miller House" located at 4131 Miller Street, Casper, Wyoming, for temporary housing with no deposit or rental fees assessed.
- U. If City shall fail to pay any of Manager's benefits set forth herein in any budget year, Manager, at his discretion, may deem his employment terminated without cause.
- V. Provide the Manager a stipend for a cell phone as is provided to full time non-collective bargaining employees under the City policies.

**SECTION IV – TERMINATION/RESIGNATION/SEVERANCE BENEFITS:**

Manager will not have, or acquire, any property or liberty interest or gift in continued employment by City. Manager is employed on an at-will basis, and under applicable law at-will employees may be dismissed or terminated from employment by the City without cause. Without modifying Manager's at-will status, Manager shall serve at the pleasure of the Council, and his employment may be terminated, without cause, at any time by a majority vote of the Council. By signing this Agreement, Manager certifies and acknowledges that he has read this paragraph regarding his at-will status, and acknowledges and agrees that his employment shall be subject to those terms.

If Manager's employment is terminated, it shall be deemed to be without cause, unless otherwise specified, and Manager shall be entitled to the severance benefits as set forth in Section III, Q. of this Agreement.

For purposes of this Agreement, "for cause" for the termination of Manager by Council shall mean and be restricted to the following:

- i) Termination of employment or request for resignation due to bona fide charges against Manager of nonfeasance, misfeasance or malfeasance in office.
- ii) Termination of employment or request for resignation upon Manager being convicted of a criminal offense involving a felony or for moral turpitude, or for any family violence, alcohol, or drug offense.
- iii) Willful insubordination or willful refusal to follow a lawful directive of Council.
- iv) Breach by Manager of any of the terms of this Agreement.

If the Manager's termination of employment is to be with cause, then the Council shall submit to Manager a bill of particulars setting forth such cause, or causes, and Manager shall have an opportunity to respond and have a hearing before the Council to refute such charges.

Manager shall give Council not less than thirty (30) days prior written notice of his intent to terminate his employment with the City in order to be entitled to the severance payments described in Section III, Q.

**SECTION V – CONFIDENTIALITY:**

- A. Manager acknowledges that he will have access to certain proprietary and confidential information of the City including, but not limited to, confidential personnel matters, negotiation strategies, legal matters, and financial information of the City. Manager agrees not to use or disclose any confidential information during the term of this Agreement or thereafter other than in connection with performing Manager's services for the City in accordance with this Agreement.
- B. Manager agrees that the restrictions set forth in this section are reasonable and necessary to protect the goodwill of the City. If any of the covenants set forth in this document are deemed to be invalid or unenforceable based upon the duration or otherwise, the parties contemplate that such provisions shall be modified to make them enforceable to the fullest extent permitted by law.
- C. In the event of a breach or threatened breach by Manager of the provisions set forth in this section, Manager acknowledges that the City will be irreparably harmed and that monetary damages shall be an insufficient remedy to the City. Therefore, Manager consents to enforcement of this section by means of temporary or permanent injunction and other appropriate equitable relief in any competent court, in addition to any other remedies the City may have under this Agreement or otherwise as provided by law.

**SECTION VI – INTELLECTUAL PROPERTY:**

- A. The Council has hired Manager to work full-time so that anything Manager produces during the employment term is the property of the City. Any writing, invention, design, system process, development or discovery conceived, developed, created or made by

Manager, alone or with others, within the scope of Manager's employment, during the period of the employment hereunder and applicable to the business of the City, whether or not patentable, registrable, or copyrightable shall become the sole and exclusive property of the City.

- B. Manager shall disclose the same promptly and completely to the Council and shall, during the period of the employment hereunder and at any time and from time to time hereafter: 1) execute all documents requested by the Council for vesting in the City the entire right, title and interest in and to the same; 2) execute all documents requested by the Council for filing such applications for and procuring patents, trademarks, service marks or copyrights as the Council, in its sole discretion, may desire to prosecute; and, 3) give the Council and the City all assistance it may reasonably require, including the giving of testimony in any suit, action, investigation or other proceeding, in order to obtain, maintain and protect the City's right therein and thereto.

**SECTION VII – POST-EMPLOYMENT OBLIGATIONS:**

- A. CITY PROPERTY. Upon termination of this Agreement, Manager shall promptly return to the City all property of the City in his possession.
- B. COOPERATION. Manager agrees that both during and after his employment with the City, he shall, at the request of Council, render all assistance and perform all lawful acts that the Council considers necessary or advisable in connection with any litigation involving the City or any officer, employee, agent, representative, consultant, client or vendor of the City. Reasonable costs and time incurred by the Manager shall be paid by the City.
- C. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming, without regard to the conflicts of law rules thereof, and venue for any dispute regarding this Agreement shall be in the courts of Natrona County, Wyoming.

**SECTION VIII – WAIVER:**

Any waiver or consent by either party with respect to any term or provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent. The failure or delay of either party at any time or times to require performance of, or to exercise any of its powers, rights or remedies with respect to, any term or provision of this Agreement or any other aspect of either party's conduct or employment in no manner (except as otherwise expressly provided herein) shall affect the right at a later time to enforce any such term or provision.

**SECTION IX – GENERAL PROVISIONS:**

This Agreement sets forth and contains the entire Agreement between the parties in respect to its subject matter and merges with and supersedes all prior discussions, Agreements, commitments or understandings of every kind and nature relating thereto, whether oral or written between Council, any other representative of the City, and the Manager. No statements, promises or inducements, express or implied, now or in the future, not contained or set forth in this Agreement shall be binding between the parties.

This Agreement shall not be enlarged, modified, amended or altered unless in writing signed by all of the parties hereto.

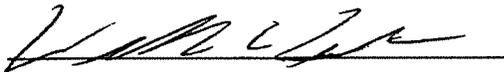
This Agreement shall be binding upon the parties hereto, their heirs, devisees, successors or personal representatives.

If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party as determined by the court shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in such action.

Manager acknowledges that he has had the opportunity and has conducted an independent review of the financial, tax, and legal effects of this Agreement. Manager acknowledges that he has made an independent judgment upon the financial, tax and legal effects of this Agreement and has not relied upon any representations of the City, its officers, agents or employees.

IN WITNESS WHEREOF, the City and Employee have executed this Agreement as of the date first above written:

APPROVED AS TO FORM:



THE CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

ATTEST:

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

  
\_\_\_\_\_  
James Carter Napier  
City Manager

# CITY MANAGER

## CITY OF CASPER JOB DESCRIPTION

<b><u>BAND/GRADE</u></b>	<b><u>DRIVING</u></b>	<b><u>FLSA STATUS</u></b>
Contract with City Council	Essential	Exempt
<b><u>CLASS SUMMARY:</u></b>		
<p>Incumbent performs highly responsible management, administrative, and professional duties as the chief executive officer of the City. Exercising a high degree of independence, initiative, and professional expertise in the administration and day-to-day management of the City in accordance with policy established by City Council, the City Charter, and City, State, and federal laws, regulations, and guidelines. Directs, manages and oversees the activities and operations relating to all City departments, including Public Services, Community Development, Administrative Services, Human Resources, Leisure Services, Police, Fire-EMS, and the coordination with the Council-appointed position of City Attorney. Receives administrative direction from City Council.</p>		

<b><u>TYPICAL CLASS ESSENTIAL DUTIES:</u></b> (These duties are a representative sample; position assignments may vary.)	
<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> <li>6.</li> <li>7.</li> <li>8.</li> <li>9.</li> <li>10.</li> </ol>	<p>Provides visionary, innovative leadership, values, supervision, and general direction for the City management team including the Assistant City Manager and Assistant to the City Manager.</p> <p>Direct the development and administration of the City budget and capital program, and oversee development, planning, and implementation of a strategic plan, goals and objectives to meet the operations needs of the City.</p> <p>Attends Council meetings and presents information and recommendations deemed necessary or as requested by member of the Council.</p> <p>Communicates orally, and in writing, with customers, the press, general public, civic groups, and the City Council to resolve concerns and problems, and answer questions. Responds to and resolves difficult and sensitive employee, resident and other stakeholder inquiries and complaints.</p> <p>Reviews regular and comprehensive management reports from all departments and divisions of the City. Keeps informed about the issues discussed by boards and commissions.</p> <p>Attends and participates in professional groups and committees.</p> <p>Administers and enforces the City Charter and is responsible for the operations of the City. Meets with, and advises the City Council on matters related to City operations and policies.</p> <p>Plans, coordinates and directs the operation of City departments and programs evaluates organizational issues and problems and facilitates strategies to address issues and problems.</p> <p>Proposes the City's annual operating budget to the City Council for approval.</p> <p>Maintains responsibility for intergovernmental relations with other cities, public and private organizations.</p>

# CITY MANAGER

## CITY OF CASPER JOB DESCRIPTION

**TYPICAL CLASS ESSENTIAL DUTIES:** (These duties are a representative sample; position assignments may vary.)

11. Negotiates with Casper Fire Fighters Local 904's Union.
12. Ensures accountability throughout the organization and ensures a discrimination-free workplace.
13. Recommends to the Council personnel policies and assignment for efficient operation of the City government. Ensures that all laws, provisions of the Charter, and acts of the Council subject to enforcement are faithfully executed.
14. Maintains community respect through good public relations and by keeping residents informed of City progress and policies.
15. Follows all City safety procedures.
16. Performs other duties of a similar nature or level.

**Training and Experience** (positions in this class typically require):

- Minimum of five years of experience as a City Manager or Assistant City Manager.
- Bachelor's Degree from an accredited college or university, preferably in Public or Business Administration.
- Master's Degree is preferred.

**Licensing and Certification Requirements** (positions in this class typically require):

Licensing Requirements:

- Possession of, or ability to obtain, a valid Wyoming Driver's License.

# CITY MANAGER

## CITY OF CASPER JOB DESCRIPTION

### **Knowledge** (position requirements at entry):

#### Knowledge of:

- Complex public policy issues.
- Intergovernmental relations.
- Applicable Federal, State, Local and City government codes, rules and regulations.
- Administrative principles and practices, including goal and objective development, work planning and employee supervision.
- Modern and complex principles and practices of program development, strategic planning, and administration.
- Economic development strategies.
- Current trends and innovations in City Management.
- Advanced principles and practices of municipal budget preparation and administration.
- Computers and related software applications.

### **Abilities** (position requirements at entry):

#### Ability to:

- Prepare and administer large and complex budgets.
- Facilitate and sustain positive labor relations.
- Provide administrative and professional leadership and direction.
- Develop, implement and administer goals, objectives, policies, procedures, work-standards, and internal controls providing an effective and efficient organization.
- Interpret and apply Federal, State and local policies, procedures, laws and regulations.
- Assess and shape organizational culture to facilitate implementation of change.
- Foster an organizational climate that attracts, retains and develops talent at all levels.
- Assess and prioritize situations under work pressure, exercise good judgment and make sound decisions.
- Plan, organize, direct and coordinate a variety of complex City services and programs.
- Select, motivate and evaluate staff and provide for their training and professional development.
- Operate modern office equipment, software and operating systems/applications.
- Maintain a neat and professional appearance.
- Follow written and verbal instructions and direction.
- Establish and maintain effective working relationships with those contacted in the course of work.

### **Skills** (position requirements at entry):

#### Skill in:

- Interpreting and applying applicable laws, rules, and regulations.
- Preparing and administering large and complex budgets.
- Preparing clear and concise reports.
- Allocating limited resources in a cost effective manner.
- Providing customer service.
- Technical writing.
- Mentoring employees.
- Delegating and prioritizing work.

# CITY MANAGER

## CITY OF CASPER JOB DESCRIPTION

### **Skills** (position requirements at entry) continued:

#### Skill in:

- Public speaking.
- Project management.
- Time management.
- Conflict resolution.
- Analyzing problems, identifying alternative solutions, projecting consequences of proposed actions and implementing recommendations in support of goals.
- Compiling, analyzing, organizing and evaluating data and making appropriate recommendations based on findings.
- Operating in a courteous, knowledgeable and tactful manner with customers, staff, and the general public.
- Oral and written communication, sufficient to exchange or convey effective information and to receive work direction.
- Operating modern office equipment, including computer software and operating systems/applications.

### **Physical Requirements:**

Positions in this class typically require: stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, talking, hearing, seeing and repetitive motions.

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

### **Note:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the City of Casper.

### **Classification History:**

Prepared by HR

Date: 07-10-13

RESOLUTION NO.17-111

A RESOLUTION EMPLOYING JAMES CARTER NAPIER AS CASPER CITY MANAGER, AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT.

WHEREAS, Wyoming Statute 15-4-202 requires the governing body to employ a City Manager; and,

WHEREAS, the Casper City council desires to employ James Carter Napier as the City Manager for the City of Casper, effective at 8:00 a.m., June 26, 2017; and,

WHEREAS, it is the desire of the parties to commit to writing the duties, responsibilities, and conditions of employment of James Carter Napier as City Manager, the terms of which have been delineated in the employment agreement heretofore submitted to Council for its consideration as part of the Agenda for its meeting on June 20, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That pursuant to Wyoming Statute 15-4-202, James Carter Napier is hereby employed as the Casper City Manager, and the Mayor is authorized and directed to execute, and the City Clerk to attest, an employment agreement with James Carter Napier in the form submitted to the Council.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

May 26, 2017

**MEMO TO:** Liz Becher, Interim City Manager   
**FROM:** Pam Jones, MPO Administrative Support Technician  
**SUBJECT:** Authorize a Contract for Professional Services with the Casper Area Transportation Coalition for Transit Operations in an Amount not to Exceed \$2,021,283

**Meeting Type & Date:**  
Regular Council Meeting  
June 20, 2017

**Action type:** Resolution

**Recommendation:** That Council, by resolution, authorize a Professional Services Contract with the Casper Area Transportation Coalition (CATC) for transit operations in an amount not to exceed \$2,021,283.

**Summary:** On October 21, 2016 and October 28, 2016, the City's Metropolitan Planning Organization Division publicly advertised a Request for Proposals (RFP) from contractors interested in managing and operating the Casper Area Transit Services within the City of Casper, Town of Mills, Town of Bar Nunn, and Town of Evansville for the next five (5) years. The RFP was advertised in the newspaper and was placed on the City website. Responses were due January 6, 2017.

The City received one proposal from the Casper Area Transportation Coalition (CATC) who has been operating the fixed route and demand response transit services on behalf of the City since 1982. The contract is renewable from year to year for a maximum of five years. This agreement is for the first year of the contract term. The 2010 Census identified the Casper area as an urbanized area with a population in excess of 63,500 people. As an urbanized area, the City of Casper is qualified to receive Federal Transit Administration (FTA) 49 U.S.C. § 5307 funds. These funds can be used for capital, planning, and operating expenses for the City's local transit system.

**Financial Considerations:** Funding for this Agreement comes from a Federal Grant (FTA Section 5307), City of Casper General Fund, One Cent #15 allocation, and contributions from other agencies, municipalities, and private groups paid to CATC and remitted to the City. The total City contract for CATC services in FY 2018 includes \$1,109,957 in FTA funds for operating and capital assistance, \$313,672 for operating and capital assistance from the general fund; \$200,000 from local One Cent funds allocated specifically for public transportation, and up to \$397,654 that will come from CATC through their service contracts with Mills, Evansville,

Bar Nunn, Natrona County, WYDOT, and private organizations to function as the remaining match on the Federal transit grant.

**Oversight/Project Responsibility:** Pam Jones. MPO Administrative Support Technician

**Attachments:** Casper Area Transportation Coalition Contract for Professional Services Resolution

PROFESSIONAL SERVICES CONTRACT  
FOR TRANSPORTATION SERVICE  
CITY OF CASPER/CASPER AREA TRANSPORTATION COALITION, INC.

PART I – AGREEMENT

THIS PROFESSIONAL SERVICES CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David, Casper, WY 82601, hereinafter referred to as "City," and Casper Area Transportation Coalition, Inc., a Non-Profit Corporation, 1715 East 4<sup>th</sup>, Casper, Wyoming 82601, hereinafter referred to as "Contractor" or "CATC."

WITNESSETH:

WHEREAS, it is in the best interest of the City and members of its general public requiring transportation assistance, to maintain demand response and fixed route transportation; and,

WHEREAS, the Contractor under the terms of this contract is an independent Contractor and insures the City that the Contractor is willing and able, and possesses the necessary qualified employees to provide the services set forth in this contract to the City; and,

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

1. SCOPE OF SERVICES.

- A. Contractor shall operate a demand response transportation system for the general public of the City, and the urbanized area of Mills, Evansville, Bar Nunn, and parts of Natrona County. The boundaries of the urbanized areas are shown on Exhibit "A." The Contractor shall place an emphasis on services for the elderly and disabled.
- B. Contractor shall operate a fixed route transportation system for the general public of the City within the boundaries of the City of Casper.
- C. Contractor shall provide a demand response transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday and on Saturday from 7:30 a.m. to 3:30 p.m. The Contractor may discontinue transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate with approval of the City.
- D. Contractor shall provide a fixed route transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday and on Saturday from 7:30 a.m. to 3:30 p.m. The Contractor may discontinue fixed route transportation on the

following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate with the approval of the City.

- E. Contractor shall promote the services offered through appropriate informational programs. The programs must be approved by the City prior to implementation.
- F. Contractor shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto.

2. TERM OF CONTRACT.

The term of this Contract is to commence on July 1, 2017, up to and through June 30, 2018.

At its sole discretion, the City may extend the term of this agreement on a year to year basis for a period not exceeding five (5) consecutive years, in one year increments, provided that changes in the terms and conditions of the extension are mutually agreed upon by both parties. This contract represents Year 1 of the five (5) year period.

3. COMPENSATION.

This agreement is specifically made subject to the City receiving funding from the United States Department of Transportation, Federal Transit Administration (FTA). In the event that the City fails to receive any of the aforementioned funds or has insufficient local match required for the grants, this Agreement shall be subject to modification or termination as provided by the Terms and Conditions herein.

**City Financial Obligation using Local funds**

The City's financial obligation pursuant to this Agreement shall not exceed the sum of Five Hundred Thirteen Thousand Six Hundred Seventy-Two Dollars (\$513,672). Contractor may request reimbursement for eligible costs of these funds through June 30, 2018. These funds shall be disbursed as follows:

- \$313,672 from the City's General Fund, administered by the MPO
- \$200,000 from the City's 1%#16 Fund, administered by the MPO

Contractor's requests for reimbursement must be filed with the appropriate City administration as described in Section 4 of this Contract.

**City Financial Obligation using Federal funds**

The City's financial obligation using FTA grant monies pursuant to this Agreement shall not exceed the sum of One Million One Hundred Nine Thousand Nine Hundred Fifty-Seven Dollars (\$1,109,957) during Fiscal Year 2018.

**Contractor's Financial Obligation from Contributions**

Contractor will only provide City the portion needed to match the amount spent through the federal grant amount for transit operations up to an amount not exceed Three Hundred Ninety-Seven Thousand Six Hundred Fifty-Four Dollars (\$397,654) no later than June 30, 2017. Contractor shall provide monthly summaries of expenses incurred broken out by federal grant total, City local match, and other local match to verify accurate match funding is being billed.

**City's Total Financial Obligation from Local and Federal funds**

It is expressly understood and agreed that in no event shall the amount of Federal and City funding to be paid pursuant to the Agreement exceed Two Million Twenty One Thousand Two Hundred Eighty-Three Dollars (\$2,021,283) for FY 2018.

4. ADMINISTRATION.

The City, through the City Community Development Director, shall be responsible for administering this agreement and providing grant administration services. The Community Development Director is the City Manager's authorized representative and shall so serve as liaison to the Board of the Contractor. At the option of the City, the City may assign all or any portion of grant administration to Contractor.

5. ADDITIONAL CARRIERS.

The City reserves the right to contract with additional carriers for transit service during the terms of this or any subsequent contract. The City may, but need not offer the Contractor the opportunity to expand its existing services to meet any increased demand prior to adding any additional carriers.

6. FARES.

Fares and methods of fare payment charged to passengers and attendants shall be set by the City. Provided, however, that pursuant to Section 5(m) of the Urban Mass Transportation Act of 1964, fares charged elderly and disabled persons shall not exceed one-half of the fares charged to the general public. The cash fares paid by passengers and/or service contracts shall be the property of the Contractor and considered program income. The City has the option to alter fares during the course of the contract. The City will notify the Contractor of its plans to implement its fare changes sixty (60) days in advance of the proposed fare change. For the purpose of this contract, the demand response fare shall be Two Dollars (\$2.00) for the elderly and disabled and Five Dollars (\$5.00) for the general public per trip. Children twelve (12) years of age and younger shall ride for One Dollar (\$1.00) as long as they are accompanied by a parent or guardian. The fare shall continue until such time as amended by the City.

General fixed route fare is One Dollar (\$1.00) per trip, Student fare is Seventy-Five cents (\$0.75) per trip, reduced fare is Fifty cents (\$0.50) and children five (5) years and under are free. While the general fixed route fares are set by the City, the criteria for reduced fare are determined by the Americans with Disabilities Act.

A route deviation is \$1.00 for the elderly, disabled, or Medicare recipients. A route deviation is \$2 for the general public.

7. GROUP TRIPS.

Contractor shall notify the Community Development Director in writing of all special group trip requests at least ten (10) days in advance, including those originating from other City departments. Use of transit vehicles by City staff is permitted under certain conditions. The City may use transit vehicles for non-transit related purposes for up to eighty (80) hours per year according to 49 CFR Part 604.

Contractor shall, in writing, refer all requests for special group trips originating from non-City organizations to the private sector and receive written comment from the private sector prior to the Contractor agreeing to provide said service at the average hourly operating rate plus ten percent (10%) for additional costs and overhead.

8. METHOD OF PAYMENT.

A. Appropriate payment will be made following the receipt of properly executed vouchers showing the amount due and including relevant invoices, receipts, and other supporting data from the Contractor. The Contractor shall also certify in writing that the services were performed and that the Contractor is entitled to receive the amount requested. Monthly payments will be made based upon vouchers received by the day after the Contractor's board meets during the month, payable on the day after the next respective City Council meeting.

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

9. ANNUAL NATIONAL TRANSIT DATABASE SUBMISSION.

When required, the contractor shall be responsible for completing an Annual National Transit Database Submission in a timely manner and in accordance with FTA regulations, and submitting the same to the Federal Transportation Administration (FTA). The Contractor shall provide the City with a copy of all completed documents, including correspondence from FTA to the Contractor relating to the Annual National Transit Database Submission, as well as all revisions submitted to FTA by the Contractor. If a problem is encountered with the Annual National Transit Database Submission, the Contractor shall immediately notify the City of the problem and recommend action to mitigate the same.

10. OTHER REPORTS AND RECORDS.

- A. Contractor shall keep and maintain proper records reflecting all revenues and expenditures.
- B. Financial Performance Report.

Contractor shall keep separate written financial and performance records in accordance with regulations and procedures specified by FTA and provide those records to the City for the City's required grant compliance reporting. These reports will be provided in both paper and electronic formats. The financial performance report shall include, but is not limited to, the following:

1. Monthly.

- Passenger count by jurisdiction.
- Passenger count by route.
- Passenger count by fare type.
  - **The Bus**
    - General Public
    - Students
    - Reduced Fare
    - Children under 5
    - Reduced Fare Pass
    - Student Pass
    - General Public Pass
  - **CATC**
    - General Public Fare
    - Reduced Fare
    - Children under 12
- Odometer readings for all vehicles.
- Condition of each transit vehicle.
- Number of individuals served.
- One-way trips.
- Vehicle hours and miles.
- Maintenance records by vehicle number giving dates, types of service, warranty work, etc.
- Cost of operation.

3. Access to Records - Contractor agrees to give the City, FTA, or its designee, general access to all agency records in conjunction with this agreement (except as provided by law), including, but not limited to, program records and reports.

4. Timelines - All monthly reports shall be prepared and submitted to the City no later than the date of the Contractor's monthly Board of Directors meeting. Failure to prepare and submit said reports to the City by the stated deadlines may at the option of the City terminate this agreement.

11. ANNUAL PLANNING AND OPERATIONS REPORT.

As part of annual grant compliance, Contractor shall prepare and submit an annual operations report to the Community Development Director, by January 15 of the contract year which includes, but is not limited to, the following:

A. Description of activities undertaken in the previous fiscal year, including:

1. Benefits derived by the community resulting from transit service provided under this Contract during the previous fiscal year.
2. Description and analysis of the existing system, including, but not limited to:
  - a. Description of operations, including hours of operation, location and description of operations location, service area, number of rides provided, ridership profile, and operating costs, etc.
  - b. Inventory of fleet, including fleet size, type, year of manufacture, condition, service history during previous year, and anticipated year each vehicle will be retired.
  - c. Inventory of all capital items owned by the City.
3. Summary of actions taken by the Contractor in response to specific City requests made in writing by the Community Development Director during the contract year.
4. Summary of specific actions taken by the Contractor to implement projects that were planned in the prior contract year.

B. Description of Public Outreach efforts

1. Hold a minimum of one (1) meeting with the general public in March of each year during the term of the Contract, to discuss the existing service needs and proposed service changes (if any). Prepare a summary of the same for the Community Development Director.
  - a. These meetings should be publicly advertised for a designated time and place.
  - b. Meetings may come in many different forms, such as presentation, an open house, a charrette, a panel discussion, a stakeholder meeting, a public hearing, or other City-approved formats.
  - c. The meetings should address a specific agenda to be determined in consultation with the City.



1. This summary shall include specifics on each proposed capital purchase, including use, estimated cost, year of purchase, and expected life span, and method of finance.
2. A Fleet Management Plan which addresses the following over a five to ten (5-10) year period:
  - a. Vehicle type in operation and anticipated to be in operation
  - b. Vehicle life expectancy
  - c. Policies for Peak and Spare vehicles
  - d. Strategies for acquisition of new vehicles
  - e. Policies for maintenance and operations
  - f. Composition of the fleet

G. An implementation plan for the proposed activities described in items D, E, and F.

H. Assist, as requested by the Community Development Director, in the preparation of any other planning documents.

12. TURNDOWNS.

Contractor shall, on a daily basis, record turndowns of trip requests. This information is to be provided to the Community Development Director by July 10<sup>th</sup> of each year.

13. COMPLAINTS.

Except as otherwise provided herein, the Contractor shall respond in writing to all complaints received from passengers or the general public, with a copy of said response forwarded to the Community Development Director. Contractor shall respond to the complaints within five (5) working days. The Community Development Director shall be provided a copy of all complaints, either in a log or with a packet of written responses, by the 10th of the next month.

14. INFORMATION.

All information about the public transit program shall be submitted to the Community Development Director for review and approval prior to proceeding with the distribution to the general public.

15. COMMERCIAL ADVERTISING.

All commercial contracts for advertising must be submitted to the Community Development Director for review and approval prior to execution. All revenue generated from the advertising shall be the property of the Contractor.

16. PERSONNEL.

Under the terms of this contract, the Contractor is an independent Contractor and has and retains full control and supervision of the services performed by and full control over the employee compensation and discharge of all employees of the Contractor other than City employees assisting in the performance of its services hereunder. The Contractor is solely responsible for all matters relating to employees, and is responsible for its own acts and acts of its subordinates, employees, and any and all subcontractors, if any, during this contract period. Without any expense to the City, the Contractor shall be responsible for all aspects of employing its personnel, including, but not limited to, employee liability, workers' compensation, employment insurance, social security overtime pay, vacation, sick leave, and any other fringe benefits to full-time and part-time employees of the Contractor.

Contractor shall employ a sufficient number of properly qualified and trained personnel to meet or exceed any State, Federal, or local requirements relating to the operation of the transit system or City-owned equipment used by the Contractor as part of this agreement.

17. PROCUREMENT PROCEDURES

Contractor's procurement procedures shall provide for free and open competition. Contractor will comply with Federal Transit Administration (FTA) procurement requirements as detailed in FTA Circular 4220.1F and City Policy dictated by *Appendix 1 to the Procurement, Financial, and Other Policies Manual*.

Contractor procurements are subject to review during the quarterly Procurement Review Team meetings and at FTA-initiated audits. Failure to adhere to the guidelines in FTA C 4220.1F and/or correct deficiencies may, at the sole option of the City, result in the termination of this agreement.

18. PAYMENT OF BILLS AND CLAIMS.

Contractor agrees to properly pay as they come due all claims, debts, and other charges which they may incur as a result of this Contract, and shall hold and save the City harmless from any such claims and debt.

19. RENEWAL.

This agreement may be renewed administratively by mutual written agreement of the parties, for a term not exceeding five (5) consecutive years, in one year increments, providing the Contractor has provided the City with satisfactory service, and under such terms and conditions as they may agree upon. In the event that the Contractor desires to extend the agreement, it shall advise the City in writing at least ninety (90) calendar days prior to the expiration of this agreement. The City shall have ten (10) business days to respond. At the end of the five year term the contract shall automatically expire and the City shall rebid the service in accordance with FTA regulations.

This agreement comprises year one (1) of five (5) of the contract period.

20. TERMS AND CONDITIONS.

This contract is subject to and incorporates provisions attached hereto as part II hereof, General Terms and Conditions, and the Lobbying – Certification for Contracts, Loans, Grants and Cooperative Agreements.

21. EXTENT OF AGREEMENT.

This contract represents the entire agreement by and between the parties and supersedes all previous negotiations, representations, and agreement whether written or oral. This contract may be amended only upon written instrument executed by both parties.

IN WITNESS WHEREOF, the City and Contractor have executed this Contract as of the date and year first written above.

APPROVED AS TO FORM:

Walter Trout

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS:

Casper Area Transportation Coalition, Inc.  
A Wyoming Non-Profit Corporation

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

Louis Grunewald  
Louis Grunewald  
President

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

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

LOBBYING - CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND  
COOPERATIVE AGREEMENTS:

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

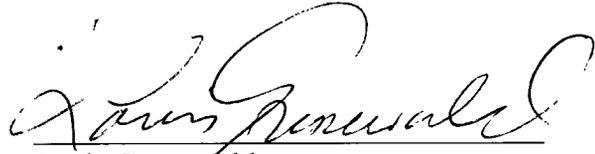
[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, CATC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Witness: \_\_\_\_\_

Casper Area Transportation Coalition, Inc.  
A Wyoming Non-Profit Corporation

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



Louis Grunewald  
President

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

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

Date: 6/9/17

Date: \_\_\_\_\_

PROFESSIONAL SERVICES CONTRACT  
CITY OF CASPER/CASPER AREA TRANSPORTATION COALITION, INC.  
PART II

FEDERAL CONTRACTUAL PROVISIONS

1. Required Clauses

To the extent applicable, Federal requirements extend to third party contractors and their subcontracts and sub agreements at every tier. Accordingly the Contractor will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Contractor will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

2. Contractor Changes

Proposed changes in this Contract shall be submitted to the appropriate Public Body for its approval prior to adoption. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of Casper and FTA as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract

3. Insurance and Indemnification

A. Prior to the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired)

and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the Agent and Owner shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agent and Owner.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The Agent and Owner, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Agent and Owner, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Agent or Owner, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the Agent. Such notice to the Agent shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to Agent and Owner a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Agent or Owner by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agent has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the Agent. Unless otherwise approved by the Agent in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the Agent, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the Agent may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the Agent.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least ten (10) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *ten (10) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the Agent with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agent before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's

obligation to provide them. The Agent reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Agent and Owner is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

Agent reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances

- E. Contractor agrees to indemnify the Agent, the Owner employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

4. Audit and Inspection of Records

The Contractor shall permit the authorized representative of the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all relevant data and records of the Contractor relating to its performance, and its subcontracts under this Contract with which Federal funds are used, from the date of this contract through and until the expiration of three (3) years after completion of this contract. The inspection and audit provided in this section does not include an audit of manufacturer's cost and/or profit, with the exception of a single bid or sole source situations.

5. Termination for Convenience

This contract may be terminated by mutual, written agreement by both parties, or if unavoidable circumstances prevent either party from meeting the terms of the contract. Any other termination of this Contract may be considered default.

6. Communications

Communications in connection with this Contract shall be in writing and shall be delivered personally; to be telex or by regular, registered or certified mail addressed to the Officer(s) or employee(s) of the City of Casper and of the Contractor designated to receive any such communications, but shall not be official communications unless confirmed in writing.

7. Immunity/Governmental Claims Act

The City does not waive any right or rights it may have pursuant to the Governmental Claims

Act, Wyoming Statutes 1-39-101 *et seq.*, and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

8. Compliance with Regulations

The Contractor shall comply with the regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

9. Nondiscrimination

Section 601 of the Title VI of the Civil Rights Act of 1964, states the following: "No person in the United States shall, on the grounds of race, color, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving the federal financial assistance.

10. Solicitations for Subcontractors, Including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Contractor, for work to be performed under a subcontract, including or procurement of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the Contractor or the Contractor's obligation under this contract and the regulations relative to nondiscrimination on the ground of race, color, or national origin.

11. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with non-discrimination provision of the Contract, the City shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payment to the contractor under the contract until the contractor complies with; and/or,
- (b) Cancellation, termination, or suspension of the Contract, in whole or in part.

