

REGULAR COUNCIL MEETING
Tuesday, May 2, 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. Presentations will be Limited to Five Minutes or Less per Person.
- 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 APRIL 17, 2017 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 23, 2017
4. CONSIDERATION OF MINUTES OF THE APRIL 18, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 25, 2017
5. CONSIDERATION OF BILLS AND CLAIMS

6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish May 16, 2017, as the Public Hearing Date for Consideration of:
 - a. **Alcohol Ordinance Changes** Pertaining to **Dispensing Rooms**.
2. Establish June 6, 2017, as the Public Hearing Date for Consideration of:
 - a. **Community Development Block Grant 2017-2018 Annual Action Plan**.

7. SECOND READING ORDINANCES

A. Consent

1. **Amendment to the Old Yellowstone District Form-Based Code**, as it Pertains to **Off Street Parking Requirements**.
2. **Amendment to the Old Yellowstone District Form-Based Code**, Pertaining to the **Goals and Intent of the Old Yellowstone District, and the Clarification of Prohibited Uses**.
3. **Replat and a Zone Change** for the Proposed **C85 Addition**.

8. RESOLUTIONS

A. Consent

1. Approving a **Franchise Extension Agreement** with **Rocky Mountain Power**.
2. Authorizing Agreement with JTL Group, Inc., dba **Knife River** in the Amount of \$229,852.28, for the **Robertson Road North Pathway Project**.
3. Authorizing Agreement with **Dave Loden Construction, Inc.**, in the Amount of \$313,829.25, for the **2017 Roof Replacements Project**.
4. Authorizing Changes to the **Fees for the Use of Parks**.
5. Authorizing Agreement with **Terracon Consultants, Inc.**, in the Amount of \$28,969, for the Casper Regional Landfill Lifetime Permit Annual Reporting and Monitoring Project.
6. Authorizing Agreement with **Recykling Industrial Repairs, Inc.**, in the Amount of \$60,000, for the Baler Gather Cylinders Repairs Project.

8. RESOLUTIONS (continued)

A. Consent

7. Authorizing an Amendment to the Lease Agreement with the **Mike Sedar BMX Parents' Association** to Construct a **BMX Pump Track** on the Existing Miniature Golf Area of Mike Sedar Park.
8. Approving a **Natrona County Plat, "Pfaff Simple Subdivision."**
9. Approving the **Site Plan** for the **Raven Crest Apartments**.
10. **Renaming Bit Lane and Spur Place**, Located in the Fairgrounds Home Addition, and Authorizing and Directing the Resolution to be Recorded in the Office of the Natrona County Clerk.

9. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of Two (2) New **Utility Vehicles**, from **Stotz Equipment**, Evansville, Wyoming, in the Estimated Total Amount of \$12,400, for Use by the Parks Division of the Public Services Department.
2. Authorizing the Purchase of One (1) **Heavy Duty Tandem Axle Truck Chassis**, from **CMI-Teco**, Mills, Wyoming, in the Estimated Total Amount of \$108,087, for Use by the Waste Water Collection Division of the Public Services Department.

10. COMMUNICATIONS

A. From Persons Present

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

12. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, May 16, 2017 – Council Chambers

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

Work sessions

4:30 p.m. Tuesday, May 9, 2017 – Hogadon Tour

4:30 p.m. Tuesday, May 23, 2017– Council Meeting Room

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
April 17, 2017

Casper City Council met in special session at 3:00 p.m., Monday, April 17, 2017. Present: Councilmembers Hopkins, Huckabay, Johnson, Morgan, Pacheco, Powell, Walsh and Mayor Humphrey.

Mayor Humphrey led the audience in the Pledge of Allegiance.

Mayor Humphrey opened sealed bids for the following four (4) City-owned properties that were advertised for bid on March 20, 27, and April 3, 2017: Fire Station No. 6, Wolf Creek Cemetery Parcel, 777 Bernadine Street, and 334 Lark Street. The Mayor read aloud each bidder's name, the property being bid upon, and bid amount. There were seven (7) bids in total.

Mayor Humphrey directed staff to validate the bids and present recommendations at a future work session.

Mayor Humphrey noted the next meetings of the City Council will be a regular Council meeting to be held at 6:00 p.m., Tuesday, April 18, 2017, in the Council Chambers; and a work session to be held at 4:30 p.m., Tuesday, April 25, 2017, in the Council's meeting room.

At 3:08 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Huckabay, to adjourn into executive session to consider the appointment or employment of a public officer, professional person, or employee pursuant to Wyoming State Statute 16-4-405. Motion passed.

At 4:07 p.m., it was moved by Councilmember Morgan, seconded by Councilmember Huckabay, to adjourn the executive session. Motion passed.

Moved by Councilmember Pacheco, seconded by Councilmember Walsh, to, by minute action adjourn the special session. Motion passed.

The meeting was adjourned at 4:10 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
April 18, 2017

Casper City Council met in regular session at 6:00 p.m., Tuesday, April 18, 2017. Present: Councilmembers Hopkins, Huckabay, Johnson, Morgan, Pacheco, Walsh and Mayor Humphrey. Absent: Councilmember Powell.

Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by minute action, excuse the absence of Councilmember Powell. Motion passed.

Mayor Humphrey led the audience in the Pledge of Allegiance.

Moved by Councilmember Pacheco, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the April 4, 2017, regular Council meeting, as published in the Casper-Star Tribune on April 14, 2017. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Walsh, to, by minute action, approve payment of the April 18, 2017, bills and claims, as audited by Acting City Manager Becher. Motion passed.

Bills & Claims
04/18/17

71Const	Services	\$19,419.29
71Construction	Projects	\$176,105.19
A Montes	Reimb	\$100.00
A-1	Services	\$130.00
AMBI	Services	\$2,024.37
ArrowheadHeating	Services	\$360.00
B Marshall	Reimb	\$75.00
Balefill	Services	\$104,117.87
BankOfAmerica	Goods	\$138,060.86
BRaver	Services	\$30.00
CarolinaSoftware	Services	\$700.00
Caselle	Services	\$75.00
CasparBuildSystems	Services	\$266,705.00
CasperAmateurHockey	Funding	\$4,744.44
CasperPubUtilities	Services	\$128.15
CentralPaint&Body	Services	\$1,226.40
Centurylink	Services	\$19,650.83
Ch2mhill	Svc	\$1,304.99
Chromascape	Goods	\$14,104.00
CityofCasper	Services	\$1,785.00
CivilEngineeringProfessionals	Projects	\$18,486.50
CollectionCenter	Services	\$477.49

CommTech	Goods	\$5,907.17
CriswellTrucking	Services	\$240.00
DeltaConst	Services	\$449,886.00
DeltaDental	Services	\$53,879.95
DesertMtn	Goods	\$3,846.13
DvdsnFxdMgmt	Services	\$3,646.56
FirstData	Services	\$359.99
FirstInterstateBank	Services	\$3,862.15
GarlickLaw	Services	\$445.49
GMarshInc	Services	\$1,137.38
GolderAssociates	Services	\$9,582.75
GPCArchctcs	Services	\$11,965.45
HedquistConstruction	Projects	\$92,953.65
HewlettPackard	Goods	\$1,180.00
Homax	Goods	\$3,417.54
InbergMillerEngineers	Services	\$21,272.93
JMcGoonan	Reimb	\$81.96
JTLGroup	Services	\$71,369.56
KCWY-TV	Services	\$350.00
KubwaterResources	Goods	\$4,839.01
LongBuildingTech	Services	\$1,924.01
McMurryReadyMix	Goods	\$1,167.75
ModernElectric	Services	\$10,000.00
NationalBenefitServices	Services	\$420.75
NevesUniforms	Goods	\$19.94
NicolaysenMuseum	Funding	\$5,460.00
NordicSound	Goods	\$6,715.00
NrthrnLghtsMfg	Services	\$7,515.00
Pepsi	Goods	\$284.15
Pntwrks	Services	\$217.27
PostalPros	Services	\$6,790.91
ProforceLawEnforcement	Goods	\$10,016.01
Raftelis	Services	\$1,044.05
RecycledMaterials	Services	\$9,554.90
RegionalWater	Services	\$246,220.52
RockyMtnPower	Services	\$101,250.82
RotaryClub	Dues	\$217.00
SBruce	Reimb	\$27.50
SchwartzBonWalkerStuder	Services	\$6,292.00
ScsAquaterra	Services	\$164,693.50
Smarsh	Services	\$1,821.00
SourceGas	Services	\$42,401.85
Spectrum	Funding	\$29,180.00
StantecConsultingSvcsInc	Projects	\$1,233.00
StarLineFeeds	Goods	\$365.45
Tweed'sWholesale	Goods	\$409.80

W Gonzales	Reimb	\$98.90
WardwellWater&Sewer	Services	\$14.28
WaterTechnologyGroup	Services	\$14,761.60
WesternWaterConsult	Services	\$5,289.23
WestPlainsEngineering	Services	\$720.00
WyConferenceMuniCourts	Services	\$555.00
WyEarthmoving	Services	\$44,822.43
WyLawEnforcementAcademy	Services	\$3,158.00
WyOffice Products	Supplies	\$10,000.00
		\$2,244,695.67

Mayor Humphrey then described a new cross-training program that allows City of Casper Community Department staff members to perform fire safety inspections. Mayor Humphrey recognized Dan Elston, Casper Building Inspector Supervisor, and Justin Smith, Casper Community Risk Reduction Officer, for their leadership in working on this project. Mayor Humphrey presented certificates of recognition to Jim Bowden, Justin Scott, Shawn Barrett, and Katie May for the successful completion of their training. Bill McCloy was also recognized but was not at the meeting. Mr. Smith then gave a ball cap and polo shirt to each of the staff members to signify that they are City fire inspectors.

Mayor Humphrey opened the public hearing for the consideration of the amendment of parking regulations in the Old Yellowstone District and South Poplar Street Corridor Form-Based Code.

City Attorney Luben entered two (2) exhibits: correspondence from Liz Becher, to V.H. McDonald, dated March 16, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated April 4, 2017. Acting City Manager Becher provided a brief report.

There being no one to speak for or against the issues involving the parking regulations, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 6-17
AN ORDINANCE AMENDING SECTION 17.94.100 OF THE
CASPER MUNICIPAL CODE PERTAINING TO PARKING
REGULATIONS IN THE OLD YELLOWSTONE DISTRICT
AND SOUTH POPLAR STREET CORRIDOR (OYDSPC)
FORM-BASED CODE.

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

Mayor Humphrey opened the public hearing for the consideration of amendment of the intent and uses pertaining to the Old Yellowstone District and South Poplar Street Corridor Form-Based Code.

City Attorney Luben entered two (2) exhibits: correspondence from Craig Collins, to Liz Becher, dated March 16, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated April 4, 2017. Acting City Manager Becher provided a brief report.

There being no one to speak for or against the issues involving the code updates to the OYDSPC Form-based Code, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 7-17
AN ORDINANCE AMENDING SECTION 17.94.010 AND
17.94.030 OF THE CASPER MUNICIPAL CODE,
PERTAINING TO THE OLD YELLOWSTONE DISTRICT AND
SOUTH POPLAR STREET CORRIDOR FORM-BASED CODE.

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

Mayor Humphrey opened the public hearing for the consideration of the replat, subdivision agreement and zone change for the C85 Addition.

City Attorney Luben entered two (2) exhibits: correspondence from Craig Collins, to Liz Becher, dated March 20, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated April 3, 2017. Acting City Manager Becher provided a brief report.

Speaking in support were: Pat Sweeney, 951 N. Kimball; and Tony Cercy, 4410 Wolf Creek.

There being no others to speak for or against the issues involving the C85 Addition, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 8-17
AN ORDINANCE APPROVING A REPLAT, SUBDIVISION
AGREEMENT AND ZONE CHANGE FOR THE C85
ADDITION IN THE CITY OF CASPER, WYOMING.

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

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

ORDINANCE NO. 5-17
AN ORDINANCE APPROVING A REPLAT AND
ESTABLISHING ZONING FOR THE PROPOSED LOT 7,
BLOCK 200, IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to vacate and replat the East 25 Feet of Lot 1, the North Portions of Lots 1, 2, 3 and 4, all of Block 200 of the City of Casper, and Portions of Lots 2, 3, 4, 6, 8 and 9 and all of Lot 5, Block 201 of the City of Casper, and to vacate a portion of Mitchell Street adjacent to Lot 1, Block 200 of the City of Casper, Wyoming, to create Lot 7, Block 200 of the City of Casper; and,

WHEREAS, an application has been made to establish zoning for a portion of the proposed Lot 7, Block 200, City of Casper, to R-2 (One Unit Residential); and,

WHEREAS, this vacation, replatting, and zoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation and replat creating Lot 7, Block 200, City of Casper; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council zone proposed Lot 7, Block 200, City of Casper as PH (Park Historic); 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 ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

The vacation and replat creating Lot 7, Block 200 of the City of Casper is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, said documents.

SECTION 2:

The zoning of Lot 7, Block 200 of the City of Casper shall be PH (Park Historic).

SECTION 3:

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

PASSED on 1st reading the 21st day of March, 2017.

PASSED on 2nd reading the 4th day of April, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 18th day of April, 2017.

Councilmember Pacheco presented the one (1) foregoing consent agenda ordinance for adoption, on third reading. Seconded by Councilmember Hopkins. Motion passed.

Following resolution read:

RESOLUTION NO. 17-47

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH THE CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC FOR PROFESSIONAL SERVICES FOR AN INDEPENDENT COMPREHENSIVE ANALYSIS OF CASPER POLICE DEPARTMENT SERVICES.

Councilmember Morgan presented the foregoing resolution for adoption. Seconded by Councilmember Hopkins. Acting City Manager Becher provided a brief report.

Moved by Councilmember Walsh, seconded by Councilmember Johnson, to table further consideration of the resolution. Councilmembers Johnson and Walsh, and Mayor Humphrey voted aye. Motion to table failed.

After further discussion, a vote on the motion to approve Resolution No. 17-47 resulted in all ayes, except Mayor Humphrey who voted nay. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-48

A RESOLUTION AUTHORIZING A CONTRACT WITH AAA LANDSCAPING FOR WEED/GRASS CUTTING AND REMOVAL AND LITTER/TRASH REMOVAL.

RESOLUTION NO. 17-49

A RESOLUTION AUTHORIZING A CONTRACT WITH DOUBLE J'S MOW N SNOW FOR WEED/GRASS CUTTING AND REMOVAL AND LITTER/TRASH REMOVAL.

RESOLUTION NO. 17-50

A RESOLUTION AUTHORIZING A CONTRACT WITH HOLESHOT LAWN CARE SERVICE LLC FOR WEED/GRASS CUTTING AND REMOVAL AND LITTER/TRASH REMOVAL.

RESOLUTION NO. 17-51

A RESOLUTION AUTHORIZING A CONTRACT WITH TWO BROTHERS LAWN SERVICE LLC FOR WEED/GRASS CUTTING AND REMOVAL AND LITTER/TRASH REMOVAL.

RESOLUTION NO. 17-52

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE LEASE AGREEMENT WITH THE CASPER SOCCER CLUB FOR THE OPERATION OF THE CONCESSIONS BUILDING AT THE NORTH CASPER SOCCER COMPLEX.

RESOLUTION NO. 17-53

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT WITH THE CASPER SOCCER CLUB FOR THE OPERATION OF THE NORTH CASPER SOCCER COMPLEX.

RESOLUTION NO.17-54

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH CASPER MIDGET FOOTBALL ASSOCIATION, FOR USE OF THE FIELDS LOCATED AT THE WASHINGTON PARK BALLFIELD AND THE GEORGE TANI COMPLEX.

RESOLUTION NO. 17-55

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE CASPER COBRAS, FOR THE OPERATION OF THE 13TH & SYCAMORE BALLFIELDS.

RESOLUTION NO. 17-56

A RESOLUTION AUTHORIZING A FUNDING AGREEMENT BETWEEN THE CITY OF CASPER AND THE NATRONA COUNTY CONSERVATION DISTRICT.

RESOLUTION NO. 17-57

A RESOLUTION AUTHORIZING A CONTRACT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE NORTH MCKINLEY STREET RAILROAD UNDERPASS DRAINAGE REPAIRS.

RESOLUTION NO. 17-58

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN PLAINS LANDSCAPING LLC, DBA 3 CORD CONSTRUCTION, FOR THE MIKE SEDAR POOL COVER.

RESOLUTION NO.17-59

A RESOLUTION AUTHORIZING ACCEPTANCE OF A TRAILS GRANT FROM KEEP AMERICA BEAUTIFUL.

RESOLUTION NO. 17-60

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH DANA KEPNER COMPANY OF WYOMING, INC., FOR THE 2017 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

RESOLUTION NO. 17-61

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH WATERWORKS INDUSTRIES, INC., FOR THE 2017 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

RESOLUTION NO. 17-62

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR THE 2017 CHIP SEAL PROJECT, PROJECT NO. 17-027.

RESOLUTION NO. 17-63

A RESOLUTION AUTHORIZING AN AGREEMENT WITH FULL CONTACT CONCRETE, LLC, FOR THE 5TH STREET CURB & GUTTER PROJECT.

RESOLUTION NO. 17-64

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ELECTRONIC RECYCLERS INTERNATIONAL, INC., FOR PROCESSING, DECONSTRUCTION AND RECYCLING OF ELECTRONICS WASTE FOR THE CASPER REGIONAL SOLID WASTE FACILITY.

RESOLUTION NO. 17-65

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH INBERG-MILLER ENGINEERS, FOR THE 2017 CONSTRUCTION TESTING AND MATERIAL SAMPLING PROJECT.

RESOLUTION NO. 17-66

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR A SYSTEM INVESTMENT CHARGE UPDATE STUDY FOR THE REGIONAL WATER SYSTEM AND THE CITY OF CASPER.

Councilmember Walsh presented the foregoing nineteen (19) resolutions for adoption. Seconded by Councilmember Hopkins. Motion passed.

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

1. approve the acceleration of the City Manager's retirement as set forth in the letter from Council leadership to V.H. McDonald and his confirming response letter, all dated 04/17/2017.
2. appoint Liz Becher as interim City Manager pending the filling of the position of City Manager.
3. authorize the purchase of one (1) used John Deere Gator with Dakota 410 Turf Tender, from Stotz Equipment, in the estimated total amount of \$39,159.11.
4. Authorize the purchase of one (1) used Genie Tele-Handler, in the estimated total amount of \$35,540.
5. authorize the purchase of two (2) new belly deck mowers, from Stotz Equipment, in the estimated total amount of \$26,051.50.
6. authorize the purchase of one (1) new half ton 4x4 pick-up with options, from Fremont Motor Company-Lander, in the estimated total amount of \$30,448.
7. authorize the purchase of four (4) new half ton 4x4 pick-ups with options, from Fremont Motor Company-Casper, in the estimated total amount of \$101,184.30.
8. authorize the Mayor to sign a letter of support to be included in the City's application to become a part of the American Association of Retired Persons Network of Age-Friendly Communities.
9. appoint Councilman Bob Hopkins to the Central Wyoming Regional Water System Joint Powers Board, for the remainder of one (1), three (3) year term expiring December 31, 2019.

Motion passed.

Individuals addressing the Council were: Dennis Steensland, 533 S. Washington, regarding the Mike Sedar pool cover, Council etiquette, and the Fraternal Order of Police (FOP) survey; Ken Ball, 4521 E. 21st, regarding Council behavior recently, and changing the form of government in Casper; Kyle True, 5820 S. Poplar, supporting the needs of sexual assault victims and the decision to approve the contract for an analysis of the Casper Police Department services, and urging Council to carefully select the next City Manager; Mike Allen, 6949 Umpqua River Road, thanking Council for approving the lease for the Casper Cobras; Shannon Eli, 2382 Sagewood, inviting Council to a child safety event in June; and Tracy LaMont, 721 E. 12th, regarding the culture in the Casper Police Department and the differences of opinion within the Council.

Mayor Humphrey called for a brief recess at 7:15 p.m. Mayor Humphrey reconvened the meeting at 7:23 p.m.

Individuals addressing the Council were: Connie Baker-Wolf, 3850 E. 14th, supporting the decision for an analysis of the Casper Police Department services and stating concerns about the release of the FOP survey results; Janel Korhonen-Goff, 2094 Fontenelle, stating that the analysis of the Police Department services is needed so that the Generation Casper project will be successful; Twila Eli, 2382 Sagewood, providing further details and inviting Council to the bicycle safety day; Keith Goodenough, 333 S. Socony, stating intentions to start a petition for a special election to change the form of government in Casper, history of a taped Police Department conversation, ability of City employees to make anonymous complaints, and review of the quality of the broadcast of Council meetings; Pat Sweeney, 951 N. Kimball,

acknowledging V.H. McDonald's work for the City and encouraging careful selection for his replacement, urging Council to select a different firm than previously used to fill the City Manager vacancy, and thanking City Attorney Luben for his service; Paul Paad, 2781 Cherokee, stating that issues at the Police Department have been long-term and urging Council to plan for long-term oversight of the department in the future; and Danica Sveda, 1817 S. Chestnut, supporting the Chief of Police as well as the need for the analysis of the Casper Police Department services.

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, April 25, 2017, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, May 2, 2017, in the Council Chambers.

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

The meeting was adjourned at 8:05 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

71 CONSTRUCTION, INC.

12023HP 1/2" HOT MIX ASPHALT	\$281.34	
12037HP 1/2" HOT MIX ASPHALT	\$541.62	
12032HP 1/2" HOT MIX ASPHALT	\$447.66	
12050HP 1/2" HOT MIX ASPHALT	\$272.70	
	\$1,543.32	Subtotal for Dept. Streets
	\$1,543.32	Subtotal for Vendor

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

17-03-333 POSTAGE	\$1.14	
	\$1.14	Subtotal for Dept. City Manager
17-03-340 POSTAGE	\$0.57	
	\$0.57	Subtotal for Dept. Council
17-03-336 POSTAGE	\$4.56	
	\$4.56	Subtotal for Dept. Fort Caspar
17-03-345 POSTAGE	\$2.28	
17-03-342 POSTAGE	\$60.99	
	\$63.27	Subtotal for Dept. Water
	\$69.54	Subtotal for Vendor

A-1 PORTABLES & SERVICES

1659 PORTABLES	\$110.00	
	\$110.00	Subtotal for Dept. Balefill
	\$110.00	Subtotal for Vendor

BENJAMIN COURT

002 METH CONFERENCE SPEAKER FEE	\$3,171.20	
	\$3,171.20	Subtotal for Dept. Police Grants
	\$3,171.20	Subtotal for Vendor

BLACK HILLS ENERGY

RIN0027599 NATURAL GAS	\$5,403.87	
	\$5,403.87	Subtotal for Dept. Water Treatment Plant
	\$5,403.87	Subtotal for Vendor

BOYS & GIRLS CLUBS OF CENTRAL WY

4240 FUNDING	\$18,321.25	
	\$18,321.25	Subtotal for Dept. One Cent #15
	\$18,321.25	Subtotal for Vendor

BUREAU OF RECLAMATION

90523957 KENDRICK PROJECT WATER SUPPLY	\$232.40	
	\$232.40	Subtotal for Dept. Water
	\$232.40	Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.

78807-30 PROGRAMMABLE LOGIC REPLACEMENT	\$10,708.83	
	\$10,708.83	Subtotal for Dept. Waste Water

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

BURNS & MCDONNELL ENGINEERING CO., INC.

\$10,708.83 Subtotal for Vendor

CASPER MUSEUM CONSORTIUM

RIN0027593 ECLIPSE COLOR BOOK SPONSORSHIP

\$250.00

\$250.00 Subtotal for Dept. Social Community Services

\$250.00 Subtotal for Vendor

CENTRAL MECHANICAL INSULATION, INC

8504 HEAT EXCHANGE INSULATION

\$1,000.00

\$1,000.00 Subtotal for Dept. Waste Water

\$1,000.00 Subtotal for Vendor

CENTURYLINK

RIN0027613 PHONE USE

\$38.22

\$38.22 Subtotal for Dept. Balefill

RIN0027601 PHONE USE

\$0.09

RIN0027601 PHONE USE

\$0.18

\$0.27 Subtotal for Dept. Casper Events Center

RIN0027608 PHONE USE

\$7.45

\$7.45 Subtotal for Dept. Cemetery

RIN0027601 PHONE USE

\$0.09

\$0.09 Subtotal for Dept. Engineering

RIN0027601 PHONE USE

\$57.86

\$57.86 Subtotal for Dept. Fire

RIN0027601 PHONE USE

\$0.09

\$0.09 Subtotal for Dept. Municipal Court

RIN0027601 PHONE USE

\$60.78

\$60.78 Subtotal for Dept. Parking

RIN0027601 PHONE USE

\$0.09

\$0.09 Subtotal for Dept. Police

RIN0027615 PHONE USE

\$38.22

\$38.22 Subtotal for Dept. Waste Water

\$203.07 Subtotal for Vendor

CH DIAGNOSTIC & CONSULTING SVC., INC.

20170265 COMPLIANCE TESTING

\$435.00

\$435.00 Subtotal for Dept. Water Treatment Plant

\$435.00 Subtotal for Vendor

CH2M HILL, INC.

381100501 PRELIMINARY FACILITIES PLAN

\$7,562.40

\$7,562.40 Subtotal for Dept. Waste Water

\$7,562.40 Subtotal for Vendor

CIGNA HEALTH & LIFE INSURANCE COMPANY

2112715 PLAN ADMIN FEES

\$11,984.49

\$11,984.49 Subtotal for Dept. Health Insurance

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

CIGNA HEALTH & LIFE INSURANCE COMPANY

\$11,984.49 Subtotal for Vendor

CITY OF CASPER

5128/150902 GIS SERVICES

\$982.70

5128/150902 GIS SERVICES

\$9,350.64

\$10,333.34 Subtotal for Dept. Metropolitan Planning

150805 SOCCER CLUB SPRING JAMBOREE

\$68.50

150910 SOCCER CLUB SPRING JAMBOREE

\$500.00

\$568.50 Subtotal for Dept. Social Community Services

\$10,901.84 Subtotal for Vendor

CITY OF CASPER - BALEFILL

1339/150734 SANITATION

\$461.83

1339/150862 SANITATION

\$15.00

\$476.83 Subtotal for Dept. Casper Events Center

1967/150852 SANITATION

\$250.00

\$250.00 Subtotal for Dept. Code Enforcement

525/150991 SANITATION

\$22.09

\$22.09 Subtotal for Dept. Hogadon

2772/150956 SANITATION

\$6,472.37

2772/150778 SANITATION

\$5,711.44

2772/150837 SANITATION

\$5,385.73

2772/150799 SANITATION

\$5,497.51

2772/150867-875 SANITATION

\$5,568.99

2772/150936 SANITATION

\$6,189.90

2772/150738 SANITATION

\$6,125.00

2772/150992 SANITATION

\$6,460.11

\$47,411.05 Subtotal for Dept. Refuse Collection

1276/150865 SANITATION

\$853.82

1276/150955 SANITATION

\$140.06

1276/150775 SANITATION

\$128.78

\$1,122.66 Subtotal for Dept. Waste Water

\$49,282.63 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

75870 REPLACE GUN LOCK SOLENOIDS

\$103.00

\$103.00 Subtotal for Dept. Police

\$103.00 Subtotal for Vendor

CRIME SCENE INFORMATION

157-12-062 CRIME STOPPERS LINE

\$86.25

\$86.25 Subtotal for Dept. Police

\$86.25 Subtotal for Vendor

DELL MARKETING LP

10156273323 OFFICE365 LICENSE RENEWAL 2017

\$270.89

\$270.89 Subtotal for Dept. Aquatics

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

DELL MARKETING LP

10156273323 OFFICE365 LICENSE RENEWAL 2017	\$1,805.96	
	\$1,805.96 Subtotal for Dept.	Balefill
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$722.38	
	\$722.38 Subtotal for Dept.	Buildings & Structures
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$90.30	
	\$90.30 Subtotal for Dept.	Casper Events Center
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$361.19	
	\$361.19 Subtotal for Dept.	Cemetery
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$541.79	
10161161143 OFFICE PRO PLUS SOFTWARE	\$345.47	
	\$887.26 Subtotal for Dept.	City Attorney
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$451.49	
	\$451.49 Subtotal for Dept.	City Manager
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$993.28	
	\$993.28 Subtotal for Dept.	Code Enforcement
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$1,805.96	
	\$1,805.96 Subtotal for Dept.	Communications Center
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$812.64	
	\$812.64 Subtotal for Dept.	Council
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$902.98	
	\$902.98 Subtotal for Dept.	Engineering
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$722.38	
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$993.28	
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$812.68	
	\$2,528.34 Subtotal for Dept.	Finance
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$7,043.24	
	\$7,043.24 Subtotal for Dept.	Fire
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$1,083.58	
	\$1,083.58 Subtotal for Dept.	Fleet Maintenance
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$541.79	
	\$541.79 Subtotal for Dept.	Fort Caspar
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$90.30	
	\$90.30 Subtotal for Dept.	Golf Course
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$541.79	
	\$541.79 Subtotal for Dept.	Hogadon
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$451.49	
	\$451.49 Subtotal for Dept.	Human Resources
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$361.19	
	\$361.19 Subtotal for Dept.	Ice Arena
10161161151 OFFICE PRO PLUS SOFTWARE	\$690.94	
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$1,625.36	
	\$2,316.30 Subtotal for Dept.	Information Services
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$1,083.58	
	\$1,083.58 Subtotal for Dept.	Metro Animal
10161161127 OFFICE PRO PLUS SOFTWARE	\$312.62	

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

DELL MARKETING LP

10161161127 OFFICE PRO PLUS SOFTWARE	\$32.85		
	\$345.47	Subtotal for Dept.	Metropolitan Planning
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$541.79		
	\$541.79	Subtotal for Dept.	Municipal Court
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$1,083.58		
	\$1,083.58	Subtotal for Dept.	Parks
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$632.09		
	\$632.09	Subtotal for Dept.	Planning
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$10,655.16		
	\$10,655.16	Subtotal for Dept.	Police
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$180.60		
	\$180.60	Subtotal for Dept.	Property & Liability Insurance
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$902.98		
	\$902.98	Subtotal for Dept.	Recreation
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$632.09		
	\$632.09	Subtotal for Dept.	Refuse Collection
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$451.49		
	\$451.49	Subtotal for Dept.	Sewer
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$1,083.58		
	\$1,083.58	Subtotal for Dept.	Streets
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$1,715.66		
	\$1,715.66	Subtotal for Dept.	Waste Water
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$1,805.96		
	\$1,805.96	Subtotal for Dept.	Water
10156273323 OFFICE365 LICENSE RENEWAL 2017	\$993.28		
	\$993.28	Subtotal for Dept.	Water Treatment Plant
	\$46,169.66	Subtotal for Vendor	

DELTA DENTAL PLAN OF WY.