12. Incorporation of Provisions

The Contractor shall include these provisions in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directive issued pursuant thereto. The Contractor shall take such actions with respect to any subcontract or procurement as the City of the Federal Transit Administration may direct as means of enforcing such provisions including sanctions for noncompliance; provided however, that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. Subletting of Contract

This contract shall not be sublet except with written consent of the City. No such consent shall be constructed as making the City a party to such subcontractor. No subcontract shall, under any circumstances, relieve the contractor of its liability and obligation under this contract, and all transactions with the City must be through the contractor.

14. Licensing and Permits

The Contractor shall secure appropriate licenses for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the contractor. The Contractor is liable for any and all taxes due as a result of the contract.

15. Equal Opportunity

- A. The Contractor will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964, as amended, Executive Order 11375, and the supplemented in Department of Labor Regulations 41 C.F.R. Part 60 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- B. In implementing this project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. This provision is not applicable to contracts for standard commercial supplies or raw materials.

16. Conservation

The Contractor shall observe and comply with mandatory standards and policies relating the energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy policy and Conservation Act (42 U.S.C. Section 6321 *et seq.*)

17. Environmental Violations

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42) U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 C.F.R. Part 15) which prohibits the use under non-exempt Federal Contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. The Contractor shall report violations to FTA and to the USEPA Assistant Administrator of Enforcement (EN0329).

18. Waiver

The failure of the City in any one or more instances to enforce one or more of the terms or

conditions of the contract documents or to exercise any of its rights and privileges, or waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges and the same shall continue and remain in force and effect as if no waiver had occurred.

19. Prohibited Interest

No member, officer, or employee, of the City of Casper during his tenure or one year thereafter shall have any interest, direct or indirect, in this agreement of the proceeds thereof.

20. Interest of Contractors

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Contractor further covenants that in the performance of this agreement, no person having such interest shall be employed.

21. Integrity

- A. To prevent fraud, waste and abuse in federal transactions, the persons or entities which by events or behavior potentially threaten the integrity of federally administered programs excluded from participation in FTA assisted programs. Contractors are required to certify that they are not debarred, suspended, ineligible or voluntarily excluded from participation in federally assisted transactions.
- B. The Contractor hereby certifies with its signature of its submission of Certificate of Debarment and Suspension, that neither it nor any of its subcontractors are debarred, suspended, ineligible, or voluntarily excluded from participation in Federally-assisted projects.

22. Default

Each and every term and condition of this Contract shall be deemed to be a material element of this Contract. In the event either party should fail or refuse to perform according to the terms of this Contract, they may be declared in default hereof.

23. Remedies Upon Default

In the event a party has been declared in default hereof and performance is not possible within the completion time as established herein, such defaulting party shall be allowed a period of five (5) days within which to cure said default, may elect to: (a) Immediately terminate the Contract; (b) Treat the Contract as continuing and require specific performance; and/or (c) Avail himself of any other remedy at law or equity. Termination shall be effective upon mailing, by the terminating party, of written notice of termination to the defaulting party, by registered or certified mail, return receipt requested, if the Contractor defaults or neglects to carry out the work in accordance with this Contract, the Procuring Agency may elect to make good such deficiencies and charge the Contractor thereof.

24. Program Fraud and False or Fraudulent Statements or Related Acts

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

25. No Obligation by the Federal Government

- A. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include that above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions and with concurrence by the Federal Government.

26. Access to Records

The Recipient agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the U.S. Secretary of Transportation and Comptroller General of the United States or their duly authorized representatives, access to all third party records as requested to conduct audits and inspections related to any third party contract that has not been awarded on the basis of competitive bidding for a capital or improvement Project, as required by 49 U.S.C. § 5325(a). The Recipient further agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as

required, to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA.

27. Incorporation of FTA Terms

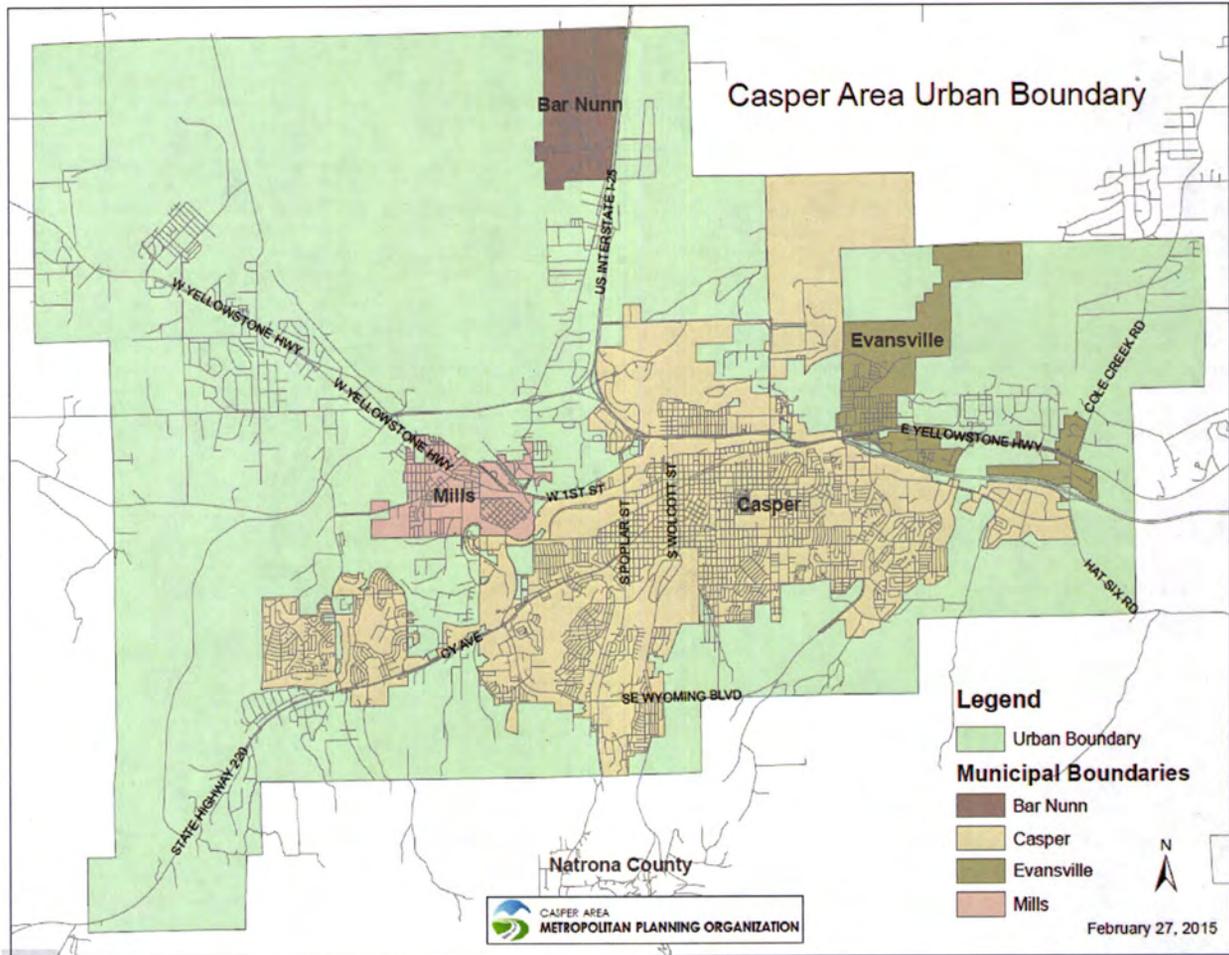
Federal Standards - The Contractor agrees to comply with applicable provisions of FTA Circular 4220.1F, "Third Party Contracting Requirements," as amended or revised by FTA, and with other applicable Federal regulations or requirements. The FTA "Best Practices Procurement Manual" provides additional procurement guidance. Nevertheless, be aware that the FTA "Best Practice Procurement Manual" is focused on procurement processes and may omit certain Federal requirements applicable to the work to be performed.

28. Disputes, Breaches, Defaults, or Other Litigation

The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- A. Notification to FTA - The City of Casper agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the City of Casper seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA before doing so.
- B. Federal Interest in Recovery - The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the City of Casper may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.
- C. Enforcement - The City of Casper agrees to pursue all legal rights provided within any third party contract.
- D. FTA Concurrence - FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the City of Casper.
- E. Alternative Dispute Resolution - FTA encourages the City of Casper to use alternative dispute resolution procedures, as may be appropriate.

EXHIBIT A



RESOLUTION NO. 17-112

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CASPER AREA TRANSPORTATION COALITION, INC., (CATC), A WYOMING NON-PROFIT CORPORATION, FOR FISCAL YEAR 2018.

WHEREAS, the City of Casper desires to engage CATC to render certain professional services and provide a demand response transit service and fixed route transit service for the City of Casper and the urbanized area; and,

WHEREAS, CATC has operated a demand response (dial-a-ride) system for the City under similar contractual arrangements since 1982; and,

WHEREAS, CATC has operated a fixed route transit system to serve the City of Casper since April of 2005.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services contract between the City of Casper and Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for Fiscal Year 2017-2018, in an amount not to exceed Two Million Twenty-One Thousand Two Hundred Eighty-Three Dollars (\$2,021,283).

BE IT FURTHER RESOLVED: That the contract amount for the City's financial obligation shall not exceed Five Hundred Thirteen Thousand Six Hundred Seventy-Two Dollars (\$513,672), with the rest of the funding to come from Federal grants to the City as detailed in the Professional Services Agreement and from CATC to the City as detailed below.

BE IT FURTHER RESOLVED: That the contract amount for CATC's financial obligation shall be for only those funds necessary to match the amount spent through the federal grant up to an amount not to exceed the sum of Three Hundred Ninety-Seven Thousand Six Hundred Fifty-Four (\$397,654) Dollars.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement.

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

*Wallie Tremble*

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ATTEST:

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Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Kenyne Humphrey  
Mayor

May 26, 2017

**MEMO TO:** Liz Becher, Interim City Manager *lb*

**FROM:** Pam Jones, MPO Administrative Support Technician

**SUBJECT:** Authorize a Lease for the Use of Certain City-Owned Vehicles to Casper Area Transportation Coalition, Inc., A Wyoming Non-Profit Corporation, for the Transportation of the Elderly, Disabled, and General Public, in an Amount of \$25, Commencing July 1, 2017 through June 30, 2017

**Meeting Type & Date:**  
Regular Council Meeting  
June 20, 2017

**Action type:** Resolution

**Recommendation:** That Council, by resolution, approve a lease agreement for twenty-one (21) lift-equipped transit vans/buses with Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for the transportation of the elderly, disabled, and general public for Fiscal Year 2018.

**Summary:** Casper Area Transportation Coalition, Inc., (CATC), desires to continue leasing twenty-one (21) City-owned vehicles. These vehicles were purchased with funding from the Federal Transit Administration (FTA) and are owned by the City. Twelve (12) of these vehicles (including the two small support vehicles) are used to provide demand/response transit service to the elderly and disabled within the urbanized area, consisting of the City of Casper, Mills, Evansville, Bar Nunn, and parts of Natrona County. The other nine (9) vehicles are used to provide fixed route transit service to the general public within the City of Casper. The towns of Mills and Evansville own their own fixed route buses for services they provide in their communities and that connect to the Casper fixed route system. The City of Casper vehicles are leased to CATC for an annual fee of Twenty-Five Dollars (\$25.00) per year for all vehicles.

The lease provides that CATC shall maintain the vehicles in good and safe condition throughout the term of the lease, which terminates at the same time as CATC's Professional Services Contract to operate the transit system. The Board of Directors of CATC has reviewed and approved the lease.

**Financial Considerations:** Funding for this Lease comes from a Federal Grant (FTA Section 5307), City of Casper General Fund, and contributions from other agencies, municipalities, and private groups paid to CATC and remitted to the City.

**Oversight/Project Responsibility:** Pam Jones. MPO Administrative Support Technician

**Attachments:** Casper Area Transportation Coalition Vehicle Lease Agreement  
Resolution

## LEASE AGREEMENT

THIS LEASE is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between the City of Casper, Wyoming, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "Lessor," and Casper Area Transportation Coalition, Inc., a Wyoming Non-Profit Corporation, 1715 East 4<sup>th</sup> Street, Casper, Wyoming 82601, hereinafter referred to as "Lessee."

IN CONSIDERATION of the 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 take from Lessor, for the term hereinafter provided, and any renewals thereof, property described in Exhibit "A" which are made part of this Agreement by this reference.

2. LEASE TERM.

The term of this Lease shall be for a period of one (1) year commencing on the 1st day of July, 2017, to and including the 30th day of June, 2018.

This Lease is subject to continued agreements between the Lessor and Lessee for the operation of the Lessor's transit program as referenced in the "Professional Services Contract for Transportation Service" dated June 20, 2017. In the event that the professional services contract is terminated, this Lease shall also be terminated.

This Lease is subject to and hereby incorporates by reference the terms and conditions of grants awarded by the Federal Transit Administration (FTA) as specified by the FTA Master Agreement dated October 1, 2012.

In the event that sufficient funding from FTA becomes unavailable for any reason as determined by the Lessor, this Lease shall be terminated.

3. RENT.

Lessee shall pay to Lessor as rent for the lease of the twenty-one (21) lift-equipped transit vans/buses, the amount of Twenty-Five Dollars (\$25.00) per year, to be paid in one (1) installment on or before the 1st of July of each year, to the Finance Department, located at 200 North David Street, Casper, Wyoming.

4. PURPOSE.

The property must be operated to serve the best interest and welfare of the Lessor and the public. Lessee shall use the vehicles in conjunction with Lessee's operation of a demand

responsive (Dial-a-ride) and fixed route transportation system for the elderly, disabled, and general public of Casper and the urbanized areas consisting of Mills, Evansville, Bar Nunn, and parts of Natrona County.

Lessee agrees to abide by all terms, conditions, and regulations imposed by the State of Wyoming and the Federal Transit Administration (FTA) relating to the transit program.

5. INSURANCE.

Lessee agrees to keep the twenty-one (21) lift-equipped transit vans/buses insured with automobile liability and collision and comprehensive physical damage insurance with the following coverage and limits:

<u>Automobile Liability</u>	
Per occurrence limit	\$500,000
Auto medical Payments	\$ 5,000
Uninsured Motorists	\$500,000

Physical Damage

Comprehensive and collision coverage actual cash value or cost of repair whichever is less, minus \$1,000 comprehensive and \$1,000 collision deductible for each auto.

Lessee shall furthermore provide that it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor. Lessee shall provide Lessor with a copy of said proof of coverage before placing any of these vehicles in service. Such certificates shall provide thirty (30) days advance written notice to the Lessor of cancelation, material change, reduction of coverage, or non-renewal. Lessee further agrees to hold the Lessor harmless and indemnify the Lessor in and against any and all law suits, claims, demands, or actions arising from or relating to the use of the vehicles listed on Exhibits "A" and "B."

6. SUBLEASE.

The vehicles set forth in Exhibit "A" shall not be subleased or assigned by Lessee without prior written consent of the Lessor first being obtained.

7. TERMINATION.

Upon default of any of the terms and conditions contained herein by Lessee, Lessor may at its discretion immediately terminate this lease, and Lessee shall surrender possession of the vehicles in as good a condition as when they were accepted from Lessor, excepting normal wear and tear.

8. MAINTENANCE AND CONDITION.

The property must be maintained to a high level of cleanliness, safety, and soundness under maintenance procedures defined below:

Throughout the term of this lease, the Lessee shall maintain the vehicles in a good and safe condition. Lessor reserves the right to approve any requests for proposals for maintenance of said vehicles which may be published by Lessee, and/or to approve any contracts for maintenance of said vehicles by Lessee. Lessor also reserves the right to assume maintenance of said vehicles at the City Central Service Center, or to contract with the private sector for maintenance of said vehicles at any time during the lease term. In the event Lessor elects to assume, or contract the maintenance of said vehicles, at the option of the Lessor, this section of the lease may be renegotiated by the parties. Lessee further agrees that it will not alter the vehicles without obtaining prior written authorization from the Lessor. In the event Lessee makes any alterations to the vehicles pursuant to written authorization from Lessor, the same shall become and remain the property of Lessor. The Lessor reserves the right to perform periodic inspections for the purpose of confirming proper maintenance pursuant to this lease. Failure of the Lessor to exercise its right to inspection in no way relieves the Lessee of its obligations imposed by this section.

Additional maintenance policies are included in this Agreement as Exhibit B.

9. RETIRING VEHICLES.

Prior to retiring any vehicles, the Lessee will meet with the Lessor to review the general condition of vehicles to be retired and returned to the Lessor. This meeting will coincide with the Lessee Board of Directors meeting. The Lessee will inform the Lessor of the general condition of the vehicles to be retired. No vehicle repairs shall be made unless approved by the Lessor. Lessee will ensure that the general, on-going maintenance of the retiring vehicles are continued until their return to Lessor.

10. LEASE RENEWAL.

Lessee has the option to renew the lease for an additional term under terms and conditions mutually agreeable to the parties, provided, however, that the Lessee shall give written notice of its election to exercise said option at least ninety (90) days prior to the end of the lease term. Notwithstanding this option, however, the Lessor shall have the right within thirty (30) days after receiving said notice, to give written notice to Lessee that it rejects said renewal, in which case this lease shall expire upon its own terms at the end of the lease term. If no notice to renew is received from Lessee prior to the ninety (90) day period, this lease shall expire upon its own terms.

11. LICENSE FEES AND TAXES.

Lessee agrees that it shall pay to any governmental entity, on behalf of Lessor, any and all taxes, assessments, or license fees which may be assessed against the vehicles or required for

the use of the property by any governmental agency upon reasonable notice by Lessor or any other governmental entity as to the amount due and owing.

12. WAIVER.

The waiver of any breach in any of the terms and conditions of this lease shall be limited to the act or acts constituting such default and shall never be construed as being a continuing or permanent waiver in any such term or conditions, all of which shall be and remain in full force as to future acts or happenings notwithstanding such individual waiver or any default thereof.

13. IMMUNITY/GOVERNMENTAL CLAIMS ACT.

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

14. COMMERCIAL ADVERTISING ON VEHICLES.

All commercial contracts for advertising on the vehicles set forth in Exhibit "A" shall be submitted to the Community Development Director for review and approval, prior to execution. All revenue from the advertising shall be considered program income.

15. MISCELLANEOUS COVENANTS.

- a. Lessee will allow no liens to be placed upon the leased vehicles.
- b. Lessor shall have access to the lease property at all reasonable times for the purpose of inspection and repair.
- c. Lessee shall comply with all local, state, and federal laws and regulations.
- d. Lessee agrees that it has examined the leased vehicles set forth in Section 1, and accepts the same in their present condition.
- e. This lease shall be construed pursuant to Wyoming law.
- f. Lessee shall perform daily safety inspections of vehicles prior to beginning day's service. Vehicles that fail to meet the safety inspection standards shall not be placed in service until the safety deficiency is corrected.
- g. The Lessee shall immediately notify the Community Development Director of any vehicle accident involving said leased vehicles.

- h. Lessor and the Federal Transit Administration (FTA) shall have the right to enter and inspect the premises at all reasonable times. These inspections shall be for the purpose of confirming the existence, condition, and the proper maintenance of the buses.

EXECUTED by the parties hereto on the day and year first above written.

APPROVED AS TO FORM:

Walter Tremblay

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS:

LESSEE:

By: Marge Cole

Printed Name: MARGE COLE

Louis Grunewald  
Louis Grunewald, President

EXHIBIT A  
VEHICLE INVENTORY

CASPER AREA TRANSPORTATION COALITION, INC												
The Bus												
VEHICLE INVENTORY												
April-17												
VEHICLE #	Year	Description	Grant #	VIN #	Purchased Date	Purchased Price	Federal Percentage	Condition	Scheduled Disposition Date	Current Odometer	LOCATION IN CASPER	VESTED TITLE
230070	2009	26 pass GMC Turb Top	WY-96-X002	Z117-1GBJ5Z1G99F413077	12/31/2009	\$128,415.00	\$128,415.00	Fair/Poor	2015	191,354	1715 E 4TH ST	City of Casper
230075	2012	30 Passenger Freightliner Champion	JARC 5316	1FVACWDU8DHFE5448	12/31/2012	\$120,889.00	\$96,711.20	Good	2019	142,427	1715 E 4TH ST	City of Casper
230076	2012	30 Passenger Freightliner Champion	WY-90-0050	1FVACW0LXDHF5449	12/31/2012	\$120,889.00	\$96,711.20	Good	2019	159,502	1715 E 4TH ST	City of Casper
230077	2013	Ford E450 Starcraft Allstar wc equip	WYDOT	1FDEFE4F5XDDA93230	8/19/2013	\$67,144.00	\$57,072.00	Excellent	2018	118,569	1715 E 4TH ST	Town of Evansville
230078	2013	Ford E450 Starcraft Allstar wc equip	WYDOT	1FDEFE4F5XDDA93292	8/19/2013	\$67,144.00	\$57,072.00	Excellent	2018	132,830	1715 E 4TH ST	Town of Mills
230080	2015	Ford F550 Super Duty wc equip	FTA	1FD0F5GT4FEC39607	4/2/2015	\$105,490.00	\$84,392.00	Excellent	2021	76,416	1715 E 4TH ST	City of Casper
230085	2016	Ford F550 wc equip	FTA	1FDGF5GT0GEC33086	11/4/2016	\$114,979.00	\$91,983.00	Excellent	2023	8,481	1715 E 4TH ST	City of Casper
230086	2016	Ford F550 wc equip	FTA	1FDGF5GT4GEC05856	11/4/2016	\$114,979.00	\$91,983.00	Excellent	2023	11,813	1715 E 4TH ST	City of Casper

CATC VEHICLE INVENTORY April 17													
VEHICLE #	Year of Manufacture	Description	Grant # 5307	VIN #	Purchased Date	Purchased Price	Federal Percentage	Condition	Disposition Date	Current October	Location in Campus	PTA Regulation for Retirement	Vested Yr's
Z0041	2001	6 passenger Ford Van w/ lift equip	WY-90-X018	1FTSE1L81HB90151	12/01/2001	\$42,899.00	\$3,572.80	Fair	2010	55,594	1715 E 4th St	nil	
Z0063	2008	18 passenger Ford E1 Colorado w/ lift equip	WY-90-X039	1FD4E45E3A0823408	9/10/2008	\$64,385.00	\$5,508.00	Fair	2014-2017	228,206	1715 E 4th St	5 years or 150,000 miles	
Z0065	2009	12 passenger Ford E1 Colorado w/ lift equip	WY-90-X044	1FD0E155B0A90604	11/01/2009	\$54,975.00	\$4,980.00	Good	2014-2017	193,666	1715 E 4th St	5 years or 150,000 miles	
Z0066	2009	12 passenger Ford E1 Colorado w/ lift equip	WY-90-X044	1FD0E155B0A90605	11/01/2009	\$54,975.00	\$4,980.00	Good	2014-2017	119,639	1715 E 4th St	5 years or 150,000 miles	
Z0067	2009	12 passenger E180 Ford E1 Colorado w/ lift equip	WY-90-X044	1FD0E155B0A90606	11/01/2009	\$54,975.00	\$4,980.00	Good	2014-2017	209,619	1715 E 4th St	5 years or 150,000 miles	
Z0069	2010	12 passenger Ford E1 Turfstep w/ lift equip	WY-90-X001	1FD0E155B0A90607	12/01/2009	\$50,654.00	\$4,654.00	Good	2013-2017	201,636	1715 E 4th St	5 years or 150,000 miles	
Z0072	2010	7 passenger Dodge Ameri-Van w/ lift equip	WY-90-X002	20ARMOEDAR184713	2/16/2010	\$36,985.00	\$3,698.50	Excellent	2019-2020	40,696	1715 E 4th St	5 years or 150,000 miles	
Z0073	2010	16 passenger Ford E1 Colorado HYBRID	WY-90-X002	1FD0E155B0A90608	9/15/2010	\$111,498.00	\$11,149.80	Poor	2015-2018	113,754	1715 E 4th St	5 years or 150,000 miles	
Z0074	2012	16 passenger Ford E150 Elmhurst	WY-90-0050	1FD0E155B0A90609	12/08/2012	\$70,934.00	\$6,750.40	Excellent	2017-2026	113,486	1715 E 4th St	5 years or 150,000 miles	
Z0079	2014	E-150 Ford Elmhurst 12 pass w/ lift equip	5310-11-PTA-76	1FD0E155B0A90610	2/04/2014	\$33,290.00	\$3,220.00	Excellent	2019-2028	90,339	1715 E 4th St	5 years or 150,000 miles	City of Campus
Z0081	2012	E-150 Ford Elmhurst 12 pass w/ lift equip	5310-11-PTA-76	1FD0E155B0A90611	10/22/2013	\$53,341.00	\$5,166.00	Excellent	2019-2028	47,702	1715 E 4th St	5 years or 150,000 miles	City of Campus
Z0082	2016	Chevrolet G4600 Elmhurst	PTA 5307	1G8SCUBLXG1128956	1/15/2016	\$84,187.00	\$7,999.00	Excellent	2023-2025	30,494	1715 E 4th St	5 years or 150,000 miles	
Z0083	2016	Chevrolet G4600 Elmhurst	PTA 5307	1G8SCUBLXG1128994	1/15/2016	\$81,646.00	\$7,799.00	Excellent	2023-2025	39,700	1715 E 4th St	5 years or 150,000 miles	
Z0084	2016	Chevrolet G4600 Elmhurst	PTA 5307	1G8SCUBLXG11286741	1/15/2016	\$81,646.00	\$7,799.00	Excellent	2023-2025	9016	1715 E 4th St	5 years or 150,000 miles	

**EXHIBIT B**  
**MAINTENANCE RESPONSIBILITIES**

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# VEHICLE PREVENTIVE MAINTENANCE PROGRAM

January 23, 2015

## GENERAL INFORMATION

As a recipient of Section 5307 program funds, the City is required to have a maintenance plan. This plan identifies goals and objectives, establishes the means by which the City will meet these goals, and describes a system of periodic inspections and preventive maintenance activities to be performed at certain defined intervals.

Buses are owned entirely by the City of Casper. Proper maintenance is necessary to ensure safe, trouble-free operation. Simple inspections can detect potential problems. The preventive maintenance program includes pre-trip inspections, regularly scheduled services, warranty, and specialty maintenance.

## PROGRAM GOALS

1. 80% of all vehicle services shall be completed on time. On time is defined as completed within 10 percent of the regularly scheduled service. More frequent service is permissible.
2. Prolong the service life of transit rolling stock.
3. Decrease vehicle maintenance expenses as a percent of total operating cost.

## DAILY PRE-TRIP INSPECTION

Each day, drivers shall complete a "Daily Pre-Trip Inspection Checklist" which includes the following:

1. Tire Pressure
2. Engine Oil
3. Transmission, Washer, Power Steering, and Radiator fluid
4. Batteries, belts, and hoses
5. Oil Pressure, fuel level, alternator
6. Lights and flashers
7. Lift/Wheelchair operation
8. Doors, seatbelts, safety equipment

Drivers finding major issues requiring attention should complete a work order immediately. Critical issues, such as an inoperable wheelchair lift, require drivers to notify their supervisor and remove the bus from service immediately.

Drivers will inspect the lifts to ensure proper function. If minor service is required, staff will indicate a work order. The driver supervisor, upon receiving a work order, may complete minor servicing including lubrication, control mechanisms, and other basic maintenance on the lifts. The driver supervisor will ensure that all lifts are serviced according to manufacturer's guidelines. Often, this is determined by hours of service or lift cycles.

# Transit Operator's Daily Inspection Checklist

## DAILY PRE-TRIP INSPECTION CHECKLIST 9/14

DATE \_\_\_\_\_ VEHICLE# \_\_\_\_\_ STARTING MILES \_\_\_\_\_  
 STARTING HOURS \_\_\_\_\_  
 QT. OIL ADDED \_\_\_\_\_ FLUIDS ADDED \_\_\_\_\_ ENDING MILES \_\_\_\_\_  
 ENDING HOURS \_\_\_\_\_

**Personal Protective Equipment**

Eye Protection \_\_\_\_\_ (Required when checking under the hood or jump starting vehicles)  
 Ice Cleats (Required When Icy) \_\_\_\_\_ Latex Gloves (Required when adding fluids) \_\_\_\_\_

**BEFORE DRIVING - EVERYTHING IS TO BE CHECKED**

**AS YOU APPROACH VEHICLE** **CHECK LUG NUTS**  
 No fresh body damage \_\_\_\_\_ No fluid leaks \_\_\_\_\_ Tires \_\_\_\_\_ **TIGHTNESS**  
 No objects behind or under \_\_\_\_\_ Gas Cap \_\_\_\_\_

**REQUIRED**

**UNDER THE HOOD (ENGINE OFF) (Add fluid if needed) EYE PROTECTION & LATEX GLOVES**

Engine oil \_\_\_\_\_ Radiator Fluid \_\_\_\_\_ Batteries \_\_\_\_\_ Belts/Hoses \_\_\_\_\_  
 Transmission Fluid \_\_\_\_\_ Power Steering Fluid \_\_\_\_\_ Washer Fluid \_\_\_\_\_ Brake Fluid \_\_\_\_\_

**ENGINE START (Check gauges)**

Oil Pressure \_\_\_\_\_ Fuel Amount \_\_\_\_\_ Battery/Alternator \_\_\_\_\_ Engine Sound \_\_\_\_\_

**EXTERIOR - CHECK LUG NUTS TIGHTNESS**

Lug nuts \_\_\_\_\_ Tail lights/brake lights \_\_\_\_\_ Clearance lights \_\_\_\_\_ Headlights \_\_\_\_\_  
 Turn signals/emergency flashers \_\_\_\_\_ Back up lights & beeper \_\_\_\_\_ Battery Box \_\_\_\_\_

**WARM UP**

Wipers \_\_\_\_\_ Interior lights \_\_\_\_\_ Left/Right Mirrors \_\_\_\_\_ Horn/Back up Signal \_\_\_\_\_  
 Brake pedal/Parking brake \_\_\_\_\_ Air conditioner/heater \_\_\_\_\_ Blower fan \_\_\_\_\_  
 Steering Wheel \_\_\_\_\_ Gas Pedal \_\_\_\_\_ Two way radio \_\_\_\_\_

**NO=WORK ORDER ASAP**

**INTERIOR: CHECK ALL 4 CAMERAS: ARE THEY BLINKING RED? YES NO \_\_\_\_\_**

Fire extinguisher \_\_\_\_\_ Warning Triangles \_\_\_\_\_ Blood Borne Pathogens kit \_\_\_\_\_  
 Driver door \_\_\_\_\_ Passenger door \_\_\_\_\_ Exit door \_\_\_\_\_ Broom \_\_\_\_\_  
 First aid kit \_\_\_\_\_ Passenger seatbelts \_\_\_\_\_ Driver seatbelt \_\_\_\_\_ Belt cutters \_\_\_\_\_  
 (Winter only) Snow Melt \_\_\_\_\_ Shovel \_\_\_\_\_ Stop Announcement Working \_\_\_\_\_

**LIFT/WHEELCHAIR OPERATION**

Lift door \_\_\_\_\_ Lift Operation Deploy & Stow \_\_\_\_\_ Tie Downs (8 minimum) \_\_\_\_\_  
 Wheelchair seat belts \_\_\_\_\_ (at least 2) **IF LIFT IS INOPERABLE THE BUS DOES NOT GO INTO SERVICE. COMPLETE A WORK ORDER, CHECK OUT A DIFFERENT BUS & LET DISPATCH KNOW.**

PRE TRIP CHECK BY \_\_\_\_\_

**ALL DRIVERS AM&PM ARE RESPONSIBLE FOR KEEPING BUSES CLEAN!!!!!!!!!!!!!!**

Cleanliness \_\_\_\_\_ Clean up spills mop if needed \_\_\_\_\_ Empty Garbage & replace liner \_\_\_\_\_  
 Pick up garbage \_\_\_\_\_ Close windows \_\_\_\_\_ Straighten seat belts & Tie downs \_\_\_\_\_  
 No loose objects \_\_\_\_\_ Wash rear window \_\_\_\_\_ Clean drivers area \_\_\_\_\_  
 Sweep all Floors including - Passenger area \_\_\_\_\_ Steps \_\_\_\_\_ Driver Area \_\_\_\_\_  
**\*\*CLEAR PASSENGER COUNTER END OF DAY\*\*\***

**END OF SHIFT TURN EVERYTHING OFF EXCEPT THE TWO-WAY RADIO**

END OF SHIFT CHECK BY \_\_\_\_\_ **\*\*The Bus Drivers Only-Bus shelters**  
 Condition \_\_\_\_\_  
**\*\*IF ANY DAMAGE TO SHELTER REPORT IT IMMEDIATELY AND FILL OUT INCIDENT REPORT\*\***

Additional remarks: LEP CONTACTS Spanish \_\_\_\_\_ Other \_\_\_\_\_  
 (Please list what language)

## REGULAR "A" AND "C" LEVEL SERVICES

1. Administrative staff shall maintain a log that lists the bus number, date of inspection, mileage at current inspection, mileage of previous inspection, the mileage interval between the two inspections, and the percentage of the inspections performed on time.
2. Each "A" level service shall occur on a regular 5,000 mile or 250 hour schedule. Inspections must occur at least 80% on time. Earlier inspections are permitted.
3. A-Services include oil change, filter change, and lift maintenance.
4. Each "C" level service shall occur on a regular 30,000 mile or 1,500 hour schedule. Inspections must occur at least 80% on time. Earlier inspections are permitted.
5. C-Services include engine transmission, rear differential, and lift maintenance.

City mechanics will inspect, clean, and lube the lifts during regularly scheduled A and C Level services. If, after servicing the lifts, mechanics determine a major repair is needed, the transit operator will arrange for a repair at a local equipment maintenance company.

## WARRANTY AND SPECIAL MAINTENANCE

Warranty and specialized maintenance shall be performed at authorized local dealerships or equipment maintenance companies. The transit operator shall complete work orders and submit payments for these services.

RESOLUTION NO. 17-113

A RESOLUTION AUTHORIZING A LEASE FOR THE USE OF CERTAIN CITY-OWNED VEHICLES TO CASPER AREA TRANSPORTATION COALITION, INC., (CATC), A WYOMING NON-PROFIT CORPORATION, FOR THE TRANSPORTATION OF THE ELDERLY, DISABLED, AND GENERAL PUBLIC FOR FISCAL YEAR 2018.

WHEREAS, the City currently leases transit vans/buses to CATC for transportation of the elderly, disabled, and general public; and,

WHEREAS, in leasing the vans/buses to CATC, CATC will be responsible for all operating costs which include, but are not limited to, the following: (1) provide qualified drivers and support staff; (2) all maintenance and repair, gas, oil, lubricants, etc.; and, (3) provide the necessary reports as required by the City; and,

WHEREAS, the term of the lease shall be for one (1) year, commencing on July 1, 2017, to and including June 30, 2018, for an annual lease fee of Twenty-five Dollars (\$25) for all vehicles.

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 with the Casper Area Transportation Coalition, Inc. (CATC), a Wyoming Non-Profit Corporation for use of City-owned vehicles, as more specifically delineated in the lease agreement.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

May 26, 2017

**MEMO TO:** Liz Becher, Interim City Manager *eb*

**FROM:** Pam Jones, MPO Administrative Support Technician

**SUBJECT:** Authorize a Lease with Casper Area Transportation Coalition, Inc., a Wyoming Non-Profit Corporation, for Two Buildings, Parking Area and Adjacent Land at 1715 East 4<sup>th</sup> Street, in an Amount of \$8,436, Commencing July 1, 2017 through June 30, 2017

**Meeting Type & Date:**  
Regular Council Meeting  
June 20, 2017

**Action type:** Resolution

**Recommendation:** That Council, by resolution, approve the lease of two buildings, parking area, and adjacent land located at 1715 East 4<sup>th</sup> Street, to Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for Fiscal Year 2018, at an annual rent of Eight Thousand Four Hundred Thirty-Six Dollars (\$8,436).

**Summary:** Casper Area Transportation Coalition, Inc., (CATC), desires to continue leasing two buildings, and an adjoining parking area, for a term of one year. The property shall be used for administrative offices, bus storage, and maintenance, in conjunction with the operation of the transportation system for the elderly, disabled, and general public for the Casper urbanized area.

The City solicited a Request for Proposal (RFP) for transit services in the fall of 2016. Council will consider the approval of the Transit Operations Contract at the June 20, 2017 Council Meeting; this is the first year lease agreement in the five (5) year term; approved annually.

**Financial Considerations:** Funding for this Lease comes from a Federal Grant (FTA Section 5307), City of Casper General Fund, and contributions from other agencies, municipalities, and private groups paid to CATC and remitted to the City.

**Oversight/Project Responsibility:** Pam Jones. MPO Administrative Support Technician

**Attachments:** Casper Area Transportation Coalition Building Lease Agreement  
Resolution

LEASE AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 North David, Casper, Wyoming, 82601 ("Lessor"), and Casper Area Transportation Coalition, Inc., a Wyoming Non-Profit Corporation, 1715 East 4<sup>th</sup> Street, Casper, Wyoming, 82601 ("Lessee").

WITNESSETH:

For and in consideration of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. DESCRIPTION OF PROPERTY.

Lessor does hereby agree to lease to the Lessee upon the terms and conditions stated herein the following real property, together with all improvements thereon:

The two buildings, adjacent parking area, and adjoining land located at 1715 East 4th Street, Casper, Wyoming, all as shown on Exhibit A, which is attached hereto and made part of this Agreement.

2. TERM OF LEASE.

The term of this Lease shall be for a period of one (1) year, commencing on the 1st day of July, 2017, and shall remain in force and effect to and including 30th day of June, 2018, unless terminated or extended according to the provisions of this agreement.

If Lessor does not agree in writing to extend the lease, it shall expire upon its own term at the end of the lease term. Rental for such renewal period, may, at the option of the Lessor, be increased.

Lessor shall conduct an inspection of the premises prior to any lease renewal (see Exhibit B). This inspection shall denote any repairs which must be made to bring the building or other property to the same or better condition than it is currently in by Lessee prior to any lease renewal being approved by the Lessor.

In the event Lessee does not extend the term of this lease as provided, and holds over beyond the expiration of the term hereof, such holding over shall be deemed a month-to-month tenancy at the same rental, payable on the first day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

This Lease is subject to continued agreements between the Lessor and Lessee for the

operation of the Lessor's transit program as referenced in the "Professional Services Contract for Transportation Service" dated June 20, 2017. In the event that the professional services contract is terminated, this Lease shall also be terminated.

This Lease is subject to and hereby incorporates by reference the terms and conditions of grants awarded by the Federal Transit Administration (FTA) as specified by the FTA Master Agreement dated October 1, 2012.

In the event that sufficient funding from FTA becomes unavailable for any reason as determined by the Lessor, this Lease shall be terminated.

### 3. RENT.

Lessee agrees to pay as total rental for the premises the amount of Eight Thousand Four Hundred Thirty-Six Dollars (\$8,436.00). Lessee shall pay \$703 per month from July 1, 2017, to June 30, 2018. All monthly payments shall be due and payable on or before the first day of each month for the term of this lease. All late rent payments shall earn interest at the rate of ten percent (10%) per annum, in addition to any other provisions, rights, and remedies set forth in this lease. Payments are late if Lessors do not receive them at the above address on or before the date due.

### 4. USE OF THE PREMISES.

The property must be operated to serve the best interest and welfare of the Lessor and the public. Lessee shall use the premises for the sole and only purpose of administrative offices, vehicle storage, and maintenance in conjunction with Lessee's operation of a transportation system for the elderly, disabled, and general public of Casper and the urbanized areas consisting of Mills, Evansville, Bar Nunn, and parts of Natrona County. Lessee agrees to comply with all laws, ordinances, rules, and regulations of any governmental authority, which are applicable to the conduct of Lessee's business. Lessee shall keep the property free and clear of all liens and encumbrances.

Lessee shall not commit, or allow to be committed, any waste on the premises. Lessee shall not maintain, commit, or permit to be maintained or committed any nuisance on the premises.

### 5. PROPERTY CONDITION AND REPAIRS

Lessee has inspected the property and accepts it "as is." The property must be maintained to a high level of cleanliness, safety, and soundness under maintenance procedures listed below.

Lessee shall acquire the services of a custodian or janitor for regular cleaning of the property.

Lessor shall maintain the grounds of the property.

Lessee shall make all repairs and maintenance, including but not limited to the roof, heating, air conditioning and mechanical systems, electrical systems, plumbing, etc., to the property at Lessee's cost. Lessee shall maintain the property in at least the same condition it is currently in. No alterations, modifications or additions to the premises may be made without written permission of Lessor.

6. CONDEMNATION.

If the leased premises or any portion thereof as will make the leased premises unsuitable for the purposes of the Lessee is condemned or taken under right of eminent domain by any legally constituted authority, then in either of such events, this lease shall cease on the date when possession is taken by the condemner and rent shall be due to the Lessor until said date.

Such termination shall be without prejudice to the rights of either Lessor or Lessee to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither Lessor nor Lessee shall have any rights in or to any award made to the other by the condemning authority.

7. TERMINATION.

Lessee may terminate this Lease Agreement, provided however, that Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date. Lessor may terminate, without declaring a default, by also providing written notice to Lessee thirty (30) days before intended termination or next rental due date. This termination ability is in addition to that which is provided for in Section 6 above.

8. INSURANCE AND INDEMNIFICATION.

Lessee shall indemnify Lessor and save Lessor harmless from any and all claims, actions, damages, liability, and expense in connections with the loss of life, personal injury, and/or damage to property occurring in or about, or arising from or out of the premises, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors customers, or employees.

Lessee agrees to keep the demised premises insured with commercial general liability and commercial property insurance with the following coverages and limits:

Commercial General Liability

Personal Injury and Advertising Injury	\$ 500,000
Per Occurrence Limit	\$ 500,000
Fire/explosion/water damage limit	\$ 500,000
Medical Expense Limit (Any one Person)	\$ 10,000

Commercial Property

Maximum Deductible per Occurrence	\$ 1,000
Building replacement Cost	
1701 East 4 <sup>th</sup> Street - Frame 1,098 square feet	\$ 164,700
1715 East 4 <sup>th</sup> Street - joisted masonry, 8,641 square feet	\$ 345,640
Sign	\$ 5,000

Lessee shall furthermore provide that it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor. Lessee shall provide Lessor with proof of insurance evidencing such insurance as outlined above immediately after execution of this agreement and prior to use of the property. Such proof of insurance shall provide a thirty (30) day advance written notice to Lessor of cancellation, reduction of coverage, or non-renewal. In addition, the Lessee shall provide the Lessor with copies of proof of coverage and/or policy endorsements. The Lessor's failure to request or review such proof of coverage shall not affect the Lessor's rights or the Lessee's obligation hereunder.

Lessee further agrees to hold the Lessor harmless and defend the Lessor in any and all suits, claims, demands, or actions arising from or relating to the use of the property by Lessee.

9. PERSONAL PROPERTY AND RISK OF LESSEE.

Personal property on the premises shall be at the risk of the Lessee. Lessor shall not be liable for any damage to any personal property at any time in the premises not due to Lessor's negligence which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the premises or from pipes or plumbing works of the same, or from any other place.

10. DEFAULT.

Any of the following events shall constitute a default of this lease:

- A. The Lessee's failure to pay any rent to Lessor when the same is due and payable under the terms of this lease.
- B. Lessee's failure to perform any other duty or obligations imposed upon it by this lease, and such default having continued for a period of ten (10) days after written notice thereof has been given by Lessor.
- C. The filing of a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or the making of an assignment for the benefit of creditors by Lessee.
- D. The sale of the interest of Lessee in the premises under execution or other legal process.

In the event of any such default of Lessee, Lessor may at any time thereafter, with or without notice or demand, and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such default, whether created by statute or case law, and without terminating this lease, re-enter the premises and take possession of the same, and all equipment and fixtures therein, and at any time re-let the premises or any part thereof for the account of Lessee, for such terms upon such conditions and at such rental as Lessor may deem proper. In such event, Lessor may receive and collect rent from such re-letting and apply it against any amount due from Lessee hereunder, including, without limitation, such expenses as Lessor may have incurred in recovering possession of the premises, placing the same in good order and condition, and all other expenses, commissions, and charges, including attorney's fees, which Lessor may have paid or incurred in connection with said repossession and re-letting. Lessor may execute any lease made pursuant hereto in Lessor's name or in the name of Lessee, as Lessor may see fit, and Lessee shall have no right to any rent collected thereunder. Whether or not the premises are re-let, Lessee shall pay Lessor all amounts required to be paid by Lessee to the date of Lessor's re-entry, and, thereafter, Lessee shall pay Lessor, until the end of the term hereof, the amount of all rent and other charges required to be paid by Lessee hereunder, less the proceeds of such re-letting during the term hereof, if any, after payment of Lessor's expenses as provided above. Such payment by Lessee shall be done at such times as are provided elsewhere in this lease, and Lessor need not wait until the termination of this lease to recover these sums.

Lessor shall not, by any re-entry or other act, be deemed to have terminated this lease or the liability of Lessee for the total rent reserved hereunder unless Lessor shall give Lessee written notice of Lessor's election to terminate this lease.

Lessor shall have the right to cancel and terminate this lease upon default by giving written notice to Lessee, and upon such termination, Lessor shall have the right to re-enter the premises and take possession of the same and all equipment and fixtures therein. In such event, Lessor shall thereupon be entitled to recover from Lessee the greater of the rent and other charges required to be paid by Lessee hereunder for the balance of the term hereof (if the lease had not been so terminated), or the then reasonable rental value of the premises for the same period.

Lessor shall not be deemed in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligations within ten (10) days after written notice by Lessee to Lessor, specifying wherein Lessor has failed to perform such obligations; that if the nature of the Lessor's obligation is such that more than ten (10) days are required for its performance, then Lessor shall not be deemed to be in default if it shall commence such performance within such ten (10) day period.

#### 11. LIEN ON PERSONAL PROPERTY AND ABANDONED PROPERTY.

All goods, chattels, fixtures, and other personal property belonging to Lessee which are in or are put into the premises during said term shall at all times be bound with a lien in

favor of Lessor and shall be chargeable for all rent hereunder and the fulfillment of all other covenants and agreements herein.

Should Lessee vacate or abandon the premises and leave any goods or chattels in, upon, or about the premises for a period of more than ten (10) days after such vacation or abandonment or after termination of this lease in any manner whatsoever, then Lessor shall have the right to sell, after ten (10) days written notice to Lessee, all or any part of the property at public or private sale and apply the proceeds of such sale first to the payment of all costs and expenses of conducting the same and caring for or storing the goods and chattels and, second, to apply to the balance, if any, of any indebtedness due from Lessee to Lessor.

## 12. ENVIRONMENTAL COMPLIANCE.

Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001 *et seq.* (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, 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 property, in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. 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 property; 2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant or hazardous substance; and, 3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

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

property by any 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. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

Provided, however, that the indemnification provided for herein to Lessor shall be limited to conditions which arose on the leased property subsequent to Lessee's possession of same. It is not the intent of Lessor to hold Lessee responsible for circumstances arising before Lessee first occupied or assumed possession of the property herein leased. Further, Lessee does not agree to indemnify Lessor for conditions arising on the leased property which are caused by Lessor.

### 13. ASSIGNMENT, MORTGAGE, OR SUBLEASES.

Lessee shall not assign, sell, mortgage, pledge, transfer or encumber this lease or sublet the premises in whole or in part or permit the premises to be used or occupied by others without the prior consent in writing of Lessor.

### 14. NUISANCE.

The Lessee shall promptly comply with all statutes, ordinances, rules, orders, regulations,

and requirements of the Federal, State and municipal government, and of any and all of their departments and bureaus applicable to said premises.

15. IMMUNITY/GOVERNMENTAL CLAIMS ACT.

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 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.

16. LESSOR'S RESERVED RIGHTS.

Lessor reserves the right to make repairs and improvements, structural or otherwise, in or to the premises as Lessor deems desirable or necessary, so long as said improvements do not interfere with the operation of the conduct of business by the Lessee.

17. GROUNDS MAINTENANCE.

Lessor shall maintain the turf areas. The Lessor shall maintain the irrigation system on the premises, and Lessee shall be liable to the Lessor for damages caused to the leased premises by its operations or failure to properly maintain premises.

18. TAXES.

Lessee shall pay any real estate taxes due on the property when these taxes are due. Lessee shall annually show Lessor the receipt of payment of any real estate taxes as soon as the taxes are paid.

19. UTILITIES.

Lessee shall be responsible for all charges for gas, water, sewer, electricity, light, heat, power, garbage, cable television, telephone, internet or other communication service used, and any other utility service, rendered, or supplied upon or in connection with the leased premises and shall indemnify the Lessor against any liability or damages on such account.

20. NOTICE.

Any notice or demand required by the provisions of this lease to be given to either of the parties shall be deemed to have been given adequately if sent by United States certified or registered mail to the following addresses:

Lessor: City of Casper  
200 North David Street  
Casper, WY 82601

Lessee: Casper Area Transportation Coalition, Inc. (CATC)  
1715 East 4<sup>th</sup>  
Casper, WY 82601

21. NON-SMOKING PREMISES.

The property shall remain non-smoking premises. Casper Municipal Ordinance 8.16.010 et seq. shall be in effect and enforceable for the buildings on the premises which shall be considered to be a public place where smoking is prohibited.

22. SIGNS ON PROPERTY.

Lessee shall receive written approval from the City Manager or his designee, prior to placing any signs upon the property. Lessee shall coordinate with the City Manager or his designee regarding the design of any signs prior to requesting such approval.

23. INSPECTION.

Lessor and the Federal Transit Administration (FTA) shall have the right to enter and inspect the premises at all reasonable times. These inspections shall be for the purpose of confirming the existence, condition, and the proper maintenance of the buses and Lessor-owned facilities.

24. INDEMNIFICATION.

This agreement is made upon the expressed condition that the Lessor shall be free from all liabilities and claims for damages and/or lawsuits for, or by reason of, any injury or injuries, to any person or property of any kind whatsoever, from any cause or causes whatsoever, while in or upon the premises or any part thereof, or occasioned by any occupancy or use of said premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor. Lessee agrees that it will protect, indemnify, and hold harmless the Lessor from all injuries, liabilities, costs, losses, expenses, suits, claims, and damages however occurring. Lessee further agrees to defend the Lessor, in any actions filed in court which arise from said injuries, liabilities, costs, losses, expenses, claims, and damages in the event the Lessor is named as a defendant in said court action.

The Lessee shall further indemnify Lessor against all expense, liabilities and claims of any kind including reasonable attorney fees by or on behalf of any person or entity arising out of either: 1) a failure of the Lessee to perform any of the terms and conditions of this lease; 2) any injury or damage happening on or about the demised premises; 3) failure to comply with any and all law and any governmental authority; or, 4) any mechanics lien or security interest filed against the demised premise or material or alteration of said property.

25. MISCELLANEOUS.

- A. This agreement shall be binding on and shall inure to the benefit of the parties hereto, their heirs, executors, and assigns.
- B. Time is of the essence in all provisions of this lease.
- C. The failure of Lessor to insist upon strict performance of any of the covenants, agreements, or obligations of this lease shall not be deemed a waiver of any subsequent breach or default of any of the covenants, agreements, or obligations of this lease.
- D. Authorized representatives of Lessor may have access to the demised premises at all reasonable hours for the purpose of servicing the utilities that are presently situated on the leased premises. The Lessor further reserves the right to add or place additional utilities in the leased premises at any time.
- E. Lessee shall keep the property clear of all nuisances such as weeds, litter, garbage, junk or any other materials that would make said site unsightly and a nuisance to the Lessor.
- F. In the event it becomes necessary for Lessor to file suit for the enforcement of any of the terms herein, the Lessor shall be entitled to collect from the Lessee all attorneys' fees and costs. The parties agree that jurisdiction over any disputes to this agreement shall lie in Natrona County, Wyoming.
- G. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party, except to the extent incorporated in this agreement. All verbal agreements and understandings have been fully set forth herein. No modifications to this agreement may be made unless they are made in writing and signed by both parties.
- H. The undersigned warrant they have authority to execute this agreement on behalf of Lessor and Lessee.
- I. Lessee shall not, in any connection with the premises, discriminate against any person in any manner because of race, color, religion, sex, national origin, or disability.

EXECUTED this day and year first above written at Casper, Wyoming.

APPROVED AS TO FORM

*Walter Snow*

ATTEST:

LESSOR:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS:

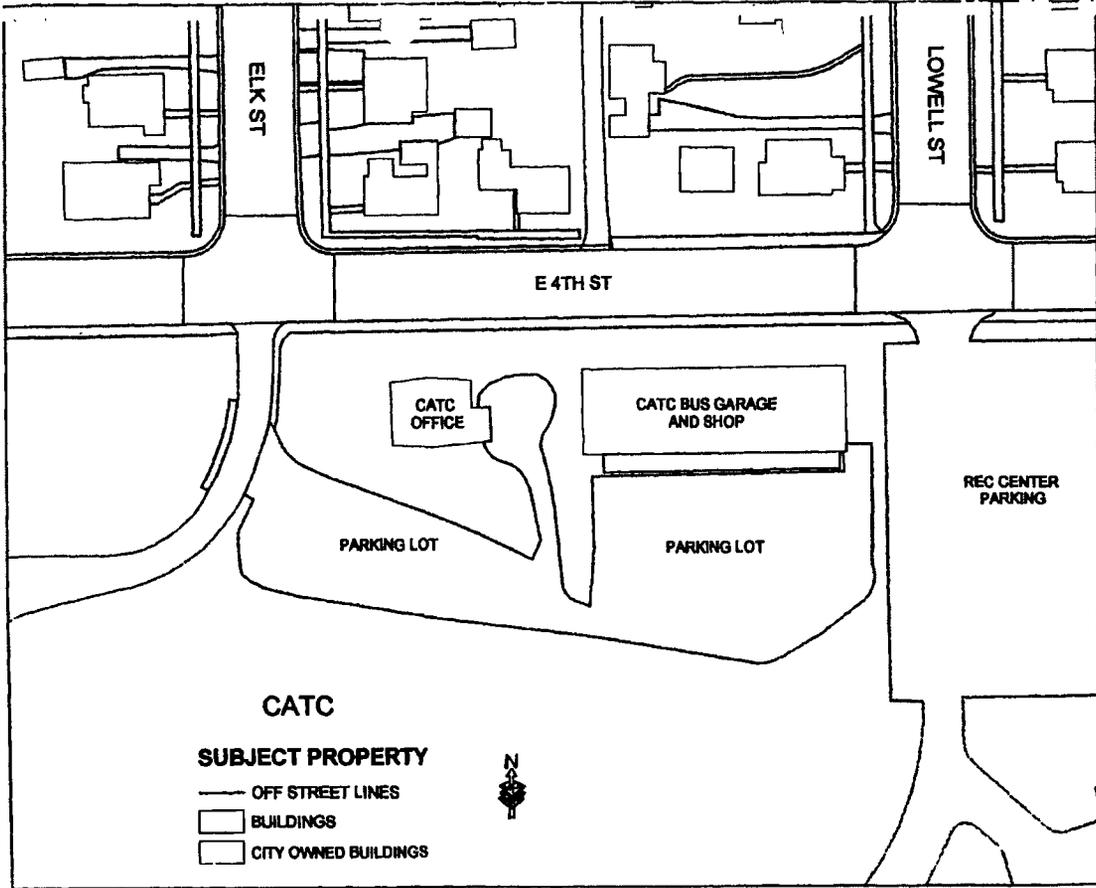
LESSEE:

By: *Marge Cole*

*Louis Grunewald*  
\_\_\_\_\_  
Louis Grunewald, President

Printed Name: MARGE COLE

EXHIBIT A  
PROPERTY MAP



**EXHIBIT B**  
**INSPECTION FORM**



RESOLUTION NO. 17-114

A RESOLUTION AUTHORIZING A LEASE TO CASPER AREA TRANSPORTATION COALITION, INC., (CATC), A WYOMING NON-PROFIT CORPORATION, FOR TWO BUILDINGS, PARKING AREA, AND ADJACENT LAND AT 1715 EAST 4<sup>TH</sup> STREET.

WHEREAS, the City of Casper is the owner of the two buildings, parking area, and adjacent land located at 1715 East 4<sup>th</sup> Street.

WHEREAS, CATC has requested the lease of said property under said terms and conditions as set forth in the lease; and,

WHEREAS, the term of the lease shall be for one (1) year commencing on July 1, 2017, to and including June 30, 2018, for a total rent of Eight Thousand Four Hundred Thirty-Six Dollars (\$8,436), payable in twelve equal monthly installments to the Lessor at 200 North David Street, Casper, Wyoming; and,

WHEREAS, the property shall be used for administrative offices, bus storage, and maintenance, in conjunction with the Lessee's operation of a public transportation system in the Casper Urbanized Area, consisting of Mills, Evansville, Bar Nunn, and parts of Natrona County.

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 with the Casper Area Transportation Coalition, Inc. (CATC), a Wyoming Non-Profit Corporation for two buildings, parking area, and adjacent land, located at 1715 East 4<sup>th</sup> Street, Casper, Wyoming, as more specifically delineated in the lease agreement.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

*Wallis Tremblay*

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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Kenyne Humphrey  
Mayor

May 26, 2017

MEMO TO: Liz Becher, Interim City Manager



FROM: Craig Collins, City Planner, Community Development

SUBJECT: Resolution approving a vacation and replat of the West ½ of Block 75, Except Lot 4, Casper Addition, as ANB Bank Addition

**Meeting Type & Date:** Regular Council Meeting, June 20, 2017.

**Action Type:** Resolution.

**Recommendation:** That Council, by Resolution, approve a vacation and replat of the West ½ of Block 75, Except Lot 4, Casper Addition, as ANB Bank Addition.

**Summary: Background and Analysis** – ANB Bank has applied for a replat of the former Wyoming Optical property, located at the southeast corner of Kimball and East Second Street, to consolidate multiple platted lots into two (2) newly configured lots. The property is zoned C-2 (General Business). The C-2 zoning district does not have any minimum lot size or lot dimension requirements. The property is being replatted in preparation for the construction of a new bank on the property and City staff is in the process of reviewing a site plan. During the review of the replat, it was discovered that the right-of-way for the north/south alley located within Block 75 does not extend completely to connect with East Second Street on the north end. The proposed replat is officially dedicating the necessary right-of-way.

**Previous Council/Commission/Board Actions** - The Planning and Zoning Commission reviewed the proposed vacation and replat at its April 20, 2017 public hearing. There were no public comments either for or against the case. The Planning and Zoning Commission voted to approve the vacation and replat, and to forward a “do-pass” recommendation to the City Council.

**Communication Efforts** – As required by City Code and Wyoming State Statute, a legal notice was published in the Casper Star-Tribune for the Planning and Zoning Commission public hearing.

Public notices were sent to all property owners within three hundred (300) feet of the subject property by First Class Mail, and the property was posted with an informational sign.

**Financial Considerations:** N/A.

**Oversight/Project Responsibility:** Craig Collins, City Planner, is tasked with applying the City's land use regulations.

**Attachments:** Resolution  
Aerial Photo  
Plat  
Subdivision Agreement

# ANB Bank of Casper Replat



**Legend**  
■ Subject Property





**ANB BANK ADDITION  
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the following parties:

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

2. ANB Bank, A Colorado Corporation, 3033 East 1<sup>st</sup> Avenue, Suite 300, Denver, Colorado 80206 (“Owner”).

Throughout this Agreement, City and Owner may be individually referred to as a “party” or collectively referred to as the “parties.”

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat the West ½ of Block 75, Except Lot 4, Casper Addition, to create the ANB Bank Addition.
- C. A plat of ANB Bank Addition (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

Upon written demand of the Council or the City Manager, the Owner, its heirs, successors, grantees or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

## 2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

## 2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

## 2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

#### 2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

#### 2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

#### 2.6 Erosion Control Program:

The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and

sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

#### 2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

#### 2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the

City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

## SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

ANB Bank, A Colorado Corp.  
3033 East 1<sup>st</sup> Avenue  
Suite 300  
Denver, CO 80206

City of Casper  
Attn: Community Development Director  
200 North David  
Casper, WY 82601  
Fax: 307-235-8362

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

- I. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
  
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
  
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS:

OWNER  
ANB BANK, A COLORADO CORP.

By: William M. Cottrell

By: Koger Probst

Printed Name: William M. Cottrell

Printed Name: Koger Probst

Title: Vice President of Direct Real Estate Management Group

Title: President / CEO

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Kenyne Humphrey, as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

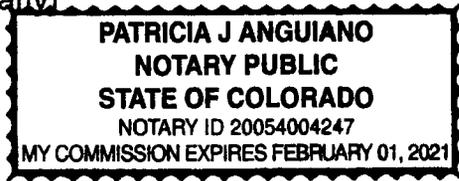
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

This instrument was acknowledged before me on this 11<sup>th</sup> day of May, 2017 by Koger Propst as the Pres / CEO of ANB Bank, A Colorado Corporation.

(Seal, if any)



Patricia J. Anguiano  
(Signature of notarial officer)

Executive Assistant, ANB Bank  
Title (and Rank)

[My Commission Expires: 2-1-21]

RESOLUTION NO. 17-115

A RESOLUTION APPROVING THE VACATION AND REPLAT OF THE WEST ½ OF BLOCK 75, EXCEPT LOT 4, CASPER ADDITION, AS ANB BANK ADDITION; AND THE ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, an application has been made to vacate and replat the West ½ of Block 75, except Lot 4, Casper Addition, as ANB Bank Addition, comprising 0.80-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 vacation and replat as described above.

BE IT FURTHER 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 subdivision agreement between the City and ANB Bank, A Colorado Corporation.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:



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ATTEST:

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Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Kenyne Humphrey  
Mayor

May 26, 2017

MEMO TO: Liz Becher, Interim City Manager 

FROM: Aaron Kloke, Planner I

SUBJECT: Authorizing consent to the sublease of License Agreement between City of Casper and NCWPCS MPL 33 – Year Sites Tower Holdings LLC (an AT&T entity) for a cell tower at 1903 North Poplar Street.

**Meeting Type & Date:**

Regular Council Meeting, June 20, 2017.

**Action Type:**

Resolution.

**Recommendation:** That Council, by resolution, authorize a consent to the sublease of License Agreement for a tract of land located within a portion of the North Platte River Park, generally located at 1903 North Poplar Street.

**Summary: Background and Analysis** – The City entered into a 25-year term License Agreement with Alltel Communications on August 7, 2007, for a tract of land located within a portion of North Platte River Park, City of Casper, Natrona County, Wyoming as shown on the aerial map provided, further described on “Exhibit A” of the License Agreement, and generally located at 1903 North Poplar for the purpose of a cell tower and associated equipment.

Through a succession of ownership from Alltel Communications to AT&T, the tower is now owned by NCWPCS MPL 33 – Year Sites Tower Holdings LLC (an AT&T entity) and is managed by Crown Castle International Corp. On April 26, 2017, the City received correspondence from Crown Castle requesting the City’s consent to sublease ground and tower space to T-Mobile.

**Previous Council/Commission/Board Actions** – On March 17, 2015, Council approved a resolution authorizing a consent agreement for the assignment from Alltel of the described license agreement between the City of Casper and NCWPCS MPL 33 – Year Sites Tower Holdings LLC (an AT&T entity) and to authorize internal transfers of said agreement between AT&T entities.

**Communication Efforts** – NA

**Financial Considerations:** None

**Oversight/Project Responsibility:** Aaron Kloke, Planner I is tasked with managing cell tower lease agreements

**Attachments:** Resolution, Sublease Consent Form, Aerial Vicinity Map, Site Plans



2055 S. Stearman Drive  
Chandler, AZ 85286

Phone: (480) 735-6935  
www.crowncastle.com

April 26, 2017

VIA FedEx  
Tracking number: 779001132800

CITY OF CASPER  
200 N DAVID STREET  
CASPER, WY 82604

Re: BU 858235 / ZOD\_ALLTEL\_WYCA\_EVENT CENTER / 1903 POPLAR STREET CASPER, WY 82601 ("Site")  
License Agreement, dated August 7, 2007, as amended ("Lease")  
Consent for sublease

Dear CITY OF CASPER,

Pursuant to an agreement between NCWPCS MPL 33- Year Sites Tower Holdings LLC ("AT&T") and CCATT LLC ("CCATT"), CCATT subleases and operates the tower site that is subject to the Lease on behalf of AT&T. CCATT is a Crown Castle company. CCATT and its affiliates and subsidiaries own, manage and operate shared wireless communication facilities.

In order to better serve the public and minimize the amount of towers in an area where the Site is located, CCATT plans to sublease to T-Mobile. The sublease will not alter the character or use of the site nor will it change the nature of CCATT's occupancy of the Site as lessee.

AT&T has authorized CCATT to contact you and request consent to sublease to T-Mobile. Pursuant to Paragraph 11 of the Lease, CCATT is required to obtain your consent. Under the Lease, Lessor's consent cannot be unreasonably withheld, conditioned or delayed. Therefore, CCATT respectfully requests your consent to this sublease.

As used in this letter, the term "sublease" may include any arrangement by which a third party can install and operate its equipment on the property subject to the Lease. CCATT will continue to be responsible for performing all of the obligations under the Lease.

Please indicate your consent by executing this letter where indicated below and return one original of same to the address indicated above. A prepaid envelope is included for your convenience.

Thank you for your continued cooperation with AT&T and CCATT. If you have any questions concerning this issue, please contact Daniel Branch at (480) 735-6935 or Daniel.Branch@crowncastle.com.

Sincerely,

Agreed and accepted \_\_\_\_\_  
(Date)

DocuSigned by:

David Branch

~~Daniel Branch~~  
Real Estate Specialist

\_\_\_\_\_  
(Lessor's signature)

APPROVAL AS TO FORM

I have reviewed the attached Sublease Consent Form (title of contract/item) and approve it as to form on behalf of the City of Casper, Wyoming.