RIN0027618 DENTAL INSURANCE	\$1,570.80		
	\$1,570.80	Subtotal for Dept.	Health Insurance
	\$1,570.80	Subtotal for Vendor	

DESERT MTN. CORP.

16-52454 ICE SLICER	\$3,878.49		
16-52478 ICE SLICER	\$3,811.28		
16-51856 ICE SLICER	\$4,876.74		
16-51855 ICE SLICER	\$4,911.59		
	\$17,478.10	Subtotal for Dept.	Snow Removal
	\$17,478.10	Subtotal for Vendor	

DOUBLE D WELDING & FABRICATION INC.

4078 WIND FENCE SUPPORTS	\$2,540.00		
	\$2,540.00	Subtotal for Dept.	Balefill
4179 WASHED OUT 4in THREADS	\$105.00		
4150 REPAIR TANK LEAK	\$70.00		

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

DOUBLE D WELDING & FABRICATION INC.

4156 REPAIR CRACKS IN BUCKET

\$865.00
\$1,040.00 Subtotal for Dept. Fleet Maintenance
\$3,580.00 Subtotal for Vendor

ELIZABETH BECHER

RIN0027609 ROTARY DUES REIMBURSEMENT

\$217.00
\$217.00 Subtotal for Dept. Planning
\$217.00 Subtotal for Vendor

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

4849 TRUCK BARN SURGE TANK

\$303.85
\$303.85 Subtotal for Dept. Refuse Collection
\$303.85 Subtotal for Vendor

FAMILY JOURNEY CENTER

CPS2616155 FUNDING

\$969.04
\$969.04 Subtotal for Dept. One Cent #15
\$969.04 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1239306 CREDIT CARD FEES

\$148.63
\$148.63 Subtotal for Dept. Cemetery

REMI1239305 CREDIT CARD FEES

\$77.29
\$77.29 Subtotal for Dept. Engineering

REMI1239303 CREDIT CARD FEES

\$63.60
\$63.60 Subtotal for Dept. Police
\$289.52 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0027604 BANK BAGS

\$55.24

RIN0027605 BANK BAGS

\$93.50

\$148.74 Subtotal for Dept. Balefill
\$148.74 Subtotal for Vendor

FISCHER BODY SHOP CORP.

24499 BODY SHOP REPAIRS

\$4,608.94
\$4,608.94 Subtotal for Dept. Fleet Maintenance
\$4,608.94 Subtotal for Vendor

FORREST HIDAY

77967 BOOT REIMBURSEMENT

\$52.50
\$52.50 Subtotal for Dept. Fleet Maintenance
\$52.50 Subtotal for Vendor

GARAGE DOOR DUDES

27 GARAGE DOOR SERVICE

\$8,000.00
\$8,000.00 Subtotal for Dept. Fleet Maintenance

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

GARAGE DOOR DUDES

\$8,000.00 Subtotal for Vendor

GARLICK LAW OFFICE PC

RIN0027570 COURT APPOINTED ATTORNEY

\$437.87

\$437.87 Subtotal for Dept. Municipal Court

\$437.87 Subtotal for Vendor

GARY G. WAY

RIN0027611 MILEAGE REIMBURSEMENT

\$210.45

\$210.45 Subtotal for Dept. City Attorney

\$210.45 Subtotal for Vendor

GEM CITY ROOFING INC.

6240 HOME REHABILITATION

\$3,086.00

\$3,086.00 Subtotal for Dept. CDBG

\$3,086.00 Subtotal for Vendor

GLOBAL SPECTRUM L.P.

201617TS-33 LIL WAYNE CASH SALE REFUNDS

\$4,685.00

\$4,685.00 Subtotal for Dept. Casper Events Center

201617TS-34 HOME & GARDEN SHOW FEES

\$1,890.00

\$1,890.00 Subtotal for Dept. Casper Events Center

\$6,575.00 Subtotal for Vendor

GREATER WYOMING BIG BROTHERS, BIG SISTERS

2015-7 FUNDING

\$3,798.53

\$3,798.53 Subtotal for Dept. One Cent #15

\$3,798.53 Subtotal for Vendor

GRIZZLY EXCAVATING & CONST. LLC.

RIN0027606 RETAINAGE

\$1,853.52

\$1,853.52 Subtotal for Dept. Capital Projects - Engineering

\$1,853.52 Subtotal for Vendor

HDR ENGINEERING, INC.

1200045887 ON-GOING STUDIES

\$5,099.77

\$5,099.77 Subtotal for Dept. Water

\$5,099.77 Subtotal for Vendor

HOMAX OIL SALES, INC.

0363578-IN BULK FUEL

\$16,448.01

\$16,448.01 Subtotal for Dept. Balefill

0364502-IN DIESEL FUEL

\$17,046.67

0364502-IN DIESEL FUEL

\$279.92

0363501-IN FLUIDS

\$89.70

0363379-IN UNLEADED FUEL

\$17,295.70

0363379-IN ADJUSTMENT

(\$0.01)

0357611-IN FLUIDS

\$496.10

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

HOMAX OIL SALES, INC.

0365031-IN BULK FLUIDS

\$1,200.00
\$36,408.08 Subtotal for Dept. Fleet Maintenance
\$52,856.09 Subtotal for Vendor

INSTALLATION & SVC. CO.

16-001-03 2016 CPU ASPHALT REPAIR

\$30,461.34
\$30,461.34 Subtotal for Dept. Water
\$30,461.34 Subtotal for Vendor

ITC ELECTRICAL TECHNOLOGIES

21553 CHANGE WIRING IN HOIST

\$995.37
\$995.37 Subtotal for Dept. Water Treatment Plant
\$995.37 Subtotal for Vendor

KNIFE RIVER/JTL

145810 3/8" WASHED ROCK

\$25.00

145809 3/8" WASHED ROCK

\$179.10

\$204.10 Subtotal for Dept. Streets
\$204.10 Subtotal for Vendor

LEADER'S EDGE CONSULTING

2196 FACILITATE GOAL SETTING

\$3,395.00
\$3,395.00 Subtotal for Dept. Council
\$3,395.00 Subtotal for Vendor

LENHART MASON & ASSOC., LLC.

60805 LEGAL

\$4,045.00
\$4,045.00 Subtotal for Dept. Property & Liability Insurance
\$4,045.00 Subtotal for Vendor

LINCOLN NATL. LIFE INS. CO.

RIN0027617 BENEFIT PAYABLE

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

LOGAN SIMPSON DESIGN INC

RIN0027610 COMPREHENSIVE PLAN UPDATE

\$1,308.75

19612 COMPREHENSIVE PLAN UPDATE

\$20,138.95

\$21,447.70 Subtotal for Dept. Planning
\$21,447.70 Subtotal for Vendor

LONG BUILDING TECHNOLOGIES

SRVCE0082627 EQUIPMENT MAINTENANCE

\$580.49
\$580.49 Subtotal for Dept. Fleet Maintenance
\$580.49 Subtotal for Vendor

MCMURRY READY MIX CO.

224780 CONCRETE

\$249.00

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

MCMURRY READY MIX CO.

224781 CONCRETE	\$435.75		
224756 CONCRETE	\$136.50		
224755 CONCRETE	\$249.00		
	\$1,070.25	Subtotal for Dept.	Streets
224725 CONCRETE	\$515.25		
	\$515.25	Subtotal for Dept.	Water
	\$1,585.50	Subtotal for Vendor	

MODERN ELECTRIC CORP.

2764 SIGNAL REPLACEMENT	\$9,565.00		
	\$9,565.00	Subtotal for Dept.	Traffic
	\$9,565.00	Subtotal for Vendor	

MOTOROLA SOLUTIONS

78383399 MAINTENANCE AGREEMENT	\$5,811.72		
	\$5,811.72	Subtotal for Dept.	Communications Center
	\$5,811.72	Subtotal for Vendor	

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

44712 AMOCO GATE PROJECT	\$500.00		
	\$500.00	Subtotal for Dept.	Balefill
AP00017904201711 METRO INTERNET SERVICES	\$1,015.00		
	\$1,015.00	Subtotal for Dept.	Finance
44656 DOMAIN REGISTRATION	\$43.00		
	\$43.00	Subtotal for Dept.	Planning
	\$1,558.00	Subtotal for Vendor	

NATIONAL BENEFIT SERVICES

587009 PLAN ADMIN FEES	\$36.00		
	\$36.00	Subtotal for Dept.	Health Insurance
	\$36.00	Subtotal for Vendor	

NATRONA COUNTY - SHERIFFS' OFFICE

2475 JUVENILE PRISONER CARE	\$7,500.00		
2476 JUVENILE PRISONER CARE	\$7,500.00		
	\$15,000.00	Subtotal for Dept.	Police
	\$15,000.00	Subtotal for Vendor	

NDE SERVICES, INC

17-246 ULTRASONIC INSPECTION OF TOWER	\$1,903.75		
	\$1,903.75	Subtotal for Dept.	Hogadon
	\$1,903.75	Subtotal for Vendor	

NEVE'S UNIFORMS, INC.

NE54045 UNIFORMS	\$64.95		
	\$64.95	Subtotal for Dept.	Police
	\$64.95	Subtotal for Vendor	

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

OLSON AUTOBODY & COLLISION CENTER

7128 BODY SHOP REPAIRS

\$726.77

\$726.77 Subtotal for Dept. Fleet Maintenance

\$726.77 Subtotal for Vendor

ONE CALL OF WY.

44447 LOCATE TICKETS

\$401.96

\$401.96 Subtotal for Dept. Sewer

44447 LOCATE TICKETS

\$491.29

\$491.29 Subtotal for Dept. Water

\$893.25 Subtotal for Vendor

P-CARD VENDORS

CORRECT TAX CORRECTION

(\$2.14)

REVERSE TAX TAX
CRED

\$2.14

\$0.00 Subtotal for Dept. Metro Animal

00045485REV TAX

\$3.57

00045485CORR TAX CORRECTION

(\$3.57)

\$0.00 Subtotal for Dept. Balefill

00056838 ARC SERVICES/TRAINING

\$35.00

00057289 INTERMOUNTAIN MOTOR

\$1,800.00

00057192 BAILEYS ACE HARDWARE

\$17.52

00057068 SUN COUNTRY DISTRIBUTION

\$919.35

00056849 BAILEYS ACE HARDWARE

\$14.28

00057097 DOLLAR TREE

\$90.80

00057337 PYROTECHS INC

\$126.66

00057372 HAWKINS INC

\$2,224.21

\$5,227.82 Subtotal for Dept. Aquatics

00057120 AIRPRO INC

\$4,904.60

00057125 AIRPRO INC

\$4,902.60

00057203 WYOMING MACHINERY

\$1,238.80

00057408 CASPER CONTRACTORS SUPPLY

\$109.67

00057422 SAMS CLUB

\$83.76

00057276 DANA KEPNER

\$2,952.50

00057422 SAMS CLUB

\$204.58

00057227 WYOMING MACHINERY

\$1,238.80

00057118 HOLIDAY INN EXPRESS

\$59.79

00057133 HOLIDAY INN EXPRESS

\$59.79

00057126 USPS

\$9.49

00057155 SOLID WASTE ASSOCIATION

\$843.00

00057426 MCCOY SALES CORPORATION

\$143.02

00057127 WYOMING RENTS

\$4,303.70

00057159 SOLID WASTE ASSOCIATION

\$212.00

00057184 CHEVRON

\$22.00

00057128 USPS

\$11.34

00057220 HAMPTON INN

\$61.08

00057247 HOLIDAY INN EXPRESS

\$54.37

00057297 HOLIDAY INN EXPRESS

\$54.82

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

P-CARD VENDORS

00056986	MICHAELS FENCE & SUPPLY	\$3,998.08	
00056584	QT 791	\$10.50	
00057304	ENTERPRISE RENT-A-CAR	\$290.68	
00057269	FERGUSON ENTERPRISES	\$29.92	
00056604	GEOTECH	\$122.75	
00057034	BAILEYS ACE HARDWARE	\$130.90	
00057275	HOLIDAY INN EXPRESS	\$163.11	
00057245	COCA COLA BOTTLING	\$7.35	
00057402	SAMS CLUB	\$9.47	
00057329	DAVIDSON MECHANICAL	\$632.00	
00057323	HOLIDAY INN EXPRESS	\$54.82	
00057284	THE HOME DEPOT	\$46.93	
00057363	HOWARD SUPPLY COMPANY	\$21.37	
00057248	CHEVRON	\$5.04	
00057380	WAL-MART	\$33.72	
00057383	DOUBLE D WELDING	\$2,540.00	
00057394	DOUBLE D WELDING	\$2,540.00	
00057397	WILD BUNCH	\$150.00	
00057431	MOUNTAIN STATES LITHOGRAPHING	\$96.40	
00057279	CHEVRON	\$25.75	
		\$32,378.50	Subtotal for Dept. Balefill
00057262	CRUM ELECTRIC SUPPLY	\$33.01	
00057263	SUTHERLANDS	(\$1,128.08)	
00056685	BAILEYS ACE H hardware	\$12.99	
00056483	BAILEYS ACE HARDWARE	\$3.49	
00056399	0970 CED	\$64.74	
00056535	BAILEYS ACE HARDWARE	\$5.58	
00056577	OREILLY AUTO	\$8.99	
00056628	CASPER WINNELSON	\$57.01	
00056636	MENARDS CASPER WY	\$43.31	
00056482	DENNIS SUPPLY COMPANY	\$5,957.47	
00056477	BLOEDORN LUMBER CASPER	\$55.68	
00056652	NORCO INC	\$20.95	
00056660	NORCO INC	\$20.95	
00056698	LONG BLDG. TECHNOLOGIES	\$324.44	
00056683	DENNIS SUPPLY COMPANY	(\$560.00)	
00057230	TOOL PARTS DIRECT	\$30.46	
00056687	BLOEDORN LUMBER CASPER	\$13.13	
00056107	AMAZON	\$41.31	
00056736	0970 CED	(\$3.08)	
00056791	DENNIS SUPPLY COMPANY	\$30.98	
00056844	SUTHERLANDS	\$1,128.00	
00056854	OVERHEAD DOOR	\$280.00	
00056857	PRAIRIE PELLA WYOMING	\$349.50	
00056874	DENNIS SUPPLY COMPANY	\$13.08	
00056893	WW GRAINGER	\$13.49	
00057134	CASPER WINNELSON	\$35.00	
00056666	BLOEDORN LUMBER CASPER	\$6.40	

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

P-CARD VENDORS

00057039	HOSE & RUBBER SUPPLY	\$13.50	
00057170	WW GRAINGER	\$10.63	
00057166	CASPER WINNELSON	\$56.94	
00057165	WYOMING STEEL AND RECYCLING	\$58.25	
00057149	BLOEDORN LUMBER CASPER	\$25.62	
00057148	HARBOR FREIGHT TOOLS	\$11.96	
00057114	DENNIS SUPPLY COMPANY	\$98.25	
00057286	GREINER FORD LINCOLN	\$16.08	
00057059	RMI WYOMING INC	\$193.32	
00057173	DENNIS SUPPLY COMPANY	\$9.11	
00057452	WW GRAINGER	\$5.30	
00057442	CPU IIT	\$1,009.90	
00057030	DENNIS SUPPLY COMPANY	\$4.04	
00056993	CASPER WINNELSON	\$10.82	
00056991	DENNIS SUPPLY COMPANY	\$10.60	
00056978	CASPER WINNELSON	\$15.00	
00056975	THE HOME DEPOT	\$137.00	
00056938	CASPER WINNELSON	\$33.84	
00056936	SUMMIT ELECTRIC, INC.	\$165.04	
00056446	DENNIS SUPPLY COMPANY	\$15.54	
00057007	DIAMOND VOGEL PAINT	\$45.66	
00057183	PACIFIC HIDE AND FUR	\$56.20	
00057219	NORCO INC	\$47.32	
00057416	NORCO INC	\$13.16	
00057438	BLOEDORN LUMBER CASPER	(\$42.99)	
00057190	BLOEDORN LUMBER CASPER	\$2.28	
00057225	WW GRAINGER	\$29.75	
00057388	NORCO INC	\$113.86	
00057314	BLOEDORN LUMBER CASPER	\$53.99	
00057201	BLOEDORN LUMBER CASPER	\$7.91	
00057198	CRUM ELECTRIC SUPPLY	\$15.80	
00057191	NORCO INC	\$47.32	
00057306	NORCO INC	\$73.95	
		\$9,223.75	Subtotal for Dept. Buildings & Structures
00057309	AMAZON	\$119.90	
00057113	MURDOCH'S RANCH & HOME	\$31.98	
00057107	WAL-MART	\$9.05	
00057254	MOUNTAIN STATES LITHOGRAPHING	\$106.00	
00056333	SIERRA INDUSTRIES	\$557.54	
00057147	THE HOME DEPOT	\$17.94	
00056912	ALPINE MOTOR SPORTS	\$224.00	
		\$1,066.41	Subtotal for Dept. Cemetery
00057231	RADISSON HOTEL	\$100.70	
00057474	ATLAS OFFICE PRODUCTS	\$62.17	
00057235	THOMSON WEST	\$99.23	
00057237	THOMSON WEST	\$1,174.47	
00057223	THOMSON WEST	\$127.37	
		\$1,563.94	Subtotal for Dept. City Attorney

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

P-CARD VENDORS

00055649	ALLURE TECH	\$168.00		
		\$168.00	Subtotal for Dept.	City Hall
00057117	AMAZON	\$2,498.00		
00057311	AMAZON	\$21.97		
00057324	AMAZON	\$203.39		
00057060	AMAZON	\$71.46		
00056911	ATLAS OFFICE PRODUCTS	\$4.14		
00057347	BEST BUY	\$79.99		
00057063	B&H PHOTO	\$8,221.10		
		\$11,100.05	Subtotal for Dept.	City Manager
00056850	NETWORK FLEET. INC.	\$227.40		
00057049	ATLAS OFFICE PRODUCTS	\$166.31		
00057025	RICOH USA, INC	\$161.48		
		\$555.19	Subtotal for Dept.	Code Enforcement
00057264	BLAKEMAN PROPANE	\$1,359.20		
00057069	BIG SKY COMMUNICATIONS	\$234.00		
00057061	FEDEX OFFICE	\$11.71		
00057033	TARGET	\$41.08		
00057045	PARTY AMERICA CASPER	\$2.61		
00057121	PUBLIC AGENCY TRAINING	\$650.00		
00057051	VERIZON	\$122.69		
00057064	AT&T	\$53.75		
00057083	DIRECTV SERVICE	\$66.99		
00057087	CHARTER COMMUNICATIONS	\$40.29		
00057115	SOURCE OFFICE AND TECHNOLOGY	\$184.34		
00057023	ROSS STORES	\$31.46		
00055555	SOURCE OFFICE AND TECHNOLOGY	\$238.62		
00056354	SOURCE OFFICE AND TECHNOLOGY	\$72.54		
00056619	SOURCE OFFICE AND TECHNOLOGY	\$69.78		
		\$3,179.06	Subtotal for Dept.	Communications Center
00056503	ATLAS OFFICE PRODUCTS	\$17.95		
		\$17.95	Subtotal for Dept.	Council
00057171	XEROX CORPORATION/RBO	\$29.28		
00057167	XEROX CORPORATION/RBO	\$139.51		
		\$168.79	Subtotal for Dept.	Engineering
00057135	BAUDVILLE INC.	\$125.85		
00057027	MOUNTAIN STATES LITHOGRAPHING	\$152.30		
00056999	SAMS CLUB	\$251.32		
00057066	MENARDS CASPER WY	\$30.21		
00057178	CARDINAL TRACKING INC	\$3,466.80		
00057070	MOUNTAIN STATES LITHOGRAPHING	\$253.35		
00056722	CPU IIT	\$599.40		
00056693	VERIZON	\$280.07		
00056703	MOUNTAIN STATES LITHOGRAPHING	\$97.95		
00056708	MOUNTAIN STATES LITHOGRAPHING	\$173.55		
00054309	FRED PRYOR CAREERTRACK	\$99.00		
00056786	CASPER COLLEGE	\$350.00		

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

P-CARD VENDORS

	\$5,879.80	Subtotal for Dept.	Finance
00057210 GOODYEAR COMMERCIAL	\$98.82		
00057222 CASPER WINNELSON	\$89.40		
00057226 S & S CASPER	\$832.19		
00057242 AGP PROPANE SERVICES	\$19.12		
00057250 NATIONALTOOLWAREHOUSE	\$60.28		
00057339 GREINER FORD LINCOLN	\$9.49		
00057287 STOTZ EQUIP-CASPER	\$28.35		
00057296 SECOND WIND PERFORMANCE	\$350.00		
00057345 INTERNATIONAL TRANSACTION	\$3.60		
00057343 GREINER FORD LINCOLN	(\$99.36)		
00056211 NATRONA CNTY WY CLERK	\$15.00		
00057335 BIG HILL SERVICES	\$360.01		
00057354 CMI-TECO	\$61.52		
00056808 USPS	\$49.00		
00057218 GREINER FORD LINCOLN	\$60.96		
00057217 DRIVE TRAIN CASPER	\$86.25		
00057215 BEARING BELT CHAIN	\$29.97		
00057215 NAPA	\$23.94		
00057215 NAPA	\$2,110.06		
00057212 GREINER FORD LINCOLN	\$12.40		
00057195 STOTZ EQUIPMENT	\$464.96		
00056992 BATTERY JUNCTION	\$18.59		
00056140 GOV TELLER NATRONA WY FEE	\$4.50		
00056829 ALSCO INC.	\$705.48		
00056114 GOV TELLER NATRONA WY FEE	\$1.50		
00056795 WYOMING STEEL AND RECYLING	\$502.76		
00057153 GOODYEAR COMMERCIAL	\$665.97		
00056222 GOV TELLER NATRONA WY FEE	\$1.50		
00056211 NATRONA CNTY WY CLERK	\$15.00		
00056211 NATRONA CNTY WY CLERK	\$15.00		
00057221 BEARING BELT CHAIN	\$21.99		
00056159 NATRONA CNTY WY CLERK	\$30.00		
00056115 GOV TELLER NATRONA WY FEE	\$4.50		
00056850 NETWORK FLEET. INC.	\$18.95		
00057273 HOSE & RUBBER SUPPLY	\$5.00		
00057001 EQUIPMENT COMPANY	\$687.75		
00057021 STOTZ EQUIPMENT	\$1,170.84		
00057326 STOTZ EQUIP-CASPER-	\$280.44		
00056800 NORCO INC	\$91.84		
00056825 LN CURTIS	\$784.78		
00057106 GREINER FORD LINCOLN	\$2.98		
00056803 DRIVE TRAIN CASPER	\$9.64		
00057293 HENSLEY BATTERY	\$392.16		
00056942 GOODYEAR COMMERCIAL	\$52.62		
00057271 STOTZ EQUIPMENT	(\$464.96)		
00057093 DRIVE TRAIN CASPER	\$80.58		
00057270 AMAZON	\$260.10		

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

P-CARD VENDORS

00057257	GREINER FORD LINCOLN	\$10.04
00056794	PETERSON EQUIPMENT	\$68.13
00057086	MURDOCH'S RANCH & HOME	\$48.24
00057300	EQUIPMENT COMPANY	\$849.14
00057138	EPA SALES	\$29.28
00057116	GREINER FORD LINCOLN	\$424.10
00057123	GREINER FORD LINCOLN	\$123.12
00057244	PACIFIC HIDE AND FUR	\$18.20
00057123	GREINER FORD LINCOLN	\$57.18
00057129	SPARTAN CHASSIS	\$469.25
00057131	DRIVE TRAIN CASPER	\$514.29
00057412	GREINER FORD LINCOLN	\$22.83
00057003	BRAKE SUPPLY COMPANY	\$80.14
00056935	WW GRAINGER	\$44.96
00057157	GOODYEAR COMMERCIAL	\$272.04
00057177	CMI-TECO	\$651.12
00057182	SECOND WIND PERFORMANCE	\$399.00
00056602	GREINER FORD LINCOLN	\$174.89
00057020	GREINER FORD LINCOLN	\$324.93
00057011	EPA SALES	\$370.57
00057132	GREINER FORD LINCOLN	\$707.53
00056884	SIX ROBBLEES	\$34.32
00057085	STOTZ EQUIPMENT	\$35.67
00056982	WW GRAINGER	\$11.93
00056625	FARIS MACHINERY COMPANY	\$96.59
00056603	GREINER FORD LINCOLN	(\$65.93)
00056870	HONNEN EQUIPMENT	\$84.46
00056881	STOTZ EQUIPMENT	\$323.30
00056869	CMI-TECO	\$124.01
00056959	AMERI-TECH EQUIPMENT	\$417.15
00056700	ENVIRO-CLEAN	\$916.75
00056669	VERMEER SALES	\$1,428.39
00056953	HOODS EQUIPMENT	\$67.28
00057423	DENVER INDUSTRIAL SALES	\$138.75
00057374	WW GRAINGER	\$23.37
00057050	ALPINE MOTOR SPORTS	\$347.20
00056913	GOODYEAR COMMERCIAL	(\$78.93)
00056968	GREINER FORD LINCOLN	\$99.36
00056947	AMERI-TECH EQUIPMENT	\$367.75
00057084	GREINER FORD LINCOLN	\$92.92
00057032	CMI-TECO	\$685.38
00057056	STOTZ EQUIPMENT	\$814.42
00057229	STOTZ EQUIPMENT	\$65.47
00057341	WW GRAINGER	\$24.93
00057037	STOTZ EQUIPMENT	\$97.96
00056645	WYOMING MACHINERY	\$986.63
00056804	CMI-TECO	\$154.56
00057006	GREINER FORD LINCOLN	(\$35.06)