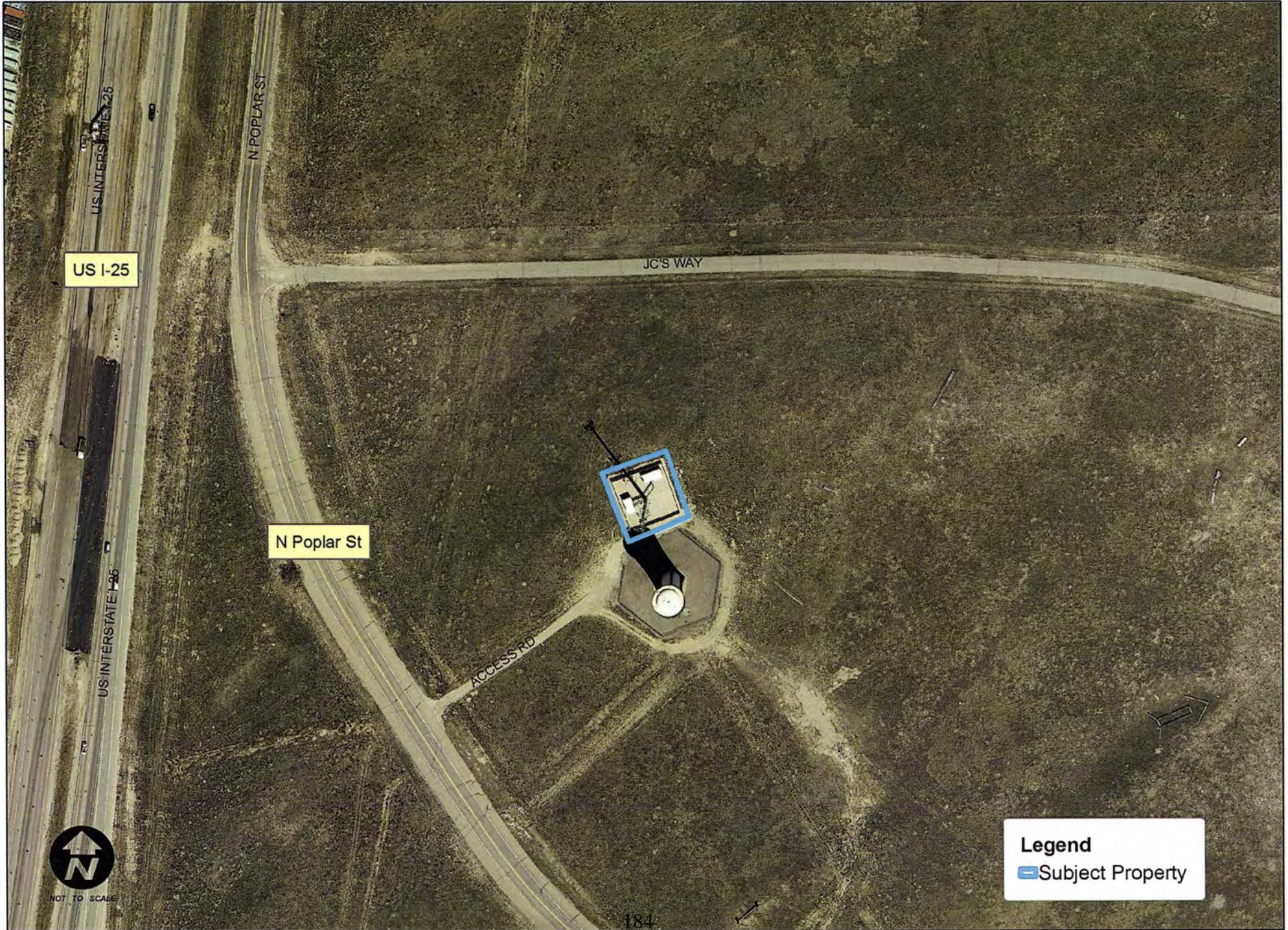
Dated:

Walter J. ...

Name

Title

# 1903 N Poplar St - Cell Tower





190 FT LEVEL  
 REF. DWG. 858235\_A\_190\_I  
 AT&T MOBILITY  
 AT&T MOBILITY AREA TO 190 FT

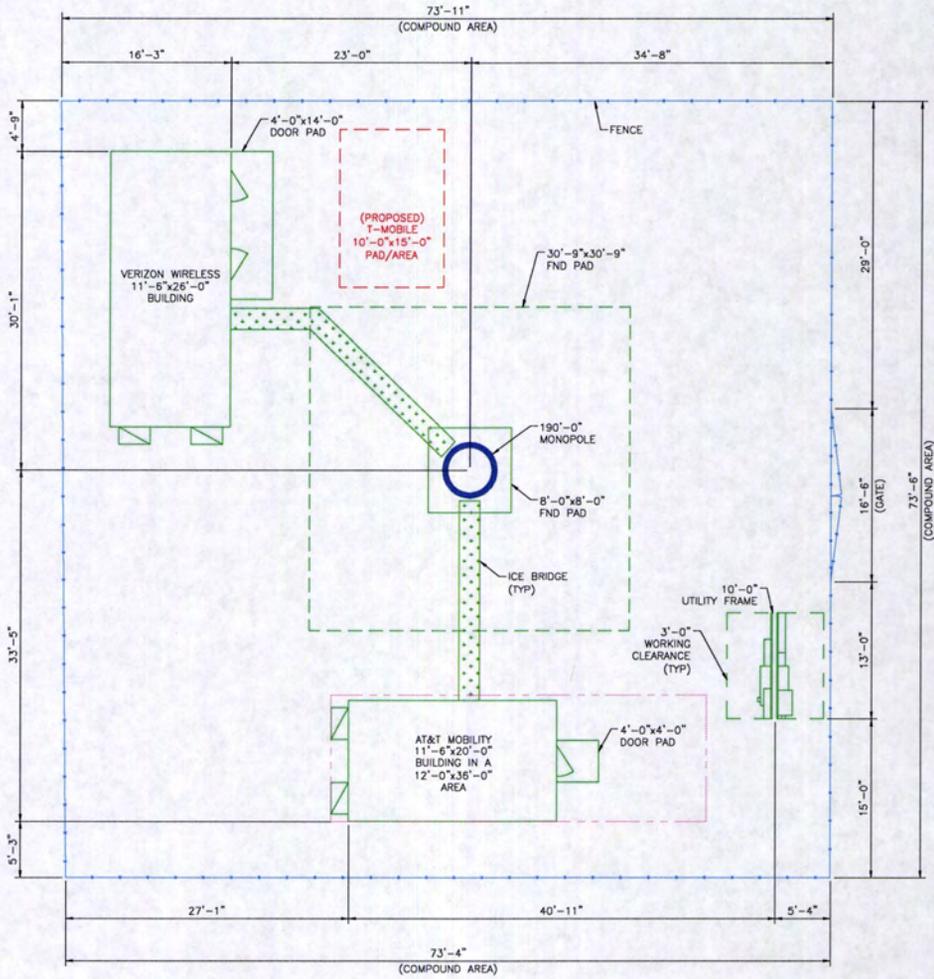
179 FT LEVEL (PROPOSED)  
 REF. DWG. 858235\_A\_179\_P  
 T-MOBILE

100 FT LEVEL  
 REF. DWG. 858235\_A\_100\_I  
 AT&T MOBILITY AREA TO 105 FT  
 AT&T MOBILITY  
 AT&T MOBILITY AREA TO 95 FT

63 FT LEVEL  
 REF. DWG. 858235\_A\_63\_I  
 VERIZON WIRELESS

50 FT LEVEL  
 REF. DWG. 858235\_A\_50\_I  
 AT&T MOBILITY  
 AT&T MOBILITY AREA TO 50 FT

4'-1"  
 190'-0"  
 7"  
 2'-0"  
 3'-0"  
 0'-0"



BUSINESS UNIT: 858235



RESOLUTION NO. 17-116

A RESOLUTION AUTHORIZING CONSENT TO THE SUBLEASE OF LICENSE AGREEMENT BETWEEN THE CITY OF CASPER AND NCWPCS MPL 33 – YEAR SITES TOWER HOLDINGS LLC (AN AT&T ENTITY).

WHEREAS, Alltel Communications and the City of Casper, Wyoming entered into a License Agreement on August 7, 2007, for the purpose of locating/constructing a cell tower and associated equipment on a tract of land located in part of North Platte River Park, City of Casper, located in the SE ¼ of the NE ¼ of Section 32, Township 34 North, Range 79 West of the 6<sup>th</sup> Principal Meridian, Natrona County, Wyoming, consisting of 5,625 square feet, more or less, further described on “Exhibit A” of the License Agreement and generally located at 1903 North Poplar Street. The licensed portion of real property under the License Agreement is hereinafter referred to as the “Licensed Premises”; and,

WHEREAS, On June 22, 2010, AT&T Mobility II, LLC became the successor in interest to the Alltel Communications, Inc. site by Federal Communications Commission ruling; and,

WHEREAS, On October 18, 2013, AT&T Mobility II, LLC (as AT&T Inc.) and Crown Castle International Corp entered into an agreement regarding the management and operation of AT&T’s tower portfolio; and,

WHEREAS, the City received correspondence from Crown Castle International Corp, dated April 26, 2017, (the “Consent for sublease”) requesting the City’s consent to sublease the ground and tower space to T-Mobile; and,

WHEREAS, the City desires to grant its consent to the sublease of the License Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to grant consent to the sublease of the above described License Agreement to T-Mobile by executing the Sublease Consent Form.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Tracey L. Belser  
City Clerk

---

Kenyne Humphrey  
Mayor

May 26, 2017

**MEMO TO:** Liz Becher, Interim City Manager   
**FROM:** Craig Collins, Building/Code Enforcement Manager  
Shelley LeClere, Code Enforcement Supervisor

**SUBJECT:** Authorize Contracts for the Abatement of Weeds and Litter

**Meeting Type & Date:** Regular Council Meeting – June 20, 2017

**Action Type:** Resolution

**Recommendation:** That Council, by resolution, authorize one-year contracts with All Trees LLC and B & B Sales and Service for weed/grass cutting and removal and litter/trash removal within the City of Casper, commencing effective immediately, June 21, 2017, and continuing through April 30, 2018.

**Summary:** On March 5, 2017 and March 12, 2017, the City's Code Enforcement Division publicly advertised Request for Bids for weed/grass cutting and removal and litter/trash removal.

The City received a total of six (6) bids from local contractors for the desired services. On April 18, 2017, the Council approved four (4) recommended bids (i.e., AAA Landscaping, Double J's Mow n Snow, HoleShot Lawn Care Service LLC, and Two Brothers Lawn Service LLC) to serve as contractors for weed/grass cutting and removal and litter/trash removal. Code Enforcement has been notified by Two Brothers Lawn Service that they can no longer fulfill the duties of their contract. Therefore, the City of Casper has sent a formal letter to terminate their Contract for Professional Services, effective June 25, 2017. In order to keep up with the necessary abatement of mowing and cleanup efforts, Code Enforcement is asking for approval of two additional contractors that had previously submitted bids during the open bid process. Due to the fact that Code Enforcement jobs need to be assigned out for abatement and because the above referenced companies have other clients, it is important that the City have several contractors to fall back on. Therefore, staff is recommending that two more bids be awarded for weed/grass cutting and removal and litter/trash removal to the additional two contractors (i.e., All Trees LLC and B & B Sales and Service). Often times, a contractor cannot take a particular job due to commitments they have with other clients at that time. Therefore, we will then assign that job to one of the other contractors that has the available manpower to ensure that the job is completed. In other words, we strive to distribute work to each contractor on a rotating schedule based on their workload, manpower and the deadline for each project. This process has proved effective in ensuring that our job assignments are completed in an efficient and timely manner. Below are the bids from All Trees LLC and B & B Sales and Service for your consideration.

### **All Trees LLC**

1. Individual platted lots or areas of 2,500 square feet or less shall be **\$0.25** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.024** 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 **\$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.

### **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.

Based on the above, staff has determined that two additional (2) contractors (i.e., All Trees LLC and B & B Sales and Service) should be awarded one-year contracts for weed/grass cutting and removal and litter/trash removal within the City of Casper.

**Financial Considerations:** Funding for the abatement of weeds and litter is budgeted from the FY2017/2018 General Fund Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed through GEMS for the services provided. The billing is monitored through the Finance Department and sent to collections as per City policies and procedures.

**Oversight/Project Responsibility:** Community Development Department, Code Enforcement Division – Shelley LeClere, Code Enforcement Supervisor; Kelly Shanley, Permit Technician.

**Attachments:** All Trees LLC Contract for Professional Services  
Resolution for All Trees LLC  
B & B Sales and Service Contract for Professional Services  
Resolution for B & B Sales and Service

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of June 2017 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. All Trees LLC, 2925 CY Avenue, 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 **June 21, 2017**, and terminate on **April 30, 2018**, 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 \$ .025 per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be \$ .024 per square foot.
- C. Lots greater than 5,000 square feet shall be \$ .023 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 an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Wallis Trenchard

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS

CONTRACTOR  
All Trees LLC

By: Kelly Shanley  
Printed Name: Kelly Shanley  
Title: Permit Tech

By: [Signature]  
Printed Name: Humam Scott  
Title: MANAGER

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.**

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement

that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

**RESOLUTION NO. 17-117**

**A RESOLUTION AUTHORIZING A CONTRACT WITH ALL TREES LLC FOR WEED/GRASS CUTTING AND REMOVAL AND LITTER/TRASH REMOVAL**

WHEREAS, the City of Casper desires to contract with All Trees 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,

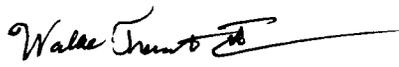
WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 All Trees 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 June 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

May 26, 2017

**MEMO TO:** Liz Becher, Interim City Manager 

**FROM:** Craig Collins, Building/Code Enforcement Manager  
Shelley LeClere, Code Enforcement Supervisor

**SUBJECT:** Authorize Contracts for the Abatement of Weeds and Litter

**Meeting Type & Date:** Regular Council Meeting – June 20, 2017

**Action Type:** Resolution

**Recommendation:** That Council, by resolution, authorize one-year contracts with All Trees LLC and B & B Sales and Service for weed/grass cutting and removal and litter/trash removal within the City of Casper, commencing effective immediately, June 21, 2017, and continuing through April 30, 2018.

**Summary:** On March 5, 2017 and March 12, 2017, the City's Code Enforcement Division publicly advertised Request for Bids for weed/grass cutting and removal and litter/trash removal.

The City received a total of six (6) bids from local contractors for the desired services. On April 18, 2017, the Council approved four (4) recommended bids (i.e., AAA Landscaping, Double J's Mow n Snow, HoleShot Lawn Care Service LLC, and Two Brothers Lawn Service LLC) to serve as contractors for weed/grass cutting and removal and litter/trash removal. Code Enforcement has been notified by Two Brothers Lawn Service that they can no longer fulfill the duties of their contract. Therefore, the City of Casper has sent a formal letter to terminate their Contract for Professional Services, effective June 25, 2017. In order to keep up with the necessary abatement of mowing and cleanup efforts, Code Enforcement is asking for approval of two additional contractors that had previously submitted bids during the open bid process. Due to the fact that Code Enforcement jobs need to be assigned out for abatement and because the above referenced companies have other clients, it is important that the City have several contractors to fall back on. Therefore, staff is recommending that two more bids be awarded for weed/grass cutting and removal and litter/trash removal to the additional two contractors (i.e., All Trees LLC and B & B Sales and Service). Often times, a contractor cannot take a particular job due to commitments they have with other clients at that time. Therefore, we will then assign that job to one of the other contractors that has the available manpower to ensure that the job is completed. In other words, we strive to distribute work to each contractor on a rotating schedule based on their workload, manpower and the deadline for each project. This process has proved effective in ensuring that our job assignments are completed in an efficient and timely manner. Below are the bids from All Trees LLC and B & B Sales and Service for your consideration.

### **All Trees LLC**

1. Individual platted lots or areas of 2,500 square feet or less shall be **\$0.25** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.024** 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 **\$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.

### **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.

Based on the above, staff has determined that two additional (2) contractors (i.e., All Trees LLC and B & B Sales and Service) should be awarded one-year contracts for weed/grass cutting and removal and litter/trash removal within the City of Casper.

**Financial Considerations:** Funding for the abatement of weeds and litter is budgeted from the FY2017/2018 General Fund Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed through GEMS for the services provided. The billing is monitored through the Finance Department and sent to collections as per City policies and procedures.

**Oversight/Project Responsibility:** Community Development Department, Code Enforcement Division – Shelley LeClere, Code Enforcement Supervisor; Kelly Shanley, Permit Technician.

**Attachments:** All Trees LLC Contract for Professional Services  
Resolution for All Trees LLC  
B & B Sales and Service Contract for Professional Services  
Resolution for B & B Sales and Service

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of June 2017 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 **June 21, 2017**, and terminate on **April 30, 2018**, 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 an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Wallace Tremble

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS

CONTRACTOR  
B & B Sales and Service

By: Kelly Shanley

By: Joseph Boster

Printed Name: Kelly Shanley

Printed Name: Joseph Boster

Title: Permit Tech

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 insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement

that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

**RESOLUTION NO. 17-118**

**A RESOLUTION AUTHORIZING A 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 June 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

May 26, 2017

MEMO TO: Liz Becher, Interim City Manager 

FROM: Craig Collins, AICP, City Planner  
Aaron Kloke, Planner I

SUBJECT: County Plat Approval, Opportunity Subdivision

**Meeting Type & Date:**

Regular Council Meeting, June 20, 2017.

**Action Type:**

Resolution.

**Recommendation:** That Council, by resolution, approve a County plat within one (1) mile of the Casper City limits, creating the Opportunity Subdivision.

**Summary:** Application has been made by Tetral Corporation for County plat approval of the proposed Opportunity Subdivision. The proposed subdivision encompasses 34.323 acres, more or less, and is creating fifteen (15) lots. The property is located along Salt Creek Highway and south of US Highway 20-26 Bypass.

Pursuant to W.S. 34-12-103, all plats located within one (1) mile of the boundary of any city or town must be approved by said city or town prior to the filing and recording of the plat with the county clerk. The purpose of the extra-territorial jurisdiction afforded to cities and towns by Wyoming State Statutes is to ensure that development that occurs on the fringes of a community is designed and constructed in a manner that is consistent with the standards and specifications of the municipality.

This subject property is located within the Mills Growth Area Boundary.

**Previous Council/Commission/Board Actions:** None.

**Communication Efforts:** No public notice was necessary.

**Financial Considerations:** There are no financial considerations for the platting of Opportunity Subdivision.

**Oversight/Project Responsibility:** Craig Collins, AICP, City Planner.

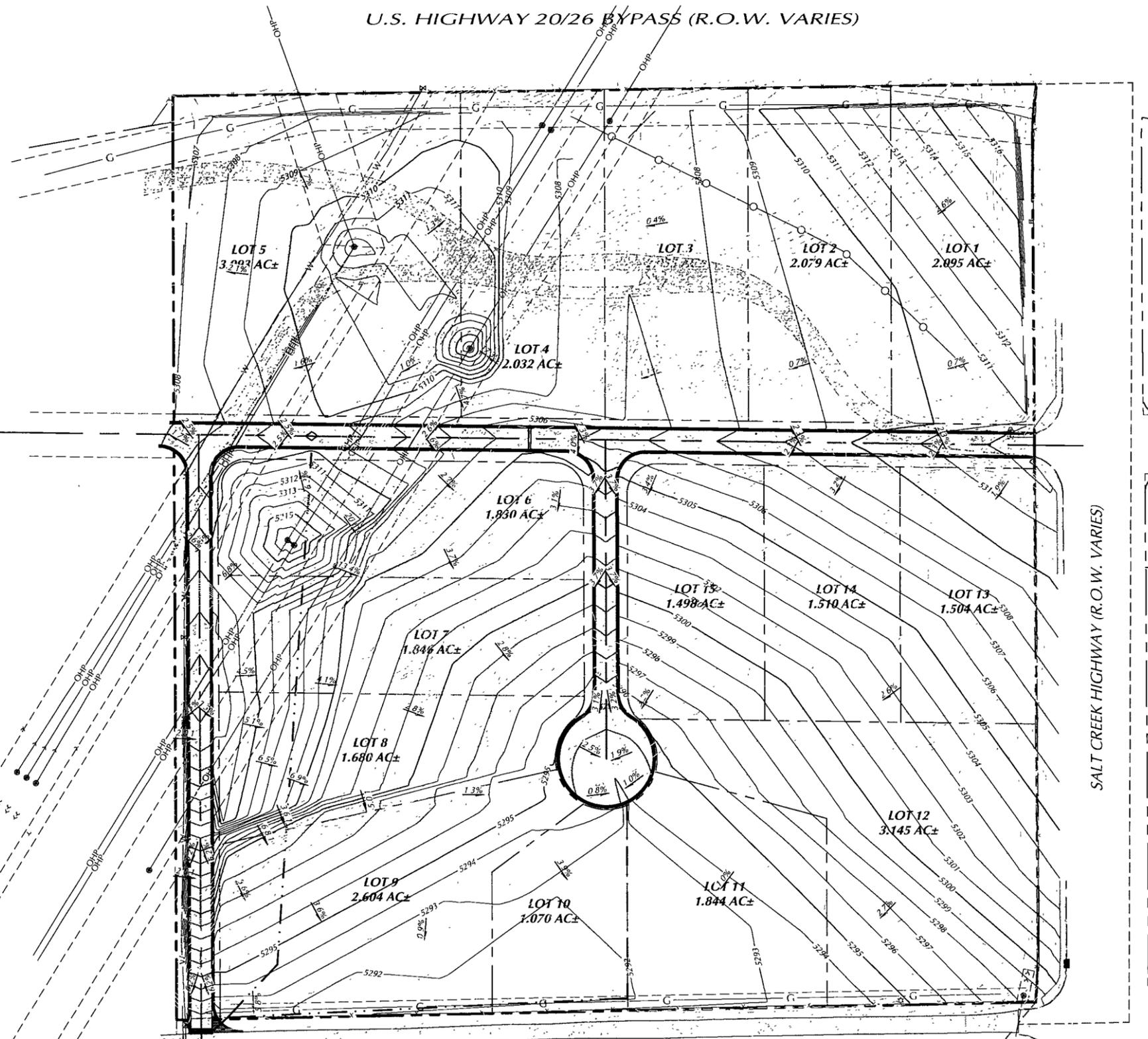
**Attachments:** Resolution  
Map

# Opportunity Subdivision



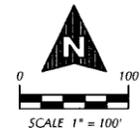
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- SHEET INDEX
- C0.1 OVERALL
  - C0.2 DETAILS
  - C1.1 OPPORTUNITY BLVD SEWER PLAN/PROFILE
  - C1.2 OPPORTUNITY BLVD SEWER PLAN/PROFILE
  - C1.3 OPPORTUNITY BLVD SEWER PLAN/PROFILE
  - C1.4 OPPORTUNITY BLVD WATER PLAN/PROFILE
  - C1.5 OPPORTUNITY BLVD WATER PLAN/PROFILE
  - C2.1 POWERLINE ROAD PLAN/PROFILE
  - C2.2 POWERLINE ROAD PLAN/PROFILE



U.S. HIGHWAY 20/26 BYPASS (R.O.W. VARIES)

SALT CREEK HIGHWAY (R.O.W. VARIES)



Prepared by Siek Surveying Service  
 600 E. 29th St. / Casper, WY 82602  
 PH: (307)266-6829 / FAX: (307)472-4502

OPPORTUNITY SUBDIVISION  
 TETRAL CORPORATION - OVERALL VIEW  
 LOT 2 (NW1/4NE1/4), SEC. 6, T.33N., R.79W., 6th P.M., NATRONA COUNTY, WYOMING

Drawn By:	JLS
Checked By:	DAS
Date:	11/30/2016
Rev. Date:	4/3/2017
Job No.:	29-16
SHEET:	OVERALL C0.1

CERTIFICATE OF DEDICATION  
STATE OF WYOMING )  
COUNTY OF NATRONA )

TETRA CORPORATION OF CASPER, WYOMING HEREBY CERTIFIES THAT THEY ARE THE OWNER AND PROPRIETOR OF THE FOREGOING SUBDIVISION, LOCATED IN A PORTION OF LOT 2 OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 6, THENCE NORTH 89°15'55" EAST A DISTANCE OF 1188.67 FEET ALONG THE NORTHERN LINE OF SAID LOT 2 AND BEING THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 20/26 BYPASS TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SALT CREEK HIGHWAY, SAID POINT BEING A POINT ON A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 82°58'31" EAST A DISTANCE OF 675.00 FEET, THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 7°23'38" AN ARC DISTANCE OF 87.11 FEET AND HAVING A CHORD BEARING OF SOUTH 3°19'40" WEST A DISTANCE OF 87.05 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE, THENCE SOUTH 0°22'09" EAST A DISTANCE OF 1084.56 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT OF CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 89°37'51" WEST A DISTANCE OF 925.00 FEET, THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 5°17'56" AN ARC DISTANCE OF 85.55 FEET AND HAVING A CHORD BEARING OF SOUTH 2°16'49" WEST A DISTANCE OF 85.52 FEET TO A POINT OF INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE OF SALT CREEK HIGHWAY AND THE NORTHERLY RIGHT OF WAY LINE OF M-J-B ROAD, THENCE SOUTH 88°52'44" WEST A DISTANCE OF 1184.75 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT OF INTERSECTION OF SAID NORTHERLY RIGHT OF WAY LINE OF M-J-B ROAD AND THE WESTERLY LINE OF SAID LOT 2, THENCE NORTH 0°07'01" WEST A DISTANCE OF 1229.44 FEET ALONG THE WESTERLY LINE OF SAID LOT 2 TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 20/26 BYPASS, THENCE NORTH 0°07'01" WEST A DISTANCE OF 35.39 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 34.323 ACRES MORE OR LESS.

THE ABOVE OR FOREGOING SUBDIVISION OF HEREIN PORTION OF LOT 2 OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR, CONTAINING 34.323 ACRES MORE OR LESS, HAVE BY THESE PRESENTS LAID OUT, AND SURVEYED AS "OPPORTUNITY SUBDIVISION", AND DO HEREBY DEDICATE AND CONVEY TO AND FOR THE PUBLIC USE FOREVER HEREAFTER THE ROADS AS ARE LAID OUT AND DESIGNATED ON THIS PLAT, AND DO ALSO RESERVE PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND FOR IRRIGATION AND DRAINAGE FACILITIES AS ARE LAID OUT AND DESIGNATED ON THIS PLAT.

WITNESS OUR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

TETRA CORPORATION  
STEVE L. LOFTIN - VICE PRESIDENT  
P O BOX 4600 CASPER, WY 82604

STEVE L. LOFTIN - VICE PRESIDENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY STEVE L. LOFTIN, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

WITNESS MY HAND AND OFFICIAL SEAL MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED, ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

ATTEST \_\_\_\_\_ CITY CLERK \_\_\_\_\_ CITY OF CASPER MAYOR

APPROVED BY THE CITY COUNCIL OF THE TOWN OF MILLS, WYOMING BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED, ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

ATTEST \_\_\_\_\_ TOWN CLERK \_\_\_\_\_ TOWN OF MILLS MAYOR \_\_\_\_\_ TOWN ENGINEER

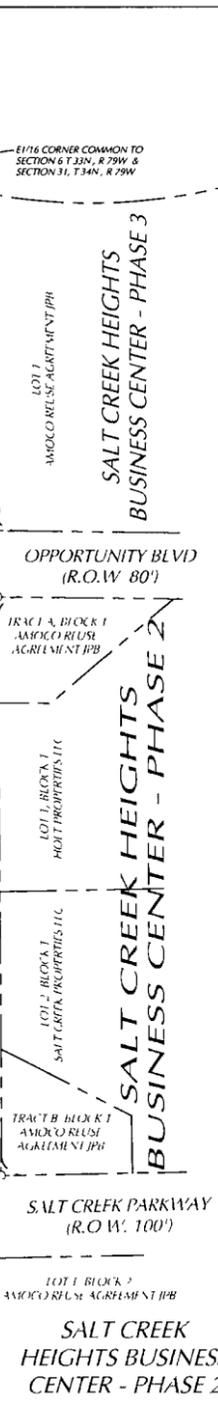
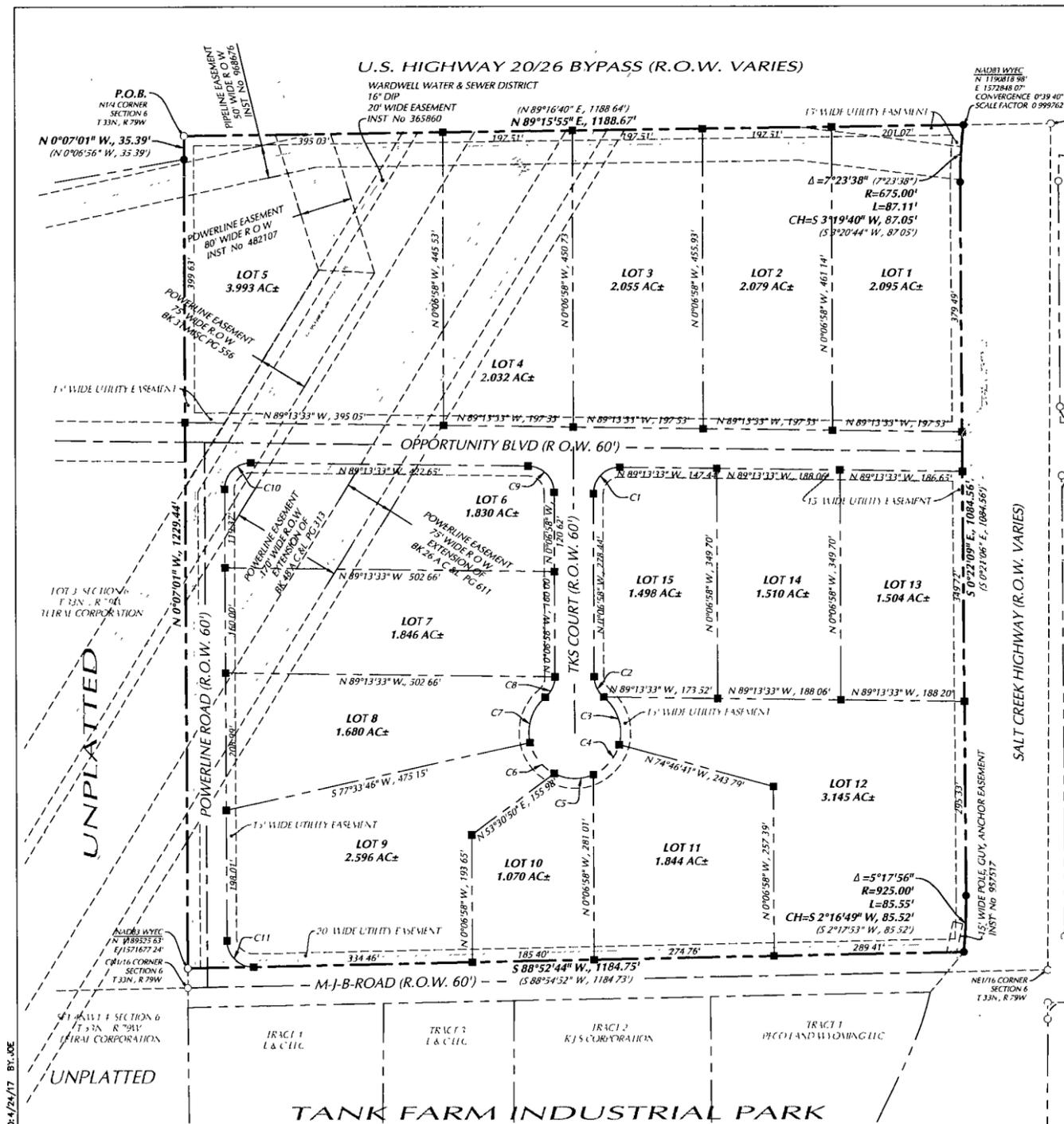
CERTIFICATE OF SURVEYOR  
STATE OF WYOMING )  
COUNTY OF NATRONA )

I, DANIEL A. SIEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 2097, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION DURING OCTOBER, 2016, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DANIEL A. SIEK ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

WITNESS MY HAND AND OFFICIAL SEAL,

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC



CURVE #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	90°53'25"	63.45'	40.00'	S45°19'44"W	57.01'
C2	50°28'44"	35.24'	40.00'	S25°21'20"E	34.11'
C3	65°49'01"	80.41'	70.00'	N17°41'11"W	76.06'
C4	51°10'35"	62.52'	70.00'	N40°48'36"E	60.47'
C5	50°34'56"	61.80'	70.00'	S88°18'38"E	59.81'
C6	50°34'56"	61.80'	70.00'	S37°43'42"E	59.81'
C7	62°48'00"	76.72'	70.00'	S18°57'46"W	72.94'
C8	50°28'44"	35.24'	40.00'	N25°07'24"E	34.11'
C9	89°06'35"	62.21'	40.00'	N44°40'16"W	56.13'
C10	90°53'28"	63.45'	40.00'	S45°19'43"W	57.01'
C11	91°00'14"	63.53'	40.00'	S45°37'08"E	57.06'

NOTES.

- BASIS OF BEARING IS AN ASSUMED BEARING OF NORTH AS DETERMINED BY GPS (WGS84) AT 42°51'46.02608" N AND 106°21'45.82158" W. ELEVATION DATUM IS NAVD 88
- ALL BEARINGS AND DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
- ALL DISTANCES ARE U.S. SURVEY FOOT
- PLAT CLOSURE EXCEED 1 IN 1,223,116
- THIS SUBDIVISION CONTAINS 34.323 ACRES MORE OR LESS
- THIS SUBDIVISION IS SUBJECT TO ALL EASEMENTS OF RECORD AT THE TIME OF PLATTING.



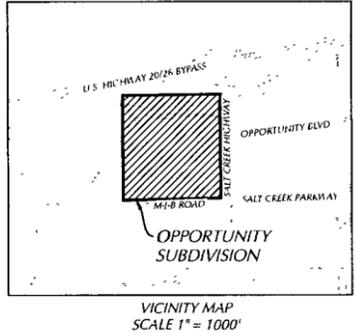
LEGEND	
○	RECOVERED BRASS CAP
●	SET BRASS CAP
○	RECOVERED ALUMINUM CAP
■	SET 50" REBAR WALL/FOUNDATION CAP
—	EX UTILITY POLE
—	EX OVERHEAD POWER
—	EX WATER LINE
—	EX GAS LINE
—	SITE BOUNDARY
—	LOT LINES
—	EASEMENT LINES
—	MEASURED RECORD

PLAT OF  
**OPPORTUNITY SUBDIVISION**  
AN ADDITION TO THE TOWN OF MILLS  
LOCATED IN A PORTION OF LOT 2 OF SECTION 6,  
T. 33 N., R. 79 W., 6th P.M., NATRONA COUNTY, WYOMING

Drawn By: JLS
Checked By: DAS
Date: 4/3/2017
Rev. Date: NONE
Job No.: 29-16
SHEET: SUBDIVISION

Z:\SIEK-SURVEYING\DWG\2016\29-16\OPPLAT\29-16\_PLAT.dwg SAVED: 4/4/17 PRINTED: 4/24/17 BY: JOE

Prepared by Siek Surveying Service  
600 E. 29th St. / Casper, WY 82602  
PH: (307)266-6829 / FAX: (307)472-4502



RESOLUTION NO. 17-119

A RESOLUTION APPROVING A NATRONA COUNTY PLAT,  
"OPPORTUNITY SUBDIVISION"

WHEREAS, application has been made for County subdivision approval of the Opportunity Subdivision plat, comprising 34.323-acres, more or less, and creating fifteen (15) lots; and,

WHEREAS, pursuant to W.S. § 34-12-103, all plats located within one (1) mile of the boundary of any city or town shall be approved by said city or town prior to the filing and recording of the plat with the County Clerk; and,

WHEREAS, the Opportunity Subdivision is located within one (1) mile of the City of Casper, however; said subdivision is located within the Town of Mills future growth boundary; and,

WHEREAS, it is the desire of the Casper City Council to approve the Opportunity Subdivision.

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 and authorizing the Mayor to sign the plat of the Opportunity Subdivision.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

May 18, 2017

**MEMO TO:** Liz Becher, Interim City Manager *LB*

**FROM:** Andrew Beamer, P.E., Public Services Director *AB*  
Bruce Martin, Public Utilities Manager  
Scott R. Baxter, P.E., Associate Engineer

**SUBJECT:** Accepting two (2) 20-foot right-of-way easements from landowners west of Casper in the amount of \$15,666.96, as part of the West Casper Zone II Water System Improvements, Project No. 15-59.

**Meeting Type & Date**

Regular Council Meeting on June 20, 2017.

**Action type**

Resolution.

**Recommendation**

That Council accept two (2) 20-foot right-of-way easements from landowners west of Casper in the amount of \$15,666.96, as part of the West Casper Zone II Water System Improvements, Project No. 15-59.

**Summary**

The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the West Casper Zone II Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining easements and right-of-ways from landowners are nearing completion.

Right-of-way easements are necessary for the installation of a 12-inch water transmission main across land from Wolf Creek Road at 40<sup>th</sup> Street to the pump station at the southeast corner of Coates Road and CY Avenue, approximately 10,370 linear feet. Easement negotiations continue with at least one additional property owner and will be presented to Council at a later date. The table below shows the associated compensations determined from the County assessed land values and approximate acquired land areas.

LANDOWNER	EASEMENT COMPENSATION	ACRES
Michael L. Wergin & Jo Ann Humphrey	\$9,166.96	0.293
Larry Skiles & Laura Skiles	\$6,500.00	0.293
<b>TOTAL</b>	<b>\$15,666.96</b>	

**Financial Considerations**

A grant from the Wyoming Water Development Commission (WWDC) was approved to fund 67% of this project. The remaining 33% will be from Water Fund Reserves allocated to the West Casper Zone II Water System Improvements.

**Oversight/Project Responsibility**

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

**Attachments**

Easements

Resolution

## RIGHT-OF-WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Michael L. Wergin and Jo Ann Humphrey, whose address is 3811 Swingle Acres Road, Casper, Wyoming 82604 (herein referred to as "Grantors"), HEREBY GRANT to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming, 82601 (herein referred to as "Grantee"), a perpetual easement for the construction, maintenance, repair, replacement, and removal of pipes and structures for water lines (herein referred to as "the Facilities") over, across and under the real property located within the County of Natrona, Wyoming and legally described on EXHIBIT "A", and as depicted on EXHIBIT "B" attached hereto and hereinafter referred to as the Easement Property. Grantors also grant the right of access on and along the Easement Property for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Property.

2. After installation of the Facilities, Grantee shall restore all areas disturbed for the purpose of laying out, constructing, inspecting, operating, maintaining, and replacing the water lines located on the Easement Property to pre-existing conditions, or better.

3. Grantors reserve unto themselves such rights in the Easement Property for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Property to such persons and for such purposes as Grantors may elect.

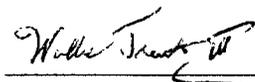
4. Grantee does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and Grantee hereby specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental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

5. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

6. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_



January 31, 2017 (Revised 2/16/17)

City of Casper  
200 N. David St.  
Casper, WY 82601

W.O. No.: 16108



Description: (20' Wide Water Line Easement & 30' Wide Temporary Construction Easement – Michael L. Wergin & Jo Ann Humphrey)

A Parcel and Strip being 20 feet in width located in and being a portion of Tract 50, Swingle Ranch Tracts, being a subdivision of Section 24, Township 33 North, Range 80 West, of the Sixth Principal Meridian, Natrona County, Wyoming, and lying 10 feet perpendicular to each side of the centerline being more particularly described as follows:

Beginning at the most easterly end of the centerline of the Parcel and Strip being described, a point 10 feet northerly and perpendicular to the southerly line of said Tract 50, and a point in the easterly line of said Tract 50, and from which point the southeast corner of said Tract 50, bears S.0°19'35"W., 10.00 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, 10 feet northerly, perpendicular and parallel to the southerly line of said Tract 50, into said Tract 50, N.89°30'27"W., 414.03 feet to a point; thence continuing along said centerline, N.44°11'53"W., 12.87 feet to a point; thence continuing along said centerline, N.82°26'35"W., 210.42 feet to the most westerly end of said centerline and a point in the westerly line of said Tract 50, and Point of Terminus, and from which point the southwest corner of said Tract 50, bears S.0°17'45"W., 45.03 feet, and said Parcel and Strip containing 0.293 acres, more or less, as set forth by the plat attached and made a part hereof.

Together with a 30 foot wide temporary construction easement with the centerline lying 25 feet northerly and perpendicular to the centerline of the above described Parcel and Strip, containing 0.439 acres, more or less.

Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

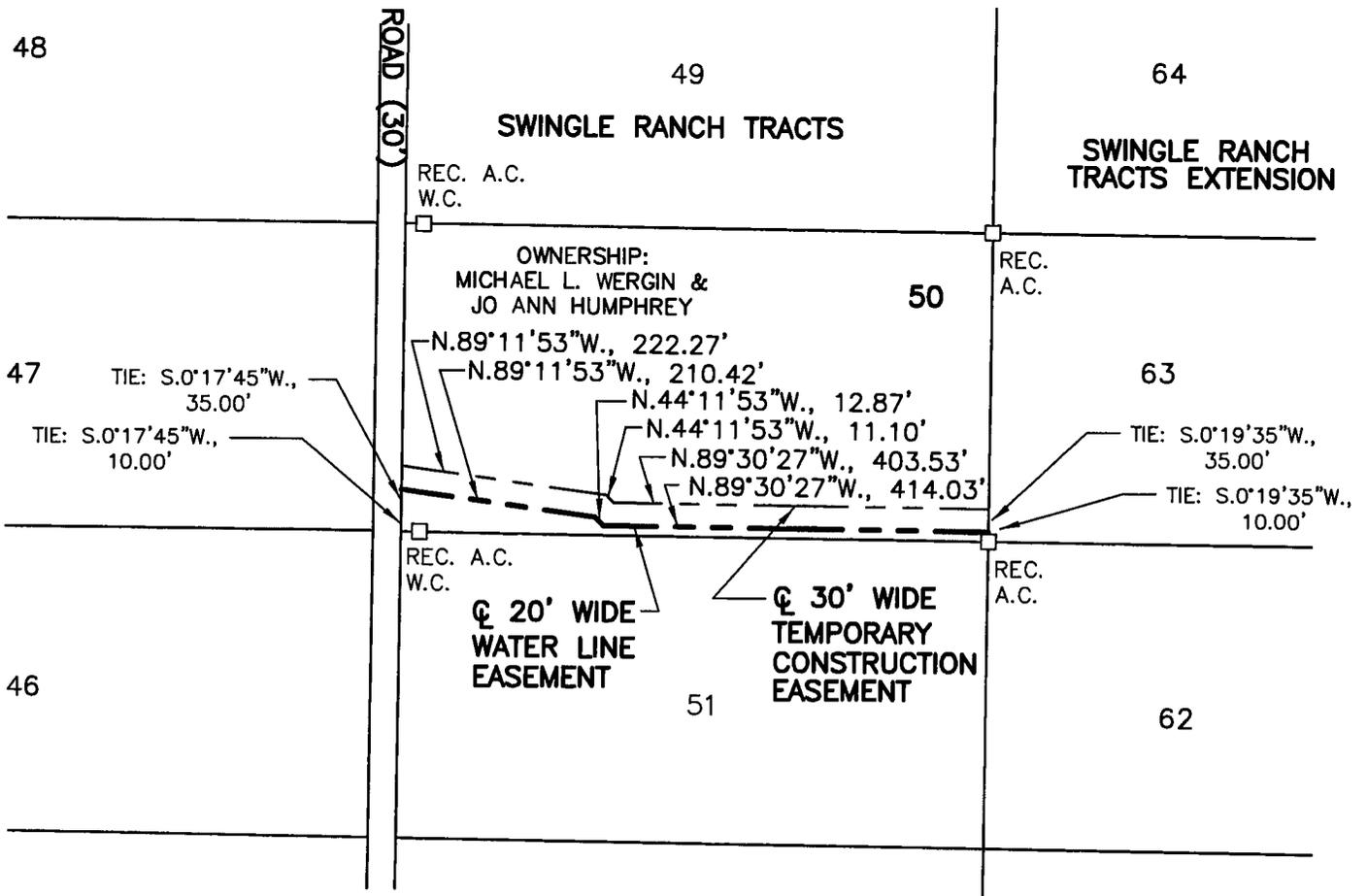
WLC ENGINEERING, SURVEYING AND PLANNING  
200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

Client CITY OF CASPER Address 200 N. DAVID ST.  
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

S1/2 Section 24, T. 33 N., R. 80 W., 6th Principal Meridian, Wyoming  
Lot 50 Block \_\_\_\_\_ Subdivision SWINGLE RANCH TRACTS EXTENSION  
City \_\_\_\_\_ County NATRONA State WYOMING



0 200'  
SCALE 1"=200'

BASIS OF BEARING  
GEODETIC BASED ON GPS

EASEMENT LINE - RT SIDE		WL	CE
20' 30"	☉ TEMPORARY CONSTR. EASEMENT	FOOTAGE 637.32'	636.90'
	☉ WATER LINE EASEMENT	RODDAGE 38.62	38.60
	LOT LINE - LT SIDE	MILEAGE 0.121	0.121
		ACREAGE 0.293	0.439

EASEMENT DETAIL (NTS)



Date: 1/31/17 (Rev. 2/16/17)  
W.O. No. 16108  
Drwn By: SJG  
Acad File: CASPER H2O EASEMENTS WEST

RESOLUTION NO. 17-120

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH MICHAEL L. WERGIN AND JO ANN HUMPHREY FOR THE NEW WATER TRANSMISSION MAIN FOR THE WEST CASPER ZONE 2 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper is constructing approximately 10,370 linear feet of new 12-inch water transmission main from Wolf Creek Road at 40<sup>th</sup> Street to the pump station at the southeast corner of Coates Road and CY Avenue as part of the West Casper Zone 2 Water System Improvements Project; and,

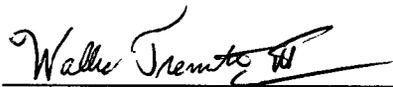
WHEREAS, approval of a right-of-way easement with Michael L. Wergin and Jo Ann Humphrey will allow approximately 637 linear feet of the water transmission main to be constructed; and,

WHEREAS, the right-of-way easement with Michael L. Wergin and Jo Ann Humphrey requires compensation in the amount of Nine Thousand One Hundred Sixty-Six and 96/100 Dollars (\$9,166.96).

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 637-linear foot right-of-way easement with Michael L. Wergin and Jo Ann Humphrey for the West Casper Zone 2 Water System Improvements Project, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

May 18, 2017

**MEMO TO:** Liz Becher, Interim City Manager *LB*

**FROM:** Andrew Beamer, P.E., Public Services Director *AB*  
Bruce Martin, Public Utilities Manager  
Scott R. Baxter, P.E., Associate Engineer

**SUBJECT:** Accepting two (2) 20-foot right-of-way easements from landowners west of Casper in the amount of \$15,666.96, as part of the West Casper Zone II Water System Improvements, Project No. 15-59.

**Meeting Type & Date**

Regular Council Meeting on June 20, 2017.

**Action type**

Resolution.

**Recommendation**

That Council accept two (2) 20-foot right-of-way easements from landowners west of Casper in the amount of \$15,666.96, as part of the West Casper Zone II Water System Improvements, Project No. 15-59.

**Summary**

The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the West Casper Zone II Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining easements and right-of-ways from landowners are nearing completion.

Right-of-way easements are necessary for the installation of a 12-inch water transmission main across land from Wolf Creek Road at 40<sup>th</sup> Street to the pump station at the southeast corner of Coates Road and CY Avenue, approximately 10,370 linear feet. Easement negotiations continue with at least one additional property owner and will be presented to Council at a later date. The table below shows the associated compensations determined from the County assessed land values and approximate acquired land areas.

LANDOWNER	EASEMENT COMPENSATION	ACRES
Michael L. Wergin & Jo Ann Humphrey	\$9,166.96	0.293
Larry Skiles & Laura Skiles	\$6,500.00	0.293
<b>TOTAL</b>	<b>\$15,666.96</b>	

**Financial Considerations**

A grant from the Wyoming Water Development Commission (WWDC) was approved to fund 67% of this project. The remaining 33% will be from Water Fund Reserves allocated to the West Casper Zone II Water System Improvements.

**Oversight/Project Responsibility**

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

**Attachments**

Easements

Resolution

## RIGHT-OF-WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Larry Skiles and Laura Skiles, as joint tenants with right of survivorship, whose address is 3925 Fox, Casper, Wyoming 82604 (herein referred to as "Grantors"), HEREBY GRANT to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming, 82601 (herein referred to as "Grantee"), a perpetual easement for the construction, maintenance, repair, replacement, and removal of pipes and structures for water lines (herein referred to as "the Facilities") over, across and under the real property located within the County of Natrona, Wyoming and legally described on EXHIBIT "A", and as depicted on EXHIBIT "B" attached hereto and hereinafter referred to as the Easement Property. Grantors also grant the right of access on and along the Easement Property for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Property.

2. After installation of the Facilities, Grantee shall restore all areas disturbed for the purpose of laying out, constructing, inspecting, operating, maintaining, and replacing the water lines located on the Easement Property to pre-existing conditions, or better.

3. Grantors reserve unto themselves such rights in the Easement Property for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Property to such persons and for such purposes as Grantors may elect.

4. Grantee 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 Grantee hereby specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

5. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

6. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_





CASPER  
200 PRONGHORN  
CASPER, WY 82601  
P: 307-266-2524

January 31, 2017

City of Casper  
200 N. David St.  
Casper, WY 82601

W.O. No.: 16108



Description: (20' Wide Water Line Easement & 30' Wide Temporary Construction Easement – Larry & Laura Skiles)

A Parcel and Strip being 20 feet in width located in and being a portion of Tract 63, Swingle Ranch Tracts Extension, being a subdivision of Section 24, Township 33 North, Range 80 West, of the Sixth Principal Meridian, Natrona County, Wyoming, and lying 10 feet perpendicular to each side of the centerline being more particularly described as follows:

Beginning at the most easterly end of the centerline of the Parcel and Strip being described, a point 10 feet northerly and perpendicular to the southerly line of said Tract 63, a point in the easterly line of a certain parcel of land as recorded in Instrument No. 970036, Natrona County records, and a point in the westerly right of way line of Wolf Creek Road, and from which point the southeast corner of said certain parcel of land as recorded in Instrument No. 970036, bears S.0°04'43"E., 10.00 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, 10 feet northerly, perpendicular and parallel to the southerly line of said Tract 63, across said Tract 63, N.89°31'12"W., 637.60 feet to the most westerly end of said centerline and a point in the westerly line of said Tract 63, and Point of Terminus, and from which point the southwest corner of said Tract 63, bears S.0°19'35"W., 10.00 feet, and said Parcel and Strip containing 0.293 acres, more or less, as set forth by the plat attached and made a part hereof.

Together with a 30 foot wide temporary construction easement with the centerline lying 25 feet northerly and perpendicular to the centerline of the above described Parcel and Strip, containing 0.439 acres, more or less.

Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

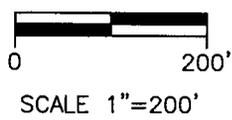
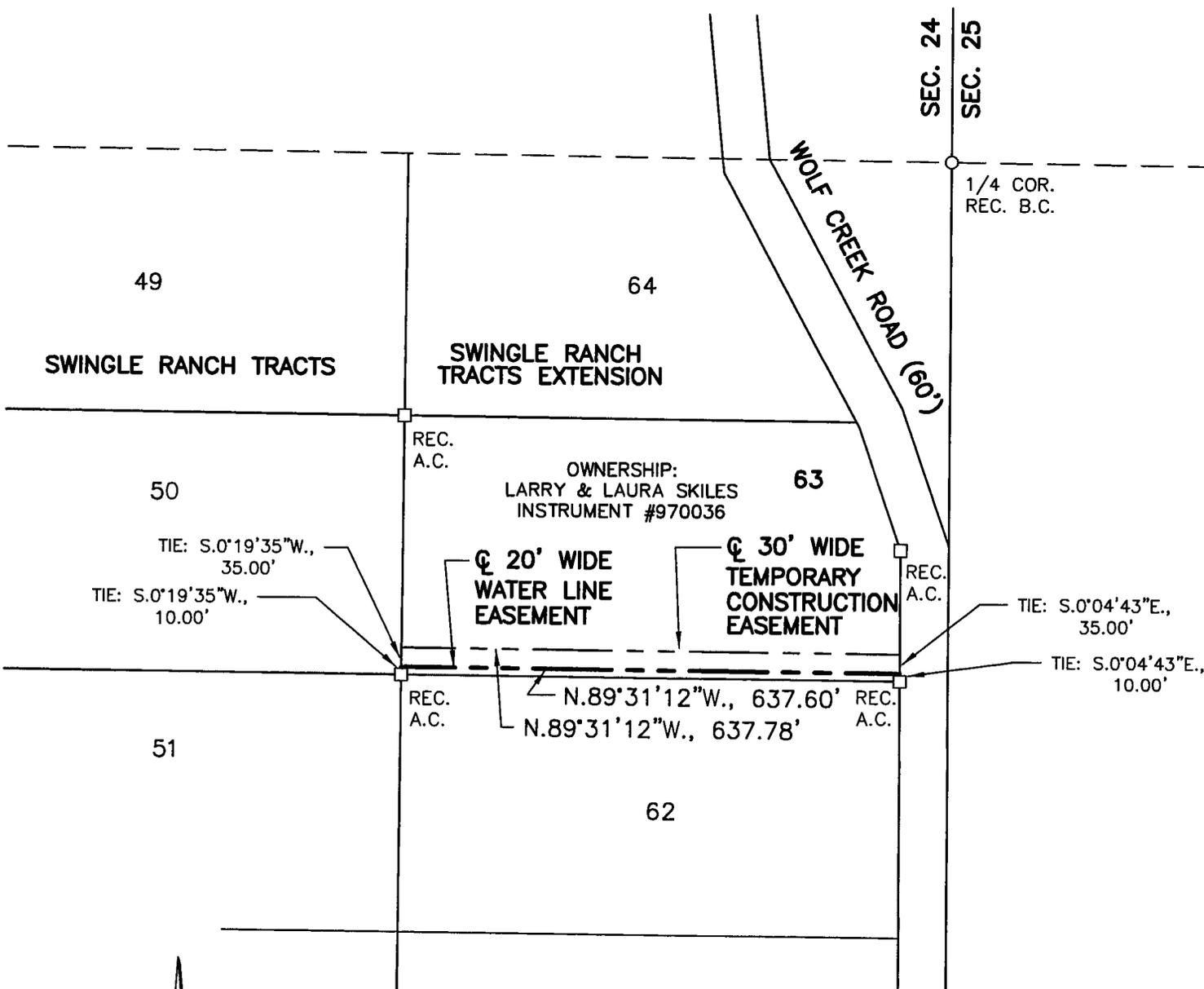
# WLC ENGINEERING, SURVEYING AND PLANNING 200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

Client CITY OF CASPER Address 200 N. DAVID ST.  
City CASPER State WYOMING Zip 82601

## PROPERTY LOCATION PLAT

S1/2 Section 24, T. 33 N., R. 80 W., 6th Principal Meridian, Wyoming  
Lot 62 Block \_\_\_\_\_ Subdivision SWINGLE RANCH TRACTS EXTENSION  
City \_\_\_\_\_ County NATRONA State WYOMING



BASIS OF BEARING  
GEODETIC BASED ON GPS

EASEMENT LINE - RT SIDE	
20' 30'	☉ TEMPORARY CONSTR. EASEMENT
	☉ WATER LINE EASEMENT
10' 25' 15"	LOT LINE - LT SIDE

	WL	CE
FOOTAGE	637.60'	637.78'
RODDAGE	38.64	38.65
MILEAGE	0.121	0.121
ACREAGE	0.293	0.439

EASEMENT DETAIL (NTS)



Date: 1/31/17  
W.O. No. 16108  
Drwn By: SJG  
Acad File: CASPER H2O EASEMENTS WEST

RESOLUTION NO. 17-121

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH LARRY SKILES AND LAURA SKILES FOR THE NEW WATER TRANSMISSION MAIN FOR THE WEST CASPER ZONE 2 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper is constructing approximately 10,370 linear feet of new 12-inch water transmission main from Wolf Creek Road at 40<sup>th</sup> Street to the pump station at the southeast corner of Coates Road and CY Avenue as part of the West Casper Zone 2 Water System Improvements Project; and,

WHEREAS, approval of a right-of-way easement with Larry Skiles and Laura Skiles, as joint tenants with right of survivorship, will allow approximately 638 linear feet of the water transmission main to be constructed; and,

WHEREAS, the right-of-way easement with Larry Skiles and Laura Skiles, as joint tenants with right of survivorship, requires compensation in the amount of Six Thousand Five Hundred and 00/100 Dollars (\$6,500.00).

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 638-linear foot right-of-way easement with Larry Skiles and Laura Skiles, as joint tenants with right of survivorship, for the West Casper Zone 2 Water System Improvements Project, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

May 17, 2017

**MEMO TO:** Liz Becher, Interim City Manager *lb*

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

**SUBJECT:** Authorizing an Agreement with Hedquist Construction, Inc., in the Amount of \$304,715.00, for the Robertson Road South Pathway

**Meeting Type & Date**

Regular Council Meeting

June 20, 2017

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize an agreement with Hedquist Construction, Inc., for the Robertson Road South Pathway, Project No. 15-41, in the amount of \$289,715.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$15,000.00, for a total project amount of \$304,715.00.

**Summary**

On Wednesday, May 17, 2017, five (5) bids were received for the Robertson Road South Pathway, Project No. 15-41. The bids received for this work are as follows:

<b><u>CONTRACTOR</u></b>	<b><u>BUSINESS LOCATION</u></b>	<b><u>BID AMOUNT</u></b>
Hedquist Construction	Mills, Wyoming	\$289,715.00
Andreen Hunt Construction	Mills, Wyoming	\$321,810.00
Knife River	Casper, Wyoming	\$327,257.35
71 Construction	Casper, Wyoming	\$356,383.00
Grizzly Excavating & Const.	Casper, Wyoming	\$371,800.00

The City of Casper was awarded a Transportation Alternative Program (TAP) grant from the Wyoming Department of Transportation (WYDOT) for the Robertson Road South Pathway. The TAP grant requires a local funding match of 20% of the project cost, and TAP funds will account for the remaining 80% of the project costs. The project includes constructing a new pathway extension along the west side of Robertson Road from the bridge over the North Platte River to the Green Valley Mobile Home Subdivision. This project will provide a safe route for students and families attending Oregon Trail Elementary School and the residents of several subdivisions along Robertson Road, as well as enhance the trail network in the City of Casper. Work is scheduled to be completed by October 20, 2017. The estimate prepared by the City's consultant was \$425,151.00.

Due to federal regulations associated with the TAP grant, the provisions of Wyoming State Statute § 16-6-102 through 16-6-107 – Preference for Wyoming labor and materials do not apply to this contract. The contract shall be awarded to the qualified bidder making the lowest responsive bid that complies with all requirements. A notice was published in the local newspaper once a week for three consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

**Financial Considerations**

The total contract amount of \$304,715.00 is from Budgeted Current Revenue of Transportation Alternatives Program Grant Fund, and One Cent #15 Optional Sales Tax Fund.

**Oversight/Project Responsibility**

Terry Cottenoir, Engineering Technician, Public Services

**Attachments**

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Hedquist Construction, Inc., P.O. Box 1870, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to construct a new pathway extension along the west side of Robertson Road from the bridge over the North Platte River to the Green Valley Mobile Home Subdivision; and,

WHEREAS, Hedquist Construction, Inc., is able and willing to provide those services specified as the Robertson Road South Pathway, Project No. 15-41.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Robertson Road South Pathway, Project No. 15-41, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by WWC Engineering, 5810 East 2<sup>nd</sup> Street, Suite 200, Casper, Wyoming 82609, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **October 20, 2017** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **October 27, 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 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 Three Hundred Dollars (\$300.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for

final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Eighty-Nine Thousand Seven Hundred Fifteen Dollars (\$289,715.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and the Itemized Bid Schedule (pages BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25<sup>th</sup> day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five

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

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

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

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract

Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form dated May 10, 2017 (Pages BF-1 to BF-4, inclusive).
- 8.4 Itemized Bid Schedule dated May 15, 2017 (Page BS-1 to BS-2, inclusive).
- 8.5 Addenda No. (1, 2).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Miscellaneous Certifications and Clauses (Pages 1 to 18, inclusive).
- 8.8 Identification of Title VI/EEO Coordinator (Page 1, inclusive).
- 8.9 The United States Department of Transportation Standard Title VI Assurances/Non-Discrimination Provisions DOT Order No. 1050.2A (Pages 1 to 8, inclusive).
- 8.10 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.11 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.12 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.13 FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts (Pages 1 to 12, inclusive).
- 8.14 Supplementary FHWA Required Contract Provisions (Pages 1 to 2, inclusive).

- 8.15 WYDOT Federal Wage Determination Decision (Pages 1 to 3, inclusive).
- 8.16 Specific Equal Employment Opportunity Responsibilities (Pages 1 to 5, inclusive).
- 8.17 Division 01 - General Requirements, consisting of eight (8) sections.
- 8.18 Division 02 – Sitework, consisting of one (1) section.
- 8.19 Notice of Award.
- 8.20 Notice to Proceed.
- 8.21 Minutes of the Pre-Bid Conference, if any.
- 8.22 Contract Drawings consisting of nineteen (19) drawing sheets, with each sheet bearing the following general title:

**Robertson Road South Pathway**

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

**ARTICLE 9. GOVERNMENTAL CLAIMS ACT**

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

*(This space intentionally left blank)*

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

Wallace Tremblay

CONTRACTOR:

Hedquist Construction, Inc.

WITNESS:

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

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

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Tracey L. Belser  
Title: City Clerk

Kenyne Humphrey  
Title: Mayor



bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

4. 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: \$ 289,715<sup>00</sup>

TOTAL BASE BID, IN WORDS: TWO HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED FIFTEEN AND ZERO/100 DOLLARS.

5. Bidder agrees that the work for the City will be as provided above.
6. 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.
7. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Itemized Bid Schedule.
  - C. Miscellaneous Certifications and Clauses.
  - D. Title VI/EEO Requirements
8. Communications concerning this Bid shall be addressed to:

Address of Bidder: HEDQUIST CONSTRUCTION INC  
PO Box 1870  
MILLS WY 82644

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

Submitted on May 17, 2017.



A CORPORATION OR LIMITED LIABILITY COMPANY

By: HEDQUIST CONSTRUCTION INC (seal)  
(Corporation's or Limited Liability Company's Name)

WYOMING  
(State of Incorporation or Organization)

By: COLT HEDQUIST (seal)  
(Name) [Signature] (Signature)

VICE PRESIDENT  
(Title)

(Seal)

Attest: Shawna Halasz  
SHAUNA HALASZ

Business Address: HEDQUIST CONSTRUCTION INC  
PO Box 1870  
MILLS WY 82644

Phone Number: 307 237-8543

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name) (Signature)

\_\_\_\_\_  
(Address)

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

By: \_\_\_\_\_ (seal)  
(Name) (Signature)

\_\_\_\_\_  
(Address)

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

(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  
 ROBERTSON ROAD SOUTH PATHWAY  
 PROJECT NO. 15-41  
 MAY 17, 2017

Bid Schedule: ROBERTSON ROAD SOUTH PATHWAY  
 REVISED: May 15, 2017

FT = LINEAL FOOT      SY = SQUARE YARD      CY = CUBIC YARD      EA = EACH      LS = LUMP SUM

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilization and Bonds for <u>TEN THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	10,000 <sup>00</sup> -	10,000 <sup>00</sup> -
2	1	LS	Removal of Obstructions for <u>FIFTEEN THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	15,000 <sup>00</sup> -	15,000 <sup>00</sup> -
3	1	LS	Traffic Control for <u>TWENTY-FIVE THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	25,000 <sup>00</sup> -	25,000 <sup>00</sup> -
4	950	CY	Unclassified Excavation for <u>FIFTEEN</u> Dollar(s) and <u>ZERO</u> Cent(s) per cubic yard.	15 <sup>00</sup> -	14,250 <sup>00</sup> -
5	4,000	SY	F&I 6" Concrete Pathway and 4" Grading "W" Base Course for <u>THIRTY-SIX</u> Dollar(s) and <u>ZERO</u> Cent(s) square yard.	36 <sup>00</sup> -	144,000 <sup>00</sup> -
6	1300	FT	F&I Curb and Gutter Type B & Base Course for <u>TWENTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	20 <sup>00</sup> -	26,000 <sup>00</sup> -
7	20	SY	F&I Concrete Approach for <u>SEVENTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	75 <sup>00</sup> -	1500 <sup>00</sup> -
8	15	SY	F&I Concrete Sidewalk and Base Course for <u>FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	50 <sup>00</sup> -	750 <sup>00</sup> -

Bid Schedule (CONT'): ROBERTSON ROAD SOUTH PATHWAY

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
9	85	SY	F&I Concrete Curbwalk and Base Course for FIFTY _____ Dollar(s) and ZERO _____ Cent(s) per square yard.	50 <sup>00</sup>	4250 <sup>00</sup>
10	230	SY	F&I 4" Hot Plant Mix and 8" Grading "W" Base Course for Twenty _____ Dollar(s) and ZERO _____ Cent(s) per square yard.	30 <sup>00</sup>	6900 <sup>00</sup>
11	10	EA	Utility Adjustments for Four Hundred Fifty _____ Dollar(s) and ZERO _____ Cent(s) per each.	450 <sup>00</sup>	4500 <sup>00</sup>
12	5	EA	R&R Sign for <del>THREE HUNDRED FIFTY</del> _____ Dollar(s) and ZERO _____ Cent(s) per each.	350 <sup>00</sup>	1750 <sup>00</sup>
13	267	FT	F&I Fencing Industrial 72" for Forty-Five _____ Dollar(s) and ZERO _____ Cent(s) per lineal foot.	45 <sup>00</sup>	12,015 <sup>00</sup>
14	2	EA	F&I Catch Basin for SEVEN THOUSAND _____ Dollar(s) and ZERO _____ Cent(s) per each.	7000 <sup>00</sup>	14,000 <sup>00</sup>
15	70	FT	F&I 15" PVC Pipe for Forty _____ Dollar(s) and ZERO _____ Cent(s) per lineal foot.	40 <sup>00</sup>	2800 <sup>00</sup>
16	1	LS	F&I Seeding and Mulching for Forty-Five Hundred _____ Dollar(s) and ZERO _____ Cent(s) per lump sum.	4500 <sup>00</sup>	4500 <sup>00</sup>
17	1	LS	Erosion and Sedimentation Control for Twenty-Five Hundred _____ Dollar(s) and ZERO _____ Cent(s) per lump sum.	2500 <sup>00</sup>	2500 <sup>00</sup>
TOTAL BID (Addition of Totals from Items 1-17)				\$ 289,715 <sup>00</sup>	

**ADDENDUM NO. 1**

to the

BIDDING AND CONTRACT DOCUMENTS

for the

ROBERTSON ROAD SOUTH PATHWAY  
PROJECT NO. 15-41

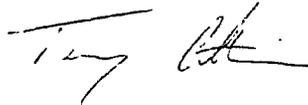
by

CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE: May 10, 2017

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

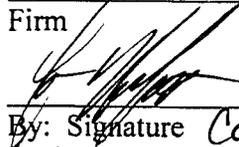
APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

HEDQUIST CONSTRUCTION INC  
Firm



By: Signature Coert Hedquist

VICE PRESIDENT  
Title

5/10/17  
Date Received

**ADDENDUM NO. 2**

to the

BIDDING AND CONTRACT DOCUMENTS

for the

ROBERTSON ROAD SOUTH PATHWAY  
PROJECT NO. 15-41

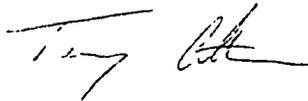
by

CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE: May 15, 2017

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

APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

HEDQUIST CONSTRUCTION INC  
Firm

  
By: Signature CURT HEDQUIST

VICE PRESIDENT  
Title

5/15/17  
Date Received

## MISCELLANEOUS CERTIFICATIONS AND CLAUSES

Miscellaneous Certifications and Clauses to be Completed and Signed by Bidder

### Participation

The contractor is responsible for completion of the project as specified; no subcontract releases the contractor from the contract obligations. The contractor must perform work equaling at least 30 percent of the value of the original contract amount using his or her own organization. In computing the contractor's required participation, the department will exclude the value of designated "specialty items" from the contract amount and the subcontracted amount.