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

P-CARD VENDORS

00056824 CMI-TECO	\$2,827.07	
00057046 HOSE & RUBBER SUPPLY	\$253.96	
00056994 GREINER FORD LINCOLN	\$92.92	
00056837 GOODYEAR COMMERCIAL	\$273.71	
00056859 HOSE & RUBBER SUPPLY	\$11.43	
00056865 HONNEN EQUIPMENT	\$9.67	
00056998 GREINER FORD LINCOLN	\$99.36	
	\$26,511.20	Subtotal for Dept. Fleet Maintenance
00057179 CRUM ELECTRIC SUPPLY	\$140.30	
00056781 WALMART	\$6.51	
	\$146.81	Subtotal for Dept. Fort Caspar
00057109 RESPOND FIRST AID	\$69.31	
00056952 SIERRA INDUSTRIES INC	\$717.60	
00057261 SUTHERLANDS 2219	\$35.96	
00057031 R & R PUMPING	\$378.00	
00056846 MENARDS CASPER WY	\$31.63	
00057111 SP DENVER	\$2,140.00	
00056896 BESTWAY FIRESTONE	\$2,915.41	
	\$6,287.91	Subtotal for Dept. Golf Course
00056522 USPS	\$16.03	
	\$16.03	Subtotal for Dept. Health Insurance
00056474 STUMPS PARTY	\$37.98	
00057292 ABSO	\$839.80	
00056723 POWDER RIVER SHREDDERS	\$72.50	
	\$950.28	Subtotal for Dept. Human Resources
00056979 NORCO INC	\$121.71	
00056563 FARMER BROTHERS COFFEE	\$70.34	
00057360 VISTAR	\$88.02	
00057285 SAMS CLUB	\$36.90	
00057040 PAPA JOHNS	\$319.62	
00057315 SAMS CLUB	\$8.78	
00057327 SAMS CLUB.COM	\$309.87	
00057077 SAMS CLUB	\$36.90	
00057337 PYROTECHS INC	\$126.67	
00057065 SAMS CLUB	\$53.96	
00057047 SAMS CLUB	\$50.49	
	\$1,223.26	Subtotal for Dept. Ice Arena
00057035 ATLAS OFFICE PRODUCTS	\$33.27	
00057278 AMAZON	\$49.99	
00057364 ALBERTSONS	\$73.91	
	\$157.17	Subtotal for Dept. Information Services
00057302 WESTSIDE ANIMAL HOSPITAL	\$431.25	
00057002 WWW.VISTAPRINT.COM	\$171.95	
00056850 NETWORK FLEET. INC.	\$132.65	
00057151 ATLAS OFFICE PRODUCTS	\$638.76	
00057156 ATLAS OFFICE PRODUCTS	\$370.00	
00056828 VERIZON	\$379.05	

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

P-CARD VENDORS

	\$2,123.66	Subtotal for Dept.	Metro Animal
00056941 ATLAS OFFICE PRODUCTS	\$44.98		
00057274 ATLAS OFFICE PRODUCTS	\$28.46		
00055867 POWDER RIVER SHREDDERS	\$42.00		
00055764 BLACK HILLS STAGE LINE	\$88.50		
00056889 POWDER RIVER SHREDDERS	\$21.00		
00057207 TOP OFFICE PRODUCTS	\$52.96		
	\$277.90	Subtotal for Dept.	Municipal Court
00056969 CPS DISTRIBUTORS INC	\$12.18		
00057216 INDUSTRIAL DISTRIBUTION	\$17.44		
00056630 BAILEYS ACE HARDWARE	\$14.99		
00056917 NORCO INC	\$199.60		
00056850 NETWORK FLEET. INC.	\$160.80		
00057290 THE HOME DEPOT	\$236.77		
00057291 SHOP GREEN DEALER.COM	\$223.00		
00056397 CASPER STAR TRIBUNE	\$136.78		
00056815 BLOEDORN LUMBER CASPER	\$21.48		
00056977 STOTZ EQUIPMENT	\$449.96		
00056915 BAILEYS ACE HARDWARE	\$3.00		
00057369 WYOMING RENTS LLC	\$77.00		
00057005 MENARDS CASPER WY	\$33.98		
00056397 CASPER STAR TRIBUNE	\$547.12		
00057110 VERIZON	\$40.01		
00057252 CASPER STAR TRIBUNE	\$198.38		
00057094 CHARLIE T S PIZZERIA	\$54.96		
00057160 QDOBA	\$28.75		
00057124 MIRACLE RECREATION	\$2,506.17		
00056917 NORCO INC	\$99.80		
00056426 A.M. LEONARD	\$95.27		
00056246 BAVCO	\$93.00		
00056777 0970 CED	\$69.17		
	\$5,319.61	Subtotal for Dept.	Parks
00056903 CASPER STAR TRIBUNE	\$63.32		
00056955 CASPER STAR TRIBUNE	\$67.64		
00057146 APG MEDIA OF THE ROCKIES	\$24.97		
00056597 NOODLES & COMPANY	\$11.63		
00056623 LOVE S COUNTRY	\$19.57		
00056943 CASPER STAR TRIBUNE	\$94.56		
00056713 NOODLES & COMPANY	\$11.63		
00056649 YARD HOUSE	\$18.90		
00057395 ATLAS REPRODUCTION INC	\$27.00		
00056841 RICOH USA, INC	\$300.72		
00056699 YARD HOUSE	\$17.11		
00056701 YARD HOUSE	\$20.20		
00056784 HOLIDAY INN EXPRESS	\$666.81		
00056769 LOVE S COUNTRY	\$17.34		
00056637 PARAMOUNT CAFE RESTAURANT	\$19.44		
	\$1,380.84	Subtotal for Dept.	Planning

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

P-CARD VENDORS

00056307	ADVANCED CHIROPRACTIC	\$45.00
00056916	POWDER RIVER SHREDDERS	\$108.00
00056924	COCA COLA BOTTLING	\$178.50
00056336	CASPER ANIMAL MEDICAL	\$128.01
00057161	INSTITUTE OF POLICE TECHNOLOGY	\$695.00
00057090	HERTZ RENT-A-CAR	\$212.49
00057026	GROVE AUNTIE ANNS	\$6.24
00057091	TRANSUNION	\$113.25
00057095	HIGH WEST DISTISTRIBUTION	\$33.51
00057098	DELTA	\$25.00
00057102	DELTA	\$25.00
00057105	GEPPETTOS ITALIAN	\$50.20
00057119	SOURCE OFFICE AND TECHNOLOGY	\$1,214.35
00057154	INSTITUTE OF POLICE TECHNOLOGY	\$825.00
00057193	WAL-MART	\$13.79
00056812	SMASHBURGER	\$25.28
00057158	INSTITUTE OF POLICE TECHNOLOGY	\$695.00
00057082	SHELL OIL	\$23.01
00056614	CASPER COLLEGE	\$400.00
00056749	DELTA	\$25.00
00056767	GROVE JAMBA JUICE	\$12.91
00056775	RED ROBIN	\$43.21
00056826	ROTHS FAMILY MARKET	\$6.45
00056833	PANDA EXPRESS	\$10.50
00056834	PADINGTON'S PIZZA INC.	\$24.60
00056848	FROZATION NATION	\$14.45
00056899	LA HACIENDA REAL INC	\$34.15
00056908	HENSLEY BATTERY	\$196.08
00056453	PRICELINE RENTAL	\$188.95
00056974	DAIRY QUEEN	\$10.07
00056904	RESPOND FIRST AID	\$87.65
00056830	PADINGTON'S PIZZA INC.	\$2.00
00056799	STAPLES	\$45.01
00056937	MOUNTAIN STATES LITHOGRAPHING	\$187.25
00056971	OLIVE GARDEN	\$47.45
00057080	BEARING BELT CHAIN	\$29.88
00057009	PANERA BREAD	\$28.95
00057012	CHEVRON	\$4.38
00057048	WESTERN STATES FIRE	\$450.00
00057075	BEST WESTERN	\$644.88
00057055	BURGERVILLE	\$7.94
00056960	SONIC DRIVE IN	\$9.58
00057052	CASPER STAR TRIBUNE	\$324.00
00057016	CHIPOTLE	\$18.20
00057043	HARTZ E&F TOWING	\$80.00
00057028	GROVE JAMBA JUICE	\$9.24
00057024	LOVE LOVE TERIAYKI	\$20.65
	\$7,380.06 Subtotal for Dept. Police	

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

P-CARD VENDORS

00057081 DECKER AUTO GLASS	\$405.62		
	\$405.62	Subtotal for Dept.	Police Equipment
00056997 WAL-MART	(\$4.55)		
00056664 SUPERSHUTTLE	\$88.50		
00056832 WAL-MART	\$9.76		
00056681 SUPERSHUTTLE	\$70.80		
00057187 COTTAGE CAFE	\$139.50		
00056583 WALMART	\$39.80		
	\$343.81	Subtotal for Dept.	Police Grants
00057000 URGENT CARE OF CASPER	\$776.00		
00056722 CPU IIT	\$599.40		
	\$1,375.40	Subtotal for Dept.	Property & Liability Insurance
00056967 NORCO INC	\$320.17		
00057428 FIELDTEX PRODUCTS, INC	\$137.12		
00057208 KCWY TV	\$100.00		
00057053 KCWY TV	\$600.00		
00057386 SPORTSMITH	\$77.86		
00057439 USPS	\$11.14		
00057477 REVDANCE/TENTH HOUSE	\$128.97		
00057294 SAMS CLUB	\$18.48		
00057337 PYROTECHS INC	\$126.67		
00057100 REVDANCE/TENTH HOUSE	\$988.77		
00057294 SAMS CLUB	\$54.84		
00057312 WALMART	\$44.71		
00057301 NORCO INC	\$82.87		
00057164 NATIONAL RECREATION	\$600.00		
00057238 MARTIN-RAY LAUNDRY	\$22.93		
	\$3,314.53	Subtotal for Dept.	Recreation
00057248 CHEVRON	\$5.03		
00057205 WYOMING STEEL AND RECYCLING	\$5,948.40		
00057209 CASPER TIRE	\$45.00		
00056584 QT 791	\$10.50		
00057118 HOLIDAY INN EXPRESS	\$59.80		
00057133 HOLIDAY INN EXPRESS	\$59.80		
00057184 CHEVRON	\$22.00		
00057220 HAMPTON INN	\$61.08		
00057240 SHERWIN-WILLIAMS	\$30.00		
00057247 HOLIDAY INN EXPRESS	\$54.37		
00057202 CITY OF CHEYENNE	\$122.80		
00057297 HOLIDAY INN EXPRESS	\$54.83		
00057421 CMI-TECO	\$1,415.25		
00057420 CMI-TECO	\$488.87		
00057415 CMI-TECO	\$355.57		
00057411 NORCO INC	\$403.20		
00057410 CMI-TECO	\$494.16		
00057379 CMI-TECO	\$545.72		
00057352 BAILEYS ACE HARDWARE	\$9.18		
00057342 CMI-TECO	\$93.53		

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

P-CARD VENDORS

00057323	HOLIDAY INN EXPRESS	\$54.83	
00057108	SUTHERLANDS	\$63.88	
00057304	ENTERPRISE RENT-A-CAR	\$290.68	
00057071	WALMART	\$20.62	
00056850	NETWORK FLEET. INC.	\$492.70	
00057279	CHEVRON	\$25.75	
00056851	SHERWIN-WILLIAMS	\$21.78	
00057275	HOLIDAY INN EXPRESS	\$163.11	
00057017	WALMART	\$88.41	
00057018	AMERI-TECH EQUIPMENT	\$230.91	
00057265	LOVE S COUNTRY	\$105.00	
00057427	CMI-TECO	\$356.38	
00057321	DRIVE TRAIN CASPER	\$8.48	
		\$12,201.62	Subtotal for Dept. Refuse Collection
00056853	DOG WASTE DEPOT	\$117.00	
00057122	TOWNSQUARE MEDIA	\$144.50	
00057014	BAILEYS ACE HARDWARE	\$14.99	
00057041	NORCO INC	\$14.00	
00057232	PIPELOGIX INC	\$2,000.00	
00056850	NETWORK FLEET. INC.	\$37.90	
00056879	ALSCO INC.	\$225.44	
00057349	KNIFE RIVER	\$304.93	
00056987	THE HOME DEPOT	\$94.35	
00056866	HOSE & RUBBER SUPPLY	\$97.42	
00056811	WESTERN SLING	\$367.18	
00056810	BAILEYS ACE HARDWARE	\$14.00	
00056754	SUTHERLANDS	\$50.83	
00056732	AMAZON	\$16.99	
00056733	AIRGAS CENTRAL	\$87.29	
		\$3,586.82	Subtotal for Dept. Sewer
00056805	BLOEDORN LUMBER CASPER	\$90.87	
00056886	ALSCO INC.	\$693.04	
00056850	NETWORK FLEET. INC.	\$568.50	
00056925	TOP OFFICE PRODUCTS	\$99.75	
00056839	WAGNER'S OUTDOOR OUTFITTERS	\$48.76	
00056816	CASPER CONTRACTORS SUPPLY	\$129.68	
00056864	DENVER INDUSTRIAL SALES	\$254.00	
00056785	INDUSTRIAL DISTRIBUTION	\$11.98	
00057330	UW CASHIER OFFICE	(\$110.00)	
		\$1,786.58	Subtotal for Dept. Streets
00057162	FERGUSON ENTERPRISES	\$86.77	
00057137	STOTZ EQUIPMENT	\$50.82	
00057185	CONOCO - HOMAX OIL SALES	\$95.85	
00057103	FISHER SCIENTIFIC	\$18.56	
00057099	REXEL 3212	\$494.04	
00057073	FISHER SCIENTIFIC	\$41.92	
00057152	WW GRAINGER	\$85.21	
00057143	WW GRAINGER	\$130.47	

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

P-CARD VENDORS

00057008	BAILEYS ACE HARDWARE	\$80.16	
00057142	CONOCO - HOMAX OIL SALES	\$63.90	
00057320	HOSE & RUBBER SUPPLY	\$75.64	
00057236	DEWITT WATER SYSTEM	\$400.00	
00057239	SERPENTIX	\$294.85	
00057243	BLOEDORN LUMBER CASPER	\$86.46	
00057281	HACH COMPANY	\$482.00	
00057214	CRUM ELECTRIC SUPPLY	\$200.91	
00057392	URGENT CARE OF CASPER	\$80.00	
00057010	WAL-MART	\$98.88	
00057371	KNIFE RIVER	\$1,204.52	
00057122	TOWNSQUARE MEDIA	\$144.50	
00057204	HAJOCA KEENAN SUPPLY	\$408.70	
00057136	WEAR PARTS INC	\$86.67	
00057349	KNIFE RIVER	\$304.94	
00057196	NORTHROP BOILER WORKS	\$1,293.80	
00057224	CPU IIT	\$2,284.95	
00057319	THE HOME DEPOT	\$55.92	
00056949	NORTH CENTRAL LABORATORIES	\$57.14	
00056922	CRUM ELECTRIC SUPPLY	\$21.64	
00056944	BAILEYS ACE HARDWARE	\$123.34	
00056931	FISHER SCIENTIFIC	\$706.46	
00056945	MOTION INDUSTRIES	\$75.43	
	\$9,634.45	Subtotal for Dept.	Waste Water
00057188	SIX ROBBLEES	\$39.39	
00056933	MENARDS CASPER WY	\$12.27	
00056990	WARNE CHEMICAL	\$162.50	
00057338	ENERGY LABORATORIES	\$320.00	
00056850	NETWORK FLEET. INC.	\$170.55	
00057181	NORCO INC	\$79.27	
00057092	ELECTRIC SERVICE	\$727.60	
00057180	UNITED STATES WELDING	\$19.57	
00057168	ENERGY LABORATORIES	\$100.00	
00056970	ENERGY LABORATORIES	\$340.00	
00057373	ENERGY LABORATORIES	\$660.00	
00057130	PACIFIC HIDE AND FUR	\$36.86	
00057392	URGENT CARE OF CASPER	\$480.00	
00057348	CPU IIT	\$9.99	
00057317	BUDGET PLUMBING	\$1,324.00	
00057260	WEAR PARTS INC	\$278.75	
00057325	NORCO INC	\$224.79	
00057089	MOBILE CONCRETE, INC	\$675.00	
00057038	CRUM ELECTRIC SUPPLY	\$54.34	
00057234	MPI WAREHOUSE	\$18.26	
00057288	NORCO INC	\$150.35	
00057057	TOP OFFICE PRODUCTS	\$39.98	
00057079	WATERWORKS INDUSTRIES	\$418.96	
00057194	GALETON GLOVES	\$554.63	

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

P-CARD VENDORS

	\$6,897.06	Subtotal for Dept.	Water
00057310 WEAR PARTS INC	\$9.70		
00057460 COASTAL CHEMICAL	\$53.15		
00057413 MENARDS CASPER WY	\$8.72		
00057375 ENERGY LABORATORIES	\$2,722.00		
00057470 ALBERTSONS	\$39.51		
00057450 PIZZA HUT	\$50.00		
00057472 CASPER STAR TRIBUNE	\$43.54		
00056907 BUSH-WELLS SPORTING GOODS	\$865.10		
00057280 COMMERCIAL DOOR	\$96.40		
00057333 UPS	\$61.40		
00057328 PACIFIC HIDE AND FUR	\$53.77		
00056910 ENERGY LABORATORIES	\$37.00		
00057200 ENERGY LABORATORIES	\$37.00		
00057272 USPS	\$18.27		
00057139 ENERGY LABORATORIES	\$300.00		
00056919 COASTAL CHEMICAL	\$104.39		
00057169 ENERGY LABORATORIES	\$20.00		
00057163 BEARING BELT CHAIN	\$34.64		
00056921 ENERGY LABORATORIES	\$300.00		
00057144 BEARING BELT CHAIN	\$13.68		
00056965 ROSEMOUNT ANALYTICAL	\$205.35		
00056973 CASPER WINNELSON	\$158.22		
00056928 ATLAS OFFICE PRODUCTS	\$23.34		
00057044 ALBERTSONS	\$8.98		
00057088 THE HOME DEPOT	\$17.95		
	\$5,282.11	Subtotal for Dept.	Water Treatment Plant
00056499 THE HOME DEPOT	\$47.16		
00056891 THE HOME DEPOT	\$241.77		
00056590 WW GRAINGER	\$20.80		
00056963 STAPLES 00114181	\$39.99		
00056670 71 SOIL AND STONE	\$161.03		
00056948 SOURCE OFFICE AND TECHNOLOGY	\$10.86		
00056946 TRACTOR SUPPLY	\$5.37		
00056333 SIERRA INDUSTRIES INC	\$557.54		
00056780 BAILEYS ACE HARDWARE	\$7.99		
00056817 BAILEYS ACE HARDWARE	\$6.40		
00056709 THE HOME DEPOT	(\$2.25)		
00056995 STAPLES	\$34.87		
00057316 STAPLES	\$9.98		
00056990 WARNE CHEMICAL	\$57.10		
00056719 71 SOIL AND STONE	\$181.37		
00057086 MURDOCH'S RANCH & HOME	\$191.88		
00056885 WEAR PARTS INC	\$3.68		
00056912 ALPINE MOTOR SPORTS	\$300.89		
	\$1,876.43	Subtotal for Dept.	Weed And Pest
	\$169,008.42	Subtotal for Vendor	

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

POSTAL PROS SOUTHWEST INC

3629 UTILITY BILLING FEES
3603 UTILITY BILLING FEES

\$2,666.07
\$2,522.80
\$5,188.87 Subtotal for Dept. Finance
\$5,188.87 Subtotal for Vendor

PUBLIC SAFETY COMMUNICATIONS CENTER

734/150894 MONTHLY USER FEES
1276/150895 MONTHLY USER FEE

\$1,954.30
\$1,954.30 Subtotal for Dept. Metro Animal
\$542.86
\$542.86 Subtotal for Dept. Water
\$2,497.16 Subtotal for Vendor

RECYKLING INDUSTRIAL REPAIRS, INC

1111 BALER GATHER CYLINDERS REPAIR

\$60,000.00
\$60,000.00 Subtotal for Dept. Balefill
\$60,000.00 Subtotal for Vendor

ROBERT A KING

473 BOOKS FOR RESALE

\$149.70
\$149.70 Subtotal for Dept. General - Fort Caspar
\$149.70 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00023604201711 ELECTRICITY

\$59.28
\$59.28 Subtotal for Dept. Parks

AP00016404201711 ELECTRICITY

\$47,204.82
\$47,204.82 Subtotal for Dept. Streets

RIN0027603 ELECTRICITY
RIN0027603 ELECTRICITY

\$39,448.97
\$10,138.33
\$49,587.30 Subtotal for Dept. Water Treatment Plant
\$96,851.40 Subtotal for Vendor

ROD BARSTAD'S PAINT & AUTO BODY

5876 BODY SHOP REPAIRS

\$3,707.26
\$3,707.26 Subtotal for Dept. Fleet Maintenance
\$3,707.26 Subtotal for Vendor

SENIOR PATIENT ADVOCATES

2017-0178 OTHER CONTRACTUAL

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

SMARSH, INC

AP00017703101715 EMAIL MAINTENANCE

\$1,754.50
\$1,754.50 Subtotal for Dept. Finance
\$1,754.50 Subtotal for Vendor

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

STAR LINE FEEDS

243653 PET FOOD

\$467.30

\$467.30 Subtotal for Dept. Metro Animal

\$467.30 Subtotal for Vendor

STATE OF WY. - NOTARY DIV.

RIN0027607 RENEW NOTARY

\$30.00

\$30.00 Subtotal for Dept. Police

\$30.00 Subtotal for Vendor

STATE OF WY. - OFFICE OF STATE LANDS & INVEST

RIN0027602 DWSRF#25 PRINCIPAL PAYMENT

\$79,038.49

RIN0027602 DWSRF#25 INTEREST PAYMENT

\$17,182.20

\$96,220.69 Subtotal for Dept. Water

\$96,220.69 Subtotal for Vendor

STEALTH PARTNER GROUP

RIN0027616 STOP LOSS

\$56,340.78

\$56,340.78 Subtotal for Dept. Health Insurance

\$56,340.78 Subtotal for Vendor

STOTZ EQUIPMENT

E02791 USED SLOPE PRO MOWER

\$41,500.00

\$41,500.00 Subtotal for Dept. Parks

\$41,500.00 Subtotal for Vendor

SUPERIOR WOODS INC

952 HOME REHABILITATION

\$2,300.00

\$2,300.00 Subtotal for Dept. CDBG

\$2,300.00 Subtotal for Vendor

TEST AMERICA LABORATORIES, INC

28190002 TESTING

\$365.50

28189935 TESTING

\$976.50

28189999 TESTING

\$1,587.50

28189936 TESTING

\$1,282.00

\$4,211.50 Subtotal for Dept. Balefill

\$4,211.50 Subtotal for Vendor

THATCHER CO.

1412404 CHEMICALS

\$7,759.32

\$7,759.32 Subtotal for Dept. Water Treatment Plant

\$7,759.32 Subtotal for Vendor

TRIHYDRO CORP.

0117565 HAZARDOUS ASSESSMENT

\$7,073.90

0117515 PETROLEUM ASSESSMENT

\$636.00

\$7,709.90 Subtotal for Dept. Planning

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

TRIHYRO CORP.

\$7,709.90 Subtotal for Vendor

URBAN INTERACTIVE STUDIO, LLC

UIS-INV-11341 COMP PLAN WEB SITE

\$250.00

\$250.00 Subtotal for Dept. Planning

\$250.00 Subtotal for Vendor

VISION SVC. PLAN

803642557 BENEFITS PAYABLE

\$1,464.04

803642558 COBRA CONTRIBUTIONS

\$64.84

\$1,528.88 Subtotal for Dept. Health Insurance

\$1,528.88 Subtotal for Vendor

WASTE WATER TREATMENT

1337/150901 MONTHLY SUMP CLEANING

\$600.00

\$600.00 Subtotal for Dept. Balefill

\$600.00 Subtotal for Vendor

WLC ENGINEERING - SURVEYING - PLANNING

2017-10285 WEST CASPER ZONE II WATER

\$1,292.93

2017-10285 WEST CASPER ZONE II WATER

\$636.82

\$1,929.75 Subtotal for Dept. Water

\$1,929.75 Subtotal for Vendor

WORLDWASH

3594 CLEANING AT CADDY SHACK

\$575.00

\$575.00 Subtotal for Dept. Golf Course

\$575.00 Subtotal for Vendor

WY. CONFERENCE OF BLDG. OFFICIALS

RIN0027619 ASSOCIATION DUES

\$100.00

\$100.00 Subtotal for Dept. Code Enforcement

\$100.00 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000087819 BRYAN STOCK TRAIL

\$18,306.63

\$18,306.63 Subtotal for Dept. Streets

\$18,306.63 Subtotal for Vendor

YOUTH CRISIS CENTER CORP.

MAR2017 FUNDING

\$4,477.28

\$4,477.28 Subtotal for Dept. Social Community Services

\$4,477.28 Subtotal for Vendor

Bills and Claims

City of Casper

19-Apr-17 to 02-May-17

Grand Total **\$961,140.34**

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 05/02/17

Payroll Disbursements

4/20/17	CITY PAYROLL	\$	1,060,555.38
4/20/17	BENEFITS & DEDUCTIONS	\$	176,781.97
4/27/17	FIRE PAYROLL	\$	159,476.71
4/27/17	BENEFITS & DEDUCTIONS	\$	23,841.79

	Total Payroll	<u><u>\$ 1,420,655.85</u></u>
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Additional Fees

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

4/11/17	Wire Transfer to Global Spectrum for ticket funding	\$	80,430.00
4/13/17	Prewrits - utility refunds & sales tax pymt	\$	786.91
4/24/17	Wire Transfer to Global Spectrum for Operating Transfer	\$	77,991.30

	Total Additional AP	<u><u>\$ 159,208.21</u></u>
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April 25, 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 a Public Hearing to Approve Alcohol Ordinance Changes Pertaining to Dispensing Rooms

Meeting Type & Date

Regular Council Meeting, May 2, 2017

Action Type

Establish Public Hearing

Recommendation

That Council, by minute action, establish a Public Hearing on May 16, 2017, to receive input on proposed amendments to the liquor licensing laws in Chapter 5 of the Casper Municipal Code as it pertains to Dispensing Rooms.

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 new law establishes that the license will apply to a licensed building, as opposed to a licensed room. Restaurants must still pour from within a specified dispensing room, but other types of licensee will generally be allowed to pour from any room in the licensed building.

The City of Casper’s Municipal Code has an extensive chapter on 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. City staff is recommending that Council proceed with a series of Municipal Code amendments that will apply to dispensing rooms.

The changes being proposed at this time will have the primary effect of updating the Municipal Code’s references to dispensing rooms. Other changes to liquor law were also made by the state legislature this year. City staff intends to incorporate those changes at a later date through a later round of suggested amendments to the municipal code.

Financial Considerations

No financial considerations.

Oversight/Project Responsibility

Pete Meyers, Assistant Support Services Director

Attachments

No attachments

April 20, 2017

MEMO TO: Liz Becher, Interim City Manager 
FROM: Joy Clark, Community Development Technician, CDBG Program 
SUBJECT: Establishing June 6, 2017 as the Public Hearing Date for the Community Development Block Grant 2017-2018 Annual Action Plan

Meeting Type & Date

Council Meeting – Tuesday, May 2, 2017

Action type

Establish Public Hearing

Recommendation

That Council, by minute action, establish June 6, 2017 as the public hearing date to solicit community input toward the City of Casper's use of Program Year 2017/2018 Community Development Block Grant (CDBG) funds.

Summary

As a recipient of entitlement Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), the City wishes to solicit community opinion in its submission of an Annual Action Plan outlining its proposed use of CDBG funds. The proposed allocation amount is being estimated due to the National Budget not yet being finalized and final HUD allocation amounts not yet released. The *estimated* CDBG allocation for FY2017/2018 is **\$258,552**. A summary of the proposed projects and *estimated* allocations follows:

- Transportation Programs: **\$21,971** for ridership tokens to low income individuals for The Bus and CATC. (Low-income transportation assistance.)
- LifeSteps Campus Care: **\$175,000** replacing the fire suppression system in Building F, and fire alarm system in Buildings C, K, L, E, and F. (Low-income housing assistance.)
- General Administration Costs: **\$51,581** to provide for salary and benefits for one full-time employee.
- City Core Revitalization Activities: **\$10,000** for matching façade grants.

This summary has been published twice in the Casper Star-Tribune, copies have been made available at the City of Casper Community Development Office, Natrona County Public Library, Casper Housing Authority, Community Action Partnership of Natrona County, Building K at LifeSteps Campus, in the twenty (20) City public transportation buses, electronically at www.cityofcasperwy.com (Community Development), and presented at a public meetings held at Building K on LifeSteps Campus and King's Corner, 112 S. Beech. Comments, if any, will be collected in writing and in person from the partner agencies and public meeting, and printed from

email. A public comment period commenced on April 7, 2017 and will conclude at 5 PM, April 24, 2017.

Background & Analysis

The authorizing statute of the CDBG program requires that each activity funded, except for program administration and planning activities, must meet one of three national objectives.

The three national objectives are:

- Benefit to low and moderate income (LMI) persons;
- Aid in the prevention or elimination of slums or blight; and
- Meet a need having a particular urgency (referred to as urgent need).