### WAGE COMPLIANCE REQUIREMENTS

Wyoming State Statute 16-6-110. Work hours on public works; eight hour day, forty hour week limitation; overtime; exceptions.

(a) No person shall require laborers, workmen or mechanics to work more than eight (8) hours in any one (1) calendar day or forty (40) hours in any one (1) week upon any public works of the state or any of its political subdivisions except as hereafter authorized. An employee may agree to work more than eight (8) hours per day or more than forty (40) hours in any week provided the employee shall be paid at the rate of one and one-half (1½) times the regularly established hourly rate for all work in excess of forty (40) hours in any one (1) week.

WYOMING STATE STATUTE REQUIRES PAYMENT OF OVERTIME ON HOURS IN EXCESS OF FORTY (40) HOURS IN ANY ONE (1) WEEK.

For Pit Sources, Borrow Sources, or any other sources in which roadway material is either crushed, quarried, stripped or borrowed for use in construction of a roadway, the following will apply:

(a) If the contract stipulates a state available source and the Contractor uses this source, Davis-Bacon Regulations apply.

(b) If the contract stipulates a contractor furnished source, or a contractor furnished source is utilized in lieu of a state available source, and the contractor furnished source is solely produced for this contract and the material is not available to the general public, Davis-Bacon Regulations apply.

Federal Project No. CD16205

(c) If the Contractor elects to use a commercial source, or, when a commercial source is utilized in lieu of a state available source or contractor furnished source, Davis-Bacon Regulations do not apply.

### **Traffic Control**

Traffic control shall be mainlined as an ongoing process throughout the duration of the work.

Contractor shall make all the necessary provisions for the maintenance of public traffic and shall conduct his operations so as to offer the least possible obstruction and inconvenience to public traffic. Traffic control devices and operations dealing with public traffic and roadways shall be in accordance with applicable Wyoming laws, the Manual on Uniform Traffic Control Devices for Streets and Highway, WYDOT Manual on Traffic Control for Roadway Work Operation, and in accordance with the regulations of the City of Casper.

### **ACCEPTANCE OF CONTRACT WORK MATERIALS CERTIFICATION**

LPA will make payments at least once each month. Additional payments may be made if the work total exceeds \$5,000 and a request is made by the contractor. Payments will be based on the engineer's estimates of the value of work performed and materials complete-in-place, in accordance with the contract, and for materials delivered, in accordance with Payment for Material on Hand below. The contractor may choose cut-off dates of the 1st, 10th, or 20th of the month for the progress payments.

#### **Payment for Material on Hand**

LPA may pay for materials stockpiled or stored for later use on the project and for which the contractor provides acceptable documentation indicating the material meets contract requirements. Stockpiled or stored materials may be located on the project or at acceptable, bonded facilities elsewhere, which the department reserves the right to inspect. LPA will not make such payment without a written request received at least 10 calendar days before the date of the next scheduled progress payment and may not pay more than 65 percent of the item's original bid extension. Include with the written request the following information as appropriate:

1. Purchased Materials. Support material and shipping costs by invoices, freight bills, or other information required by the engineer. The engineer may exceed the 65 percent limit if adequate documentation can be provided.
2. Stockpiled Aggregate. Submit a production statement supporting the crushing and transport costs, if applicable.

Federal Project No. CD16205

Payment for stockpiled or stored materials does not constitute acceptance, and the department may later reject materials for which it has made such payment.

Initial source documents pertaining to the determination of pay quantities are among those records and documents which must be retained pursuant to 49 CFR part 18.

### **BIDDER PREFERENCE**

The provisions of Wyo. Stat. § 16-6-102 through 16-6-107 – Preference for Wyoming labor and materials DO NOT apply to this contract. The contract shall be awarded to the qualified bidder making the lowest responsive bid that complies with all requirements.

### **COMPETITIVE BIDDING**

The undersigned Bidder certifies that it and all of its contracted subcontractors are private contractors and are NOT public agencies.

The person, or persons, signing this proposal on behalf of the Bidder certify that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of said Proposal.

This certification of free competitive bidding is made subject to the penalty of perjury in accordance with the laws of the U.S. Government and the State of Wyoming.

### **LABOR, MATERIALS AND EQUIPMENT**

CONTRACTOR shall provide competent, suitably qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the Site.

CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuels, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the WORK.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Federal Project No. CD16205

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Contractor on site: The contractor shall provide a project superintendent on-site at all times during construction activities. The superintendent shall be responsible for, but not limited to the following tasks:

1. Must be knowledgeable and familiar with plans, specs, addendums, and shop drawings.
2. Must review and approve shop drawings with signature.
3. Manage and oversee the construction activities of all sub-contractors.
4. Review and approve shop drawings of sub-contractors.
5. Review stakeout data, survey stakes and verify against the design plans prior to, and during, and during, associated construction activity.
6. Obtain approval from the owner/engineer prior to beginning any force account efforts.
7. Provide an accurate weekly construction schedule.
8. Available during non-working hours for emergencies and stormwater management erosion control.

## **JOB SITE POSTERS**

A bulletin board at the job site must display the required posters. For a project with no specific "site" at a minimum, the foreman must have a notebook that includes all the required postings.

A list of the required posters is available at:

[http://www.dot.state.wy.us/home/business\\_with\\_wydot/civil\\_rights.default.html](http://www.dot.state.wy.us/home/business_with_wydot/civil_rights.default.html)

## **MATERIALS AND BUY AMERICA CERTIFICATION**

### **Requirements for Steel and Iron**

This contract requires the use of domestic iron and steel in the permanent components of a project. "Domestic" means all manufacturing processes occur within the United States. Such processes include, but are not limited to, rolling, extruding, machining, bending, grinding, drilling, and coating or similar processes to manufacture or modify the physical properties or chemical composition of iron or steel. Coatings include any protective or value-enhancing process. The City will, however, accept:

Federal Project No. CD16205

1. Foreign iron or steel components whose total combined value, including the cost of delivery to the project, does not exceed 0.1 percent of the total contract amount, or \$2,500, whichever is greater.
2. The use of the following non-domestic raw materials: scrap, pig iron, and processed, pelletized, and reduced iron ore.
3. Non-domestic items that are used temporarily then abandoned in place at the contractor's convenience.

For iron and steel components, obtain from the manufacturer and provide to the engineer a material test report or certification that states clearly the country of manufacture. Include two copies of the itemized invoices for materials used and transportation costs for shipment to the project.

Ensure that foreign-made bolts, fasteners, and associated hardware are tested and certified by an independent domestic testing laboratory in accordance with *WYDOT's Standard Specifications for Road and Bridge Construction, Division 800, Materials*. Submit the test data and certifications to the engineer before use.

To seek a waiver of these provisions, submit a written request to the engineer. Accompany the request with supporting information showing that the specified steel or iron products are not manufactured in the United States in sufficient, available quantities of satisfactory quality. The City will not grant time extensions or pay compensation for delays resulting from processing such a request.

#### **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

Local Governments awarded Federal Funds for projects must ensure a Disadvantaged Business Enterprise (DBE) has an equal opportunity to compete for and perform contracts and subcontracts. They are required to use best efforts to solicit bids from and maximize use of DBE (sub)contractors.

If subcontracting opportunities arise at a later date, solicit bids from DBEs qualified to perform work. Submit a list of the DBEs contacted to the WYDOT Civil Rights Office prior to submitting the proposed subcontract for approval.

Do not discriminate or allow subcontractors to discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Carry out applicable requirements of 49 CFR part 26 in the award and administration of this USDOT assisted contract. Failure to carry out these requirements is a material breach of this contract which may result in termination of this contract or such other remedy as the department deems appropriate.

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Take reasonable steps, and make certain all subcontractors do the same, to ensure that DBE small businesses have fair opportunity to compete for and perform work provided in this contract.

Documented Bid Solicitation:

Provide, and ensure all subcontractors provide, documented bid solicitation affirmative action in securing DBE participation for subcontract work. Record documented bid solicitation efforts on form E-91-LPA. Owner may require submission of copies of any or all of the quotes received from DBE and non-DBE firms. That documentation includes but is not limited to the following:

A. Documentation of DBE Participation efforts:

1. List each DBE firm contacted for quotes and each DBE firm that supplied quotes although not solicited. Include the type of work for which quotes were requested for each item.
2. Complete all portions of the E-91-LPA form including the firm name, type of work or materials requested; contact method and the contact date. The Contact Results section should indicate if there was No Response, the firm was Not Interested, Not quoting on this project, Quote submitted – See bid or Quote submitted – not used. If the quote was not used, you should indicate the name and amount of quote for the non-DBE firm that will be used to do the same work.
3. At anytime, WYDOT or the Owner may require submission of copies of any or all of the quotes received from DBE and non-DBE firms.
4. Failure to meet the previous requirements will be grounds for a determination of lack of documented bid solicitation effort, and the contract may be awarded to the next lowest responsive bidder who has exhibited documented bid solicitation efforts.

B. Documented bid solicitation affirmative action includes but is not necessarily limited to the following:

1. Advertising in general circulation, trade association, and minority focus media concerning the DBE subcontracting opportunities;
2. Providing written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited, in sufficient time to allow them to participate effectively;
3. Following up the initial solicitations of interest by contacting DBEs to determine with certainty whether they are interested;

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4. Selecting portions of the work of the contract that could be performed by DBEs;
5. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract;
6. Making an effort to negotiate with DBEs interested and not rejecting any DBEs as unqualified;
7. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance;
8. Effectively using the services of available minority community organizations, minority contractor groups, local, state, and federal minority business assistance offices and other organizations that provide assistance in the recruitment and placement of DBEs;
9. Use documented bid solicitation effort actions when securing replacements for each DBE that has provided written documentation to the contractor, as to why the DBE firm is unable to honor a commitment to do subcontract work or supply materials.

For information concerning the counting of DBE participation, refer to WYDOT's Disadvantaged Business Enterprise Program Plan. The WYDOT's DBE Program Plan and a current DBE certification listing are available on the WYDOT web page.

COMMERCIALLY USEFUL FUNCTION:

Ensure the DBE performs a commercially useful function (CUF) in the work of a contract. A DBE is considered to perform a CUF when it is solely responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved, consistent with industry practices. In determining whether a DBE has performed a CUF in the work of a contract, the amount of work subcontracted, industry practices, and other relevant factors will be evaluated. Only expenditures to a DBE that performs a CUF in the work of a contract will be counted toward DBE participation. It is not consistent with industry practices if a DBE enters into a subcontract to perform certain elements of the work of a contract if it does not own, lease, or operate the necessary equipment to perform the work.

A DBE may lease equipment from the contractor, provided a rental agreement, separate from the subcontract, specifying the terms of the lease arrangement is approved by the State Construction Engineer prior to the DBE starting the work. Bill the DBE as specified in the equipment lease. Do not deduct lease payments from the DBEs progress payments.

CONTRACTOR ASSISTANCE:

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Provide direct assistance to DBE subcontractors and DBE materials suppliers in analyzing plans and specifications, securing bonding, and in the planning and management of the subcontract work. Ensure such assistance is on a limited basis and is designed to enhance the growth and competitiveness of the DBE. Long term, continual, or repetitive assistance by a contractor to the same DBE may be construed as disproportionate dependence upon the contractor. In all instances, ensure a DBE maintains its managerial and operational responsibilities for compliance with the CUF requirement. Do not prepare bids for a DBE.

**MEASUREMENT and PAYMENT:**

Work related to the provisions of this specification, including but not limited to pursuit of DBE participation, providing assistance to DBE subcontractors or DBE materials suppliers in analyzing plans and specifications, securing bonding in the planning and management of the subcontract work, and in meeting the requirements of this specification, will not be measured or paid for separately but is considered incidental to the contract.

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION**

Bidder certifies that:

It has taken affirmative action to seek out and consider Disadvantaged Business Enterprises (DBEs) as potential subcontractors. DBE is a certification program under the U.S. Department of Transportation for minority – or women-owned – operated and controlled firms that are involved in highway and airport construction.

It has taken affirmative action to seek out and consider DBEs as potential suppliers.

Further, the Bidder shall:

Specifically describe, on separate lines of this form, each component of work of the contract to be subcontracted to each DBE Firm is being used as a supplier of materials and for other subcontract work (e.g. furnish sign materials as a supplier and traffic control as a subcontractor) the firm must be shown twice, once as a supplier and once performing subcontract work.

List all contacts and follow-up contacts made with the potential DBE subcontractors and DBE material suppliers. (If necessary, use additional sheets).

List the dollar amount quoted by each responding DBE subcontractor for the work described in accordance with “B” above and the dollar amount quoted by each DBE material supplier for the materials described in accordance with “A” above.

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Only those DBEs possessing current certification by WYDOT will be eligible to meet the requirements of the DBE program.

Indicate responding DBEs that will be used, and those that will not be used.

*(This space intentionally left blank)*

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Bidder does not intend to subcontract

**DISADVANTAGED BUSINESS ENTERPRISE  
PARTICIPATION CERTIFICATION**

The Bidder has contacted the following Disadvantaged Business Enterprises (DBE) to solicit quotations for work to be subcontracted or for materials to be used on this project. If one DBE firm is contacted as a supplier of materials and for other subcontract work (i.e. furnish sign materials as a supplier and performing flagging and traffic control as a subcontractor) the firm must be shown twice, once as a supplier and once for the subcontract work.

Information from all DBE firms that submitted quotes, whether solicited or not solicited, must be retained in the project file.

Disadvantaged Business Entity	Specific Subcontract Work or Materials Requested	Contact Method	Contact Date	Contact Result
K'S CONSTRUCTION	FENCE	EMAIL	5/15/17	<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
KING ENTERPRISES	FENCE, SIGNS	EMAIL	5/15/17	<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
PHE PAINTING	FENCE	EMAIL	5/15/17	<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
				<input type="checkbox"/> No Response

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				<input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
S+L INDUSTRIAL	SEED, SIGN	EMAIL	5/15/17	<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
TRIPLE A BUILDING SERVICES INC	FENCE, SEED, SIGN	EMAIL	5/15/17	<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used

**NON-COLLUSIVE BIDDING**

I. That by submission of this bid, each bidder and each person signing on behalf of any bidder, certifies as to their own organization, under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement with any other bidder, or with any competitor for the purpose of restricting competition.

B. Unless required by law, the prices which have been quoted in this bid have not been knowingly disclosed and shall not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to opening of bids.

C. No attempt has been made or shall be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

II. A bid will not be considered for award, nor will any award be made where there has not been compliance with I-A, B and C above. If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons why the certification cannot be made. Where I-A, B and C above have not been complied with, the bid will not be considered for award, nor will any award be made unless the Department determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured; or has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or has sold the same items to customers at the same prices being bid, does not constitute a disclosure within the meaning of subparagraph I-A above.

The bid made to LPA shall be deemed to have been authorized by the Board of Directors of the bidder. Such authorization shall be deemed to include the signing and submission of the bid, and the inclusion therein of the certificate as to non-collusion on the part of the corporation.

The signers of this proposal hereby tender to LPA this sworn statement that the named Contractor has not, either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection with this proposal.

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**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**CERTIFICATION OF SUSPENSION OR DEBARMENT**

Bidder or any person or persons associated therewith in the capacity of owner, partner, director or officer authorized to sign contracts certifies by signing this proposal that the response(s) to the following questions is (are) true:

I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?

YES ( ) NO (✓)

II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded or determined ineligible by any state or federal agency within the past three years?

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YES ( ) NO (  )

III. Has any interested party have a debarment pending?

YES ( ) NO (  )

IV. Has any interested party been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years?

YES ( ) NO (  )

If the answer is YES to any of the four items above, insert Suspension or Debarment actions below:

APPLICABLE: YES ( ) NO (  )

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Suspension or Debarment actions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any Suspension or Debarment noted, indicate below to whom it applies, initiating agency and dates of action.

APPLIES TO WHOM	INITIATING AGENCY	DATES OF ACTION

The person or persons signing this proposal do hereby certify, under penalty of perjury, that the CERTIFICATION OF SUSPENSION OR DEBARMENT is a true and accurate statement.

**Standardized Changed Condition Clauses - 23 CFR 635.109**

- a. Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under 23 U.S.C. 106:

1. *Differing site conditions.*

- i. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- ii. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- iii. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- iv. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)

2. *Suspensions of work ordered by the engineer.*

- i. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- ii. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- iii. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

- iv. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.
3. *Significant changes in the character of work.*
- i. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
  - ii. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
  - iii. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
  - iv. The term "significant change" shall be construed to apply only to the following circumstances:
    - A. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
    - B. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.
- b. The provisions of this section shall be governed by the following:
- 1. Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.
  - 2. Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring

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differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

c. In the case of a design-build project, STDs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses and "significant changes in the character of work" clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

### **PROMPT PAYMENT**

Bidder agrees to pay subcontractors within thirty (30) days of payment from LPA, for all satisfactory work performed, and retainage.

### **REPORTING BID RIGGING ACTIVITIES**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 A.M. to 5:00 P.M., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

To report bid rigging activities call: 1-800-424-9071 or E-mail [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)

### **REGISTRATION WITH THE WYOMING SECRETARY OF STATE**

I. Bidder is a corporation or limited liability company? YES (✓) NO ( )

II. Has the above Bidder registered with the Wyoming Secretary of State to do business in the State of Wyoming? YES (✓) NO ( )

### **BIDDER CERTIFICATION**

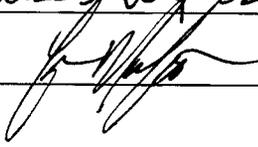
Bidder, either personally or through its duly authorized representatives, certifies that it has read, understood, and agreed to all terms and conditions of these certifications and clauses.

Bidder Name: HEDQUIST CONSTRUCTION INC

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Printed Name of Bidder's Authorized Signatory: Coe Hedquist

Bidder Address: PO Box 1870 Mills, WY 82644

Signature of Authorized Signatory: 

Date: 5/17/17

## IDENTIFICATION OF TITLE VI / EEO COORDINATOR

<b>Funding Recipient/Contractor Name:</b>	HEDQUIST CONSTRUCTION INC
<b>WYDOT Project #:</b>	
<b>Project Location:</b>	ROBERTSON ROAD SOUTH PATHWAY 15-41
<b>Phone #:</b>	307 237-8543

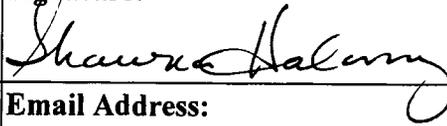
### TITLE VI/EEO IDENTIFICATION REQUIREMENTS

Has the Title VI/EEO Coordinator attended the Local Public Agency training from the Wyoming Department of Transportation? <i>(Project Sponsor Only – Contractors need not respond)</i>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Has the Coordinator changed since the last submitted Identification form?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Is the Coordinator clearly identified within the organization as the individual who will process and/or notify required staff of Title VI/EEO identified issues?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

### TITLE VI/EEO COORDINATOR IDENTIFICATION

As required in the Equal Employment Opportunity Special Provisions included in federally funded highway construction contracts/agreements, this form acts as official identification of the Title VI/EEO Coordinator (and/or update) to the Wyoming Department of Transportation and the U.S. Federal Highway Administration (FHWA).

The aforementioned Funding Recipient/Contractor understands that additional information regarding the Coordinator, the Title VI/EEO policy and other aspects of the construction contract compliance program may be requested and/or reviewed at the request of the funding agency.

<b>Title VI/EEO Coordinator:</b> SHAUNA HALASZ	<b>Signature:</b> 	<b>Date:</b> 5/17/17
<b>Title VI/EEO Coordinator Work Title:</b> PROJECT COORDINATOR	<b>Email Address:</b> shauna@hedquistconstruction.com	<b>Phone #:</b> 307 237-8543

### APPOINTING OFFICIAL'S ACKNOWLEDGEMENT

<b>Appointing Official's Name:</b>	<b>Signature:</b>
<b>Appointing Official's Work Title:</b>	<b>Date:</b> 5/17/17

For questions regarding this form, contact WYDOT's Office of Civil Rights Program Manager, Lisa Fresquez at 307.777.4457 or [lisa.fresquez@wyo.gov](mailto:lisa.fresquez@wyo.gov).

# The United States Department of Transportation

## Standard Title VI Assurances/Non-Discrimination Provisions

### DOT Order No. 1050.2A

HEDQUIST CONSTRUCTION INC (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

*Modal Operating Administration may include additional Statutory/Regulatory Authorities here.*

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from DOT, including the FHWA."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

*Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.*

#### Specific Assurances

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

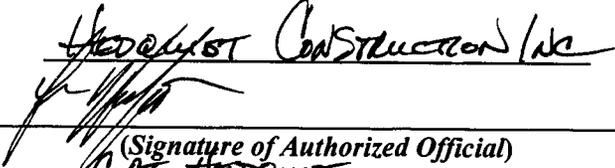
*“Hedquist Construction Inc, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”;*
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient;
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

*Modal Operating Administration may include additional Specific Assurances in this section.*

By signing this ASSURANCE, Hedquist Construction Inc also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Hedquist Construction Inc gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the FHWA Program. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA Program. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

By:   
 (Signature of Authorized Official)  
 DATE: 5/17/17

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## CLAUSES FOR DEEDS TRANSFERING UNITED STATES PROPERTY

### APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that HEDQUIST CONSTRUCTION INC will accept title to the lands and maintain the project constructed thereon in accordance with Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the Regulations for the Administration of Federal Highway Administration (FHWA) Program, and the policies and procedures prescribed by the FHWA of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto HEDQUIST CONSTRUCTION INC all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" (if applicable) attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto HEDQUIST CONSTRUCTION INC and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on HEDQUIST CONSTRUCTION INC, its successors and assigns.

HEDQUIST CONSTRUCTION INC in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that HEDQUIST CONSTRUCTION INC will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will there on revert to and vest in

and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER  
THE ACTIVITY, FACILITY OR PROGRAM**

**APPENDIX C**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by HEDQUIST CONSTRUCTION INC pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, HEDQUIST CONSTRUCTION INC will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the HEDQUIST CONSTRUCTION INC will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the HEDQUIST CONSTRUCTION INC and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED  
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

**APPENDIX D**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by HEDQUIST CONSTRUCTION INC pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the HEDQUIST CONSTRUCTION INC will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the HEDQUIST CONSTRUCTION INC will there upon revert to and vest in and become the absolute property of HEDQUIST CONSTRUCTION INC and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

RESOLUTION NO. 17-122

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HEDQUIST CONSTRUCTION, INC., FOR THE ROBERTSON ROAD SOUTH PATHWAY, PROJECT NO. 15-41.

WHEREAS, the City of Casper desires to construct a new pathway extension along the west side of Robertson Road, from the bridge over the North Platte River to Green Valley Mobile Home Subdivision; and,

WHEREAS, Hedquist Construction, Inc., is able and willing to provide those services specified as Robertson Road South Pathway, Project No. 15-41; 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 Fifteen Thousand Dollars (\$15,000.00) 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 Hedquist Construction Inc., for those services, in the amount of Two Hundred Eighty-Nine Thousand Seven Hundred Fifteen Dollars (\$289,715.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Eighty-Nine Thousand Seven Hundred Fifteen Dollars (\$289,715.00), and Fifteen Thousand Dollars (\$15,000.00) for a construction contingency account, for a total project amount of Three Hundred Four Thousand Seven Hundred Fifteen Dollars (\$304,715.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Fifteen Thousand Dollars (\$15,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:  
(Robertson Road South Pathway, Project No. 15-41)

*Wallaw Thompson*

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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Kenyne Humphrey  
Mayor

May 22, 2017

**MEMO TO:** Liz Becher, Interim City Manager *lb*

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

**SUBJECT:** Authorizing an Agreement with Andreen Hunt Construction, Inc., in the Amount of \$3,624,872, for the East Casper Zone III Water System Improvements Project, No. 13-38.

**Meeting Type & Date:**

June 20, 2017, Regular Council Meeting.

**Action Type:**

Resolution

**Recommendation:**

That Council, by resolution, authorize an agreement with Andreen Hunt Construction, Inc., for construction of the East Casper Zone III Water System Improvements Project, No. 13-38, in the amount of \$3,451,872. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$173,000, for a total project amount of \$3,624,872.

**Summary:**

On May 18, 2017, the City of Casper received seven (7) bids for the East Casper Zone III Water System Improvements Project, No. 13-38. The bids received are as follows:

<b><u>CONTRACTOR</u></b>	<b><u>BUSINESS LOCATION</u></b>	<b><u>BASE BID</u></b>
<b>Andreen Hunt Construction, Inc.</b>	<b>Mills, Wyoming</b>	<b>\$3,451,872.00</b>
Grizzly Excavation & Construction, LLC	Casper, Wyoming	\$3,750,005.00
Hedquist Construction, Inc.	Mills, Wyoming	\$3,878,856.50
High Plains Construction, Inc.	Mills, Wyoming	\$3,931,032.00
71 Construction, Inc.	Casper, Wyoming	\$4,023,317.71
Treto Construction, LLC	Casper, Wyoming	\$4,398,995.00
COP Wyoming, LLC	Sheridan, Wyoming	\$4,970,342.00

In 2006, the City of Casper Water System Master Plan Level I Study recommended improvements to the East Casper Zone III Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area.

Andreen Hunt Construction, Inc.  
East Casper Zone III Water System Improvements  
Project, No. 13-38

The proposed improvements for the Zone III Water System include a new pump station near the existing Manor Heights water storage tanks located at 2288 Kingsbury Drive, a new water storage tank located north of Southeast Wyoming Boulevard, and approximately 23,700 linear feet of 16-inch water transmission mains.

All easements and right-of-ways from nearby landowners and all permitting required by the Wyoming Department of Environmental Quality and Wyoming Department of Transportation have been acquired.

The Engineer's estimate prepared by Civil Engineering Professionals, Inc. (CEPI) was \$4,500,000. CEPI is currently under contract to provide design and construction administration services for the project.

**Financial Considerations:**

Funding for this project will be 67%, or \$2,428,664.24, from the Wyoming Water Development Commission (WWDC) and the remaining 33%, or \$1,196,207.76, will be from City of Casper Water Fund Reserves.

**Oversight/Project Responsibility:**

Alex Sveda, Associate Engineer

**Attachments:**

Resolution  
Agreement  
WWDC Concurrence to Award

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," Andreen Hunt Construction, Inc., P.O. Box 1175, Mills, Wyoming 82644, hereinafter referred to as the "Contractor".

WHEREAS, the City of Casper desires to make water system improvements to East Casper Pressure Zone III; and,

WHEREAS, Andreen Hunt Construction, Inc. is able and willing to provide those services specified as the East Casper Zone III Water System Improvements Project, Project No. 13-38.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for East Casper Zone III Water System Improvements Project, Project No. 13-38, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by June 1, 2018 and ready for final payment in accordance with Article 14 of the General Conditions by July 1, 2018. Substantial Completion will be accepted once all required materials and equipment have been installed, tested and approved by Engineer, and placed in service. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a

penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Million Four Hundred Fifty-One Thousand Eight Hundred Seventy-Two and 00/100 Dollars (\$3,451,872.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF- 4, Bid Form and BS-1 of the Bid Schedule) and by this reference made as part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the

work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no

additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Standard Bid Form (BF-1 through BF-4) and Bid Schedule (BS-1 through BS-3).
- 8.4 Addenda Number: Addendum #1 and Addendum #2.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of Sixty-Three (63) Sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Contract Drawings consisting of one hundred six (106) Drawings, with each sheet bearing the following general title:

**East Casper Zone III Water System Improvements Project, Project No. 13-38**

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

8.15 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:  
(East Casper Zone III Water Improvements Project, Project No. 13-38)

Walker Trends

ATTEST:

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

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

ATTEST:

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

Tracy L. Belser  
Title: City Clerk

CONTRACTOR:

Andreen Hunt Construction, Inc.  
P.O. Box 1175  
Mills, Wyoming 82644

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

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

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

Kenyne Humphrey  
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper  
East Casper Zone III Water System Improvements Project  
Project No. 13-38

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by **June 1, 2018** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **July 1, 2018**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>  1  </u>	Dated <u>  5/11/17  </u>
Addendum No. <u>  2  </u>	Dated <u>  5/10/17  </u>

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

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

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

TOTAL COMBINED BID, IN NUMERALS: \$ 3,451,872<sup>00</sup>

TOTAL COMBINED BID, IN WORDS: THREE MILLION, FOUR HUNDRED FIFTY-ONE THOUSAND, EIGHT HUNDRED SEVENTY-TWO DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

C. Copy of Certificate of Residency, if bidding as Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Andreen Hunt Const., Inc.  
P.O. Box 1175  
Mills, WY 82644

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

Submitted on 5/18/17, 2017.

Bidder is bidding as a RESIDENT (Insert Resident or ~~Non-Resident~~)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

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

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

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

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

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: \_\_\_\_\_ **Andreen Hunt Const., Inc.** (seal)

(Corporation's or Limited Liability Company's Name)  
**P.O. Box 1175  
Mills, WY 82644**

\_\_\_\_\_ **WYOMING** \_\_\_\_\_  
(State of Incorporation or Organization)

By: \_\_\_\_\_ *Dale E. Andreen* (seal)  
**DALE E. ANDREEN**

(Title) **PRESIDENT**

(Seal)

Attest: \_\_\_\_\_ *[Signature]* \_\_\_\_\_

Business Address: \_\_\_\_\_ **Andreen Hunt Const., Inc.** \_\_\_\_\_  
\_\_\_\_\_ **P.O. Box 1175** \_\_\_\_\_  
\_\_\_\_\_ **Mills, WY 82644** \_\_\_\_\_

Phone Number: \_\_\_\_\_ **(307) 265-1405** \_\_\_\_\_

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

## BID SCHEDULE

### East Casper Zone III Water System Improvements Project

Bid Date:

May 18, 2017

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items. The following is a list of abbreviations for this Bid Schedule.