To ensure the public hearing is meaningful to the citizens, law requires that it be held in the presence of the Mayor and City Council members. The public hearing will be held on June 6, 2017, where a draft of the Program Year 2017/18 Annual Action Plan will be presented, and comments solicited. Any comments received at the public hearing will be used to prepare the final Plan which will be submitted to HUD by the June 26th, 2017 deadline.

Council Goals

Downtown Development and Infrastructure.

Communication Efforts

Two Public meetings were held relaying information contained in the Executive Summary. The Summary was posted at five (5) different public information locations as well as in all twenty (20) public transportation vehicles satisfying the minimum fifteen (15) day public notice requirement.

Financial Considerations

Not applicable

Oversight/Project Responsibility

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

Attachments

None

ORDINANCE NO. 6-17

AN ORDINANCE AMENDING SECTION 17.94.100 OF THE CASPER MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS IN THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR STREET CORRIDOR (OYDSPC) FORM-BASED CODE.

WHEREAS, in June of 2008 the City Council adopted Chapter 17.94, the Old Yellowstone District and South Poplar Street Corridor (OYDSPC) Form-Based Code, which provides the regulatory framework for the redevelopment of a large portion of Casper's urban core; and,

WHEREAS, as the City has continually implemented the OYDSPC Form-Based Code since 2008, it has been necessary at times to amend the regulations in order to allow flexibility in design reviews of new and/or potential projects; and,

WHEREAS, the minimum/maximum off-street parking regulations found in the OYDSPC Form-Based Code, found in Section 17.94.100 of the Municipal Code, have become an impediment to the redevelopment of the area, and the City proposes to eliminate the current parking standards and adopt the C-3 (Central Business) zoning district parking standards in the Old Yellowstone District and South Poplar Street Corridor; and,

WHEREAS, both the Planning and Zoning Commission and the Old Yellowstone District and South Poplar Street Corridor Architectural Review Committee have reviewed and approved the proposed amendment to the OYDSPC Form-Based Code; and,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Section 17.94.100 of the Casper Municipal Code pertaining to parking regulations in the OYDSPC (Old Yellowstone District and South Poplar Street Corridor).

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

SECTION 1:

Section 17.94.100 is hereby amended as follows:

17.94.100 Parking regulations.

- A. Off-street Parking Dimensions. Refer to Casper Municipal Code Section 17.12.070.
- B. Specific Requirement. Unless specified, requirements listed represent the ~~maximum~~ MINIMUM number of parking spaces ~~allowed~~ REQUIRED.

Building Use	Parking Requirements
Bank	Minimum 0.60 spaces per 1,000 square feet.
Commercial Uses, Including Personal Services	Minimum 2.0 — maximum 3.0 parking spaces per 1,000 square feet of gross square feet leasable area. If under 1,000 square feet, a minimum of stalls shall be required.
Gas Station/Convenience	Minimum 1.0 space per 500 feet of gross floor area.
Hotel	Minimum 1.0 parking space per sleeping room, plus 1 space per employee on the smallest shift.
Office	Minimum 2.0 — maximum 2.9 spaces per 1,000 gross square feet building area.
Residential Stacked Flats, Courtyard, Mansion Apartment	Minimum 1.0 — maximum 2.0 parking spaces per dwelling unit.
Residential Tower	Minimum 0.80 — maximum 1.5 parking spaces per dwelling unit with .50 covered.
Residential — Rowhouse	Minimum 1.0 — maximum 2.0 spaces per dwelling unit with 1 covered.
Residential — 2 Flat Tandem	Minimum — maximum 4.0 parking spaces per dwelling unit.
Residential — Village Home	Minimum 1.0 — maximum 3.0 spaces per dwelling unit with 1 covered.
Residential — Senior/Active Adult	Minimum 0.5 — maximum 1.0 space per two sleeping rooms.
Restaurant/Nightclub	Minimum 7.0 — maximum 8.5 parking spaces per 1,000 gross square feet leasable area.

Building Use	Parking Requirements
Residential	1 parking space per dwelling unit.
Residential, condominium	1 parking space per dwelling unit.
Residential, high rise apartments	1 parking space per dwelling unit.
Residential, low/mid-rise apartments	1 parking space per dwelling unit.
Senior Citizen housing	1 parking space per dwelling unit.
Schools, senior high	0.25 parking space per student.
Schools, elementary and middle schools	0.19 parking space per the sum of the number of students plus the number of staff. On-street parking abutting the school grounds and any adjacent park land may be used to meet the off street parking required for the school.

SECTION 2:

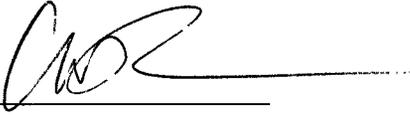
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED on 1st reading the 18th day of April, 2017.

PASSED on 2nd reading the ____ day of _____, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

ORDINANCE NO. 7-17

AN ORDINANCE AMENDING SECTIONS 17.94.010 AND 17.94.030 OF THE CASPER MUNICIPAL CODE, PERTAINING TO THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR STREET CORRIDOR FORM-BASED CODE.

WHEREAS, in June of 2008, the City Council adopted the Form-Based Code for the area referred to as the Old Yellowstone District and South Poplar Street Corridor; and,

WHEREAS, the City has identified several areas of the Form-Based Code that need clarification; and,

WHEREAS, the Planning and Zoning Commission, the Old Yellowstone District Advisory Committee, and the Architectural Review Committee have recommended approval of the following amendments to the Form-Based Code; and,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Sections 17.94.010 and 17.94.030 of the Casper Municipal Code.

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

SECTION 1:

That Section 17.94.010 of the Casper Municipal Code is hereby amended to add the bolded and capitalized text, to read as follows:

17.94.010 - Purpose, intent and using the code.

The Old Yellowstone District and South Poplar Street Corridor form-based code regulating plan is intended to integrate urban design, building form, placement, use and design as a means for implementing the West Central and South Poplar Street Corridor Plan, dated September, 2007, as may be amended from time to time.

THIS FORM-BASED CODE IS ALSO INTENDED TO ENCOURAGE LAND USES THAT PROMOTE VIBRANT COMMERCE, SOCIAL INTERACTION, AND A WIDE VARIETY OF HOUSING TYPES, WHERE PEOPLE CAN LIVE, WORK, SHOP AND PLAY, ALL WITHIN PROXIMITY AND WALKING DISTANCE.

THE INTENDED GOAL OF THE FORM-BASED CODE IS TO CREATE A COMPLIMENTARY EXTENSION OF THE DOWNTOWN, WITH ITS OWN UNIQUE CHARACTER AND DESIGN, AND TO PROVIDE A FRAMEWORK FOR ACHIEVING THE DESIRED BUILT-FORM CHARACTERISTICS OF A DOWNTOWN, INCLUDING SIMILAR DENSITIES, BUILDING MATERIALS, BUILDING ORIENTATION, BUILDING HEIGHTS, ARCHITECTURE AND A DIVERSIFIED MIX OF COMPLIMENTARY AND INTERRELATED LAND USES.

The form-based code consists of a regulating plan, building envelope standards and design standards.

The code is comprised of five interrelated elements.

1. Zoning district narrative describing purpose, intent, applicability and design.
2. A regulating plan that describes the areas within the development project where specified building types may be located.
3. Building envelope and street standards that describe the allowable height, disposition and use for the specified building types and right-of-way, travel lane, center median, parking, terrace and/or sidewalk and alleyway width for the specified thoroughfares.
4. Design standards for guiding specific aspects of building and site design.
5. The regulating plan and building envelope and street standards apply to new facilities such as buildings, streets, parking lots, etc. The design standards apply to existing and new facilities.

A. Design Principles. The code is based on several fundamental design principles:

1. Mixing of uses vertically within structures and horizontally upon sites allows for greater market flexibility, sharing of support facilities such as parking, reducing the necessity for short vehicle trips while promoting walking and biking and leading to a more sustainable city.
2. Buildings should be placed close to the sidewalk and street to better define and enliven the public realm and economize resources such as land and utilities.
3. Building types that support multiple uses and are flexible or adaptable over time are preferable to highly specific, single-use typologies that may more easily become obsolete.
4. Increased density helps afford increased private and public realm amenities such as brick and stone building exteriors and streetscaping.
5. A more enhanced public realm with interconnected sidewalks, plazas, landscaped parkways and trails promotes and support social interaction and healthier living.

SECTION 2:

That Section 17.94.030 of the Casper Municipal Code is hereby amended to add the bolded and capitalized text, to remove the strikethrough text, and renumbered alphabetically as necessary, to read as follows:

17.94.030 - Prohibited uses.

A. Prohibited uses in the Old Yellowstone District and South Poplar Street corridor shall include the following:

1. "Agriculture" meaning food animals produced for consumption, pleasure animals raised for recreation, sale barns for the auction of food and/or pleasure animals, large gardens and orchards which produce food for consumption, and large farm equipment offered for sale, service and/or storage;
2. "Animal boarding center/animal shelter" meaning an establishment where animals are admitted solely for the purpose of overnight stays. Outside runs are prohibited. Establishments that provide day services with no overnight stays are permitted. Boarding is allowed only for medical purposes or treatment by licensed animal hospitals or clinics;
3. "Automobile-oriented sales or services," not existing as of the effective date of the Old Yellowstone District and South Poplar Street Corridor form-based zoning ordinance, meaning an area or structure used for the display, sale and/or service of automobiles, including cars, trucks, recreational vehicles, trailers, motorcycles or boats; and includes businesses that sell and/or install automobile accessories. Automobile-oriented sales or services shall include businesses such as vehicle dealerships, **VEHICLE CONSIGNMENT LOTS**, muffler shops, auto-detail shops, engine repair or rebuilding, collision repair, tire sales and service shops, paint shops, undercoating, window and glass replacement and tinting, alignment shops, upholstery shops, oil change and lubrication shops, brake shops, stereo and radio sales and/or installation, dismantling or salvage operations, towing businesses, and businesses that lease or rent vehicles;
4. "Car wash (~~stand-alone~~)" meaning a ~~freestanding~~ structure/**BUSINESS** where motor vehicles are washed, **WHETHER OR NOT IT IS ASSOCIATED WITH OR ACCESSORY TO ANOTHER BUSINESS**. ~~Car washes that are accessory to other principle uses are allowed;~~
5. "Commercial laundries" meaning establishments where clothes and linens can be washed and ironed in bulk quantities, typically for commercial or industrial uses; not for individual patronage, such as laundromats;

XX "CONSTRUCTION/CONTRACTOR SHOPS OR YARDS" MEANING A LOT OR STRUCTURE, THE PRINCIPAL USE OF WHICH IS TO PROVIDE OFFICES, VEHICLE AND EQUIPMENT STORAGE, CONSTRUCTION MATERIAL STORAGE, OR TOOL STORAGE FOR A CONSTRUCTION OR CONTRACTING BUSINESS. EXAMPLES ARE PLUMBING SHOPS, ELECTRICAL SHOPS, EXCAVATING BUSINESSES, MECHANICAL SHOPS, WELDING SHOPS, FABRICATION SHOPS, ELECTRICAL OR PLUMBING SUPPLY SHOPS, OR SIMILAR USES.

XX "CONVENIENCE ESTABLISHMENT, HIGH VOLUME" MEANING AN ESTABLISHMENT PRIMARILY DESIGNED FOR THE PURPOSE OF PROVIDING LEGALLY STORED VEHICLE ENGINE FUELS, KEROSENE OR MOTOR OIL, AND LUBRICANTS OR GREASE, ON A FULL- OR SELF-SERVICE BASIS TO THE TRAVELING PUBLIC AND/OR COMMERCIAL HAULERS.

XX "CONVENIENCE ESTABLISHMENT, MEDIUM VOLUME" MEANING AN ESTABLISHMENT IN WHICH THE PRIMARY BUSINESS IS SELLING GASOLINE/DIESEL FUEL AND GROCERY STORE RELATED PRODUCTS.

6. "Custodial care facility" meaning a public or privately operated facility providing custodial care for persons residing by court placement, or being held or detained awaiting trial or court placement, including, without limitation, correctional and post-correctional facilities, adult and/or juvenile detention facilities, reentry centers and correctional transitional housing. A custodial care facility shall not include "group homes," as defined in the municipal code;
7. "Emergency shelter" meaning a nonprofit facility that provides long-term or short-term living accommodations and/or care for individuals and families who have been displaced from their homes. "Care" is defined as room and board, and/or the provision of a program for counseling, therapy or social services;
8. "Heavy industrial" meaning facilities which conduct and support manufacturing, fabrication, storage of bulk materials, including both solid and liquid fuels, industrial painting, and storage of heavy equipment, **ASPHALT PLANTS, CONCRETE PLANTS, GYPSUM MANUFACTURING, REFINERIES, ROCK QUARRYING AND CRUSHING, BRICK/MASONRY YARDS, BULK PLANTS, FABRICATION PLANTS, FOUNDRY, FACTORIES OR MANUFACTURING PLANTS;**
9. "Industrial food or food processing facility" meaning an establishment where food goods or animals are processed into meat or food products, and includes slaughter, skinning, butchering, packaging, and freezing of the meat for commercial sale;
10. "Lumber yards/builder's supply yards" meaning a business operation that ~~solely~~ operates as a distribution or wholesale operation for the construction industry; ~~no retail component exists.~~ **IN WHICH** The physical yard is a storage location for storing lumber and construction materials;
11. "Manufactured home (mobile) park" meaning a parcel, or contiguous parcels of land, divided into spaces for rent or lease on which a manufactured home is to be permanently affixed;

XX "MANUFACTURED/MODULAR STRUCTURE SALES" MEANING A BUSINESS WHICH SELLS, DISPLAYS MANUFACTURES OR STORES MANUFACTURED OR MODULAR STRUCTURES.

12. "Motels" meaning a building, or series of connected rental units, providing a dwelling unit or overnight lodging for compensation. The physical structure has individual exterior entrances into each dwelling unit, with no common inside corridor;
13. "Off-premises signs" as defined in Section 17.08.010 of this code, not existing as of the effective date of the form-based zoning ordinance, meaning outdoor signs that are used to advertise the sale of goods and services, and/or promote social, commercial, political or religious messages;
14. "Pawn shop" meaning a commercial establishment where persons deposit goods, merchandise or other personal property in exchange for a monetary loan, or other compensation, and giving the creditor the right to sell the property if the debt is not paid;
15. "Recreational overnight park/recreational vehicle (RV) sales, service and storage lot" meaning a parcel of land intended for occupancy by recreational vehicles for transient dwelling purposes; and a parcel, or parcels, of land on which recreational vehicles will be displayed for sale, stored for service, or housed for seasonal use;
16. "Recycling center" meaning a structure or storage area whose primary use is where waste or scrap materials are stored, bought, sold, accumulated, exchanged, packaged, disassembled, or handled, including, but not limited to, scrap aluminum, paper, plastic and glass;

XX "SALVAGE YARD OR WRECKING YARD" MEANING AN ESTABLISHMENT OR LOCATION WHICH IS MAINTAINED OR USED FOR STORAGE, KEEPING, BUYING, OR SELLING OF WRECKED, SCRAPPED OR DISMANTLED MOTOR VEHICLES OR PARTS THEREOF, OR ANY VEHICLE STORAGE AREA IN WHICH ANY VEHICLE IS STORED FOR MORE THAN THIRTY (30) DAYS, REGARDLESS OF WHETHER SAID VEHICLE IS AWAITING REPAIR.

17. "Sexually-oriented businesses" as defined in Chapter 9.24 of this code;

XX "STORE, WHOLESALE" MEANS AN ESTABLISHMENT DEVOTED TO THE WHOLESALING OF GOODS AND GENERALLY INCLUDES LARGE AREAS DEVOTED TO STORAGE OR WAREHOUSING.

18. "Thrift shops" meaning commercial establishments which sell, trade, or dispense donated merchandise. "Consignment shops," meaning commercial establishments which pay a customer a percentage of sales on their consigned merchandise once it is sold, are permitted;
19. "Tower" meaning any ground, roof, or otherwise mounted pole, spire, structure or combination thereof that is fifteen feet or greater in height above the ground, including supporting lines, cables, wires, braces, masts or other structures, for the purpose of mounting an antenna, meteorological device, or cellular apparatus aboveground;

20. "Transportation depot" meaning a facility specifically designated for the storage, transfer, or boarding and unloading of material or persons such as a bus station, railroad station, etc. Transit stations for the local, public bus service are excluded;
21. "Truck/car stops" meaning establishments primarily designed for the purpose of providing stored vehicle engine fuels, kerosene or motor oil, and lubricants or grease, on a full- or self-service basis to semi-trucks, which may include similar services for automobile/truck stop facilities, restaurant facilities, and/or overnight sleeping facilities;
22. "Utility service center" meaning a facility, and/or lot, owned by a private or public entity which engages in the supply and distribution of water, gas, electrical, sewer, and communications products, and includes installation, repair and storage facilities;
23. "Warehouses, indoor and outdoor storage" meaning ~~single-use~~ facilities where goods, wares, and/or merchandise are deposited for storage or securing. In the case of "automobile services," vehicles awaiting repair or service are excluded, **PROVIDED NO VEHICLE AWAITING REPAIR OR SERVICE SHALL BE STORED ON A SITE FOR MORE THAN THIRTY (30) DAYS.**

SECTION 3:

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

PASSED ON 1st reading the 18th day of April, 2017.

PASSED ON 2nd reading the _____ day of _____, 2017.

PASSED, APPROVED, and ADOPTED on 3rd and final reading the _____ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

ORDINANCE NO.8-17

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE C85 ADDITION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat Lots 1-10, Block 11, North Burlington Addition, to create C85 Addition, comprising 0.7585-acres, more or less; and,

WHEREAS an application has been made to rezone the C85 Addition from C-2 (General Business) and R-3 (One to Four Unit Residential) to entirely C-2 (General Business); and,

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

WHEREAS, this replatting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation, replat, subdivision agreement and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change, vacation, replat and subdivision agreement should be approved.

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

SECTION 1:

That the above described zone change is hereby approved.

SECTION 2:

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

SECTION 3:

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

PASSED on 1st reading the 18th day of April, 2017.

PASSED on 2nd reading the ____ day of _____, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2017.

APPROVED AS TO FORM:

Walter Fremont

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

April 26, 2017

MEMO TO: Liz Becher, Interim City Manager - *CB*
FROM: Wallace Trembath, Assistant City Attorney *W.T.*
Bill Luben, City Attorney
SUBJECT: Franchise Extension Agreement with Rocky Mountain Power

Meeting Type & Date
Regular Council Meeting
05/02/17

Action type
Resolution

Recommendation
That Council, by resolution, approve a Franchise Extension Agreement with Rocky Mountain Power.

Summary
PacifiCorp, doing business as Rocky Mountain Power, is a regulated public utility that provides electrical power to the citizens of the City of Casper and other surrounding areas. Providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City. The current franchise, as amended, expires by its terms on May 4, 2017, and a new franchise is necessary.

Rocky Mountain Power and the City have been engaged in extensive renewal negotiations, which were complicated by the loss of the Rocky Mountain Power's Operations Manager and the City Manager. The amount of time required to conclude negotiations will extend beyond the initial franchise expiration date. So, the parties have jointly agreed to extend the current franchise term for an additional six months to complete negotiations.

Financial Considerations
There are no financial considerations.

Oversight/Project Responsibility
City Manager's Office

Attachments
Resolution
Franchise Extension Agreement

FRANCHISE EXTENSION AGREEMENT

Recitals

1. PacifiCorp, doing business as Rocky Mountain Power (hereinafter referred to as Rocky Mountain Power), is a regulated public utility that provides electric power and energy to the citizens of the City of Casper, Wyoming (the "City") and other surrounding areas.

2. Providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City.

3. Ordinance 24-99, granted a franchise to Rocky Mountain Power, and Ordinance 19-13 amended the franchise fees.

4. The current franchise, as amended, expires by its terms on May 4, 2017, and a new franchise (hereinafter referred to as the "franchise") is necessary.

5. Rocky Mountain Power and the City have been engaged in renewal negotiations.

6. The amount of time required to conclude negotiations will extend beyond the initial franchise expiration date.

7. The parties have jointly agreed to extend the current franchise term for an additional six months to complete negotiations.

NOW, THEREFORE, the franchise of Rocky Mountain Power shall be extended through November 4, 2017.

APPROVED AS TO FORM:

Walker Trust

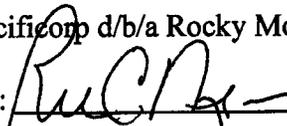
PASSED AND APPROVED this ____ day of _____, _____.

City of Casper

Kenyne Humphrey
Mayor

ACCEPTED this 26 day of April, 2017.

Pacificorp d/b/a Rocky Mountain Power

By: 

Name/Title: Rita C. Meyer, VP-RMP Wyoming

RESOLUTION NO.17-67

A RESOLUTION AUTHORIZING A FRANCHISE EXTENSION AGREEMENT BETWEEN PACIFICORP D/B/A ROCKY MOUNTAIN POWER AND THE CITY OF CASPER, WYOMING.

WHEREAS, PacifiCorp, doing business as Rocky Mountain Power, is a regulated public utility that provides electrical power and energy to the citizens of the City of Casper, Wyoming and other surrounding areas; and,

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City; and,

WHEREAS, Ordinance 24-99, granted a franchise to Rocky Mountain Power, and Ordinance 19-13 amended the franchise fees; and,

WHEREAS, the current franchise, as amended, expires by its terms on May 4, 2017, and a new franchise is necessary; and,

WHEREAS, Rocky Mountain Power and the City have been engaged in renewal negotiations; and,

WHEREAS, the amount of time required to conclude negotiations will extend beyond the initial franchise expiration date; and,

WHEREAS, the parties have jointly agreed to extend the current franchise term for an additional six months to complete negotiations.

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 franchise extension agreement between the City of Casper and Pacificorp, dba Rocky Mountain Power.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2017.

APPROVED AS TO FORM:

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

April 19, 2017

MEMO TO: Liz Becher, Interim City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with JTL Group, Inc., dba Knife River, in the Amount of \$229,852.28, for the Robertson Road North Pathway

Meeting Type & Date

May 2, 2017 Regular Council Meeting

Action type

Resolution

Recommendation

That Council, by resolution, authorize an agreement with JTL Group, Inc., dba Knife River (Knife River), for the Robertson Road North Pathway, Project No. 13-42, in the amount of \$218,902.28. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$10,950.00, for a total project amount of \$229,852.28.

Summary

On Tuesday, March 28, 2017, seven (7) bids were received for the Robertson Road North Pathway, Project No. 13-42. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Knife River	Casper, Wyoming	\$218,902.28
Treto Construction	Casper, Wyoming	\$233,400.00
71 Construction	Casper, Wyoming	\$256,540.00
Hedquist Construction	Mills, Wyoming	\$279,695.00
Andreen Hunt Construction	Mills, Wyoming	\$284,700.00
LCI Trucking & Construction	Pavillion, Wyoming	\$285,736.94
EHC LLC	Deaver, Wyoming	\$343,570.00

The City of Casper was awarded a Transportation Alternative Program (TAP) grant from the Wyoming Department of Transportation (WYDOT) for the Robertson Road North 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 east side of Robertson Road, from Chief Washakie Road to River Heights Drive. 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 September 15, 2017. The estimate prepared by the City's consultant was \$369,694.00.

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).

Financial Considerations

The total contract amount of \$229,852.28 is from Budgeted Current Revenue of Transportation Alternatives Program Grant Fund, and One Cent #14 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 JTL Group, Inc., dba Knife River, P.O. Box 730, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to construct a new pathway extension along the east side of Robertson Road, from Chief Washakie Road to River Heights Drive; and,

WHEREAS, JTL Group, Inc., dba Knife River, is able and willing to provide those services specified as the Robertson Road North Pathway, Project No. 13-42.

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 North Pathway, Project No. 13-42, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by WWC Engineering, 5810 East 2nd 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 **September 15, 2017** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **September 29, 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 Eighteen Thousand Nine Hundred Two Dollars and 28/100 (\$218,902.28), 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 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 14.1 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 \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Itemized Bid Schedule (Page BS-1 to BS-2, inclusive).
- 8.5 Addenda No. (0).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Miscellaneous Certifications and Clauses.
- 8.8 Title VI/EEO Requirements.
- 8.9 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.12 FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts (Pages 1 to 12, inclusive).
- 8.13 Supplementary FHWA Required Contract Provisions (Pages 1 to 2, inclusive).
- 8.14 WYDOT Federal Wage Determination Decision (Pages 1 to 3, inclusive).
- 8.15 Specific Equal Employment Opportunity Responsibilities (Pages 1 to 5, inclusive).

- 8.16 Division 01 - General Requirements, consisting of eight (8) sections.
- 8.17 Division 02 – Site Construction, consisting of one (1) section.
- 8.18 Notice of Award.
- 8.19 Notice to Proceed.
- 8.20 Minutes of the Pre-Bid Conference, if any.
- 8.21 Contract Drawings consisting of fourteen (14) drawing sheets, with each sheet bearing the following general title:

Robertson Road North Pathway

- 8.22 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.23 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.
- 8.24 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.

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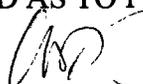
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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:



CONTRACTOR:

JTL Group, Inc., dba Knife River

WITNESS:

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Tracey L. Belser

Kenyne Humphrey

Title: City Clerk

Title: Mayor

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: \$ 218,902.28

TOTAL BASE BID, IN WORDS: Two Hundred Eighteen Thousand Nine Hundred Two dollars and twenty Eight Cents 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:

Knife River
P.O. Box 730
Casper, WY
82602

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 March 28, 2016.

A CORPORATION OR LIMITED LIABILITY COMPANY

By: JTL Group Inc. DBA Knife River (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Michael Haynes Michael Haynes (seal)
(Name) (Signature)

Vice President / General Mgr.
(Title)

(Seal)

Attest: [Signature]
Mike Fuson

Business Address: JTL Group Inc. DBA Knife River
P.O. Box 730
Casper, WY. 82602

Phone Number: (307) 237-9346

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 NORTH PATHWAY
PROJECT NO. 13-42
MARCH 28, 2017**

Bid Schedule: ROBERTSON ROAD NORTH PATHWAY

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>one hundred thousand</u> Dollar(s) and <u>fifty</u> Cent(s) per lump sum.	2,941.55	2,941.55
2	1	LS	Removal of Obstructions for <u>one hundred thousand</u> Dollar(s) and <u>fifty nine</u> Cent(s) per lump sum.	1,695.59	1,695.59
3	1	LS	Traffic Control for <u>eight thousand one hundred</u> Dollar(s) and <u>eight</u> Cent(s) per lump sum.	8,281.08	8,281.08
4	1,000	CY	Unclassified Excavation for <u>fourteen</u> Dollar(s) and <u>twenty two</u> Cent(s) per cubic yard.	14.32	14,320.00
5	3,500	SY	F&I 6" Concrete Pathway and 4" Grading "W" Base Course for <u>thirty nine</u> Dollar(s) and <u>thirteen</u> Cent(s) per square yard.	35.13	122,955.00
6	1	LS	F&I Concrete Refuge Island for <u>one hundred</u> Dollar(s) and <u>thirty two</u> Cent(s) per lump sum.	15,142.36	15,142.36
7	1	LS	F&I Pedestrian Crossing System for <u>eight thousand three hundred</u> Dollar(s) and <u>thirty four</u> Cent(s) per lump sum.	18,783.48	18,783.48
8	4	EA	F&I Sign and Post for <u>two hundred eighty two</u> Dollar(s) and <u>twenty three</u> Cent(s) per each.	686.99	2,747.96

Bid Schedule (CONT): ROBERTSON ROAD NORTH PATHWAY

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
9	3	EA	R&R Signs for <u>Two Hundred Park</u> Dollar(s) and <u>Twenty One</u> Cent(s) per each.	205.21	615.63
10	90	FT	F&I Safety Railing for <u>Two Hundred Fifty</u> Dollar(s) and <u>Twenty Six</u> Cent(s) per lineal foot.	254.36	22,892.40
11	2	EA	Utility Adjustments for <u>One Hundred Twenty</u> Dollar(s) and <u>Seven</u> Cent(s) per each.	175.10	350.20
12	1	LS	Seeding and Mulching for <u>Two Hundred Forty</u> Dollar(s) and <u>Twenty</u> Cent(s) per lump sum.	2747.20	2747.20
13	1	LS	Erosion and Sedimentation control for <u>Three Hundred</u> Dollar(s) and <u>Twenty One</u> Cent(s) per lump sum.	3217.51	3217.51
14	6	EA	F&I Pavement Markings for <u>Three Hundred Sixty</u> Dollar(s) and <u>Twenty One</u> Cent(s) per each.	368.72	2212.32
TOTAL BID (Addition of Totals from Items 1-14)				\$	218,902.28

RESOLUTION NO. 17-68

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR THE ROBERTSON ROAD NORTH PATHWAY, PROJECT NO. 13-42.

WHEREAS, the City of Casper desires to construct a new pathway extension along the east side of Robertson Road, from Chief Washakie Road to River Heights Drive; and,

WHEREAS, JTL Group, Inc., dba Knife River, is able and willing to provide those services specified as Robertson Road North Pathway, Project No. 13-42; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand Nine Hundred Fifty Dollars (\$10,950.00) and other project administration related change orders that do not substantially alter the scope of the project.

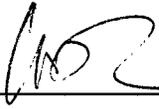
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with JTL Group, Inc., dba Knife River, for those services, in the amount of Two Hundred Eighteen Thousand Nine Hundred Two Dollars and 28/100 (\$218,902.28).

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 Eighteen Thousand Nine Hundred Two Dollars and 28/100 (\$218,902.28), and Ten Thousand Nine Hundred Fifty Dollars (\$10,950.00) for a construction contingency account, for a total project amount of Two Hundred Twenty-Nine Thousand Eight Hundred Fifty Two Dollars and 28/100 (\$229,852.28).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Ten Thousand Nine Hundred Fifty Dollars (\$10,950.00) 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 North Pathway, Project No. 13-42)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

April 19, 2017

MEMO TO: Liz Becher, Interim City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Dave Loden Construction, Inc., in the Amount of \$313,829.25, for the 2017 Roof Replacements

Meeting Type & Date

Regular Council Meeting; May 2, 2017

Action type

Resolution

Recommendation

That Council, by resolution, authorize an agreement with Dave Loden Construction, Inc., for the 2017 Roof Replacements, Project No. 17-015, in the amount of \$298,885.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$14,944.25, for a total project amount of \$313,829.25.

Summary

On Tuesday, March 28, 2017, one (1) bid was received for the 2017 Roof Replacements, Project No. 17-015. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Dave Loden Construction	Buffalo, Wyoming	\$298,885.00

The 2017 Roof Replacements Project includes the removal and replacement of the existing roofing systems at Fire Station No. 1 and the Casper Recreation Center. The existing roofing systems on both facilities are nearing the end of their operational lives, and a number of leaks have developed causing safety concerns. The new roofing systems will carry a fifteen (15) year warranty after installation. Work is scheduled to be completed by August 25, 2017. The estimate prepared by the City Engineering Division was \$293,000.00. The bid amount exceeded the estimate due to an increase in material costs between project design and the bid date.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As only one bid was received, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations

Of the total contract amount, \$294,177.50 is from Budgeted Current Revenue of the One Cent #15 Optional Sales Tax Fund, the Buildings and Structures Fund, and the General Fund. The

remaining \$19,651.75 is from Unbudgeted Unanticipated Revenue of the Special Fire Assistance Fund. The total contract amount of \$313,829.25 will be a one-time allocation.

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 Dave Loden Construction, Inc., 707 Circle Drive, Buffalo, Wyoming 82834, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace the existing roofing systems at Fire Station No. 1 and the Casper Recreation Center; and,

WHEREAS, Dave Loden Construction, Inc., is able and willing to provide those services specified as the 2017 Roof Replacements, Project No. 17-015.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work and provide the manufacturer's standard fifteen (15) year, ninety (90) mile per hour warranty required by the Contract Documents for the 2017 Roof Replacements, Project No. 17-015, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **August 25, 2017** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **September 1, 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 Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for

final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Ninety-Eight Thousand Eight Hundred Eighty-Five Dollars (\$298,885.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (pages 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 14.1 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 \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (0).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.11 Division 02 – Site Construction, consisting of one (1) section.
- 8.12 Division 07 – Thermal and Moisture Protection, consisting of three (3) sections.
- 8.13 Notice of Award.
- 8.14 Notice to Proceed.
- 8.15 Minutes of the Pre-Bid Conference, if any.

8.16 Contract Drawings consisting of four (4) drawing sheets, with each sheet bearing the following general title:

2017 Roof Replacements, Project No. 17-015

8.17 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.18 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.19 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

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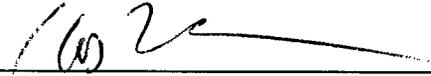
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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:



CONTRACTOR:

Dave Loden Construction, Inc.

WITNESS:

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

ATTEST:

By: _____

By: _____

Tracey L. Belser

Kenyne Humphrey

Title: City Clerk

Title: Mayor

RESOLUTION NO.17-69

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DAVE LODEN CONSTRUCTION, INC., FOR THE 2017 ROOF REPLACEMENTS, PROJECT NO. 17-015.

WHEREAS, the City of Casper desires to remove and replace the existing roofing systems at Fire Station No. 1 and the Casper Recreation Center; and,

WHEREAS, Dave Loden Construction, Inc., is able and willing to provide those services specified as 2017 Roof Replacements, Project No. 17-015; 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 Fourteen Thousand Nine Hundred Forty-Four Dollars and 25/100 (\$14,944.25) and other project administration related change orders that do not substantially alter the scope of the project.

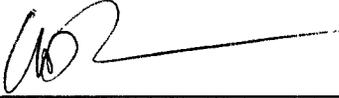
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Dave Loden Construction, Inc., for those services, in the amount of Two Hundred Ninety-Eight Thousand Eight Hundred Eighty-Five Dollars (\$298,885.00).

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 Ninety-Eight Thousand Eight Hundred Eighty-Five Dollars (\$298,885.00), and Fourteen Thousand Nine Hundred Forty-Four Dollars and 25/100 (\$14,944.25) for a construction contingency account, for a total project amount of Three Hundred Thirteen Thousand Eight Hundred Twenty-Nine Dollars and 25/100 (\$313,829.25).

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 Fourteen Thousand Nine Hundred Forty-Four Dollars and 25/100 (\$14,944.25) 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:
(2017 Roof Replacements, Project No. 17-015)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

April 19, 2017

MEMO TO: Liz Becher, Interim City Manager 
FROM: Andrew Beamer, Public Services Director 
Dan Coryell, Parks Manager
SUBJECT: Passing a Resolution to Change Fees for the Use of Parks.

Meeting Type & Date

Regular Council Meeting
5/2/17

Action type

Resolution

Recommendation

That Council, by resolution, adjust fees for the use of parks.

Summary

Staff is recommending changes to the parks use fees and policies including:

- Eliminating specified times to align with the online reservation system
- The removal of damage deposits for most locations
- The increase of deposits for the North Casper Clubhouse, the Wells Park Pavilion, the Washington Park Band Shell, and the Crossroads Pavilion
- Adding fees for the Washington Park Band Shell stage extension when requested
- Clarifying the policy for parking lot rental at Adventure Playground
- The clarification and elimination of certain sections pertaining to special events

In 2015, Council passed a resolution which changed park fees and set reservations as 4 hour blocks during defined times; 10:00 a.m. to 2:00 p.m. and 4:00 p.m. to 8:00 p.m. The specified times has caused issues as the online rental system cannot be set up to only allow rental during these specified times. The system allows renters to select their own 4 hour block. The change will align the fee resolution with the current online reservation system and current rental practices.

The resolution also eliminates the damage deposit for most locations. In 2015, Council eliminated deposits for small shelters. This created a much easier and faster rental system for citizens and eliminated the need for staff to check small shelters after events. Since then, staff has found that damage is rare in most park locations, excepting those locations used mainly by large events (the North Casper Clubhouse, the Wells Park Pavilion, the Washington Park Band Shell, and the Crossroads Pavilion). The elimination of deposits will alleviate the need for Customer Service Staff to track and return deposits, easing the rental process. Instead of a damage deposit, staff is

recommending adding a section under “Additional Fees” that allows the City to bill a renter for repair.

Staff recommends that refundable damage deposits remain and be increased for the Crossroads Pavilion, the Wells Park Pavilion, the North Casper Clubhouse, and the Washington Park Band Shell. These locations are popular for larger events and have often been left dirty, damaged, or renters have been found to have violated the rental rules. The deposit increase will cover the true costs of cleanup at these locations and will hopefully encourage renters to follow rental rules and clean up after their events. The Washington Park Band Shell and North Carper Club House refundable damage deposits will be raised from \$50 to \$100 and the Wells Park Pavilion and Crossroads Pavilion fees will be raised from \$25 to \$50.

A fee was also added for the installation and removal of the Washington Park Band Shell stage extension. The extension was a joint project of the City of Casper and the Wyoming Symphony Orchestra and was completed in the fall of 2016. The stage extension is meant to house larger orchestras and bands and is generally not needed by most historic renters of the Band Shell. Staff recommends setting the fee for the stage assembly and removal at \$400. This is based on the true cost of setting up and tearing down the stage (two parks employees taking two hours for set up and two hours for tear down).

Staff recommends clarifying the section concerning the rental of the parking lot located by Adventure Playground in the Crossroads Sports Complex. The fee for the parking lot is currently set at \$30 and was originally meant for large community events, whose users generally rent the entire park at a cost of \$325 per four hour block. Several people have approached the City regarding rental of only the parking lot for large events, which may spill over into other park spaces. The rental of only the parking lot can cause access issues for other shelter and pavilion renters, who have paid a higher fee (\$60 per shelter), but are left with no place to park for their event. A renter can essentially rent the entire park by simply paying a \$30 fee to rent the parking lot, blocking access to other users. Staff recommends that rental of the parking lot only be allowed if a user rents all shelters, the Pavilion, and the green space at the park.

Staff recommends striking language regarding the reduction of fees for special events benefiting charitable causes. The section created confusion as it does not specify what shelters, pavilions, or other facilities can be rented for the \$60 fee. Instead, staff is recommending that groups utilize the Council Goals Community Promotions Program to gain sponsorship of their event or a reduction in costs for charitable events.

In addition, staff is also recommending changes regarding commercial activities in parks. Staff has few requests to conduct commercial activities in parks outside of special community events. Many of these events benefit charitable organizations, or are free and open to the public, with little profit for the event organizer. In many cases, event organizers do not charge vendor fees and when they do, the \$60 per vendor fee is more than they charge their vendors. Often, the fee is waived for special events. Staff recommends exempting special events with reservations from the commercial activity fee. The \$60 fee will be for an eight hour period and will remain for commercial activities outside of special events; i.e. a balloon salesman wants to place a stand at City Park during the parade. These activities will be at the permission of the Parks Manager.

Financial Considerations

Increase in damage deposits for Wells Park Pavilion, Washington Park Band Shell, North Casper Clubhouse, and Crossroads Pavilion. Removal of the required deposit for large shelters. A fee of \$400.00 for the installation and removal of the stage extension at the Washington Park Band shell.

Oversight/Project Responsibility

Dan Coryell, Parks Manager and Connie Arnold, Finance and Customer Service Supervisor.

Attachments

A Resolution is attached.

RESOLUTION NO.17-70

**A RESOLUTION RESCINDING RESOLUTION NO. 15-12
AND ESTABLISHING FEES FOR THE USE OF PARKS AND
TENNIS COURTS.**

WHEREAS, the Casper City Council has established a policy that individuals, groups, or organizations who desire the use of various recreational facilities shall bear a substantial portion of the costs of servicing, maintaining, and improving these facilities; and,

WHEREAS, it is necessary to review these fees on a regular basis, and revise, as necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fees are hereby established for the use of parks and tennis courts, effective May 1, 2017.

STANDARD FEE STRUCTURE FOR PARK RESERVATIONS

These basic park fees guarantee exclusive use of the defined park area IN FOUR-HOUR BLOCKS provided written permit is approved and appropriate fees are paid in full at least seven (7) days prior to the requested date(s). Permits are available at City Hall, Monday – Friday, 8:00 a.m. – 5:00 p.m. The Group must have possession of the permit during the usage.

Category	Block 1 10:00am – 2:00pm	Block 2 4:00pm – 8:00pm	REFUNDABLE DAMAGE DEPOSIT
Small Shelter	\$30.00	\$30.00	N/A
Large Shelter	\$60.00	\$60.00	\$25.00

Category/ Facility	Per 4-Hour Block	REFUNDABLE DAMAGE DEPOSIT
Small Shelter	\$30.00	N/A
Large Shelter	\$60.00	N/A
Open Tables	\$30.00	N/A
Green Space with Power*	\$35.00	N/A
Green Space without Power	\$25.00	N/A
Nancy English Park South Bridge	\$25.00	N/A
Adams Park Bridge	\$25.00	N/A
Crossroads Pavilion	\$30.00	\$50.00
Wells Park Pavilion	\$60.00	\$50.00
Adventure Park Parking Lot (only available when renting all spaces-Shelter 1, Shelter 2, Shelter 3, Shelter 4, Green Space and Pavilion)	\$30.00	N/A

Washington Park Band Shell**	\$60.00	\$100.00
North Casper Clubhouse	\$60.00	\$100.00

*POWER WHERE AVAILABLE

**A FEE OF \$175 SHALL APPLY TO THE REMOVAL OF RISERS FROM THE WASHINGTON PARK BAND SHELL IF REQUESTED BY RENTER.

** A FEE OF \$400 WILL BE CHARGED FOR INSTALLATION/REMOVAL OF THE WASHINGTON PARK BAND SHELL STAGE EXTENSION.

Category	Location	Options	Price per 4 hour time block	Deposit
Special Event	Adams Park	Green Space	\$25.00	N/A
		Shelter 1	\$30.00	N/A
		Bridge	\$25.00	N/A
Special Event	City Park	Green-space w/o power	\$25.00	N/A
		Green-space w/ power	\$35.00	N/A
Special Event	Wells Park	Green-space	\$25.00	N/A
		Shelter 1	\$60.00	\$25.00
		Shelter 2	\$60.00	\$25.00

Category	Location	Options	Price	Deposit
Special Event	Conwell Park	Green space w/o power	\$25.00	N/A
		Green-space w/ power	\$35.00	N/A
		Gazebo	\$30.00	N/A
		Shelter 1	\$60.00	\$25.00
		All spaces together w/o power	\$115	\$25.00
		All spaces together w/ power	\$125	\$25.00
Special Event	Washington Park	Green Space	\$25.00	N/A
		Band Shell	\$30.00	\$50.00
		Removal of risers	\$175.00	N/A
		Shelter 1	\$30.00	N/A
		Shelter 2	\$30.00	N/A
		Shelter 3	\$30.00	N/A
		Open Tables	\$30.00	N/A
Special Event	Riverview Park	Green-space	\$25.00	N/A
		North Casper Clubhouse	\$60.00	\$50.00
		Shelter 1	\$30.00	N/A
		Shelter 2	\$30.00	N/A
		Shelter 3	\$30.00	N/A

Special Event	Adventure Park	Green space w/o power	\$25.00	N/A
		Green space w/ power	\$35.00	N/A
		Shelter 1	\$60.00	N/A
		Shelter 2	\$60.00	N/A
		Shelter 3	\$60.00	N/A
		Shelter 4	\$60.00	N/A
		Pavilion	\$60.00	\$25.00
		East end parking lot	\$30.00	N/A

Category	Location	Price per 1 hour time block	Deposit
Tennis	Tennis Court (any)	\$2.00	N/A

Exceptions

1. City-sponsored and Supported Events – no charge.
2. School District Special Events – no charge.
3. Casper College Special Events – no charge.
4. Veterans' Park (for official Veterans' ceremonies) – no charge.
5. ~~Special events that directly benefit a charitable cause – \$60.00/four hour block for park reservation, and the appropriate refundable damage deposit.~~
6. Commercial Activities - ~~\$60.00/four hour block per vendor in addition to standard fee structure for~~ PER EIGHT HOUR PERIOD WITH PERMISSION OF THE PARKS MANAGER. COMMERCIAL ACTIVITIES PART OF events ~~which are open to the public~~ WHICH HAVE RESERVED SPACE AND PAID FEES FOR USE ARE EXEMPT.
7. Tennis Court reservations for the School District or for Casper College – no charge; however, City sponsored classes or tournaments have first priority.
8. Rental of green spaces and shelters does not include play structures.
9. Rental of a space for two four hour blocks on the same day shall entitle the renter to use the rented area for the intervening time as well, and a second damage deposit for the second four hour block will not be required.
10. ~~Rental of shelters or special areas at times of day other than those listed above is allowable with the approval of the Parks Manager.~~
- 10.11. Rental of shelters or special areas for time periods longer than four hours is allowable with the approval of the Parks Manager. The Parks Manager is authorized to determine appropriate additional fees for rentals that exceed the standard four hour time limit.

Park Reservation Permits:

1. All reservations will require a permit. Permits will be initiated by the Finance Division, and copies will be sent to the Parks Division and the Police Department.
2. Private functions involving up to 200 people must be approved by the Parks Division Manager.

3. Private functions involving more than 200 people, or functions which are open to the public, or functions which involve amplified music, must be approved by both the Parks Division Manager and the Police Chief.

Pre-function Meetings:

1. If a function involves the need to drive vehicles on a park, or the need to drive stakes into the ground, the applicant must meet with the Parks Division Manager or his/her representative for specific direction on where vehicles and stakes will be allowed.
2. Applicants may be required to meet with the Parks Division and/or the Police Department if a function has the potential for noise problems, parking problems, damage to the park, or disorderly conduct.

Insurance Certificates:

1. Private functions involving more than 200 people, and/or functions which are open to the public, require a certificate of insurance for established organizations and businesses that carry liability insurance.
2. The certificate must list the City as an additional insured and be in the amount of \$250,000 per occurrence or \$500,000 aggregate.

Additional fees:

1. The City may require deposits or fees in addition to those listed above if unusual circumstances require additional direct expenses not herein provided. Example: Police security personnel.
2. The City may require an online convenience fee, in addition to any charges listed above, as might be applied through an online reservation system.
3. THE CITY MAY BILL A RENTER FOR REPAIR EXPENSES DUE TO DAMAGE OR BREAKAGES OF PARK AMENITIES, E.G. ELECTRICAL OUTLETS, TABLES, LIGHT FIXTURES, IRRIGATION, TURF CAUSED BY RENTAL ACTIVITY.

Special rates:

The City Manager or authorized designate may authorize reductions in fees for CHARITABLE EVENTS, special promotions, unique situations, or emergencies, if such reductions would be in the best interests of the City of Casper.

BE IT FURTHER RESOLVED: That Resolution No. 15-12 is hereby rescinded.

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

March 27, 2017

MEMO TO: Liz Becher, Interim City Manager 

FROM: Andrew Beamer, Public Services Director 
Cynthia Langston, Solid Waste Division Manager
Alex Sveda, Associate Engineer

SUBJECT: Contract with Terracon Consultants, Inc.
Casper Regional Landfill Lifetime Permit Annual Reporting and Monitoring
Project No. 17-007.

Meeting Type & Date:

Regular Council Meeting, May 2, 2017

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with Terracon Consultants, Inc., in an amount not to exceed \$28,969, for the Casper Regional Landfill Lifetime Permit Annual Reporting and Monitoring, as required by Wyoming Department of Environmental Quality (WDEQ), Project No. 17-007.

Summary:

The Casper Regional Solid Waste Facility is required to perform groundwater, leachate and methane emissions sampling, monitoring and reporting under its Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) Casper Regional Landfill Permit #10.071.

Under this permit, the City of Casper is required to perform the following:

1. Annually sample groundwater for seven (7) groundwater wells.
2. Annually sample leachate from landfill cells #1, #2, #3, and #4 leachate control system.
3. Quarterly collect water level measurements for three (3) wells.
4. Quarterly collect methane level measurements for three (3) wells.
5. Annual groundwater monitoring reporting including volume calculations related to air space used for burying waste where aerial photography is used.
6. Annual reporting of waste placement.

The City of Casper received five (5) proposals regarding this work. Terracon Consultants, Inc. was the only Wyoming-based Consultant to submit a proposal and was determined to be the most qualified to complete WDEQ/SHWD requirements for the Annual Reporting and Monitoring for the Casper Regional Landfill.

Page 1 of 2

Staff recommends awarding Terracon Consultants, Inc., a contract related to environmental monitoring for the Casper Regional Landfill Permit #10.071 in the amount of \$28,969.

The Time of Performance for this contract is to complete all tasks by April 16, 2018. This contract includes quality assurance/quality control review of laboratory analysis results, statistical analysis, and preparation of annual reports for monitoring of groundwater wells and landfill leachate, and methane gas emissions. The contract also provides for reporting and monitoring of water and methane levels in designated wells, updating annual air space used, and identifying funding needs to construct the next lined landfill cell.

Financial Considerations

Project funding is from Balefill Fund Reserves and is included in the Balefill FY17 budget.

Oversight/Project Responsibility

Cindie Langston, Solid Waste Manager

Attachments

Resolution

Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 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. Terracon Consultants, Inc., 1505 Old Happy Jack Road, Cheyenne, Wyoming, 82001 ("Contractor").

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

RECITALS

A. The City is undertaking certain activities necessary to meet requirements of the Wyoming Department of Environmental Quality (WDEQ) for ground water and leachate quality, and methane emissions and annual permit reporting for the Casper Regional Landfill Lifetime Permit Annual Reporting & Monitoring, Project No. 17-007.

B. The project requires professional services for ground water, landfill gas, and leachate analysis and reporting, and annual permit reporting.

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

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

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

1. SCOPE OF SERVICES:

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

A. General Requirements

1. The project location is the Casper Regional Landfill.
2. The Contractor will provide two copies of documents and work products in electronic format compatible with the City's software, and two (2) bound hard

copies to the City. Maps and drawings will be in AutoCAD format. Text will be in Microsoft Word and/or Microsoft Excel. The Contractor will provide up to three additional hard copies of the reports to third parties as requested by the City. Reports for WDEQ or other third parties will be bound or left unbound as appropriate or requested by the City. The Contractor will coordinate AutoCAD drawings to be compatible with the City's software.

3. The Contractor will comply with the analysis and reporting requirements of the Wyoming Department of Environmental Quality Solid and Hazardous Waste Division (WDEQ/SHWD) for groundwater, leachate, and methane monitoring for landfills and reporting provisions of the WDEQ Permit for the Casper Regional Landfill.
4. The City's personnel will perform sample bottle ordering, sampling, and sample delivery, in accordance the schedule approved by the WDEQ as outlined in the CRL Environmental Monitoring Plan (EMP). City personnel will provide the necessary documentation to the Contractor within two weeks of the sampling event. City personnel will inform the Contractor by May 1, 2017 if they want Contractor team to perform the bottle ordering, sampling and sample delivery.
5. The City's personnel will perform water level measurements and methane monitoring quarterly as prescribed in the WDEQ approved CRL EMP. City personnel will provide the necessary documentation to the Contractor within two weeks of the sampling event. City personnel will inform the Contractor within two weeks of the quarterly methane monitoring if they want Contractor to perform the work.
6. The City's personnel will perform leachate sampling as prescribed in the WDEQ approve CRL EMP. City personnel will provide the necessary documentation to the Contractor within two weeks of the sampling event. City personnel will inform the Contractor by May 1, 2017 if they want Contractor to perform the work.

B. Annual Ground Water and Leachate Quality Reporting

1. Laboratory analyses will be performed under separate agreement. The Contractor will provide quality control (QC) review of laboratory reports in accordance with the requirements of the Casper Regional Landfill permit and the WDEQ/SHWD Solid Waste Rules and Regulations. The schedule for services will comply with the CRL EMP as approved by WDEQ that includes quarterly water level measurements and methane monitoring and annual groundwater and leachate sampling, as it may be amended from time to time.
2. The Contractor will perform annual data reduction and statistical analyses for groundwater wells. Additionally, a quality control review of the analytical data from the landfill leachate cells sampled. Upon completion of the data review and statistical analysis, the Contractor will submit the results to

WDEQ within forty-four (44) days from receipt of final data from the contract laboratory and in accordance with the Casper Regional Landfill Operating Permit and WDEQ/SHWD Guideline Number 14. The sampling analyses will be summarized in the annual report, required under this Agreement.

3. The Contractor will provide quality control (QC) review of reports generated from the sampling events including reports from the contract laboratory and field documents from the sampling teams.
4. If requested by the City, the Contractor will provide personnel to sample groundwater monitoring wells as required by provisions of the WDEQ Permit for the Casper Regional Landfill. Other monitoring wells may be added to the list and wells may be excluded from sampling at the City's discretion for the same cost per well as provided in Table 1. The City will provide the Contractor two (2) weeks prior notice for this service.
5. When the Contractor samples groundwater monitoring wells as described in the preceding paragraph, the Contractor will perform the QC and analyses tasks described in Items A, B, and C above, and have the QC analyses performed by qualified personnel other than the sampling team members.

C. Quarterly Water Level and Methane Emissions Reporting

1. The City's personnel will collect quarterly methane and water level data, and will provide the results to the Contractor. The Contractor will provide QC review and prepare quarterly letter reports of the results for WDEQ/SHWD and the City. If methane results indicate a methane level above WDEQ/SHWD's action level of twenty-five percent (25%) of the lower explosion limit, the Contractor will provide this information to the City and WDEQ/SHWD within twenty-four (24) hours as required by WDEQ/SHWD rules and regulations.
2. If requested by the City, the Contractor will provide a portable explosive gas meter and personnel to perform methane monitoring and collect groundwater levels from monitoring wells. The City will provide the Contractor two (2) weeks prior notice for this service.
3. When the Contractor performs methane monitoring and collects groundwater levels as previously described, the Contractor will arrange for separate QC review and report the results to the WDEQ and the City within thirty (30) days of the event.

D. Annual Maintenance of Monitoring Wells and Pumps

1. Periodic maintenance of monitoring wells and sampling pumps is required to extend the life of the monitoring wells and to continue providing representative groundwater samples. The monitoring well network will be evaluated periodically to verify that the monitoring wells are functioning properly. Since the City is currently planning on having their personnel perform the groundwater and methane monitoring, the City will report any

problems with the monitoring wells to the Contractor that will be addressed during the scheduled maintenance.

2. Annually, approximately twenty percent (20%) of the existing monitoring wells will be scheduled for maintenance on a rotational basis so in approximately a five-year (5 year) period all monitoring wells will have maintenance performed. This maintenance will consist of removing the pump and tubing, replacing the pump's bladder and tubing if necessary, and checking that the connections are tight. If necessary, the Contractor will remove silt from the bottom of the well, re-develop the well by manual surging, and pump the well with an electric submersible pump. The well cap and lock will be replaced if necessary, the pump components reconditioned or replaced, well identification tags replaced or re-etched, and the pump components reassembled.

E. Meetings

1. Meetings will coincide with the meetings associated with the Closed Balefill meetings scheduled with the City.
2. Additional meetings will be attended at the request of the City and compensated as described in Table 1.

F. Annual Reporting

1. Annual WDEQ/SHWD Reporting
 - a. The Contractor will prepare an annual report summarizing the groundwater and leachate quality, methane monitoring data, water level data, and statistical analysis for submittal to WDEQ/SHWD. The report will present and discuss the data collected from January through December for each year, for enumerated items in B and C above.
 - b. The annual WDEQ/SHWD report will also include a summary of sampling work done during the year, and outline of activities required by regulation, an analysis of the data, and a list of activities recommended for the following year related to the environmental monitoring system and leachate management.
 - c. Waste volume change for the previous calendar year and/or fiscal year for the Casper Regional Landfill will be calculated, by comparison of topographic survey provided by the City for the current year and the previous year, and reported in relation to quantities of waste received and sand removed, respectively, from Casper Regional Solid Waste Facility records. In addition, remaining capacity (in cubic yards) and estimated life (in years) will be calculated using permitted capacity as described in the Casper Regional Landfill permit. Remaining capacity and estimated life will be included in the annual report by the Contractor. Contractor will also work with the City to change from a calendar year reporting to a

fiscal year reporting in relation to permitted air space used and remaining capacity.