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

Schedule A - West Transmission Main					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
A1	Mobilization	LS	1	\$62,000.00	\$62,000.00
A2	16-inch PVC Waterline - DR 18	LF	7,100	\$38.00	\$269,800.00
A3	16-inch PVC Waterline - DR 14	LF	5,400	\$46.00	\$248,400.00
A4	16-inch Fitting	EA	40	\$1,000.00	\$40,000.00
A5	16-inch Gate Valve	EA	7	\$7,000.00	\$49,000.00
A6	16-inch Butterfly Valve	EA	4	\$3,000.00	\$12,000.00
A7	16-inch Concrete Thrust Anchor	EA	1	\$1,000.00	\$1,000.00
A8	12-inch PVC Waterline - DR 18	LF	100	\$43.00	\$4,300.00
A9	12-inch Fitting	EA	7	\$900.00	\$6,300.00
A10	12-inch Gate Valve	EA	4	\$3,000.00	\$12,000.00
A11	8-inch PVC Waterline - DR 14	LF	35	\$48.00	\$1,680.00
A12	8-inch Fitting	EA	5	\$400.00	\$2,000.00
A13	8-inch Gate Valve	EA	1	\$1,700.00	\$1,700.00
A14	Fire Hydrant Assembly	EA	7	\$6,000.00	\$42,000.00
A15	Air Release Valve	EA	9	\$9,000.00	\$81,000.00
A16	Water Service Reconnect	EA	12	\$1,800.00	\$21,600.00
A17	1" Water Service - New	EA	5	\$1,300.00	\$6,500.00
A18	Connect to Existing Main	EA	3	\$1,300.00	\$3,900.00
A19	12" Check Valve and Vault	EA	1	\$30,000.00	\$30,000.00
A20	Select Backfill	CY	1,500	\$0.01	\$15.00
A21	Foundation Material	CY	250	\$0.02	\$5.00
A22	Waterline I.D. Post	EA	35	\$70.00	\$2,450.00
A23	Control Density Backfill - Flowfill	CY	70	\$100.00	\$7,000.00
A24	4" PMP/9" Grading "W" Base Course	SY	2,100	\$42.00	\$88,200.00
A25	3" PMP/6" Grading "W" Base Course	SY	600	\$30.00	\$18,000.00
A26	6" Grading "W" Base Course	SY	1,200	\$9.00	\$10,800.00
A27	48-inch RCP Storm Sewer	LF	136	\$190.00	\$25,840.00
A28	48-inch RCP Flared End	EA	4	\$2,000.00	\$8,000.00
A29	30-inch RCP Storm Sewer	LF	80	\$170.00	\$13,600.00
A30	30-inch RCP Flared End	EA	2	\$1,100.00	\$2,200.00

A31	24-inch RCP Storm Sewer	LF	70	\$100 00	\$7,000 00
A32	24-inch RCP Flared End	EA	2	\$900 00	\$1,800 00
A33	Pipeline Earthwork	LS	1	\$3,000 00	\$3,000 00
A34	Fence Repair/Replace	LF	1,550	\$4 00	\$6,200 00
A35	Fence Access Gate	EA	4	\$350.00	\$1,400.00
A36	Temporary Horse Safe Fence	LS	1	\$1,000.00	\$1,000.00
A37	Strping	LS	1	\$2,000.00	\$2,000 00
A38	Traffic Control	LS	1	\$11,000.00	\$11,000 00
A39	Seeding and Mulching	LS	1	\$17,000 00	\$17,000 00
SUBTOTAL - BID SCHEDULE A					<b>\$1,121,690.00</b>

Schedule B - East Transmission Main					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
B1	Mobilization	LS	1	\$43,000 00	\$43,000.00
B2	16-inch PVC Waterline - DR18	LF	10,250	\$38.00	\$389,500.00
B3	16-inch Fitting	EA	25	\$1,400.00	\$35,000.00
B4	16-inch Gate Valve	EA	7	\$7,000.00	\$49,000 00
B5	16-inch Butterfly Valve	EA	2	\$3,000.00	\$6,000 00
B6	Fire Hydrant Assembly	EA	3	\$6,000 00	\$18,000 00
B7	Air Release Valve	EA	5	\$9,000 00	\$45,000 00
B8	28-inch Bore Casing and Spacers	LF	370	\$350 00	\$129,500.00
B9	1" Water Service - New	EA	4	\$1,300.00	\$5,200 00
B10	Connect to Existing Main	EA	2	\$1,900 00	\$3,800 00
B11	Select Backfill	CY	1,000	\$0 01	\$10 00
B12	Foundation Matenal	CY	200	\$0 01	\$2 00
B13	Waterline I D Post	EA	30	\$70 00	\$2,100 00
B14	Control Density Backfill - Flowfill	CY	10	\$110 00	\$1,100 00
B15	Fence Repair/Replace	LF	2,850	\$3.00	\$8,550 00
B16	Temporary Horse Safe Fence	LS	1	\$1,000 00	\$1,000.00
B17	4" PMP/9" Grading "W" Base Course	SY	15	\$40 00	\$600.00
B18	6" Grading "W" Base Course	SY	350	\$9 00	\$3,150 00
B19	Concrete Fillet and Valley Guter	LS	1	\$2,700.00	\$2,700 00
B20	10' Sidewalk w/ Handicap Ramp	LS	1	\$2,200.00	\$2,200 00
B21	Traffic Control	LS	1	\$6,900 00	\$6,900 00
B22	Seeding and Mulching	LS	1	\$14,000 00	\$14,000 00
SUBTOTAL - BID SCHEDULE B					<b>\$766,312.00</b>

Schedule C - Water Storage Tank					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
C1	Mobilization	LS	1	\$25,000.00	\$25,000.00
C2	Earthwork and Site Prep	LS	1	\$12,000.00	\$12,000.00
C3	Tank Access Roadway Earthwork	LS	1	\$1,000.00	\$1,000.00
C4	Water Storage Tank Yard Piping	LS	1	\$60,000.00	\$60,000.00
C5	Tank Foundation and Structural Fill	LS	1	\$30,000.00	\$30,000.00
C6	Welded Steel Tank and Accessories	LS	1	\$300,000.00	\$300,000.00
C7	Interior Tank Coating System	LS	1	\$100,000.00	\$100,000.00
C8	Exterior Tank Coating System	LS	1	\$70,000.00	\$70,000.00
C9	Drain/Overflow Structure	LS	1	\$25,000.00	\$25,000.00
C10	Tank Mixer	LS	1	\$40,000.00	\$40,000.00
C11	Chain Link Fencing	LF	625	\$38.00	\$23,750.00
C12	6" Grading "W" Base Course	SY	1,650	\$8.00	\$13,200.00
C13	Electrical and SCADA	LS	1	\$31,000.00	\$31,000.00
C14	Temporary Horse Safe Fence	LS	1	\$1,000.00	\$1,000.00
C15	Seeding and Mulching	LS	1	\$2,000.00	\$2,000.00
SUBTOTAL - BID SCHEDULE C					<b>\$733,950.00</b>

Schedule D - Booster Pump Station					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
D1	Mobilization	LS	1	\$23,000.00	\$23,000.00
D2	Earthwork and Site Prep	LS	1	\$8,000.00	\$8,000.00
D3	Pump Station Yard Piping	LS	1	\$48,000.00	\$48,000.00
D4	Chain Link Fencing	LF	240	\$38.00	\$9,120.00
D5	Pump Station Building	LS	1	\$360,000.00	\$360,000.00
D6	Mechanical Equipment	LS	1	\$80,000.00	\$80,000.00
D7	Electrical and SCADA	LS	1	\$195,000.00	\$195,000.00
D8	Surge Control System	LS	1	\$100,000.00	\$100,000.00
D9	6" Grading "W" Base Course	SY	600	\$8.00	\$4,800.00
D10	Seeding and Mulching	LS	1	\$2,000.00	\$2,000.00
SUBTOTAL - BID SCHEDULE D					<b>\$829,920.00</b>

SCHEDULE A SUBTOTAL	<b>\$1,121,690.00</b>
SCHEDULE B SUBTOTAL	<b>\$766,312.00</b>
SCHEDULE C SUBTOTAL	<b>\$733,950.00</b>
SCHEDULE D SUBTOTAL	<b>\$829,920.00</b>
<b>TOTAL BASE BID</b>	<b>\$3,451,872.00</b>



## WYOMING WATER DEVELOPMENT OFFICE

6920 Yellowtail Road  
Cheyenne, WY 82002

Phone: (307) 777-7626  
wwdc.state.wy.us

**Matthew H. Mead**  
Governor

### Commissioners

Nick Bettas	Kellen K. Lancaster
Karen Budd-Falen	Shendan Little
David Evans	Jeanette Sekan
Gerald E. Geis	Larry Suchor
Clinton W. Glick	Rodney Wagner

Harry C. LaBonde, Jr., P.E.  
Director

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May 19, 2017

Alex Sveda, P.E.  
Casper Public Utilities  
200 North David  
Casper, WY 82601

RE: Casper Zone 3 Improvements Project – Concurrence to Award

Dear Mr. Sveda:

The Wyoming Water Development Office is in receipt of a letter of **recommendation** from the City's Engineer, Civil Engineering Professionals, Inc., received on May 19, 2017 regarding their recommendation to award the contract for the Casper Zone 3 Improvements Project work to the lowest responsive bidder, Andreen Hunt Construction, Inc. of Casper, Wyoming. We concur with Mr. Larsen's recommendation that the lowest responsive bidder, Andreen Hunt Construction, Inc., be awarded the contract for the work spelled out in the Contract. The total amount of the contracted work to Andreen Hunt Construction, Inc. would be in the amount of \$3,451,872.00.

Upon execution of the contract documents, forward a copy of same to my attention. Our office should also be involved with scheduling the date and time of the pre-construction conference.

Should you have any questions, please call me at (307) 777-7626 or email me at [bill.brewer@wyo.gov](mailto:bill.brewer@wyo.gov)

Sincerely,

A handwritten signature in black ink, appearing to read "W. E. Brewer".

William E. Brewer, P.E., P.G.  
Project Manager

Cc: File

RESOLUTION NO. 17-123

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ANDREEN HUNT CONSTRUCTION, INC., FOR THE EAST CASPER ZONE III WATER SYSTEM IMPROVEMENTS PROJECT, NO. 13-38.

WHEREAS, the City of Casper desires to make water system improvements to East Casper Pressure Zone III; and,

WHEREAS, Andreen Hunt Construction, Inc., is able and willing to provide those services specified as the East Casper Zone III Water System Improvements Project, No. 13-38; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Andreen Hunt Construction, Inc., for those services, in the amount of Three Million Four Hundred Fifty-One Thousand Eight Hundred Seventy-Two and 00/100 Dollars (\$3,451,872.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement equal to an amount not to exceed Three Million Four Hundred Fifty-One Thousand Eight Hundred Seventy-Two and 00/100 Dollars (\$3,451,872.00), and One Hundred Seventy-Three Thousand and 00/100 Dollars (\$173,000.00) for a construction contingency account, for a total price of Three Million Six Hundred Twenty-Four Thousand Eight Hundred Seventy-Two and 00/100 Dollars (\$3,624,872.00).

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

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

(Andreen Hunt Construction, Inc. - East Casper Zone III Water System Improvements Project, No. 13-38)



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Kenyne Humphrey  
Mayor

May 24, 2017

**MEMO TO:** Liz Becher, Interim City Manager *lb*

**FROM:** Andrew Beamer, Public Services Director *AB*  
Dan Coryell, Parks Manager

**SUBJECT:** Terminating the Concessionaire Lease Agreement with Jere & Al, LLC  
DBA Caddie Shack Restaurant for the Second Floor of the Clubhouse at the  
Casper Municipal Golf Course.

**Meeting Type & Date**

Regular Council Meeting  
6/20/17

**Action type**

Resolution

**Recommendation**

That Council, by resolution, terminate the Concessionaire Lease Agreement with Jere & Al, LLC DBA Caddie Shack Restaurant for the second floor of the clubhouse at the Casper Municipal Golf Course.

**Summary**

The City of Casper entered into a Lease Agreement with Jere & Al, LLC, DBA Caddie Shack Restaurant on April 5, 2016. The Lease Agreement is for the operation of the Casper Municipal Golf Course concessions on the second floor of the clubhouse. The lease has since failed to comply with Article 3 of the lease agreement:

“Lessee’s failure to pay Lessor the above described fee on or before the 10<sup>th</sup> day of any month of this lease shall be considered a default by the Lessee of the terms and conditions of this lease.”

Jere & Al, LLC, DBA Caddie Shack Restaurant have failed to pay their lease payment on or before the 10<sup>th</sup> of both March and April. March’s lease payment was received on May 22<sup>nd</sup>, 2017, and the April lease payment has not been received.

The lease allows the City of Casper to terminate the lease, provided that the City provides the Lessee with a 30-day written notice. As Council signed the Lease, Council will need to terminate the lease via resolution and sign the notice of termination.

**Financial Considerations**

The terminated lease will cost \$288.00 in advertising fees for a new Request for Proposals; this will be paid for out of the advertising line at the golf course. Staff will bring a new lease agreement for operation of the concessions at the Casper Municipal Golf Course for Council’s consideration at a later date.

**Oversight/Project Responsibility**

Dan Coryell, Parks Manager

**Attachments**

Resolution

Lease Agreement

Letter of Termination

## LEASE AGREEMENT

THIS LEASE, entered into this 5<sup>th</sup> day of April, 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 1<sup>st</sup>, 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 31<sup>st</sup>, 2017. PROVIDED HOWEVER, the Lessee may give written notice of its intent to extend this lease for four (4) additional terms from April 1<sup>st</sup> of each year to midnight on March 31<sup>st</sup> of the next following year by giving the Lessor written notice thereof on or before January 1<sup>st</sup> of each lease term. Upon receipt of said notice of intent to extend this lease from the Lessee, the Lessor shall have until February 1<sup>st</sup> 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 1<sup>st</sup> 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 31<sup>st</sup>, 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 5<sup>th</sup> 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 10<sup>th</sup> day of each month of this lease. Lessee's failure to pay Lessor the above described fee on or before the 10<sup>th</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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:

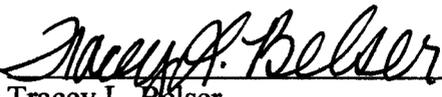
The Lessor does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101 et seq., and the Lessor specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental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

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

APPROVED AS TO FORM:



ATTEST:

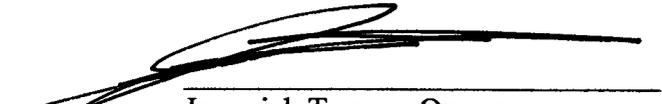
  
Tracey L. Belser  
City Clerk



CITY OF CASPER, WYOMING  
A Municipal Corporation

  
Daniel Sandoval  
Mayor

JERE & AL, LLC:

  
Jeremiah Towers, Owner



# CITY OF CASPER

200 NORTH DAVID STREET  
CASPER, WYOMING 82601-1815  
PHONE (307) 235-8224  
FAX: (307) 235-8313  
[www.cityofcasperwy.com](http://www.cityofcasperwy.com)

## OFFICE OF THE MAYOR

Jeremiah Towers, Owner  
Jere & AI, LLC  
P.O. Box 333  
Mills, Wyoming, 82644-0333

June 6, 2017

## OBJECT: NOTICE TO TERMINATE LEASE AGREEMENT

Dear Mr. Towers:

Please be advised that the City of Casper is terminating the lease agreement with Jere & AI, LLC, dated April 5, 2016, concerning the concessionaire operations at the Casper Municipal Golf Course. These premises are more specifically identified in the lease agreement as follows:

“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, verandas, 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 lease agreement is being terminated for failure to pay a fee of 5% of gross receipts from all sales of food, beverages, and other products which shall be due to the Lessor on or before the 10th day of each month, in accordance with Section 3 of the lease agreement, which reads as follows:

“Lessee’s failure to pay Lessor the above described fee on or before the 10<sup>th</sup> day of any month of this lease shall be considered a default by the Lessee of the terms and conditions of this lease.”

The City received a check in the amount of \$223.48 on May 22, 2017, reflective of sales for the month of March and was due by April 10, 2017. April’s monthly lease payment has not been received.

As required by Section 19 of the lease agreement, this letter is your 30-day notice of termination. As such, your lease terminated effective July 5<sup>th</sup>, 2017. On that date, please deliver full possession of the leased premises, free of all your goods and possessions. All keys to the premises will also be required to be turned over. Rent for the premises is due and payable through and including the termination date.

Thank you for your cooperation.

Sincerely,

Kenyne Humphrey, Mayor  
City of Casper

RESOLUTION NO.17-124

A RESOLUTION AUTHORIZING THE TERMINATION OF JERE & AL, LLC, DBA CADDIE SHACK RESTAURANT'S LEASE FOR THE SECOND FLOOR OF THE CASPER MUNICIPAL GOLF COURSE.

WHEREAS, on April 5, 2016, the City of Casper, Wyoming executed a Lease Agreement ("lease") with Jere & Al, LLC dba Caddie Shack restaurant for the entire second floor of the City of Casper Municipal Golf Course (Casper Golf Club) Clubhouse located at 2120 Allendale Boulevard, Casper Wyoming; and;

WHEREAS, Jere & Al, LLC dba Caddie Shack Restaurant have failed to comply with Article 3 of the lease and are in default of the terms and conditions of the lease, and;

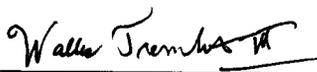
WHEREAS, the City of Casper may terminate the lease agreement by providing thirty (30) days written notice of its intent to terminate it; and,

WHEREAS, the City of Casper desires to terminate the lease effective July 5, 2017, at 11:59 p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute a letter of termination of the lease with Jere & Al, LLC dba Caddie Shack Restaurant in accordance with the lease provisions.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

May 23, 2017

**MEMO TO:** Liz Becher, Interim City Manager *LB*

**FROM:** Andrew Beamer, P.E., Public Services Director *AB*  
Scott R. Baxter, P.E., Associate Engineer

**SUBJECT:** Authorizing an Agreement with Installation & Service Company, Inc., in the Amount of \$390,000.00, for the East 26<sup>th</sup> Street Improvements, Project No. 15-65.

**Meeting Type & Date**

Regular Council Meeting  
June 20, 2017

**Action type**  
Resolution

**Recommendation**

That Council, by resolution, authorize an Agreement with Installation & Service Company, Inc., for construction of the East 26<sup>th</sup> Street Improvements, Project No. 15-65, for the base bid amount of \$354,360.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$35,640.00, for a total project amount of \$390,000.00.

**Summary**

On May 23, 2017, bids were received from four (4) contractors for construction of the East 26<sup>th</sup> Street Improvements Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Installation & Service Company	Mills, Wyoming	\$ 354,360.00
Treto Construction	Casper, Wyoming	\$ 375,755.00
Grizzly Excavating & Construction	Casper, Wyoming	\$ 392,721.50
Knife River	Casper, Wyoming	\$ 399,499.25

The Engineering Office estimate for the project was \$430,900.00.

The City of Casper Public Services Department makes ongoing evaluations and considerations for utility replacements and street reconstruction each year. East 26<sup>th</sup> Street from McKinley Street to Sagewood Avenue was designated as one of the City's highest priorities for street reconstruction.

Plans for the project include milling and overlay of asphalt pavement, full depth reconstruction of a portion of the street, addition of storm sewer inlets, reconstruction of failing curb and gutter, and addition of ADA accessible concrete ramps. Construction of the improvements is to be substantially complete by October 6, 2017.

**Financial Considerations**

Funding for the project will be from one-time, currently budgeted revenues from One Percent #14 funds for Arterial & Collector Streets.

**Oversight/Project Responsibility**

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

**Attachments**

Resolution

Agreement

Bid Form

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

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Installation & Service Company, Inc., P. O. Box 2938 Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make improvements to asphalt and concrete surfaces on a portion of East 26<sup>th</sup> Street; and,

WHEREAS, Installation & Service Company, Inc., is able and willing to provide those services specified as the City of Casper, East 26<sup>th</sup> Street Improvements, Project No. 15-65.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, East 26<sup>th</sup> Street Improvements, Project No. 15-65.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by October 6, 2017, and completed and ready for final payment in accordance with Article 14 of the General Conditions by October 20, 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 in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall

Installation & Service Company, Inc.  
East 26<sup>th</sup> Street Improvements, Proj. No 15-65

SFA-1

neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Hundred Fifty-Four Thousand Three Hundred Sixty Dollars (\$354,360.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

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

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made so the current retainage is equal to ten percent (10%) of the Work complete.

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

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

percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.

Installation & Service Company, Inc  
East 26<sup>th</sup> Street Improvements, Proj. No. 15-65

SFA-4

- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 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.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: East 26<sup>th</sup> Street Improvements – Sheets 1 – 9

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

*(this space intentionally left blank)*

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.

APPROVED AS TO FORM:  
(East 26<sup>th</sup> Street Improvements, Project 15-65)

Walker Shew

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

CONTRACTOR:  
Installation & Service Company, Inc.  
PO Box 2938  
Mills, WY 82644

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

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

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

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

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

Tracey L. Belser

Kenyne Humphrey

Title: City Clerk

Title: Mayor



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

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

TOTAL BASE BID, IN NUMERALS: \$ 354,360.<sup>00</sup>  
TOTAL BASE BID, IN WORDS: Three hundred fifty four  
thousand, three hundred sixty and no/100 DOLLARS.

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

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Installation & Service Co, Inc  
P.O. Box 2938  
Milb, 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 \_\_\_\_\_, 2017.

Bidder is bidding as a \_\_\_\_\_ (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: Danny Spruig (seal)  
Vice-President  
(Title)

(Seal)

Attest: Judy L. Spruig

Business Address: P.O. Box 2938  
Millb, Wyo 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.)

**BID SCHEDULE**  
**EAST 26TH STREET IMPROVEMENTS**  
 Project No. 15-65

Bid Date: May 23, 2017

COMPANY NAME: INSTALLATION + SERVICE COMPANY INC.  
 ADDRESS: P.O. Box 2938  
Nills, WY, 82644

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

LS = Lump Sum      R&R = Remove and Replace      LF = Linear Feet      F&I = Furnish and Install  
 SY = Square Yard      FA = Force Account      CY = Cubic Yard      EA = Each

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	15,500.00	\$15,500.00
2	F&I Temporary Traffic Control	LS	1	8,000.00	\$8,000.00
3	F&I One-Cent Project Signs	EA	4	650.00	\$2,600.00
4	Remove Asphalt Surfacing by Cold Milling (0+31-4+15 Sect. 1)	SY	735	2.50	\$1,837.50
5	Remove Asphalt Surfacing by Cold Milling (4+15-14+50 Sect. 2)	SY	1,380	2.50	\$3,450.00
6	Remove Asphalt Surfacing by Cold Milling (14+50-24+07 Sect. 3)	SY	3,830	2.50	\$9,575.00
7	R&R Full Depth Asphalt Street Section (4"/8")	SY	1,180	38.50	\$45,430.00
8	R&R Asphalt Section as Patch (4"/8")	SF	1,120	6.50	\$7,280.00
9	F&I Geogrid	SY	1,305	2.50	\$3,262.50
10	F&I Separation/Stabilization Fabric	SY	1,305	2.00	\$2,610.00
11	F&I 2" Asphalt Overlay	TON	1,215	80.00	\$97,200.00
12	F&I Asphalt Leveling Course	TON	240	84.00	\$20,160.00
13	F&I Asphalt Paving/Overlay Fabric	SY	3,830	4.50	\$17,235.00
14	Adjust Manhole Top & Install 5'x5' Concrete Diamond w/ New Lid	EA	18	850.00	\$15,300.00
15	Adjust Valve Box Top & Install 33"x33" Concrete Diamond	EA	11	300.00	\$3,300.00
16	Remove Fire Hydrant & 6" Gate Valve	EA	1	2,200.00	\$2,200.00
17	R&R Type B Concrete Curb & Gutter	LF	460	24.00	\$11,040.00
18	R&R Concrete Sidewalk 5'-0" Wide	LF	460	22.00	\$10,120.00
19	R&R Concrete Valley Gutter, Fillet, Street Section (7"/4")	SF	2,890	7.75	\$22,397.50
20	R&R Concrete Curbwalk 7'-6" Wide	LF	250	34.00	\$8,500.00
21	R&R Concrete Curbwalk for Type III ADA Ramp	SF	1,315	7.50	\$9,862.50
22	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	9	150.00	\$1,350.00
23	Miscellaneous Landscaping Repairs	LS	1	4,000.00	\$4,000.00
24	F&I 15" PVC Storm Sewer Pipe	LF	190	55.00	\$10,450.00
25	F&I Standard Curb Inlet Catch Basin & Grate	EA	7	3,100.00	\$21,700.00
<b>TOTAL BASE BID</b>					

\$354,360.00

**RESOLUTION NO.17-125**

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLATION & SERVICE COMPANY, INC., FOR THE EAST 26<sup>TH</sup> STREET IMPROVEMENTS, PROJECT NO.15-65.

WHEREAS, the City of Casper desires to make utility and surfacing improvements to East 26<sup>th</sup> Street from McKinley Street to Sagewood Avenue; and,

WHEREAS, Installation & Service Company, Inc., is able and willing to provide those services specified as the East 26<sup>th</sup> Street Improvements, Project 15-65; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

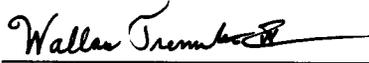
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Installation & Service Company, Inc., for those services, in the amount of Three Hundred Fifty-Four Thousand Three Hundred Sixty and 00/100 Dollars (\$354,360.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Hundred Fifty-Four Thousand Three Hundred Sixty and 00/100 Dollars (\$354,360.00), and Thirty-Five Thousand Six Hundred Forty and 00/100 Dollars (\$35,640.00) for a construction contingency account, for a total price of Three Hundred Ninety Thousand and 00/100 Dollars (\$390,000.00).

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

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:  
(East 26<sup>th</sup> Street Improvements, Project 15-65)

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

May 23, 2017

**MEMO TO:** Liz Becher, Interim City Manager *lb*

**FROM:** Andrew B. Beamer, P.E., Public Services Director *B*  
Alex Sveda, P.E., Associate Engineer

**SUBJECT:** Authorizing an Agreement with Treto Construction, LLC, in the Amount of \$600,000.00, for the Columbine Street Improvements Project, No. 17-003.

**Meeting Type & Date:**

Regular Council Meeting  
June 20, 2017

**Action Type:**

Resolution

**Recommendation:**

That Council, by resolution, authorize an agreement with Treto Construction, LLC, for construction of the Columbine Street Improvements Project, No. 17-003, in the amount of \$558,967.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$41,033.00, for a total project amount of \$600,000.00.

**Summary:**

On May 23, 2017, the City of Casper received four (4) bids for the Columbine Street Improvements Project, No. 17-003. The bids received are as follows:

<b>CONTRACTOR</b>	<b>BUSINESS LOCATION</b>	<b>BASE BID</b>
Treto Construction, LLC	Casper, Wyoming	\$558,967.00
Grizzly Excavation & Construction, LLC	Casper, Wyoming	\$627,935.70
Installation & Service Company	Mills, Wyoming	\$648,104.10
JTL Group, Inc., dba Knife River	Casper, Wyoming	\$717,266.25

The proposed improvements include replacement of the existing street surfacing (mill and overlay and full-depth), miscellaneous curbwalk, driveway and alley concrete approaches, ADA ramps and valley gutters; replacement of sewer manhole risers and concrete diamonds; fire hydrant replacement and valve diamond replacement.

The Engineer's estimate prepared by the City Engineering Office for the base bid was \$824,341.

Treto Construction, LLC  
Columbine Street Improvements  
Project, No. 17-003

**Financial Considerations:**

Funding for this project will be from One Cent #13 Optional Sales Tax Funds allocated to FY17 Miscellaneous Residential Streets, One Cent #15 Optional Sales Tax Funds allocated to FY16 Miscellaneous Residential Streets, and Sewer Fund Reserves.

**Oversight/Project Responsibility:**

Alex Sveda, Associate Engineer

**Attachments:**

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Treto Construction, LLC, 5251 Gladstone Street, Casper, Wyoming 82609, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace the existing street surfacing (mill and overlay and full-depth), miscellaneous curbwalk, driveway/alley concrete approaches, ADA ramps and valley gutters; replacement of sewer manhole risers and concrete diamonds; fire hydrant replacement; valve diamond replacement; and fencing on Columbine Street.

WHEREAS, the Contractor is able and willing to provide those services specified as the Columbine Street Improvements, Project No. 17-003.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Columbine Street Improvements, Project No. 17-003, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/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 Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by November 3, 2017 and ready for final payment in accordance with Article 14 of the General Conditions by November 10, 2017. Substantial Completion will be accepted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan, limiting construction around and in school zones when school is in session. No open excavations shall remain overnight.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any

such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Five Hundred Fifty-Eight Thousand Nine Hundred Sixty-Seven and 00/100 Dollars (\$558,967.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid only (Bid Items 1 through 15, 17 through 20 and Alternate Bid Items A-1 through A-6) contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4 of the Bid Form and BS-1 through BS-4 of the Bid Schedule) and Change Order No. 1, both by this reference made as part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

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

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety

percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

- 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
  - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and BS-1 through BS-4 of the Bid Schedule).
- 8.4 Addenda No.: Addendum #1, Addendum #2, Addendum #3, Addendum #4, Addendum#5
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of ten (10) sections.

- 8.10 Special Provisions consisting of thirteen (13) Sections and nine (11) Drawing “Sheets”.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

**Columbine Street Improvements, Project No. 17-003**

- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.
- 8.18 City of Casper Change Order No. 1.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:  
(Columbine Street Improvements, Project No. 17-003)

Walker Truett

CONTRACTOR:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

Title: Tracey L. Belser  
City Clerk

Title: Kenyne Humphrey  
Mayor

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

PROJECT IDENTIFICATION: City of Casper  
Columbine Street Improvements  
Project No. 17-003

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by **November 3, 2017** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **November 10, 2017**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>01 &amp; 02</u>	Dated <u>05/19/17</u>
Addendum No. <u>03 &amp; 04</u>	Dated <u>05/20/17</u>
Addendum No. <u>05</u>	Dated <u>05/22/17</u>
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 527,407.00

TOTAL BASE BID, IN WORDS: Five hundred twenty seven thousand four  
Hundred seven 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. Copy of Certificate of Residency, if bidding as Wyoming Resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Treto Construction, LLC  
P.O Box 50610  
Casper, Wyo. 82609

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

Submitted on May 23, 2017.