- d. Quarterly waste placement maps in AutoCAD will be prepared by the City and provided to the Contractor within thirty (30) days of completion. The annual report will include the waste placement information for all four (4) quarters.
 - e. Any annual report requirements of WDEQ/SHWD's lifetime permits will be included in the annual report and any topics specified by the City as agreed to during the designated December 2017 meeting.
 - f. The Contractor will provide one electronic copy of the draft report via e-mail to the City for review and comment by March 15, 2018. The Contractor will schedule a minimum of three weeks' time for City's review and comment. The final report will be provided to the City as described in Section I, Item 1 – General Requirements, by the required lifetime permit deadline of April 16, 2018.
 - g. The Contractor will conduct an annual statistical analysis of the groundwater sampling results of the reporting period and include the annual statistical analysis in the annual report.
2. Annual WDEQ/Air Quality Division (AQD) reporting will be provided under separate contract. Monthly Support of Leachate Management Controls and Weekly Leachate Collection System Data
- a. The Contractor will contact City staff monthly to obtain weekly leachate collection system data, and will consult with City staff about any unusual activities, maintenance, or system problems associated with the leachate pumps, leachate generation, leachate piping system, etc.
 - b. Monthly meetings between Contractor and City staff will be held no later than the first Monday of the following month.
 - c. Leachate data, including weekly inspections, maintenance activities, and leachate generation, will be described and included in the annual report.
 - d. Analysis of leachate generation and analytical results will be included in the annual report.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 16th of April 2018.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty-Eight Thousand Nine Hundred Sixty-Nine and 00/100 Dollars (\$28,969.00).

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.

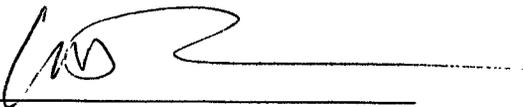
6. EXTENT OF CONTRACT:

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:



A handwritten signature in black ink, consisting of a stylized 'C' followed by a series of loops and a long horizontal stroke, positioned above a solid horizontal line.

Template 7/12/16
Terracon

Casper Regional Landfill Lifetime Permit Annual Reporting & Monitoring, Project No. 17-007

Page 6 of 13

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS:

CONTRACTOR:
Terracon Consultants, Inc.

By: Emmett Hite

By: [Signature]

Printed Name: Emmett Hite

Printed Name: CLAY MUIRHEAD

Title: Assitant Project Manager/Materials

Title: PRINCIPAL

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. 17-71

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH TERRACON CONSULTANTS, INC., FOR THE CASPER REGIONAL LANDFILL LIFETIME PERMIT ANNUAL REPORTING AND MONITORING, PROJECT NO. 17-007.

WHEREAS, the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) issued an operating permit for the City of Casper Regional Landfill on April 17, 2016; and,

WHEREAS, the operating permit requires the City of Casper to monitor the ground water quality and air emissions related to the new lined regional landfill and provide annual reporting; and,

WHEREAS, the City of Casper desires to enter into a contract for professional services with Terracon Consultants, Inc., to provide monitoring and reporting for the Casper Regional Landfill for a one year period; and,

WHEREAS, Terracon Consultants, Inc., is able and willing to provide those services, specified as Casper Regional Landfill Lifetime Permit Annual Reporting and Monitoring, Project No. 17-007.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Terracon Consultants, Inc., to provide professional consulting services for the Casper Regional Landfill Lifetime Permit Annual Reporting and Monitoring, Project No. 17-007.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments as set forth in said Agreement with funds from the Balefill Cost Center not to exceed the sum of Twenty-Eight Thousand Nine Hundred Sixty-Nine and 00/100 Dollars (\$28,969.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

April 24, 2017

TO: Liz Becher, Interim City Manager 

FROM: Andrew Beamer, Public Services Director
Cynthia Langston, Solid Waste Division Manager
Sean Orszulak, Solid Waste Superintendent

SUBJECT: Authorizing Professional Services Contract with Recycling Industrial Repairs for the Baler Gather Cylinder Project

Meeting Type & Date:

Regular Council Meeting, May 2, 2017

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a Professional Services Contract with Recycling Industrial Repairs, Inc. (RIR), for a total project cost in an amount not to exceed \$60,000, for the Baler Gather Cylinder Project No. 16-056.

Summary:

City Council awarded a professional services agreement to RIR to repair the City's baler gather cylinders on March 7, 2017. On Friday, March 24, 2017, the cylinder tubes were repaired, and the piston rods were inspected. The piston rods were both outside of manufacturer's tolerance for being straight. The piston rods cannot be repaired to make the rods within manufacturer's tolerance and RIR recommended purchasing new piston rods. New piston rods can take up to fourteen (14) weeks to manufacturer unless the steel is available in the United States. RIR staff called several steel manufacturers in the United States and found one that had the steel needed to manufacture the piston rods. RIR's cost to manufacture new piston rods is \$30,000 for each piston rod. At the April 25, 2017 City Council work session, City Council provided direction to City staff to prepare a professional services agreement for their consideration to approve a sole source purchase of new piston rods for the baler systems. City staff recommends approval for RIR to manufacture new piston rods for a total cost not to exceed \$60,000.

The manufacturer of the City's balers (Harris Waste Management Group, Inc.) provided a one-year warranty on the City's baler cylinders. The warranty period ended April 11, 2016 for the south baler and July 22, 2016 for the north baler. RIR will provide the City a report including information that supports the piston rods were not manufactured straight. When the City receives the RIR report, staff will contact the president of Harris Waste Management Group, Inc., to discuss a warranty claim.

Financial Considerations:

Project funding is from Balefill Fund Reserves and is included in the Balefill FY17 budget.

Oversight/Project Responsibility:

Sean Orszulak, Superintendent of Solid Waste Operations

Attachments:

Professional Services Agreement

Exhibit A – March 7, 2017 RIR Contract to Repair Baler Cylinders

Exhibit B – RIR Costs to Manufacture New Piston Rods

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 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. Recykling Industrial Repairs, 50 W. Railroad Street, Milan, Georgia 31060 ("Contractor").

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

RECITALS

- A. The City is undertaking a project to purchase new piston rods for the baler gather cylinders.
- B. The project requires professional services to manufacture piston rods for each of the gather cylinders for the City's balers; and providing a 1-year warranty.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

A. Manufacture Piston Rods

Contractor shall engineer and manufacture a new piston rod for each of the gather cylinders for the City's balers. The piston rods shall be built in accordance with standards that assure sealing and guiding performance under the parameters that this cylinder is designed to operate at 5,000 pounds per square inch and 100-205 degrees Fahrenheit.

B. Provide One (1) Year Warranty

After the Contractor reinstalls the new piston rods into each baler cylinder system, the City will arrange to transport the baler cylinder systems and the defective piston rods back to the Casper Solid Waste Facility. The cylinder leak tests and one (1) year warranty provided in the March 7, 2017 Contractor's professional services agreement to repair the baler cylinders shall include the new piston rods, see Exhibit A for details.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of May, 2017.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Sixty Thousand Dollars (\$60,000), see Exhibit B.

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, see Exhibit B. Fifty percent (50%) of payment is due within thirty (30) days of receipt of the damaged cylinders by the Contractor, and the remaining fifty percent (50%) of payment is due within thirty (30) days of the City receiving the repaired cylinders, a successful cylinder bench test performed by an independent third party, and two (2) successful operational cylinder leak tests conducted within a minimum of two (2) weeks apart to verify the repaired cylinders will not leak.

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.

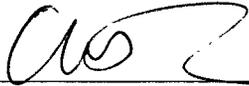
6. EXTENT OF CONTRACT:

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:

A handwritten signature in black ink, appearing to be 'AWZ', is written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS:

CONTRACTOR
Recykling Industrial Repairs, Inc.

By: Kayla Crumley
Printed Name: Kayla Crumley
Title: secretary

By: James M Crumley
Printed Name: JAMES M CRUMLEY
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 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.

Exhibit A

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 7th day of March, 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. Recykling Industrial Repairs, 50 W. Railroad Street, Milan, Georgia 31060 ("Contractor").

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

RECITALS

- A. The City is undertaking a project to repair the baler gather cylinders.
- B. The project requires professional services for the repairs including honing the cylinder barrels to remove all scoring and variances in the bore; replacing the Teflon seals and piston head; and providing a 1-year warranty.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

- A. Shipping Gather Cylinders to Contractor will be at the expense of the City.

The City shall ship both its north and south gather cylinder to Contractor's manufacturing facility located at 10 West Street SE, Lindale, GA, 30147.

B. Remove Push Rod and Piston Head from Cylinder Tube

Contractor shall remove the push rod and piston head from the cylinder tube for both baler cylinders. The cylinder tube will then be placed on the honing machine and the honing machine shall be operated to remove all defects including scoring lines, scratches, abrasions, and bulging to ensure the tube diameter is consistent throughout the length of the bore.

C. Manufacture Piston Head and Teflon Seal

Contractor shall engineer and manufacture a new piston head. This piston head shall be built in accordance with standards that assure sealing and guiding performance under the parameters that this cylinder is designed to operate (5000 pounds per square inch, 40 inches per second, and 100-205 degrees Fahrenheit). The piston head shall have two (2) types of bearing material that shall stabilize the piston and rod assembly. It shall have a piston seal comprised of three (3) different materials that can withstand pressures up to 10,000 psi. The piston and its design are proprietary. The City may have someone present during the installation of the piston. This person must sign a confidentiality agreement and accept terms and conditions of the responsibilities included within the confidentiality agreement.

The contractor will not disclose any detail drawings or technical information during the process. Assembly drawings and replacement part numbers shall be provided for both cylinders to the City.

D. Assemble Repaired Cylinder Tube, New Piston Head, and New Seal

The new seal shall be assembled onto the new piston head and will be larger than the cylinder bore. The seal shall be turned on a lathe to size it to within 20 to 30 thousandths of an inch over the cylinder bore. The new piston head shall be assembled to the piston rod. Then the piston rod and seal shall be inserted into the cylinder tube and the new piston head and seal shall be press fit into the cylinder bore. Then the new brass bushings, rod seal and wiper shall be installed and the rear cylinder head cap shall be all assembled.

E. Bench Test Cylinder

A bench test of the repaired cylinder shall be performed and shall consist of pressure at 1000 psi being placed on the backside of the piston head and held for eight (8) hours while continuous monitoring of the front side of the piston is completed to ensure there is no pressure build up or change to verify no leakage past the seal. The City shall have a representative present during the bench test for both cylinder systems. A written report of the bench test results shall be provided to the City within 48 hours of the test.

F. Return Repaired Cylinder to City

The City shall be responsible for the cost of transportation of the repaired cylinder from Georgia back to the Casper's Solid Waste Facility. The City shall have a local cylinder shop bench test each cylinder to verify no leakage past the seal and shall provide the bench test results to the Contractor within 48 hours of the test.

G. Provide One (1) Year Warrantee

The City shall reinstall the repaired cylinder back into each baler, and perform and record an operational leak test, see Section 1. H. Gather Cylinder Leak Test Procedure. The City shall perform and record leak tests every 167 hours of operation and shall provide the results to Contractor with 24 hours of the test for a minimum of one (1) year after the repaired cylinder was shipped from RIR's facility.

Any failures of the leak test shall be reported to the Contractor within 24 hours of the test, and shall be accompanied by a written report of the circumstances of the claimed operational failure, see Exhibit A for details of the one (1) year warrantee.

H. Gather Cylinder Leak Test Procedure

The Contractor and City agree the cylinder leak test procedure that the City shall use during the one (1) year warrantee period is as follows.

Use a high pressure pump at a low volume setting of 15 gallons per minute at 4500 psi and lower it to 3500-4000 psi which would be 1V6 or 2V6. The baler shall be run for several hours to get the oil temperature up to at least 100 degrees Fahrenheit; this should also get the metal piping cylinder tubes up to 90-100 degrees Fahrenheit.

The data logging equipment needs to be connected to the front/rear of the gatherer cylinder and also have a laser connected to the gatherer ram to monitor the movement of the ram.

- i. The test needs to be performed while the baler makes a bale in automatic mode and then placed in manual mode before the bale is ejected.
- ii. Then manually forced on solenoid S4 with the PLC. Solenoid S4 valve controls the flow to the rear head of the gatherer cylinder and then manually forced on solenoid 1V6 on motor one or 2V6 on motor two respectively depending on which motor is running at the time. Both motors do not need to be running to perform the test.

- iii. Let the gather ram go forward against the bale and hold pressure for 58 seconds assuring that the bale is completely compressed and the gatherer ram is no longer moving.
- iv. Then manually forced on solenoid S1. Solenoid S1 is the valve that lets the oil on the front/rod end of the gatherer ram. By manually forcing on solenoid S1; it traps the oil in the front/rod end if any oil was leaking around the gatherer ram.
- v. Then monitor the pressure in the front end of the gatherer ram for up to one minute and the pressure on the front end should not rise. If it does rise, this shall be considered a failure and shall be reported to the Contractor and claimed as a warrantee failure.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of May, 2017.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Twenty Thousand Dollars (\$120,000), see Exhibit B.

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, see Exhibit B. Fifty percent (50%) of payment is due within 30 days of receipt of the damaged cylinders by the Contractor, and the remaining 50% of payment is due within 30 days of the City receiving the repaired cylinders, a successful cylinder bench test performed by an independent third party, and two (2) successful operational cylinder leak tests conducted within a minimum of two (2) weeks apart to verify the repaired cylinders will not leak.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belsor
Tracey L. Belsor
City Clerk

Kerlyne Humphrey
Kerlyne Humphrey
Mayor



WITNESS:

CONTRACTOR
Recykling Industrial Repairs

By: _____

By: Mike Crumley

Printed Name: _____

Printed Name: MIKE CRUMLEY

Title: _____

Title: OWNER

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

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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:

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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.

EXHIBIT A

RECYKLING INDUSTRIAL REPAIRS, INC. (RIR)
50 W. Railroad Street
Milan, GA 31060

ONE (1) YEAR LIMITED WARRANTY FOR CITY OF CASPER, WY

The Limited Warranty only applies to hydraulic cylinders repaired by RIR.

- A. Subject to the terms and conditions herein, RIR warrants hydraulic cylinders repaired by RIR for a period commencing the date the repaired cylinders are shipped to Casper and extending for a period of one (1) year or two thousand (2000) hours of operation whichever occurs first against operational failure solely to the extent caused by defective materials or workmanship, provided that (a) such failure occurs during use of the cylinder in conformance with the System not to exceed system pressure and (b) there has been no disassembly, modifications, alterations, damage, misuse, abuse, misapplication, contamination, maintenance or repair of the repaired cylinder. Warranty is conditioned upon customer (a) advising RIR in writing of the warranty claim within 24 hours of the alleged failure, (b) obtaining from RIR warranty and instructions from RIR regarding the repair or replacement of the cylinder, (c) providing RIR with a complete written report of the circumstances of the claimed operational failure of the cylinder, and (d) providing RIR reasonable time to investigate the claim.
- B. RIR's only obligation under this limited warranty shall be as follows. If RIR determines in its sole judgment, that an operational failure has occurred due to a cylinder repaired by RIR, the repaired cylinder was being used properly, and that operational failure was caused solely by defective materials or workmanship, RIR will, at its sole option, either provide labor to repair or replace the cylinder or authorize customer to repair or replace the cylinder, and no freight or shipping will be included in this warranty. The labor costs associated with the repair or replacement of the cylinder will be limited to the cost of two technicians at 10 hours each (total of 20 hours) at RIR's standard service labor rates. RIR may at its sole discretion, authorize additional warranty labor costs. Any additional warranty labor costs must be approved in writing prior to any work being performed.
- C. THE FORGOING CONSTITUTES THE EXCLUSIVE REMEDY OF CUSTOMER AND THE EXCLUSIVE LIABILITY OF RIR – THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESSED OR IMPLIED.

Recykling Industrial Repairs, Inc.
50 W Railroad Street
Milan, GA 31060
mike.crumley@ririnc.com

EXHIBIT B

Cost Estimate



DESCRIPTION OF WORK	QUANTITY	RATE	PROJECT COSTS*
Rebuild Gatherer Cylinders (cylinder dimensions of 16" x 12" x 149.5")	2	\$60,000.00	\$120,000.00

*This price includes honing the cylinder tubes to remove all the scored lines and variances in the bore and replace the piston head and Teflon seal with a new one designed specifically for the Harris 1445 baler and also replacing the front seals, brass bushings and wipers with new ones. The rebuilt cylinders come with a 1-year limited warranty, see Exhibit A. This does not include any freight. Fifty percent (50%) of the total project costs are due within 30 days of RIR receiving the cylinders, and the remaining 50% of the project costs are due after installation of the rebuilt cylinders and two (2) successful operational pressure tests conducted a minimum of a 2-weeks apart verifying the rebuilt cylinder will not leak.

Recykling Industrial Repairs, Inc.
 50 W Railroad Street
 Milan, GA 31060
 mike.crumley@ririnc.com

EXHIBIT B
March 27, 2017
Cost Quote for New
Piston Rods



DESCRIPTION OF WORK	QUANTITY	RATE	PROJECT COSTS
Manufacture New Gatherer Cylinder Piston Rods (cylinder dimensions of 16" x 12" x 149.5")	2	\$30,000.00	\$60,000.00

Report of North Cylinder Repairs

The bore of the cylinder was in good shape with a 12.002 inch diameter. We honed the bore to assure the size is consistent from end to end. The new bore size is 12.006 inches. The concentricity between the head and the bore were inspected and found to be in tolerance (0.006 inches).

The rod measured 11.998inches/12.000inches and looked to need polished. After we set the rod in the lathe we inspected it for straightness and found a .090 inch bend about 33 inches from the piston end. This is out of tolerance and we recommend replacing the rod. As of today, the rod material is available and if authorized to manufacturer a new rod by 4/25/17, we can have the rods manufactured by May 5, 2017. The repaired cylinder tub, new piston rod and head, and new seal for both cylinders would be reassembled by May 12, 2017 to perform the bench tests and release the cylinder systems for shipment back to Casper by May 30, 2017.

Report of South Cylinder Repairs

The bore of the cylinder was not in good shape compared to the north cylinder. The bore varied in size from 12.118 inches to 12.131 inches. It also had a spiral imperfection that appeared to be from a previous honing. We honed the bore to 12.135/12.137 from end to end. We also checked the barrel for concentricity between the head and bore and found it to be in tolerance (0.010 inches).

The rod measured 11.997inches/12.001inches and looked to need polished. After we set the rod in the lathe we inspected it for straightness and found it to be ben 0.380 inches in the middle of its length. This is out of tolerance and we recommend replacing the rod. As of today, the rod material is available and if authorized to manufacturer a new rod by 4/25/17, we can have the rods manufactured by May 5, 2017. The repaired cylinder tub, new piston rod and head, and new seal for both cylinders will be reassembled by May 12, 2017 to perform the bench tests and release the cylinder systems for shipment back to Casper by May 30, 2017.

RESOLUTION NO. 17-72

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT WITH RECYKLING INDUSTRIAL REPAIRS, INC., TO MANUFACTURE PISTON RODS FOR THE CITY'S BALER GATHER CYLINDERS.

WHEREAS, the City of Casper desires to award a professional services contract to Recykling Industrial Repairs, Inc., to manufacture two (2) baler piston rods for the City's baler gather cylinders, Project No. 16-056; and,

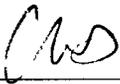
WHEREAS, Recykling Industrial Repairs, Inc., is ready and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Contract for Professional Services with Recykling Industrial Repairs, Inc., for the services more specifically delineated in the Professional Services Agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in an amount not to exceed Sixty Thousand Dollars (\$60,000.00).

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2017.

APPROVED AS TO FORM:

 _____

ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

April 19, 2017

MEMO TO: Liz Becher, Interim City Manager



FROM: Andrew Beamer, Public Services Director
Dan Coryell, Parks Manager



SUBJECT: Authorizing an Amendment to the Lease Agreement with the Mike Sedar Bicycle Motocross (BMX) Parents' Association to construct a Bicycle Motocross Pump Track on the existing Mini Golf course area of Mike Sedar Park.

Meeting Type & Date:

Regular Council Meeting
05/02/2017

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize the Amendment to the Lease Agreement with the Mike Sedar BMX to construct a bicycle pump track within Mike Sedar Park on the existing site of the Mini Golf course.

Summary:

Mike Sedar BMX is a non-profit user group that leases the BMX dirt track from the City. The dirt track is located just to the south of the Mini Golf course and at the extreme southern end of Mike Sedar Park. Mike Sedar BMX is proposing to remove the existing Mini Golf course and replace it with a pump track for bicycles.

A pump track is a dirt track that has small hills, bumps, and obstacles that are made out of mounded dirt. Bike riders are meant to navigate these obstacles without the use of their pedals, hence the name "pump track." The pump track that they are proposing would be leased to Mike Sedar BMX but open to the public. Allowing them to build this pump track would mean the addition of a new recreational facility within the City's park system, and it would create a positive use for the old Mini Golf course. Mike Sedar BMX did present their plan to the council at the August 25th, 2015 Council work session. It was approved.

Creating a pump track would require the removal of the existing Mini Golf course, which has been closed since the fall of 2013. For many years it was operated as an official "Putt Putt" franchise by the Breakfast Optimist Club, but with declining membership, the Optimists decided to relinquish their lease in March 2012. The City responded by attempting to find another organization that would operate the course. An initial Request for Proposals received no responses, but then the city was contacted by a married couple, Grant and Nicole Sybrant, who said that they would like to lease it.

A lease with the Sybrants was signed in February 2013. The Sybrants rebranded the course with a different, non-Putt Putt theme, and they removed the Putt Putt signs and colors. Despite these efforts, a letter was received from Putt-Putt LLC regarding possible franchise infringement. The letter specifically stated that in addition to the steps that had already been taken by the Sybrants, the Sybrants would also have to change the layout of the course itself “such that no putting hole on the course plays the same way that was played prior to these modifications.” This would require removing or physically modifying every hole in the course.

This letter caused some protracted discussions between the City, Putt-Putt LLC, and the Sybrants. In the end, the Sybrants chose to relinquish their lease on the course. The course has been closed since the fall of 2013.

Financial Consideration:

No Financial Consideration. Operated and maintained by the Mike Sedar BMX Association.

Oversight/Project Responsibility:

Dan Coryell, Parks Manager

Attachments:

Resolution

Amendment to the Lease Agreement

AMENDMENT TO THE LEASE AGREEMENT

This Amendment to the Lease Agreement (“Amendment”) is entered into on this _____ day of _____, 2017, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a municipal corporation, (“Lessor” or “City,”) whose address is 200 North David Street, Casper, Wyoming 82601.
2. Mike Sedar BMX Parents’ Association (“Lessee”) whose address is P.O. Box 1535, Mills, Wyoming 82644.

Throughout this document, the Lessor and the Lessee may be individually referred to as a “party” or collectively referred to as the “parties.”

RECITALS

A. On February 5, 2013, the Lessor entered into a Lease Agreement with Grant & Nicole Sybrant to operate a Putt-Putt Miniature Golf facility (the “Putt-Putt Lease”).

B. The Putt-Putt Lease is terminated, and the property that was leased thereunder is now available to lease to someone else.

C. On April 7, 2015, the Lessor and the Lessee entered into a Lease Agreement (“BMX Lease”).

D. Under the BMX Lease, the Lessee uses the Lessor’s property for the purpose of operating non-motorized bicycles.

E. The Lessor and Lessee want to add the property from the Putt-Putt lease to the BMX Lease.

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

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO LEGAL DESCRIPTION

The FOLLOWING REAL PROPERTY SHALL BE ADDED TO Section 1. Leased Premises of the BMX Lease:

Mike Sedar BMX / Putt-Putt Miniature Golf Course

“Lease Premises Boundary Description”

Commencing at the southwest corner of Section 16, Township 33N., Range 79W.; thence north a distance of 14.50 feet to a point, being the southwesterly corner of Mike Sedar Park; thence east along the south boundary of Mike Sedar Park a distance of 97.00 feet more or less, to the Point of Beginning, being the southwesterly corner of the property; thence north a distance of 342.00 feet, more or less to a point; thence east a distance of 206.34 feet to a point; thence north a distance of 225.00 feet, more or less, to a point, being the northwesterly corner of the property; thence east a distance of 110.00 feet, more or less, to a point, being the north easterly corner of the property; thence south a distance of 225.00 feet, more or less, to a point; thence west a distance of 46.34 feet, more or less, to a point; thence south a distance of 86.00 feet, more or less, to a point; thence south and west a distance of 97.00 feet, more or less, to a point; thence south a distance of 223.00 feet to a point, being the southeasterly corner of the property; thence west a distance of 173.00 feet, more or less, to the Point of Beginning and containing 2,17 acres, more or less; and depicted in exhibit “A”.

3. AMENDMENT TO SECTION 14. NOTICES

Under Section 14. Notices, the name of the Lessee’s President is hereby changed to Chris Hoburka.

4. RATIFICATION

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

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

APPROVED AS TO FORM:


Attorney

ATTEST:

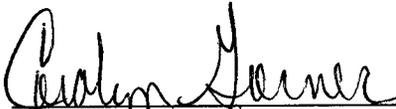
LESSOR:
CITY OF CASPER
A Municipal Corporation

Tracey L. Belser
City Clerk

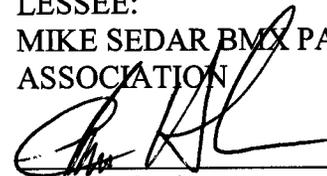
Kenyne Humphrey
Mayor

WITNESS:

LESSEE:
MIKE SEDAR BMX PARENTS'
ASSOCIATION



Printed Name: CAROLYN GARNER
Title: Admin. Assist II



Chris Hoberka
President of the Board

EXHIBIT "A"



General Notes



No.	Revision/Issue	Date

Firm Name and Address
 CITY OF CASPER
 ENGINEERING
 200 N. DAVID
 CASPER, WY 82601

EXHIBIT "A"
 MIKE SEDAR PARK
 BMX ASSOCIATION
 LEASE
 CASPER, WY

Date	10/07/15	Sheet	1 OF 1
Drawn	TZ		
Scale	NO SCALE		

RESOLUTION NO.17-73

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE EXISTING LEASE WITH MIKE SEDAR BMX PARENTS' ASSOCIATION, FOR THE EXPANSION OF THEIR CURRENT LEASED PROPERTY TO BUILD A PUMP TRACK

WHEREAS, the City is the owner of the Putt Putt Golf Course area; and,

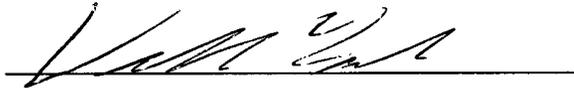
WHEREAS, Mike Sedar BMX Parents' Association, conducts BMX practicing and racing; and,

WHEREAS, Mike Sedar BMX Parents' Association has agreed to the terms and conditions of a lease agreement.

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 amendment to the existing lease between the City of Casper and Mike Sedar BMX Parents' Association, for the use of the putt putt golf area to build and operate a pump track.

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

April 24, 2017

MEMO TO: Liz Becher, Interim City Manager 
FROM: Craig Collins, AICP, City Planner
Aaron Kloke, Planner I
SUBJECT: County Plat Approval, Pfaff Simple Subdivision

Meeting Type & Date: Regular Council Meeting, May 2, 2017.

Action Type: Resolution

Recommendation: That Council, by resolution, approve a County plat within one (1) mile of the Casper City limits, creating the Pfaff Simple Subdivision.

Summary: Application has been made by David A. Pfaff and Dawn L. Pfaff for County plat approval of the proposed Pfaff Simple Subdivision. The proposed subdivision encompasses 4.95 acres, more or less, and is dividing one lot into two (2) new lots in order to facilitate the sale of the new southern-most lot. The property is located along James Street, west of Bryan Stock Trail, off of Sunlight Drive.

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.

Council Goals: This plat approval does not address any of the three (3) 2015 City Council goals.

Previous Council/Commission/Board Actions: None

Communication Efforts: No public notice was necessary.

Financial Considerations: There are no financial considerations for the platting of Pfaff Simple Subdivision.

Oversight/Project Responsibility: Craig Collins, AICP, City Planner

Attachments: Resolution and Map

Pfaff Simple Subdivision



RESOLUTION NO.17-74

A RESOLUTION APPROVING A NATRONA COUNTY PLAT,
"PFAFF SIMPLE SUBDIVISION"

WHEREAS, application has been made for County subdivision approval of the Pfaff Simple Subdivision plat, comprising 4.95-acres, more or less, and creating two (2) 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,

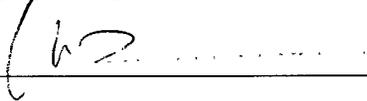
WHEREAS, the Pfaff Simple Subdivision is located within one (1) mile of the City of Casper; and,

WHEREAS, it is the desire of the Casper City Council to approve the Pfaff Simple 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 Pfaff Simple 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

April 24, 2017

MEMO TO: Liz Becher, Interim City Manager 
FROM: Craig Collins, City Planner, Community Development
SUBJECT: Resolution approving the site plan for the Raven Crest Apartments

Meeting Type & Date: Regular Council Meeting, May 2, 2017.

Action Type: Resolution.

Recommendation: That Council, by Resolution, approve a site plan for the construction of the Raven Crest Apartments on Lot 1, Raven Crest Addition; and also approve the associated Site Plan Agreement.

Summary: Background and Analysis – The applicants have applied for site plan approval for the construction of four (4), three (3) story structures consisting of one hundred (100) multifamily residential units, generally located south of the corner of Tranquility Way and Wyoming Boulevard. The subject property encompasses approximately 6.6 acres and is zoned C-2 (General Business). Properties surrounding the subject property are zoned predominately C-2 (General Business) to the east, north, west, and south, while parcels zoned R-2 (One Unit Residential) are located to the southwest. Access to the proposed apartment units will be via Tranquility Way.

The proposed buildings will be three stories, and approximately forty-two and a half (42.5) feet in height, with total building footprints being 47,768 square feet. The City Council is the final reviewing authority for all structures with a footprint over 43,560 square feet.

A traffic study was not required, as a comprehensive traffic study has already been completed for the entire area. Based on the total number of dwelling units, one hundred and twenty (120) parking spaces, including five (5) ADA compliant spaces, are required. The site plan shows a total of one hundred and twenty one (121) parking spaces and fifteen (15) ADA compliant spaces, exceeding the City's minimum parking requirements.

In July of 2015, Harmony Hills Addition No. 2 – Phase I subdivision was established along with a subdivision agreement that outlined the necessary traffic improvements as required by the City Engineer and the Wyoming Department of Transportation (WYDOT) throughout the process of the development. The project triggers previously agreed-upon traffic improvements, including the widening of Wyoming Boulevard for the creation of a center turn lane, and the construction of islands to limit turning to $\frac{3}{4}$ movements, prohibiting northbound left turns onto Wyoming

Boulevard from Tranquility Way. The necessary improvements will be completed by the developers of the subdivision, and are planned to be completed prior to the issuance of a Certificate of Occupancy for the apartments.

Previous Council/Commission/Board Actions - The Planning and Zoning Commission reviewed the proposed site plan at its January 19, 2017 public hearing, and voted to approve, and to forward a “do-pass” recommendation to the City Council.

Council Goals – The approval of the site plan does not address any of the three (3) 2015 City Council goals.

Communication Efforts – As required by City Code and 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.

As is customary with all items being considered by the Planning and Zoning Commission and the City Council, both meetings were also advertised on the City’s website (casperwy.gov).

Financial Considerations: The proposed site plan and Site Plan Agreement do not affect the City’s budget.

Oversight/Project Responsibility: Craig Collins, City Planner, is tasked with applying the City’s land use and development regulations.

Attachments: Resolution, Site Plan Agreement, Vicinity Map

RAVEN CREST APARTMENTS
SITE PLAN AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 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. Raven Crest Apartments, LLC, a Wyoming limited liability company, c/o CHA Cares, 145 North Durbin Street, Casper, Wyoming 82601 ("Owner/Beneficial Owner").
3. Harmony Development, LLC, 421 South Center Street, Casper, Wyoming 82601 ("Owner/Record Owner").

WHEREAS, Beneficial Owner is the contract purchaser of Lot 1, Raven Crest Addition, and has applied for site plan approval for the construction of a one hundred (100) unit multi-family development on Lot 1, Raven Crest Addition; and,

WHEREAS, Record Owner is the Contract Seller and current record title owner of Lot 1, Raven Crest Addition; and

WHEREAS, pursuant to Section 17.12.150 of the Casper Municipal Code, the Owner is required to submit a site plan prior to the construction of said apartments, which requires the approval of the Planning and Zoning Commission and the City Council; and,

WHEREAS, a copy of the site plan, including the landscaping plan and the architectural renderings "Raven Crest Apartments," is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth.

NOW, THEREFORE, the parties hereto agree as follows:

- I. ULTIMATE OWNERSHIP AND LIABILITY. It is understood and agreed that this Site Plan Agreement and its approval are subject to and conditional upon a transfer of Lot 1, Raven Crest Addition from Harmony Development, LLC, the Record Owner, to Raven Crest Apartments, LLC, the Beneficial Owner. Upon said transfer, Record Owner shall be released from all obligations and liabilities under this Agreement, and Beneficial Owner shall assume all responsibilities and liabilities to comply with the terms and conditions of this Site Plan Agreement as Owner.

II. EXPLICIT CONDITIONS:

- A. Any exterior lighting shall be designed to reduce off-site glare and light pollution. All exterior fixtures shall be full cutoff, and directed downward. Pursuant to the Casper Municipal Code, no light pole may be taller than thirty (30) feet in height.
- B. Water and sewer easements shall be provided, in a form acceptable to the City prior to the issuance of a Certificate of Occupancy for any of the structures.
- C. Owner shall develop a five (5) foot wide concrete pedestrian sidewalk/pathway within the access easement, extending along the entire length of the north property line of the Raven Crest Addition, prior to the issuance of a Certificate of Occupancy for any of the structures.
- D. The necessary traffic improvements on Tranquility Way and Wyoming Boulevard (but not those relating to Concord Street), per the executed Harmony Hills Addition No. 2 – Phase 1 Subdivision Agreement, as amended by the First Amendment to Harmony Hills Addition No. 2-Phase I Subdivision Agreement and Harmony Hills Addition No. 2, Phase 2 Subdivision Agreement and Harmony Hills Retail Lots 1-6, Harmony Hills Addition No. 2-Phase 2 Site Plan Agreement, dated January 6, 2017, and recorded as Instrument No. 1027183 (collectively, the “Harmony Hills Subdivision Agreement”), will have been completed by Harmony Development, LLC or Beneficial Owner. Owner is aware that said improvements must be completed before occupancy permits will be issued for its project. Notwithstanding the obligations the Harmony Hills Subdivision Agreement, the Owner shall not be denied a Certificate of Occupancy provided that Harmony Development or the Beneficial Owner has completed the improvements to Tranquility Way and Wyoming Blvd. referred to in paragraph II.D. above, and the Owner has complied with the terms of this Site Plan Agreement and the Raven Crest Subdivision Agreement, and has fulfilled all conditions and obligations found therein.

III. OBLIGATIONS OF THE OWNER:

Upon written demand of the Council or the City Manager, the Owner, at its sole cost and expense, shall do, or cause to be done, the following:

- A. The Owner shall landscape the property in keeping with the site plan, attached hereto in Exhibit A, and shall comply with the following landscaping requirements:

1. Landscape and beautify the areas identified on the landscaping plan, attached hereto in Exhibit A (the "Landscaping Plan").
2. Plant material used for landscaping shall meet the criteria and specifications set forth in that certain manual entitled "Building Casper's Urban Forest."
3. All planted areas on the property shall be maintained to the degree that they will not create a fire hazard or become unsightly to the development.
4. Upon demand of the Council, the Owner shall replace and replant any required on-site plant material that dies, or is not in conformity with the approved Landscaping Plan. The landscaping requirements shall not be applied to the owner of vacant property until such time as an active commercial or residential use is established on that property.
5. Said on-site landscaping shall be completed before a Certificate of Occupancy will be issued. If said landscaping is delayed due to construction of on or off-site improvements, the Owner may request, in writing, an extension not exceeding six (6) months. If the request demonstrates that, as a result of conditions beyond the control of the Owner, the landscaping cannot be completed, the Community Development Director is authorized to grant the Owner's request for an extension, which shall not exceed six (6) months. Once an extension is granted, the building official may issue a Certificate of Occupancy for the structure.
6. In the case of an extension granted by the Community Development Director for the installation of landscaping, the Owner is required to post, with the City, a performance security in the form of a bond, cash, letter of credit, or other form acceptable to the City, and otherwise comply with the "Performance Security" section of Title 17, Appendix B of the Casper Municipal Code. The posted amount shall be in an amount of no less than one-hundred twenty five percent (125%) of an itemized estimate prepared by a landscape architect or professional landscaping contractor, for all landscaping material and installation costs necessary to comply with the approved Landscaping Plan. The Community Development Director shall have the discretion to determine if the amount of the itemized estimate is reasonable, and may request subsequent written estimates to verify the accuracy and validity of the original estimate.

- B. The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner is required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of ten cents (\$0.10) per square foot of area disturbed, with a minimum amount of Five Thousand Dollars (\$5,000.00). The amount of the surety will be based on the actual area of land disturbed and will be determined when the Owner submits either an Erosion Control Plan or a building permit for the development. It shall be the obligation of the Owner to keep any bond or letter of credit in full force and effect for the entire duration of the project. As provided herein, the Owner shall furnish proof of the same upon demand of the City.
- C. If the Owner fails to implement the Erosion Control Program, as proposed and approved by the City Engineer, the Owner, by this Agreement, hereby authorizes the City to use said bond for implementation and completion of the approved Erosion Control Program. In the event the City incurs costs in completing said program over and above the amount of the bond, cash deposit, or letter of credit, Owner agrees to pay City said costs upon demand by the City. The City shall release the security one year following the date of final completion of implementation of best management practices on the construction site, or as determined by the City Manager or his designee.
- D. All signs on said site must be approved by the Community Development Director or her designee prior to installation.
- E. All street, alley, and parking surfaces shall be covered with concrete or asphalt concrete pavement materials in accordance with Chapter 16.16 of the Casper Municipal Code. The minimum pavement section for parking and alley surfaces shall be two inch (2") asphaltic concrete surface over two inches (2") asphaltic concrete binder course over six inches (6") of grading W base course. The minimum pavement section for street sections, in accordance with the collector street classification in Chapter 16.16 of the Casper Municipal Code, shall be three inch (3") asphaltic concrete surface over three inches (3") of asphaltic binder course over eight inches (8") of grading "W" base. Alternative pavement designs may be substituted upon approval of the City Engineer. All designs shall be in accordance with Chapter 16.16 of the Casper Municipal Code.
- F. Any and all storm drainage sewer lines, trunk lines, lateral catch basins, manholes, and detention areas shall be designed and installed in accordance with the Drainage Plan prepared by the Owner, and approved by the Community Development Director and City Engineer.

- G. Owner shall construct all trash enclosures according to City requirements as shown in the City Engineering Department handouts titled “Minimum Standards for Commercial Sanitation Container Facility” dated March 2002, or “Minimum Standards for Double Bin Commercial Sanitation Facilities.” Alternately, upon approval by the City Sanitation Department, other designs may be accepted.
- H. All public improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- I. The Owner shall maintain, repair, and replace, if necessary, the water and sewer system improvements for a period of eighteen (18) months from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said water and sewer mains and appurtenances dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, City may, at its option, 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.
- J. Curb boxes shall be left at the water main easement lines in front of each building and the Owner shall protect, during the subsequent course of developing the Development, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving and/or landscaping work is completed in the Development.
- K. The Owner shall construct the necessary water mains up to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Water main sizes shall be as determined by the City.

- L. The Owner, at its cost, shall install water service lines in accordance with City specifications to the easement lines so as to serve each building site in the Development.
- M. The Owner shall construct the necessary sewer mains to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Sewer main sizes shall be as determined by the City.
- N. The Owner, at its own cost, shall install sewer service lines, in accordance with City specifications, to each building site in the Development.
- O. The Owner shall protect manhole covers and rings from damage in the course of constructing the sewer main, and shall be solely responsible for repair or replacement to the City'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 Development by the Owner, and said obligation shall continue until the sewer line and the system within the Development is accepted by the City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Development.
- P. 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.
- Q. All necessary water and sewer easements, in forms acceptable to the City, up to and through the Development 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 mains, sewer mains, fire hydrants, water service lines, and other appurtenances. Appropriate easements or utility rights-of-way shall be provided on all private streets within the subdivision for the water and sewer mains, fire hydrants, water service lines, and other appurtenances.

- R. Easements for all off-site utilities must be provided prior to application for a permit to construct being made to City.
- S. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; and all other state and federal laws, rules, and regulations including, but not limited to, all provision of the Federal Pretreatment Regulations (40CFR, Part 403) and all City ordinances relating to industrial pretreatment.
- T. At such time as said water and/or sewer mains are installed by the Owner and the work accepted by the City, the City shall reimburse the Owner twice the difference in material cost between an 8-inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to Chapter 16.19 of the Casper Municipal Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable materials cost 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 City.
- U. In addition to and separate from the surety required for erosion control, the Owner shall provide financial surety for construction of improvements to be owned by the City (water and sewer system improvements) and for the warranty period in accordance with one of the alternatives provided for in Chapter 16.28.070 of the Casper Municipal Code.
- V. The Owner shall provide financial security as provided herein in order to assure that the required water distribution systems, and sewerage collection systems and any other required public improvements, as outlined in the Site Plan Agreement, are constructed in compliance with the City's specifications. The financial security for the construction of any such improvements shall be in the amount of one hundred percent (100%) of the total cost of construction thereof. This financial security shall be secured and delivered to the City prior to issuance of a permit to construct by the City.
- W. A project may be constructed without financial security as otherwise required herein provided that the Owner/subdivider submits to the City a bonded Agreement between the Owner and its contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the Subdivision Agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed, a letter of

completion has been issued, and the warranty period has begun pursuant to Section 16.28.050 of this chapter.

- X. In the event the Owner elects to construct a project without a bonded Agreement between them as set forth above, the owner/subdivider shall provide a written affidavit to the City stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050 of this chapter. No permits will be issued for construction of foundations of residences or buildings in the development by the City until a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050. If, prior to the issuance of a letter of completion and the commencement of the warranty period, should the Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as required in subsection B of this section in an amount as calculated pursuant to subsection (C) of this section that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the City; or (2) a bonded Agreement between the Owner and the Contractor as set forth in subsection (A)(2) of this section shall be provided to the City.

- Y. The Owner shall provide financial security to the City of Casper during the warranty period for the above-described public improvements. The financial surety shall be available to the City for the repair, maintenance, and replacement of such improvements that fail within the warranty period. The financial security during the warranty period shall be in the amount of twenty percent (20%) of the total construction costs of such improvements. This financial security for the warranty period of eighteen (18) months from the date stated in the letter of completion issued by the City shall be acquired and delivered to the City prior to issuance of any building permits in the subdivision by the City.

- Z. Forms of Financial Security.
 - 1. Financial security may be provided in one of the following forms:
 - a. An escrow agreement providing for the pledging of the Owner's line of credit or other assets in an amount and form approved by the City;
 - b. Cash;
 - c. Surety bonds on forms provided by the City;
 - d. Unconditional letter of credit subject to the laws and courts of the State of Wyoming in a form approved by the City.

- AA. The Owner's engineering consultant shall provide actual construction costs to the City for the purposes of determining the amount of the financial security for the construction phase and warranty period of the improvements. Should actual construction costs not be available to acquire the necessary financial security in a timely manner, the Owner may rely on estimated construction costs as approved of by the City Engineer. All cost estimates shall be supported by documents of the proposed improvements. Construction costs shall cover and include water and sewer lines, as outlined in the Development's drawings and specifications.
- BB. The financial security will be released when that portion of the work or period to which it relates has been completed. All requests for release or reduction of a financial security shall be provided in writing to the City Engineer's office, 200 North David Street, Casper, Wyoming 82601. The City Engineer's office will review the request for release and provide a written response back to the Owner/developer within ten (10) calendar days.

IV. OBLIGATIONS OF THE CITY:

The City shall issue a building permit pursuant to Title 15 of the Casper Municipal Code, under the terms of this Agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.

V. REMEDIES:

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this contract in an expeditious manner, the City may at its option, do any or all of the following:

- A. Refuse to issue a building permit or certificate of occupancy to the Owner, its successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this contract, 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 third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.
- C. 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 on the same. The Owner further agrees to pay all the City's reasonable attorney's 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. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

VI. MISCELLANEOUS AGREEMENTS:

- A. Authority: All individuals executing this Agreement on behalf of their principals hereby state and certify that they have full authority to bind and obligate their principals to each and every term and provision of this Agreement.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- C. 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.
- D. Governing Law and Venue: Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- E. 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.

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

APPROVED AS TO FORM:

[Handwritten Signature]

ATTEST:

CITY OF CASPER, WYOMING

By: _____

Kenyne Humphrey

Printed Name: _____

Mayor

Title: _____

WITNESS:

OWNER/RECORD OWNER
HARMONY DEVELOPMENT, LLC

By: [Handwritten Signature]

By: [Handwritten Signature]

Printed Name: Tristie Riss

Printed Name: Lisa A. Berridge

Title: Executive Assistant

Title: President

WITNESS:

OWNER/BENEFICIAL OWNER
RAVEN CREST APARTMENTS, LLC

By: Jacqueline S. Byrd

By: [Handwritten Signature]

Printed Name: Jacqueline S Byrd

Printed Name: Kim Summerall-Wright

Title: Family Services
Coordinator

Title: Manager

ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Kenyne Humphrey, as Mayor of the City of Casper, Wyoming, this _____ day of _____, 2017.

WITNESS my hand and official seal.

Notary Public

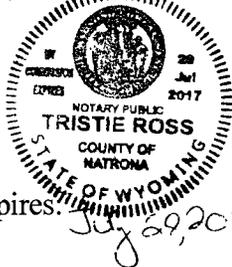
My Commission Expires:

ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Lisa A. Beccidge, as President for HARMONY DEVELOPMENT, LLC this 10th day of April, 2017.

WITNESS my hand and official seal.



Notary Public

My Commission Expires:

Raven Crest Apartments
Site Plan Agreement

ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

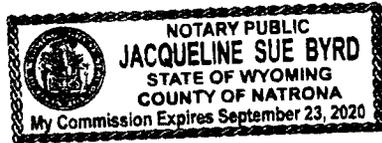
The foregoing instrument was acknowledged before me by Kim Summerall-Wright, as Manager for Raven Crest Apartments, LLC, this 7th day of April, 2017.

WITNESS my hand and official seal.

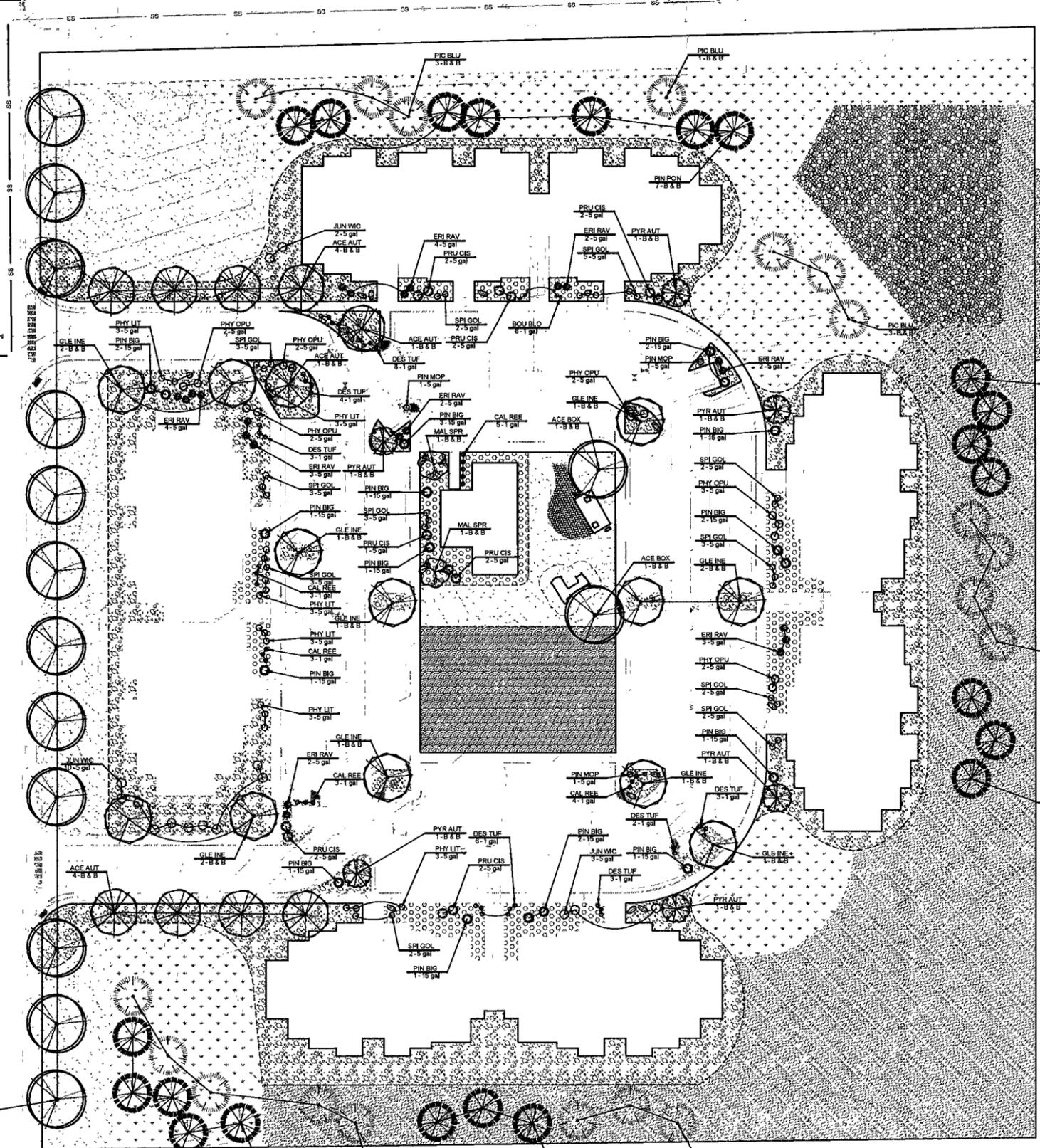
Jacqueline Sue Byrd
Notary Public

My Commission Expires: September 23, 2020

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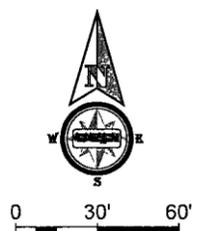


TOTAL SITE AREA 287,497 S.F.
 TOTAL LANDSCAPED AREA 167,878 S.F.
 ORGANIC (IRRIGATED) LANDSCAPE 97,532 S.F.
 INORGANIC (NON-IRRIGATED) LANDSCAPE: 70,346 S.F. (42% OF TOTAL LANDSCAPE)

LANDSCAPING NOTES

- CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INSTALLATION, EXCAVATION, OR PLANTING OPERATIONS ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTORS RESPONSIBILITY
- ALL PLANT MATERIAL SHALL CONFORM TO THE CURRENT AMERICAN ASSOCIATION OF NURSERYMANS NATIONAL STANDARD SPECIFICATIONS
- ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE PREPARED AND SEEDED OR SODED AS SPECIFIED A DISTURBED AREA SHALL BE WHERE CONSTRUCTION ACTIVITIES INCLUDING TRENCHING, DEMOLITION, EARTHWORK, MATERIAL STORAGE, STAGING AND PARKING OR ANY OTHER FORM OF EXCAVATION, COMPACTION, OR TRAFFIC THAT RESULTS IN THE REMOVAL OR DISPLACEMENT OF EXISTING GROUND COVER OR GRADE. IT IS THE CONTRACTORS RESPONSIBILITY TO REVIEW ALL OTHER CONTRACT DOCUMENTS TO DETERMINE FULL SCOPE OF POTENTIAL SITE DISTURBANCE TO BE RECLAIMED
- THE INSTALLATION OF LAWNS, PLANT MATERIAL AND IRRIGATION SYSTEM SHALL BE PERFORMED BY ONE CONTRACTOR
- CONTRACTOR SHALL FURNISH REQUIRED PLANT MATERIALS, INCLUDING TREES, SHRUBS, GRASSES, AND PERENNIALS OF ALL DESCRIPTIONS, FOR THE PROJECT IN ACCORDANCE WITH THE PLANS AND SPECIFICATION
- IN THE EVENT OF A DISCREPANCY, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY
- NO TREES SHALL BE PLANTED CLOSER THAN 10' TO A FIRE HYDRANT. ADJUST LAYOUT IF NECESSARY
- NO TREE OR SHRUB SHALL BE PLANTED OVER OR WITHIN 5' LATERALLY FROM ANY UNDERGROUND UTILITIES
- NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT WRITTEN CONSENT FROM THE LANDSCAPE ARCHITECT
- CONTRACTOR SHALL PROVIDE PLANTS FREE FROM INSECTS AND DISEASES, SUN-SCALD INJURIES, ABRASIONS OF THE BARK, OR OTHER OBJECTIONABLE BLEMISHES WEAK AND/OR DISFIGURED PLANTS WILL NOT BE ACCEPTED
- CONTRACTOR SHALL PROVIDE FIELD GROWN NURSERY TREES, DUG WITH A BALL OF EARTH STILL INTACT IN WHICH THEY ARE GROWING, WRAPPED IN BURLAP OR OTHER SUITABLE MATERIAL TO COMPLETELY COVER THE ROOT BALL WITH A LACING OR OTHER BALL SUPPORTING DEVICE ON THE OUTSIDE TO HOLD THE BALL IN A FIRM, RIGID CONDITION
- CONTAINER GROWN PLANTS SHALL BE HEALTHY, VIGOROUS, AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE GROWN. THEY SHALL HAVE TIPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION. THE PLANTS SHALL HAVE A WELL-ESTABLISHED ROOT SYSTEM REACHING THE SIDES OF THE CONTAINER TO MAINTAIN A FIRM ROOT BALL
- ALL 1.5" CALIPER DECIDUOUS TREE SHALL HAVE A SINGLE LEADER, 12'-14" HEIGHT, BRANCHING AT 6'-7 FT HEIGHT WITH A UNIFORM CANOPY BRANCHING, BRANCH ANGLES SHALL BE NO LESS THAN 30'
- ALL 6-8" TALL EVERGREEN TREES SHALL HAVE A HEIGHT TO SPREAD RATIO OF 5:3, WITH A SINGLE LEADER
- CONTRACTOR SHALL PROVIDE PLANT MATERIAL IN CONFORMANCE WITH STATE AND FEDERAL LAWS WITH RESPECT TO INSPECTION FOR PLANT DISEASE AND INFECTIONS
- CONTRACTOR SHALL PROVIDE INSPECTION CERTIFICATES REQUIRED BY LAW WITH EACH SHIPMENT, INVOICE, OR ORDER OF STOCK TO THE OWNER
- PLANT MATERIALS FOR THIS PROJECT ARE SUBJECT TO INSPECTION BEFORE, DURING, AND POST PLANTING. DAMAGED PLANT MATERIAL, CONTAINERS, OR LOOSE, TORN, AND BROKEN ROOT BALLS WILL NOT BE APPROVED BY THE OWNER AND WILL BE REPLACED AT THE CONTRACTORS EXPENSE AND MUST BE REMOVED FROM THE STORAGE AREA OR PROJECT
- MAINTENANCE SERVICES TO BE PERFORMED BY THE CONTRACTOR. THE CONTRACTOR WILL BE EXPECTED TO FURNISH SERVICE AND MAINTENANCE OF ALL PLANTED AREAS THROUGH FINAL COMPLETION OR PROJECT OR AS REQUIRED PER THE REQUIREMENTS OF THE PROJECT WARRANTY PERIOD
- ALL PLANT MATERIALS SHALL BE CERTIFIED BY THE STATE DEPARTMENT OF AGRICULTURE TO ASSURE THEM TO BE FREE OF DISEASE OR HAZARDOUS INSECTS
- ALL FERTILIZER SHALL BE DELIVERED IN WATERPROOF BAGS SHOWING WEIGHT, CHEMICAL ANALYSIS, AND THE NAME OF THE MANUFACTURER
- ALL PLANT MATERIAL SHALL BE DELIVERED TO THE SITE IN THEIR ORIGINAL CONTAINERS WITH ALL LABELS INTACT AND LEGIBLE
- CONTRACTOR WILL BE RESPONSIBLE TO PROTECT AND MAINTAIN PLANT LIFE DURING THE STORAGE PERIOD PRIOR TO PLANTING
- INSTALLATION OF PLANT LIFE WILL NOT BE PERMITTED WHEN THE AMBIENT TEMPERATURES MAY DROP BELOW 35°F OR RISE ABOVE 90°F
- CONTRACTOR TO PROVIDE A ONE YEAR WARRANTY WARRANTY TO INCLUDE COVERAGE FOR ONE ENTIRE GROWING SEASON FOR ALL DEAD OR UNHEALTHY PLANTINGS. ALL REPLACEMENT PLANTS SHALL BE REQUIRED TO BE OF THE SAME SIZE AND SPECIES AS SPECIFIED IN THE PLANT SCHEDULE, PLANTED IN THE FOLLOWING GROWING SEASON, WITH A NEW WARRANTY COMMENCING ON THE DATE OF PLACEMENT
- SOIL MATERIALS
 - ALL SOIL BACKFILL WILL BE FREE OF ROCKS LARGER THAN 1", STICKS, ROOTS AND OTHER DEBRIS
 - TOPSOIL TO BE STERILE, WEED FREE, PROCESSED, AND PASSED THROUGH A 3/4" SCREEN
 - TOPSOIL TO BE INSTALLED IN ALL NEW SITE LANDSCAPE AREAS, NATIVE GRASS PLANTINGS, AND PLANTING RINGS OR IN ANY AREAS DESIGNATED IN THE PLANS FOR CONSTRUCTION
- SOIL AMENDMENT MATERIALS
 - COMPOST SHALL BE "GLACIER GOLD", "SOIL PREP", OR AN APPROVED EQUAL
 - FERTILIZER SHALL BE 100% ORGANIC, TRANSPARENT ROOT STIMULATOR, BIOPLEX TRANSPARENT CONCENTRATE OR APPROVED EQUAL
- BOULDERS ENCOUNTERED DURING EXCAVATION FOR THE PROJECT SHALL BE HANDLED TO PREVENT SCARRING AND USED AS PART OF THE LANDSCAPING SCHEME. PLACE AS DIRECTED BY THE OWNER
- WEED BARRIER FABRIC SHALL BE WOVEN POLYPROPYLENE FABRIC, 4750Z SQ/YO OR HEAVIER WITH METAL LANDSCAPE PINS. DO NOT INSTALL WEED BARRIER UNDER PERENNIALS AND GRASSES
- CONTRACTOR SHALL USE 1 1/2" DIA. ROUND POSTS WITH TAPERED END, 8' IN LENGTH OR DUCKBILL ANCHORS FOR TREE ANCHORING
- CONTRACTOR SHALL USE 3 ANCHORS FOR DECIDUOUS TREES, 3 ANCHORS FOR CONIFEROUS TREES WITH WEBBING OR RUBBER TREE TIES MANUFACTURED SPECIFICALLY FOR USE ON TREES
- CONTRACTOR WILL BE RESPONSIBLE TO REMOVE ALL ANCHORING AT THE END OF ONE CONTINUOUS GROWING SEASON
- CONTRACTOR SHALL COORDINATE IRRIGATION SYSTEM LAYOUT WITH PLANTINGS
- AREAS THAT ARE TOO SMALL TO BE GRILL SEEDED SHALL BE BROADCAST, RAKED IN, AND ROLLED
- REFER TO DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION

PLANT SCHEDULE							
TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL.	SIZE
	ACE AUT	10	ACER FREEMANNII 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	B & B	2.5" CAL	
	ACE BOX	14	ACER NEGUNDO SENSATION	SENSATION BOX ELDER MAPLE	B & B	2" CAL	
	GLE INE	12	GLEDITSIA TRIACANTHOS INERMIS HARVE' TM	NORTHERN ACCLAIM THORNLESS HONEY LOCUST	B & B	2" CAL	
	MAL SPR	2	MALUS X SPRING SNOW	SPRING SNOW CRAB APPLE	B & B	2" CAL	
	PIC BLU	19	PICEA PUNGENS GLAUCA	COLORADO BLUE SPRUCE	B & B		6-8 H
	PIN PON	22	PINUS PONDEROSA	PONDEROSA PINE	B & B		6-8 H
	PYR AUT	6	PYRUS CALLERYANA 'AUTUMN BLAZE'	AUTUMN BLAZE PEAR	B & B	1.5" CAL	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	FIELD3
	JUN WIC	15	JUNIPERUS SCOPULORUM 'WICHITA BLUE'	WICHITA BLUE JUNIPER	5 GAL		
	PHY OPU	13	PHYSOCARPUS OPUULIFOLIUS DART'S GOLD	YELLOW NINEBARK	5 GAL		
	PHY LIT	18	PHYSOCARPUS OPUULIFOLIUS LITTLE DEVIL TM	DWARF NINEBARK	5 GAL		
	PIN BIG	18	PINUS MUGO BIG TUNA	MOUNTAIN PINE	15 GAL		
	PIN MOP	3	PINUS MUGO MOPS	MUGO PINE	5 GAL		
	PRU CIS	13	PRUNUS X CISTENA	PURPLE LEAF SAND CHERRY	5 GAL		
	SPI GOL	30	SPIRAEA JAPONICA GOLDMOUND	SPIREA	5 GAL		
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	FIELD3
	BOU BLO	6	BOUTELOUA GRACILIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA	1 GAL		
	CAL REE	18	CALAMAGROSTIS BRACHYTRICHA	REED GRASS	1 GAL		
	DES TUF	28	DESCHAMPSIA CESPITOSA	TUFTED HAIR GRASS	1 GAL		
	ERI RAV	22	ERIANTHUS RAVENNAE	RAVENNA GRASS	5 GAL		



REFERENCE NOTES SCHEDULE		
SYMBOL	DESCRIPTION	QTY
	POWDERCOATED STEEL LANDSCAPE EDGING	1,916 LF
	LANDSCAPE BOULDER	13
	NATIVE SEED	50,266 SF
	RTF FESCUE SOD	35,714 SF
	FESCUE LOW INUPT MIX - SEE SPECIFICATIONS	42,435 SF

	2-4" ROUND RIVER ROCK	31,766 SF
	1-1/2" MULTI-COLORED DECORATIVE ROCK MULCH	6,856 SF
	GARDEN PLOT AREA	6,435 SF
	6" RIP RAP	9,172 SF



DATE	REVISIONS

HARMONY HILLS DEVELOPMENT
RAVEN CREST APARTMENTS
 CASPER, WYOMING

PROJECT # 16-049
 DATE 1/9/17
 DRAWN BY JF

LANDSCAPE PLAN

SHEET

L1.0

EXHIBIT
 A
 2014



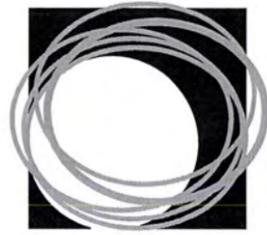
encompass
v2
■■■■■■■■

RAVEN CREST APARTMENTS

OPT 1



EXHIBIT
A
3 of 4



encompass
v2
■■■■■■■■

RAVEN CREST APARTMENTS

OPT 2



EXHIBIT
A
4.054

Raven Crest Apartments



NOT TO SCALE

Legend
■ Subject Property

RESOLUTION NO. 17-75

A RESOLUTION APPROVING A SITE PLAN FOR THE CONSTRUCTION OF THE RAVEN CREST APARTMENTS, LOCATED ON LOT 1, RAVEN CREST ADDITION.

WHEREAS, application has been made for site plan approval for the construction of a one hundred (100) unit multi-family apartment development on Lot 1, Raven Crest Addition; and,

WHEREAS, the proposed Raven Crest apartment development requires the approval of both the Planning and Zoning Commission and the City Council; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing held on January 19, 2017, a motion recommending that the City Council approve said site plan, with conditions; and,

WHEREAS, the governing body of the City of Casper finds that the site plan for the construction of the Raven Crest apartments on Lot 1, Raven Crest Addition 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 site plan for the construction of the Raven Crest apartments.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:

Wallie Trembort

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenye Humphrey
Mayor

April 24, 2017

MEMO TO: Liz Becher, Interim City Manager 

FROM: Aaron Kloke, Planner I

SUBJECT: Renaming Two (2) Undeveloped Streets, all located in the Fairgrounds Home Addition.

Meeting Type & Date: Regular Council Meeting, May 2, 2017

Action Type: Resolution

Recommendation: That Council, by resolution, approve the renaming of Bit Lane to Linden Way and Spur Place to Greenspire Drive, all located within the Fairgrounds Home Addition

Summary: Grimshaw Investments, LLC is the current property owner of the Fairgrounds Home Addition surrounding the subject streets and formally requested on April 10, 2017 that the City of Casper rename the streets.

The subject streets and surrounding property are platted, but undeveloped, and the requested renaming complies with the Natrona Regional Geospatial Cooperative *Street Naming and Address Assignment Standard Operating Procedures*. Staff is recommending approval of the street renaming because the streets are undeveloped and the only property owner affected by the subsequent re-addressing is the one making the request.

The Fairgrounds Home Addition plat will not need to be amended for this request. The resolution will simply need to be recorded with the County Clerk who will distribute to the US Post Office, emergency services departments, and other County and City departments to ensure adoption.

Previous Council/Commission/Board Actions: On January 17, 2017, Council approved a plat creating the Fairgrounds Home Addition, including Bit Lane and Spur Place.

Communication Efforts: None

Financial Considerations: None

Oversight/Project Responsibility: Aaron Kloke, Planner I

Attachments: A resolution and map exhibit are attached.

PLAT OF
"FAIRGROUNDS HOME ADDITION"
 AN ADDITION TO THE CITY OF CASPER, WYOMING
 A VACATION AND REPLAT OF A PORTION OF
 COMMERCIAL TRACT 2, WESTWOOD NO. 2
 AN ADDITION TO THE CITY OF CASPER, WYOMING
 A SUBDIVISION OF PORTIONS OF
 THE S1/2NE1/4 & N1/2SE1/4, SECTION 18
 TOWNSHIP 33 NORTH, RANGE 79 WEST
 SIXTH PRINCIPAL MERIDIAN
 NATRONA COUNTY, WYOMING
 SCALE: 1"=40'

CERTIFICATE OF DEDICATION

Fairgrounds Plaza, Inc., hereby certify that they are the owners and proprietors of the foregoing vacation and replat of a portion of Commercial Tract 2, Westwood Addition No. 2 to the City of Casper, Wyoming, a subdivision of portions of the S1/2NE1/4 and N1/2SE1/4, Section 18, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southwestern corner of the Parcel being described and also the northwesterly corner of Tract 5, Brokerage Plaza, an Addition to the City of Casper, Wyoming and a point in the easterly line of Fairgrounds Road; thence from said Point of Beginning and along the westerly line of said Parcel and the easterly line of said Fairgrounds Road, N.24°00'49"W., 185.81 feet to a point; thence N.0°20'10"E., 487.37 feet to the northwesterly corner of said Parcel and a point in the southerly line of Casper Street; thence along the northerly line of said Parcel and the southerly line of said Casper Street, S.89°33'08"E., 421.69 feet to the northwesterly corner of said Parcel; thence along the easterly line of said Parcel and across said Commercial Tract 2, Westwood No. 2, S.0°20'28"W., 521.03 feet to the southeasterly corner of said Parcel and a point in the northerly line of Tract 4, Brokerage Plaza; thence along the southerly line of said Parcel and the northerly line of said Tract 4, Brokerage Plaza, S.78°32'20"W., 32.94 feet to a point; thence S.69°31'18"W., 5.27 feet to a point and northeasterly corner of Tract 5, Brokerage Plaza; thence along the southerly line of said Parcel and the northerly line of said Tract 5, S.71°22'56"W., 130.49 feet to a point and northeasterly corner of said Tract 6, Brokerage Plaza; thence continuing along the southerly line of said Parcel and the northerly line of said Tract 6, Brokerage Plaza, S.71°12'18"W., 163.55 feet to a point; thence S.43°04'36"W., 44.23 feet to the Point of Beginning and containing 5.575 acres, more or less.

The subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors. The name of said subdivision shall be known as "FAIRGROUNDS HOME ADDITION" to the City of Casper, Wyoming. All streets as shown hereon are hereby or have been previously dedicated to the use of the public and easements as shown hereon are hereby dedicated to the use of public and private utility companies for the purposes of construction, operation and maintenance of utility lines, conduits, ditches, drainage and access.

Fairgrounds Plaza, Inc.
 39 E. 1st Street
 Sheridan, Wyoming 82801

STEPHEN L. GRIMSHAW, PRESIDENT
 FAIRGROUNDS PLAZA, INC.

ACKNOWLEDGMENT

State of Wyoming, ss
 County of Natrona)

The foregoing instrument was acknowledged before me by Stephen L. Grimshaw, President of Fairgrounds Plaza, Inc., on this 12th day of FEBRUARY, 2017.

Witness my hand and official seal.
 My commission expires: JUNE 20, 2017

Kenneth R. Moore
 Notary Public



APPROVALS

APPROVED: City of Casper Planning and Zoning Commission this 17th day of November, 2016 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

Secretary: *Liz Becher*

Michael A. Fry
 Commission Chairman

APPROVED: City Council of the City of Casper, Wyoming by Resolution No. 116-112, duly passed, adopted and approved on the 17th day of January, 2017.

Attest: *Harvey Belser*
 City Clerk

William Z. Johnson
 City Engineer

INSPECTED AND APPROVED on the 15th day of February, 2017.
 INSPECTED AND APPROVED on the 15th day of February, 2017.

William Z. Johnson
 City Surveyor

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
 COUNTY OF NATRONA)

I, Steven J. Granger, of Casper, Wyoming hereby state that this plat was prepared from notes taken during actual surveys made by me or others under my direct supervision during the period of 2009 to September, 2016 and that this map correctly represents said surveys. All particular corners are well and accurately monumented by brass caps as of the date of this map. All dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, all being true and correct to the best of my knowledge and belief.

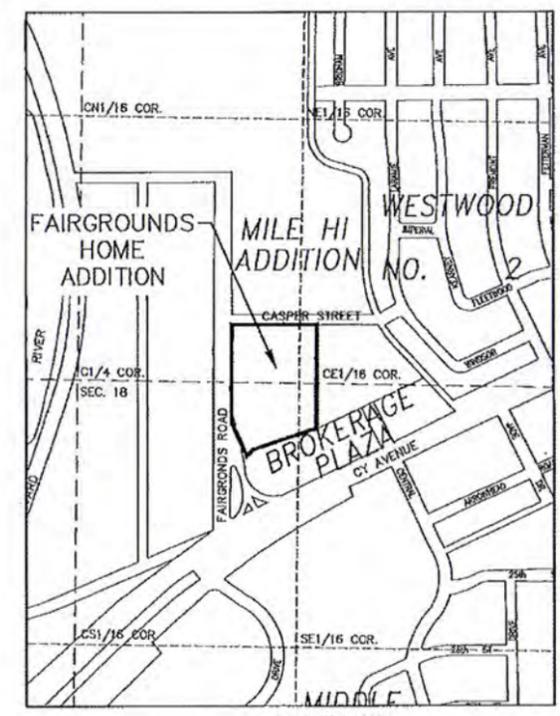
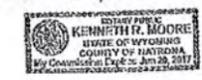


Wyoming Registration No. 15092 L.S.

Subscribed in my presence and sworn to before me by Steven J. Granger this 13th day of FEBRUARY, 2017.

My commission expires: JUNE 20, 2017

Kenneth R. Moore
 Notary Public



VICINITY MAP
 SCALE: 1"=400'

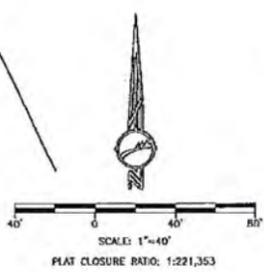
LEGEND

- RECOVERED CORNER (AS NOTED)
- SET BRASS CAP
- BOUNDARY
- - - EASEMENT

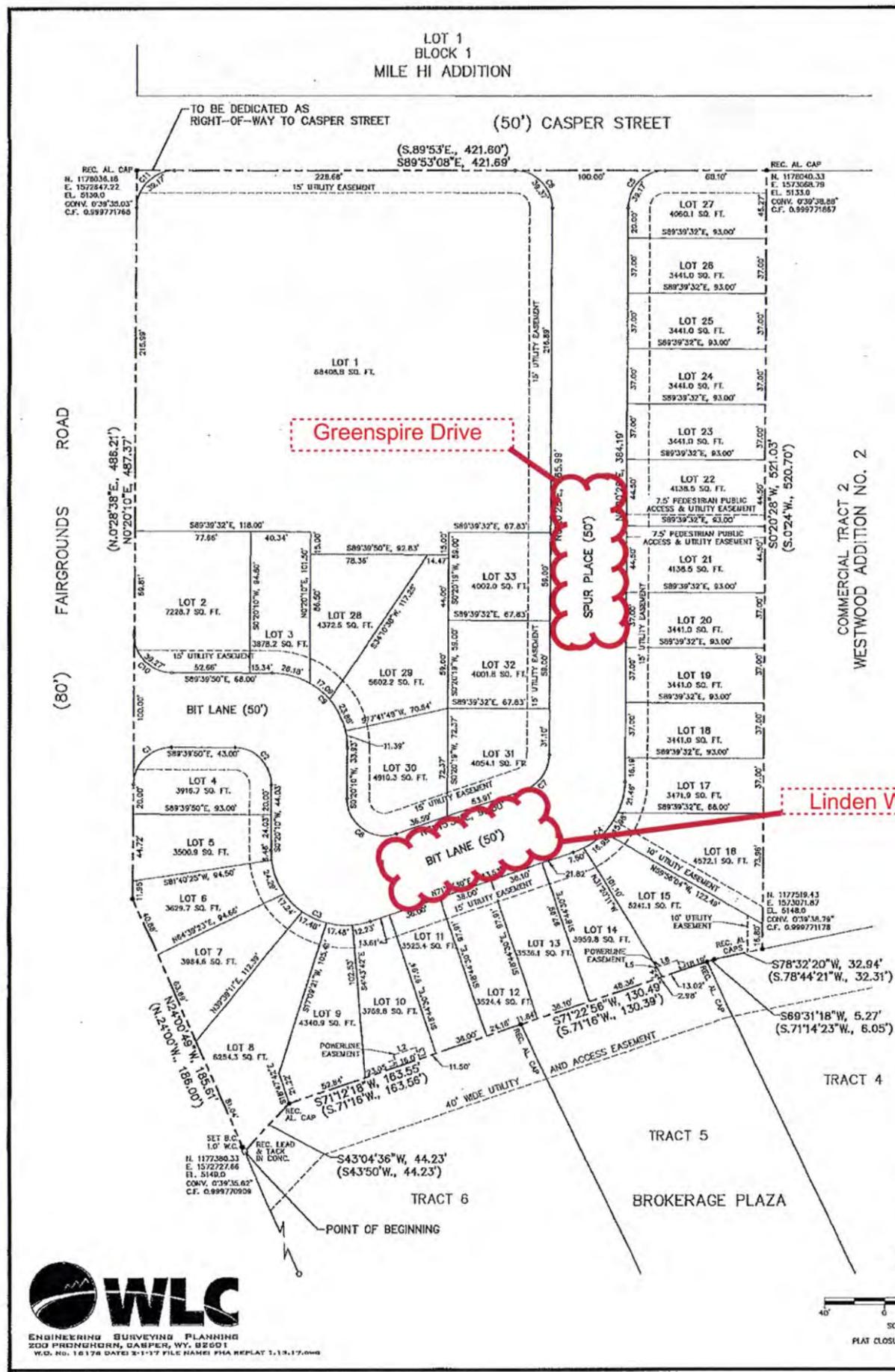
N.64°32'30"E., 469.86' MEASURED BEARING & DISTANCE
 (N.64°32'30"E., 469.86') RECORD BEARING & DISTANCE

Curve #	Delta	Radius	Length	Chord
C1	90°00'00"	25.00'	39.27'	S45°20'10"W, 35.36'
C2	90°00'00"	25.00'	39.27'	N44°39'50"W, 35.36'
C3	109°04'40"	50.00'	95.20'	N54°12'10"W, 61.45'
C4	70°55'02"	50.00'	81.88'	N25°47'59"E, 58.01'
C5	89°48'23"	25.00'	39.17'	S45°13'40"W, 35.29'
C6	90°13'37"	25.00'	39.37'	N44°48'20"W, 35.43'
C7	71°02'28"	25.00'	31.00'	N35°14'42"E, 28.05'
C8	109°14'42"	25.00'	47.57'	S54°17'10"E, 40.77'
C9	90°00'00"	50.00'	78.54'	S44°39'50"E, 70.71'
C10	80°00'00"	25.00'	39.27'	S44°39'50"E, 35.36'
C11	89°48'41"	25.00'	39.17'	N45°13'41"E, 35.29'

Line #	Bearing	Distance
L1	N18°47'42"W	8.22'
L2	N71°12'18"E	18.00'
L3	N18°47'42"W	8.22'
L4	N18°37'04"W	7.28'
L5	N71°22'56"E	1.31'
L6	N71°22'56"E	14.66'
L7	N18°37'04"W	7.28'



DATUM:
 GROUND DISTANCE - U.S. FOOT
 BASIS OF BEARING - GEODETIC BASED ON GPS
 COORDINATES REFER TO CITY OF CASPER GIS DATUM,
 WYOMING STATE PLANE COORDINATES - EAST CENTRAL
 ZONE, NAD83/86 AND ELEVATIONS REFER TO NAVD83.



RESOLUTION NO. 17-76

A RESOLUTION RENAMING BIT LANE AND SPUR PLACE, LOCATED IN THE FAIRGROUNDS HOME ADDITION, AND AUTHORIZING AND DIRECTING THE RESOLUTION TO BE RECORDED IN THE OFFICE OF THE NATRONA COUNTY CLERK.

WHEREAS, the plat of the Fairgrounds Home Addition was approved by the City Council by Ordinance 16-16, on January 17, 2017, and recorded with the Clerk of Natrona County, Wyoming as Instrument No. 1027179, on March 1, 2017; and,

WHEREAS, the Fairgrounds Home Addition plat dedicated and created two (2) public streets named Bit Lane and Spur Place; and,

WHEREAS, Fairgrounds Plaza, Inc. is the owner of the Fairgrounds Home Addition surrounding said streets, and has requested that the City of Casper rename both streets; and,

WHEREAS, the proposed renaming complies with the Natrona Regional Geospatial Cooperative *Street Naming and Address Assignment Standard Operating Procedures*; and,

WHEREAS, said streets are platted but undeveloped, and the City of Casper and Fairgrounds Plaza, Inc., desire to change the name of said streets; and,

WHEREAS, an illustration of said streets located in the Fairgrounds Home Addition is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth;

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 renaming of Bit Lane to Linden Way; and Spur Place to Greenspire Drive; all located within the Fairgrounds Home Addition.

BE IT FURTHER RESOLVED: That upon passage and execution of this resolution in accordance with law, this resolution shall be filed with the office of the Natrona County Clerk.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:

Wallace Tremblay III

ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

April 18, 2017

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

FROM: Tracey L. Belser, Assistant City Manager/ Support Services Director *TLB*
 Jason Shellabarger, Fleet Maintenance Manager

SUBJECT: Authorize the Purchase of Two (2) New Utility Vehicles, in the Estimated Total Amount of \$12,400.00, for Use by the Parks Division of the Public Services Department.

Meeting Type & Date
 Regular Council Meeting. May 2, 2017

Action type
 Minute Action

Recommendation
 That Council, by minute action, authorize the purchase of two (2) new utility vehicles, from Stotz Equipment, Evansville, Wyoming, to be used in the Parks Division of the Public Services Department, in the estimated total amount of \$12,400.00.

Summary
 This purchase will replace one (1) 2001 utility vehicle that is utilized by the Parks Department for trash removal and hauling equipment on the trail systems throughout the City of Casper, and one (1) 2007 utility golf cart utilized at Highland Cemetery for hauling equipment and clean up on a daily basis. These vehicles have high use and are at the end of their useful life, due to the lack of trade in value these vehicles will be auctioned at the next City of Casper surplus equipment auction. Quotes were requested for two (2) new utility vehicles. On February 2, 2017, three (3) quotes were received. The recommended purchase of the John Deere PR15-Gator TS meets all of the required specifications for the new utility vehicles. The quotes are as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(2) New John Deere PR15-Gator TS	Stotz Equipment Evansville, WY	\$12,400.00	None	\$12,400.00
(2) New John Deere PR15-Gator TS	Sheridan County Implement Sheridan, WY	\$13,113.14	None	\$13,113.14

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(2) New John Deere PR15-Gator TS	Potter County Implement Gettysburg, SD	\$13,575.96	None	\$13,575.96

Financial Considerations

This purchase is approved in the FY17 adopted budget and is funded by the One Cent #15 Optional Sales Tax Revenue.

Oversight/Project Responsibility

This purchase will be made by Jason Shellabarger, Fleet Maintenance Manager in Support Services with oversight being transferred to Dan Coryell, Parks Manager in Public Services after the equipment is received.

Attachments

No Attachments

April 13, 2017

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

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*
Jason Shellabarger, Fleet Maintenance Manager
Bruce Martin, Assistant Public Utilities Manager

SUBJECT: Authorize the Purchase of One (1) Heavy Duty Tandem Axle Truck Chassis, in the Estimated Total Amount of \$108,087.00, for Use by the Waste Water Collection Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting. May 2, 2017

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) heavy duty tandem axle truck chassis, by the State of Wyoming bid process, from CMI-Teco, Mills, Wyoming, to be used in the Waste Water Collection (WWC) Division of the Public Services Department, in the estimated total amount of \$108,087.00.

Summary

VacCon combination sewer trucks are used for two primary functions - jetting and vacuuming. The jetting portion of the truck provides 3,000 pounds of pressure through a hose and specialized nozzle to clean pipelines and manholes for routine and emergency sewer backup response. A large fan-driven vacuum and extendable eight-inch boom make the truck capable of pulling material from depths in excess of 25 feet. After sediment, rags, and roots are dislodged during sewer jetting, they are vacuumed up from a downstream manhole.

WWC currently uses two VacCon combination jet/vacuum trucks (vactors) for maintenance of Casper's sanitary sewer collection system and, on a limited basis, for maintenance of the storm sewer system. WWC's comprehensive sanitary sewer maintenance program includes cleaning each of the City's 280 miles of sanitary sewer main, 15 inches and smaller, on a 48-month cycle. The duration of this cycle was researched and selected by WWC in conjunction with Risk Management and the Wyoming Association of Risk Management (WARM). Cleaning according to this schedule has helped the City reduce main line sewer backup insurance claims as a result of negligence. The vactors are used to clean and disinfect streets and gutters after sanitary sewer overflows, to clean out solids from wastewater lift stations, to dewater lift stations for maintenance, for maintenance at the Wastewater Treatment Plant, and in sump cleaning and soft-digging excavations. Vector utilization for storm water system maintenance is limited to emergency response, root cutting and in instances when the Streets vector truck is out of service.

There are currently two vactors in the WWC fleet. The "large" vector is a 2012 VacCon with an 11 yard tank, 1000' of hose, and 10' of boom extension sitting on a Mack chassis. The truck is equipped

with a soft dig unit and a vaporooter system. The “small” vector is a 2009 VacCon with a 9 yard tank, 700’ of hose, and 10’ of boom extension sitting on an International chassis.

The 2009 vector truck is scheduled to be replaced. The truck performed well during its first five years of service, but its age and extensive use have started to impact its reliability. Vector manufacturers estimate a useful life of six years of use at an annual cleaning rate comparable to those performed in Casper. WWC’s experience with previous vector units has shown that continued use of a vector beyond its expected six year life causes significant down time and greatly increased repair costs. Since January 2015, the 2009 vector has spent 142 days at the City Garage; this can be compared to 36 days in the garage for the 2012 vector. The down-time resulted in cleaning 47,000 fewer feet of sewer main than planned.

Having both vectors operational is imperative to the success of the maintenance program. Failure to replace the 2009 vector in FY17 will likely result in WWC’s inability to clean the Casper Creek, North Casper, Garden Creek West, and Casper Central drainage basins within the 48-month cycle, increasing the risk for sewer main back-ups and insurance claims. Additionally, special work request, such as soft-digging, sump cleaning, special storm water projects, and work requiring the use of two vector may have to be delayed or outsourced

Wyoming State Statute allows cities to purchase specific vehicles by utilizing the State bid process. Taking advantage of this process reduces the cost of vehicles purchased. This purchase is for the chassis portion of a new sewer collection truck with the body being bid out separately. Making this purchase in two parts allows for a substantial savings of approximately \$12,000 as opposed to bidding this truck out as one unit. This purchase will replace one (1) 2009 sewer collection truck in the Waste Water Collection Division that is due for replacement by age and hours of operation. These sewer trucks are used throughout the City of Casper to maintain the sanitary sewer system and storm water catch basins.

As required by Wyoming State Statute 15-1-113(b), the State of Wyoming notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended purchase of the Mack GU713 Chassis meets all of the required specifications for the new sewer collection truck.

The bid was as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(1) Mack GU713 Tandem Axle Truck Chassis	CMI-Teco Mills, WY	\$108,087.00	N/A	\$108,087.00

Financial Considerations

This purchase is approved in the FY17 adopted budget and is funded by the Sewer Fund.

Oversight/Project Responsibility

This purchase will be made by Jason Shellabarger, Fleet Maintenance Manager in Support Services with oversight being transferred to Krista Johnston, Sanitary Sewer/Storm Water Manager in Public Services after the equipment is received.

Attachments

No Attachments