BF-2

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

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

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

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

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

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Treto Construction, LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming

(State of Incorporation or Organization)

By: German G. Treto *German G. Treto* (seal)

Managing Memeber

(Title)

(Seal)

Attest: *Cristina...*

Business Address: P.O. Box 50610

5251 Gladstone St.

Casper, Wyo. 82609

Phone Number: 307-237-8836

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID SCHEDULE**  
**Columbine Street Improvements**  
 Project No 17-003

COMPANY NAME Treto Construction, LLC

ADDRESS P O Box 50610 Casper, WY 82609

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

LS = Lump Sum      R&R = Remove and Replace      LF = Linear Feet      F&I = Furnish and Install      R&R - Remove and Replace  
 SY = Square Yard      FA = Force Account      CY = Cubic Yard      EA = Each

ITEM		BASE BID SCHEDULE				
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	UNIT COST (in words)	TOTAL COST
1	Mobilization and Bonds	LS	1	30,000 00	Thirty thousand dollars and zero cents	30,000 00
2	Traffic Control	LS	1	10,000 00	Ten thousand dollars and zero cents	10,000 00
3	Removal of Obstructions	LS	1	2,000 00	Two thousand dollars and zero cents	2,000 00
4	Unclassified Excavation	CY	330	10 00	Ten dollars and zero cents	3,300 00
5	F&I Mill and 2" Hot Plant ACP Overlay	SY	9943	12 00	Twelve dollars and zero cents	119,316 00
5 1	F&I ACP Leveling Course	TON	15	100 00	One hundred dollars and zero cents	1,500 00
6	Furnish & Install Paving/Overlay Fabric	SY	9943	12 00	Twelve dollars and zero cents	119,316 00
7	F&I Proposed 4" Hot Plant ACP over 8" W Base Course over Woven Geotextile Separation Fabric Roadway Section	SY	883	40 00	Forty dollars and zero cents	35,320 00

8	Sub-Excavate and Install Foundation Material	CY	10	10 00	Ten dollars and zero cents	100 00
9	R&R PCCP ADA Ramps/Curbwalk, All Over Base Course	SF	8240	5 50	Five dollars and fifty cents	45,320 00
91	R&R PCCP Alley/ Driveway Curbcut Approach, All Over Base Course	SF	6400	6 50	Six dollars and fifty cents	41,600 00
92	R&R PCCP VG Over Base Course	SF	485	7 00	Seven dollars and zero cents	3,395 00
10	F&I ADA Truncated Dome Mats	EA	17	120 00	One hundred- twenty dollars and zero cents	2,040 00
11	F&I Fire Hydrant Assembly	EA	7	7,500 00	Seven thousand five hundred dollars and zero cents	52,500 00
12	R&R 8" Gate Valve	EA	1	2,500 00	Two thousand five hundred dollars and zero cents	2,500 00
13	Select Backfill	CY	110	10 00	Ten dollars and zero cents	1,100 00
14	F&I Flowable Backfill	CY	5	100 00	One hundred dollars and zero cents	500 00
15	F&I Utility Adjustment	EA	23	1,000 00	One thousand dollars and zero cents	23,000 00
16	F&I Fencing	LS	1	20,000 00	Twenty thousand dollars and zero cents	20,000 00
17	F&I Project Signs	LS	1	1,000 00	One thousand dollars and zero cents	1,000 00

18	Landscaping Repairs	LS	1	10,000 00	Ten thousand dollars and zero cents	10,000 00
19	Erosion and Sedimentation Control	LS	1	3,000 00	Three thousand dollars and zero cents	3,000 00
20	F&I Concrete Bollards	EA	4	150 00	One hundred- fifty dollars and zero cents	600 00

<b>TOTAL BASE BID</b>						527,407 00
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ITEM		ALTERNATE BID SCHEDULE				
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	UNIT COST (in words)	TOTAL COST
A-1	F&I 4" Hot Plant ACP over 8" W Base Course over Woven Geotextile Separation Fabric Roadway S	SY	1590	40 00	Forty dollars and zero cents	63,600 00
A-2	Unclassified Excavation from STA 10+51 to 14+42	CY	530	10 00	Ten dollars and zero cents	5,300 00
A-3	F&I 4" Hot Plant ACP over 8" W Base Course over Woven Geotextile Separation Fabric Roadway S	SY	580	40 00	Forty dollars and zero cents	23,200.00
A-4	Unclassified Excavation from STA 16+10 to 17+70	CY	200	10 00	Ten dollars and zero cents	2,000 00
A-5	F&I 4" Hot Plant ACP over 8" W Base Course over Woven Geotextile Separation Fabric Roadway S	SY	490	40 00	Forty dollars and zero cents	19,600 00
A-6	Unclassified Excavation from STA 20+29 to 21+67	CY	170	10 00	Ten dollars and zero cents	1,700 00

**BID SCHEDULE**  
**Columbine Street Improvements**  
**Project No. 17-003**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

LS = Lump Sum      R&R = Remove and Replace  
 SY = Square Yard    FA = Force Account

LF = Linear Feet      F&I = Furnish and Install  
 CY = Cubic Yard      EA = Each

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	TOTAL COST
1	Mobilization and Bonds	LS	1	\$ 30,000.00	\$ 30,000.00
2	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00
3	Removal of Obstructions	LS	1	\$ 2,000.00	\$ 2,000.00
4	Unclassified Excavation	CY	330	\$ 10.00	\$ 3,300.00
5	F&I Mill and 2" Hot Plant ACP Overlay	SY	7283	\$ 12.00	\$ 87,396.00

5 1	F&I ACP Leveling Course	TON	15	\$	100.00	\$	1,500.00
6	Furnish & Install Paving/Overlay Fabric	SY	7283	\$	12.00	\$	87,396.00
7	F&I Proposed 4" Hot Plant ACP over 8" W Base Course over Woven Geotextile Separation Fabric Roadway Section	SY	883	\$	40.00	\$	35,320.00
8	Sub-Excavate and Install Foundation Material	CY	10	\$	10.00	\$	100.00
9	R&R PCCP ADA Ramps/Curbwalk, All Over Base Course	SF	8240	\$	5.50	\$	45,320.00
9.1	R&R PCCP Alley/Driveway Curbcut Approach, All Over Base Course	SF	6400	\$	6.50	\$	41,600.00
9.2	R&R PCCP VG Over Base Course	SF	485	\$	7.00	\$	3,395.00
10	F&I ADA Truncated Dome Mats	EA	17	\$	120.00	\$	2,040.00
11	F&I Fire Hydrant Assembly	EA	7	\$	7,500.00	\$	52,500.00

12	R&R 8" Gate Valve	EA	1	\$ 2,500.00	\$ 2,500.00
13	Select Backfill	CY	110	\$ 10.00	\$ 1,100.00
14	F&I Flowable Backfill	CY	5	\$ 100.00	\$ 500.00
15	F&I Utility Adjustment	EA	23	\$ 1,000.00	\$ 23,000.00
<del>16</del>	<del>F&amp;I Fencing</del>	<del>LS</del>	<del>1</del>	<del>\$ 20,000.00</del>	<del>\$ 20,000.00</del>
17	F&I Project Signs	LS	1	\$ 1,000.00	\$ 1,000.00
18	Landscaping Repairs	LS	1	\$ 10,000.00	\$ 10,000.00
19	Erosion and Sedimentation Control	LS	1	\$ 3,000.00	\$ 3,000.00
20	F&I Concrete Bollards	EA	4	\$ 150.00	\$ 600.00

<b>TOTAL BASE BID</b>	<b>\$ 443,567.00</b>
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ITEM	ALTERNATE BID SCHEDULE				
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	TOTAL COST
A-1	F&I 4" Hot Plant ACP over 8" W Base Course over Woven Geotextile Separation Fabric Roadway Section from STA 10+51 to 14+42	SY	1590	\$ 40.00	\$ 63,600.00
A-2	Unclassified Excavation from STA 10+51 to 14+42	CY	530	\$ 10.00	\$ 5,300.00
A-3	F&I 4" Hot Plant ACP over 8" W Base Course over Woven Geotextile Separation Fabric Roadway Section from STA 16+10 to 17+70	SY	580	\$ 40.00	\$ 23,200.00
A-4	Unclassified Excavation from STA 16+10 to 17+70	CY	200	\$ 10.00	\$ 2,000.00
A-5	F&I 4" Hot Plant ACP over 8" W Base Course over Woven Geotextile Separation Fabric Roadway Section from STA 20+29 to 21+67	SY	490	\$ 40.00	\$ 19,600.00
A-6	Unclassified Excavation from STA 20+29 to 21+67	CY	170	\$ 10.00	\$ 1,700.00

<b>TOTAL ALTERNATE BID</b>	<b>\$ 115,400.00</b>
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<b>TOTAL BASE BID PLUS ALTERNATE BID</b>	<b>\$ 558,967.00</b>
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RESOLUTION NO. 17-126

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE COLUMBINE STREET IMPROVEMENTS PROJECT, NO. 17-003.

WHEREAS, the City of Casper desires to make street improvements to Columbine Street; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the Columbine Street Improvements Project, No. 17-003; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

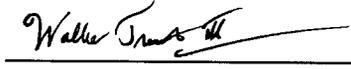
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Treto Construction, LLC, for those services, in the amount of and Five Hundred Fifty-Eight Thousand Nine Hundred Sixty-Seven and 00/100 Dollars (\$558,967.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement equal to an amount not to exceed Five Hundred Fifty-Eight Thousand Nine Hundred Sixty-Seven and 00/100 Dollars (\$558,967.00), and Forty-One Thousand Thirty-Three and 00/100 Dollars (\$41,033.00) for a construction contingency account, for a total price of Six Hundred Thousand and 00/100 Dollars (\$600,000.00).

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

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:  
(Treto Construction, LLC - Columbine Street Improvements Project, No. 17-003)

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

June 16, 2017

MEMO TO: Honorable Mayor and Members of the Casper City Council

FROM: Liz Becher, Interim City Manager / Community Development Director   
Tory Walsh, Metro Animal Services Manager

SUBJECT: Authorizing Agreement with Natrona County, Town of Mills, Town of Evansville, and Town of Bar Nunn for Animal Control Services with Metro Animal Services for the Period July 1, 2017 through June 30, 2020.

Recommendation:

That Council, by resolution, authorize an Agreement between the City of Casper and the User Entities of Natrona County, Town of Mills, Town of Evansville, and Town of Bar Nunn for the provision of animal control services.

Summary:

Since 1984, the municipalities in Natrona County that provide animal control services have desired to coordinate, centralize, and economically operate a combined animal shelter and enforcement service, and have agreed to participate in the funding of such services based on the ratio of each entity's calls for service. The City of Casper has administered and provided the services for the shelter and public safety enforcement efforts via the facility maintained and operated by the City, known as Metro Animal Services.

These user entities have also agreed to exchange information and maintain communication in order to provide high levels of service to their citizens, and have organized an oversight committee which meets quarterly.

The current agreement is expiring, and the user entities would like to renew it for another 4-year term, July 1, 2017 through June 30, 2021. The Agreement between the City of Casper and the User Entities of Natrona County, Town of Mills, Town of Evansville, and Town of Bar Nunn has been prepared for Council's consideration.

**CITY OF CASPER  
METRO ANIMAL SERVICES  
OVERSIGHT COMMITTEE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Casper, Wyoming, a Municipal Corporation, hereinafter referred to as “City” Natrona County, Wyoming, Town of Mills, Wyoming, Town of Evansville, Wyoming, and the Town of Bar Nunn, Wyoming, hereinafter referred to individually and collectively as “User Entity”.

**WITNESSETH:**

**WHEREAS**, the various user entities in Natrona County that provide Animal Control services desire to coordinate, centralize, and economically operate a combined Metro Animal Services Shelter and enforcement in Natrona County, Wyoming, and agree to participate in funding of such facilities; and,

**WHEREAS**, User Entities agree to exchange information and maintain communication in order to provide high levels of service to their customers, desire to create and organize an oversight committee; and,

**WHEREAS**, the City of Casper has agreed to administer and provide services for all Animal Services and Shelter services provided for public safety, in and as a part of a facility maintained and operated by the City, known as the Metro Animal Services Shelter (hereinafter referred to as the “MAS”), under the terms and conditions set forth in the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and Agreements contained herein, IT IS UNDERSTOOD AND AGREED by and between the parties as follows:

**Section One**  
**DURATION OF AGREEMENT**

The initial term of the Agreement shall be for the fiscal year commencing July 1, 2017 through June 30, 2020. This Agreement shall automatically renew on July 1, 2020, and on July 1st of each fiscal year thereafter for like terms unless otherwise terminated as provided in Section V of this Agreement. Provided however, this Agreement shall terminate and be of no further force of effect between the parties at midnight on June 30, 2024.

## Section Two

### CREATION, ORGANIZATION, AND COMPOSITION OF OVERSIGHT COMMITTEE

1. An Oversight Committee shall be established consisting of the following public safety user entity positions or authorized designees, recognized as voting representatives: City of Casper Manager of Metro Animal Services, two City of Casper Council representatives. Natrona County Commissioner representative, Natrona County Sheriff office representative, Town of Mills representative, Town of Evansville representative, and a Town of Bar Nunn representative. Additional representatives may be appointed as necessary to represent other public safety user entities.
2. The Oversight Committee shall act as a forum to address issues, including but not limited to, information exchange, customer service concerns, and recommendations on MAC operations. The Oversight Committee shall investigate and recommend policies and procedures for operations to the Casper City Manager, and investigate and recommend funding sources as they relate to the MAS.

## Section Three

### OPERATION, MAINTENANCE, AND BUDGET

1 Operation.

The City shall employ and train all personnel necessary to perform the duties involved with operating an Animal Shelter and Enforcing Animal Control Ordinances.

Each User grants the City full authority over the administration and dissemination of relevant information received by MAS.

- 2 Operational and Maintenance Expense. The City shall be responsible for the actual operation and maintenance of the MAS. It shall make disbursements for all costs incurred in such operations and maintenance, subject to quarterly reimbursement from the other public safety users for their proportionate share of all of the operational, maintenance, and depreciation expenses as provided below:

Operation expenses. Include but are not limited to salaries, employee benefits, tax and workers' compensation insurance expenses; travel and training expenses; uniforms; safety equipment; telephone and Enhanced 911 expenses; rent; insurance and bonds; office supplies; reproduction-microfilm costs; and CAD system expenses.

- 3 Depreciation Expense. The operations budget for the MAS includes an account for the depreciation of capital assets. This depreciation account is for tracking and depreciating asset purchases. In addition to the proportionate share of operational and maintenance expenses, each public safety and private enterprise entity user shall also pay to the City of Casper, on a quarterly basis, their proportionate share of the total annual depreciation expenses incurred by the MAS for the prior fiscal year.

- 4 Accounting. Each public safety user agrees to pay to the City a proportionate share of the maintenance, operational, and depreciation expenses incurred by the City in operating the MAS, based on the ratio that each entity's calls for service bears to the total number of calls received by the MAS for the calendar years 2017 through 2021 . Each public safety entity user's proportion, based upon calendar years 2012 through 2016, is set forth on "Exhibit A" attached hereto; the same being incorporated herein at this point as if fully set forth.
- 5 The City shall bill each public safety user entity on a quarterly basis for each user entity's proportionate share of the operational, maintenance, and depreciation expenses incurred in the operation of the MAS. Each public safety user entity agrees to pay each bill within forty-five (45) days of bill receipt.

#### **SECTION FOUR** **TERMINATION AND DISSOLUTION**

- 1 Any party may withdraw from this Agreement by providing the Casper City Manager with ninety (90) days advance written notice, prior to July 1st of any fiscal year. Following said notice, this Agreement shall terminate, and be of no further force or effect between the City of Casper and the terminating party on July 1 of the year such notice is given. A copy of such termination notice shall be supplied to each other's party to this Agreement by the City Manager as soon as practical. The terminating party shall be liable for any cost incurred by the City of Casper for the terminating party's proportionate share of the operational, maintenance, and depreciation expenses up to the date of the termination of this Agreement.
- 2 Upon the withdrawal of any public safety entity user from this Agreement, the operational, maintenance, and depreciation expenses shall be re-prorated between the remaining parties to this Agreement as otherwise provided in the Agreement.
- 3 Upon termination and dissolution of this Agreement by all parties, the City of Casper shall, after the full satisfaction of all outstanding operational, maintenance, and depreciation expenses, disperse to each of said parties, based upon parties' proportionate share of the operational, maintenance, and depreciation expenses, any remaining accumulated funds for that calendar year.
- 4 Upon the termination and dissolution of this Agreement, any and all capital assets of the MAS, including all equipment and software associated therewith shall remain, and be the sole separate property of the City of Casper, free and clear of any claim of any party.
- 5 The parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the parties specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

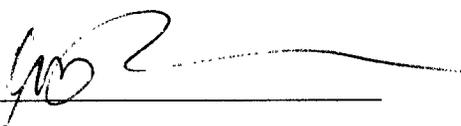
**SECTION FIVE**  
**SEVERABILITY**

The terms, provisions, and conditions of the Agreement are severable. If any term or provision of the Agreement or its application to any person or circumstances 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 other persons, circumstances terms or provisions which can be given effect without the invalid provision or application.

**A. NO THIRD PARTY BENEFICIARY RIGHTS:**

The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Attest:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
**Kenyne Humphrey**  
Mayor

	<b>2016</b>	<b>2015</b>	<b>2014</b>
<b><i>Bar Nunn</i></b>	382	406	255
<b><i>Casper</i></b>	5827	6196	5395
<b><i>Evansville</i></b>	630	597	486
<b><i>Mills</i></b>	545	624	576
<b><i>Natrona County</i></b>	761	872	744

Table above represents calls for service received by MAS per entity for calendar years 2014 - 2016



RESOLUTION NO.17-127

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CASPER AND THE USER ENTITIES OF NATRONA COUNTY, TOWN OF MILLS, TOWN OF EVANSVILLE, AND TOWN OF BAR NUNN FOR THE PROVISION OF ANIMAL CONTROL SERVICES.

WHEREAS, the various user entities in Natrona County that provide animal control services desire to coordinate, centralize, and economically operate a combined animal shelter and enforcement services in Natrona County, Wyoming and agree to participate in funding of such services; and,

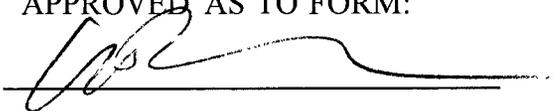
WHEREAS, these user entities agree to exchange information and maintain communication in order to provide high levels of service to their customers, desire to create and organize an oversight committee; and,

WHEREAS, the City of Casper has agreed to administer and provide services for all animal services and shelter services provided for public safety, in and as a part of a facility maintained and operated by the City, known as Metro Animal Services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute and the City Clerk to attest a Resolution authorizing an Agreement between the City of Casper and the User Entities of Natrona County, Town of Mills, Town of Evansville, and Town of Bar Nunn for the provision of animal control services with Metro Animal Services.

PASSED, APPROVED, AND ADOPTED THIS \_\_\_\_\_ day \_\_\_\_\_ 2017.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

June 16, 2017

MEMO TO: Honorable Mayor and Members of the Casper City Council  
FROM: Liz Becher, Interim City Manager   
SUBJECT: Authorizing Amendment No. 4 to the Natrona County Travel and Tourism Joint Powers Agreement.

Recommendation:

That Council, by resolution, authorize Amendment No. 4 to the Natrona County Travel and Tourism Joint Powers Agreement.

Summary:

A Lodging Tax/Joint Powers Board, comprised of participating agencies from the City of Casper, Town of Edgerton, Town of Mills, Town of Bar Nunn, Town of Midwest, Town of Evansville, and Natrona County, was created in 1989 to oversee the collection and expenditure of funds collected for lodging services. The Natrona County Travel and Tourism Joint Powers Board, as the lodging tax board is now known, provides an efficient, orderly, and feasible method to collect and distribute the proceeds of the lodging tax defined in Section 39-15-101(a)(i) of the Wyoming State Statutes.

The participating agencies desire to amend and replace the existing Joint Powers Agreement, approved in 2002, with language consistent with the 4% excise tax for lodging services approved by voters in November 2014. The City of Casper has two (2) seats on the Natrona County Travel and Tourism Joint Powers Board.

Amendment No.4 to the Natrona County Travel and Tourism Joint Powers Agreement. has been prepared for Council's consideration.

**NATRONA COUNTY TRAVEL AND TOURISM JOINT POWERS AGREEMENT  
AMENDMENT NO. 4**

THIS FOURTH AMENDMENT to the Natrona County Travel and Tourism Joint Powers Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Natrona County, Wyoming, a body corporate and political subdivision of the State of Wyoming, and the City of Casper, Wyoming, a Municipal Corporation, the Town of Edgerton, a Municipal Corporation, the Town of Evansville, a Municipal Corporation, the Town of Mills, a Municipal Corporation, the Town of Bar Nunn, a Municipal Corporation, and the Town of Midwest, a Municipal Corporation, hereinafter collectively referred to as "Participating Agencies."

**W I T N E S S E T H**

(1) WHEREAS, Section 16-1-104(a), Wyoming Statutes, 2016, as amended, provides that: "(a) Any power, privilege or authority exercised or capable of being exercised by any 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."; and

(2) WHEREAS, Section 39-15-204(a)(ii), Wyoming Statutes, 2016, as amended, provides that any county and city or town may impose an excise tax at a rate in increments of certain percentages specified in said Statute upon the sales price paid for lodging services as defined under Section 39-15-101(a)(i), Wyoming Statutes, 2016, as amended, the primary purpose of which is for local travel and tourism promotion; and

(3) WHEREAS, the electors of Natrona County, on November 4, 2014, approved a ballot proposition imposing a tax upon the sales price paid for lodging services as defined in Section 39-6-402(a)(xi) Wyoming Statutes, 2016, as amended, within the County of Natrona; and

(4) WHEREAS, by Resolution No. 47-14, dated December 16, 2014, the Board of County Commissioners imposed the four percent (4%) excise tax on all lodging services within Natrona County to become effective on April 1, 2015;

(5) WHEREAS, the Participating Agencies have indicated a desire to participate in the collection and expenditure of the funds collected under the lodging tax resolution; and

(6) WHEREAS, the Participating Agencies desire to amend and replace the existing Joint Powers Agreement consistent with the provisions set forth herein.

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

## SECTION ONE

### PURPOSE

1.0 The purpose of this Agreement is to establish a joint powers board to provide an efficient, orderly, and feasible method to collect and distribute the proceeds of the Lodging Tax defined in Section 39-15-101(a)(i), Wyoming Statutes, 2016, as amended and imposed pursuant to Section 39-15-203 (a)(ii), Wyoming Statutes, 2016, as amended.

## SECTION TWO

### DURATION OF THE AGREEMENT

2.0 This Agreement and the Joint Powers Board shall be of perpetual duration as long as the proposition to impose said tax is approved by the electors of Natrona County.

## SECTION THREE

### CREATION, ORGANIZATION AND COMPOSITION OF JOINT POWERS BOARD

3.0 There is hereby created, pursuant to the Act, the Joint Powers Board styled "Natrona County Travel and Tourism Council." The Joint Powers Board shall constitute a separate body corporate and politic and a legal entity separate and distinct from the Participating Agencies.

3.1 The Joint Powers Board shall consist of nine (9) members, all of whom shall be residents of Natrona County, Wyoming.

3.2 Each Participating Agency shall appoint one (1) member, except the City of Casper and the County of Natrona, who shall each appoint two (2) members. Pursuant to Section 39-15-211 (a)(ii)(B)(I), Wyoming Statutes, 2016, as amended, the majority of the joint powers board membership shall consist of representatives of the travel and tourism industry.

3.3 Appointments for a full term shall be for three (3) years and are subject to reappointment. The initial terms of members shall be staggered. The governing body of the Participating Agency that made the appointment of a retiring member shall fill vacancies for unexpired terms. All appointments of members of the Joint Powers Board shall be subject to removal by the governing body of the Participating Agency making such appointment.

All appointments of successor members to the Board shall be made by the governing body of the Participating Agency which made the appointment of the retiring members. If a board member ceases to be a resident of Natrona County, then his or her membership on the Board shall terminate. In the event a vacancy should occur prior to the expiration of the retiring member's term, the successor shall be appointed for the unexpired portion of the retiring member's term and shall be made by the governing body of the Participating Agency which made the appointment of the retiring member.

3.4 Promptly following the appointment of its members, the Joint Powers Board shall meet, organize, and elect from its membership a chairman, a vice-chairman, a secretary, and a treasurer. The Joint Powers Board shall specify in its by-laws the powers, duties and responsibilities of the officers so elected and whether offices may be combined.

3.5 The secretary of the Joint Powers Board shall notify the Participating Agencies of the Joint Powers Board's organization and shall file a certificate showing its organization with the County Clerk of Natrona County and the Secretary of the State of Wyoming. Upon the filing of the certificate, the Joint Powers Board shall automatically become a body corporate and politic and a public corporation, with the powers hereinafter provided.

3.6 No individual member of the Joint Powers Board shall be personally liable for any actions or procedures of the Joint Powers Board when actually engaged in the performance of their duties. Members of the Joint Powers Board shall receive no compensation except per diem and mileage allowances authorized for the State's employees.

3.7 The Joint Powers Board shall meet, in any event, not less than once each three (3) months, as provided by its own resolution, at the call of the Chairman, upon oral or written request of a majority of the Joint Powers Board members, or within five (5) days after a request for a meeting is given by any Participating Agency.

3.8 A quorum shall consist of five (5) members of the Board, and all matters submitted to the board shall require an affirmative vote of at least five (5) members.

SECTION FOUR  
POWERS AND DUTIES OF THE JOINT POWERS BOARD

4.0 The Joint Powers Board may employ or contract for administrative 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. Upon request of the Joint Powers Board, Participating Agencies shall furnish pertinent information, statistics and reports under their control to the Joint Powers Board and shall otherwise cooperate with the Joint Powers Board.

4.1 The Joint Powers Board shall adopt such policies, by-laws and regulations, not inconsistent with this Agreement and the Wyoming Joint Powers Act, as it deems necessary to carry out the business of the Joint Powers Board.

4.2 The Joint Powers Board shall use at least ninety percent (90%) of the funds received pursuant to the tax to promote travel and tourism in Natrona County.

4.3 The Joint Powers Board shall:

(a) Keep minutes of all meetings at which official action is taken, as well as financial records. Such minutes and records shall be public records.

(b) Fix the time and place of regular meetings; provided that a regular meeting shall be held at least once each three (3) months.

(c) Cooperate with and solicit the advice, counsel, and recommendations of the governing bodies of the Participating Agencies.

(d) Keep the governing bodies of the Participating Agencies advised as to its progress, and make such written or formal reports concerning its activities and finances as may be required by said Participating Agencies.

4.4 The Joint Powers Board may:

(a) Sue and be sued in the name in which the Joint Powers Board is designated.

(b) Enter into agreements with any public or private agency, institution, person, or corporation for the performance of acts or the furnishing of services or facilities by or for the Joint Powers Board or the Participating Agencies as are authorized by law.

(c) Employ legal counsel and bear the costs of litigation.

(d) Accept or reject, any public or private gift, grant, bequest or device of money, property, or services.

(e) Utilize the services of any officer, employee or department of a Participating Agency on a contributed or reimbursed basis, as the agency and the board may agree.

(f) Insure, either with commercial insurance policies or with self-insurance, against risks of loss.

(g) Subject to the approval of the Participating Agencies, employ such other persons as may be deemed by the Joint Powers Board necessary or convenient in carrying out the purposes of this Agreement.

(h) Additionally, the Joint Powers Board shall have all other powers and duties enumerated in, or reasonably implied from, the Wyoming Joint Powers Act and the laws of the State of Wyoming.

## SECTION FIVE TERMINATION, DISSOLUTION AND DISTRIBUTION

5.0 The Joint Powers Board shall continue in existence as long as the proposition to impose said tax is approved by the electors of Natrona County. In the event said tax is not approved by the electors of Natrona County, any remaining funds held by the Joint Powers Board shall be distributed between the Participating Agencies with the requirement that at least ninety percent (90%) of the distributed funds are used to promote travel and tourism in Natrona County.

SECTION SIX  
SEVERABILITY

6.0 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 other persons, circumstances, terms or provisions which can give given effect without the invalid provision or application.

IN WITNESS WHEREOF for execution by the City Council of the City of Casper, the Town Council of Town of Edgerton, the Town Council of the Town of Mills, the Town Council of the Town of Bar Nunn, the Town Council of the Town of Midwest, the Town Council of the Town of Evansville, and the Board of County Commissioners of Natrona County, Wyoming, the resolutions of each of which are duly attached and incorporated herein by this reference.

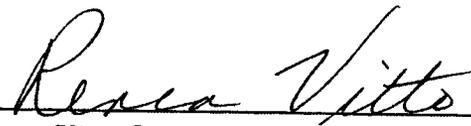
DATED this 4<sup>th</sup> day of April, 2017.

BOARD OF COUNTY COMMISSIONERS  
NATRONA COUNTY, WYOMING



ATTEST:

  
\_\_\_\_\_  
John Lawson, Chairman

  
\_\_\_\_\_  
Renea Vito, County Clerk

My term of office expires  
January 7, 2019

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017,

CITY OF CASPER, WYOMING

\_\_\_\_\_  
Kenyne Humphrey, Mayor

ATTEST:

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

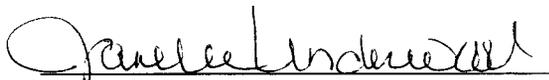
DATED this 18<sup>th</sup> day of May, 2017,

TOWN OF EVANSVILLE, WYOMING



Phil Hinds, Mayor

ATTEST:



Town Clerk of Evansville

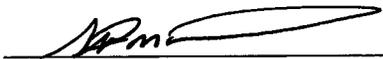
RECEIVED

MAY 19 2017

Per \_\_\_\_\_

DATED this 10<sup>th</sup> day of May, 2017,

TOWN OF MILLS, WYOMING

  
\_\_\_\_\_  
Seth Coleman, Mayor

ATTEST:

  
\_\_\_\_\_  
Justin Trent  
Town Clerk of Mills



DATED this 7<sup>th</sup> day of March, 2017,



TOWN OF BAR NUNN, WYOMING

A handwritten signature in black ink, appearing to read "Patrick Ford", written over a horizontal line.

Patrick Ford, Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "Christ R. Ponder", written over a horizontal line.

Town Clerk of Bar Nunn

DATED this 22<sup>nd</sup> day of March, 2017,

TOWN OF EDGERTON, WYOMING

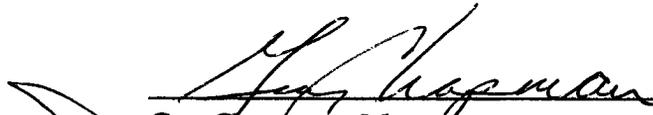
H. H. "Buck" King  
H.H. "Buck" King, Mayor

ATTEST:

Cynthia R. Rao  
Town Clerk of Edgerton

DATED this 8 day of February, 2017,

TOWN OF MIDWEST, WYOMING

  
\_\_\_\_\_  
Guy Chapman, Mayor

ATTEST:

  
\_\_\_\_\_  
Town Clerk of Midwest

**APPROVAL BY ATTORNEY GENERAL**

In accordance with Section 16-1-105(a)(ii), Wyoming Statutes, 2016, as amended, the Wyoming Attorney General has reviewed the NATRONA COUNTY TRAVEL AND TOURISM JOINT POWERS AGREEMENT DATED \_\_\_\_\_, 2017 and determined that said 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 individual project nor the financing of any individual project contemplated under the Agreement.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

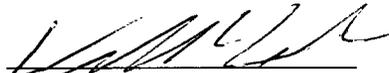
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Peter K. Michael  
Attorney General  
State of Wyoming

APPROVAL AS TO FORM

I have reviewed the *Natrona County Travel and Tourism Joint Powers Agreement Amendment No. 4*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: June 6, 2017.

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

William C. Luben  
City Attorney

RESOLUTION NO.17-128

A RESOLUTION AUTHORIZING AMENDMENT NO.  
4 TO THE NATRONA COUNTY TRAVEL AND  
TOURISM JOINT POWERS AGREEMENT.

WHEREAS, a Lodging Tax/Joint Powers Board, comprised of participating agencies from City of Casper, Town of Edgerton, Town of Mills, Town of Bar Nunn, Town of Midwest, Town of Evansville, and Natrona County, was created in 1989 to oversee the collection and expenditure of funds collected for lodging services; and,

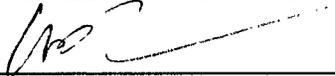
WHEREAS, these participating entities desire to amend and replace the existing Joint Powers Agreement consistent with the provisions set forth in Amendment No. 4; and,

WHEREAS, the Natrona County Travel and Tourism Joint Powers Board will provide an efficient, orderly, and feasible method to collect and distribute the proceeds of the Lodging Tax defined in Section 39-15-101(a)(i), Wyoming Statutes, 2016, as amended and imposed pursuant to Section 39-15-203(a)(ii), Wyoming Statutes, 2016, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute and the City Clerk to attest a Resolution authorizing Amendment No. 4 to the Natrona County Travel and Tourism Joint Powers Agreement by and between the participating agencies of the City of Casper, Town of Edgerton, Town of Mills, Town of Bar Nunn, Town of Midwest, Town of Evansville, and Natrona County.

PASSED, APPROVED, AND ADOPTED THIS \_\_\_\_\_ day \_\_\_\_\_ 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

June 6, 2017

**MEMO TO:** Liz Becher, Interim City Manager *LB*

**FROM:** Tracey L. Belser, Assistant City Manager/Support Services Director *LB*  
Pete Meyers, Assistant Support Services Director  
Carla Mills-Laatsch, Licensing Specialist

**SUBJECT:** Authorizing BrewStory, LLC, d.b.a Frontier Brewing Company, Located at 117 East 2<sup>nd</sup> Street to sell malt beverages.

**Meeting Type & Date**

Regular Council Meeting  
June 20, 2017

**Action type**

Minute Action

**Recommendation**

That Council, by minute action, Authorize BrewStory, LLC, d.b.a Frontier Brewing Company, Located at 117 East 2<sup>nd</sup> Street to Sell other Malt Beverages as Described in Municipal Ordinance 5.08.025 (B) (1).

**Summary**

The City of Casper has received a request from BrewStory, LLC, d.b.a Frontier Brewing Company, located at 117 East 2<sup>nd</sup> Street to sell malt beverages that were produced at other breweries at their place of business.

Per Wyoming State Statute 12-4-412 (B) (i) and Municipal code 5.08.025 (B) (1), the City Council may allow Microbreweries to sell other malt beverages for on-premises consumption when obtained through licensed wholesale malt beverage distributors. BrewStory, LLC will still be required to produce a minimum of 50 barrels of their own malt beverage each liquor license year, which is April 1 to March 31.

**Financial Considerations**

No Financial Considerations

**Oversight/Project Responsibility**

Carla Mills-Laatsch, Licensing Specialist, Support Services

**Attachments**

Letter from BrewStory, LLC.

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**BREWSTORY LLC**

307-707-0654

todd@adbay.com

PO Box 685, Casper WY 82602

June 6th, 2017

Mayor Kenyne Humphrey  
Members of City Council  
City of Casper  
200 North David Street  
Casper, WY 82601

RE: Frontier Brewing Company

Dear Mayor Humphrey and Council,

We appreciate the previous support of council including the recent approval of our Microbrewery License Application. Once officially open and operating, we would like to seek permission to sell other malt beverages under our microbrewery permit for on-premises consumption when obtained through a licensed malt beverage distributor, which is allowable under WS 12-4412(b)(i).

This request was included in our original Microbrewery License Application in a letter dated March 15th, 2017.

I appreciate your attention to this request, and I am happy to provide any additional information or address any questions you or city council may have.

Sincerely,



Todd Titus

Member

BrewStory LLC (dba Frontier Brewing Company)