AGENDA

Casper City Council Meeting
City Hall, Council Chambers
Tuesday, June 19, 2018, 6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.

II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, 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.
- Direct all questions/comments to the Mayor and only the Mayor.
- No personal attacks on staff or Council.
- Speak to the City Council with Civility and Decorum.

IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.

V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.

VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

AGENDA

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. CONSIDERATION OF MINUTES OF THE JUNE 5, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JUNE 16, 2018

4. CONSIDERATION OF BILLS AND CLAIMS

5. BRIGHT SPOTS IN OUR COMMUNITY – NICHOLAS DAY, EAGLE SCOUT RECIPIENT

6. PUBLIC HEARINGS

A. Ordinance

1. Review of Eight Ordinances Adopting the Various 2018 Editions of the **International Building Codes**.
   a. 2018 International Building Code
   b. 2018 International Residential Code
   c. 2018 International Mechanical Code
   d. 2018 International Plumbing Code
   e. 2018 International Fuel Gas Code
   f. 2018 International Property Maintenance Code
   g. 2018 International Existing Building Code
   h. 2018 International Fire Code

B. Resolution

1. Adoption of the **Fiscal Year 2018 Budget Amendment**.

2. Adoption of the **Fiscal Year 2018-2019 Budget**.

C. Minute Action

1. Transfer of Ownership for **Retail Liquor License No. 7**, Owned by Love Holdings LLC, d/b/a C85 @ The Branding Iron, Located at 129 West 2nd Street to One Two Nine Hospitality, LLC d/b/a **C85 @ The Branding Iron**, Located at 129 West 2nd Street.

7. SECOND READING ORDINANCE

A. Consent

1. **Wireless Communication Ordinance Amendments**.

8. RESOLUTIONS

A. Consent

1. Authorizing an Agreement with **Sheet Metal Specialties, Inc.**, in the Amount of $56,700.00, for the **Wastewater Treatment Plant HVAC Improvements**.

2. Authorizing a Contract for Professional Services with **Hopper Disposal, Inc.**, in the Amount of $63,500, to **Shred or Remove Tires from the Casper Regional Landfill**.

8. RESOLUTIONS (continued)

A. Consent

3. Authorizing a Contract for Professional Services with **FORTERRA**, in the Amount of $23,625 to **Manufacture Fifty (50) Concrete Bin Blocks** to be Used in the Compost Products Yard at the Casper Regional Solid Waste Facility.

4. Adopting the **Water, Sewer, and Wastewater Treatment Plant System Investment Charge Fee Schedule**.

5. Authorizing a Contract for **Outside-City Sewer Service** with **B & H Rig and Tong Sales, Inc.**

6. Authorizing an Agreement with **Treto Construction, LLC**, in the Amount of $367,700, for the **15th and McKinley Street Intersection Improvements Project**.

7. Authorizing an Agreement with **Wayne Coleman Construction, Inc.**, in the Amount of $175,307, for the **Fairdale Avenue Improvements Project**.

8. Requesting **Natrona County** Continue to Collect **8 Mills of Property Taxes** on Behalf of the City of Casper.

9. Authorizing a Lease to **Casper Area Transportation Coalition, Inc.**, A Wyoming Non-Profit Corporation, for **Two Buildings, Parking Area and Adjacent Land** at 1715 East 4th Street, in an Amount of $8,436, Commencing July 1, 2018 through June 30, 2019.

10. Authorizing a **Professional Services Contract** with **Casper Area Transportation Coalition, Inc.**, a Wyoming Non-Profit Corporation, for Fiscal Year 2019, in an Amount not to Exceed $1,885,286.

11. Authorizing a Lease for the Use of Certain **City-Owned Vehicles** to **Casper Area Transportation Coalition, Inc.**, a Wyoming Non-Profit Corporation, for the Transportation of the Elderly, Disabled, and General Public for Fiscal Year 2019, in an Amount of $25, Commencing July 1, 2018 through June 30, 2019.

12. Authorizing an Underground Right-of-Way Easement with **Rocky Mountain Power** to Install **Electrical Service** Underground to the former Milo's Auto Body Shop at **274 West Midwest Avenue**.

13. Authorizing **Employment Agreement** to Employ **Cally E. Lund as Municipal Judge** for the City of Casper.

14. Authorizing the Regulating and Operation of **Highland Cemetery and Establishing Fees, Services and Sales Policies, Rules and Regulations**.

8. RESOLUTIONS (continued)

A. Consent

15. Authorizing an Amendment to the Lease Agreement between the City of Casper and **Gary Marsh, Inc.**, in Regards to the **WyoCity Golf Tournament**.

9. MINUTE ACTION

A. Consent

1. Authorizing the Sole Source Purchase of X29P Series **Tasers**, in the Amount of $31,820, from **Pro Force Law Enforcement** for Use by the Casper Police Department.

2. Authorizing the Purchase of One (1) New **One Ton Truck** with Service Body and Accessories, from **Fremont Motor Company**, Sheridan, Wyoming, in the Total Amount of $63,559.86, for Use by the Water Distribution Division of the Public Services Department.

10. COMMUNICATIONS

A. From Persons Present

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

12. ADJOURNMENT

Upcoming Council meetings
Council meetings – Council Chambers
6:00 p.m. Tuesday, July 3, 2018
6:00 p.m. Tuesday, July 17, 2018

Work sessions – Council Meeting Room
4:30 p.m. Tuesday, June 26, 2018
4:30 p.m. Tuesday, July 10, 2018

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
June 5, 2018

Casper City Council met in regular session at 6:00 p.m., Tuesday, June 5, 2018. Present: Councilmembers Hopkins, Huber, Humphrey, Johnson, Laird, Morgan, Powell, Walsh and Mayor Pacheco. Councilmember Laird began the meeting with a moment of silence for abused children.

Mayor Pacheco led the audience in the Pledge of Allegiance.

Moved by Councilmember Johnson, seconded by Councilmember Powell, to, by minute action, approve the minutes of the May 15, 2018, regular Council meeting, as published in the Casper-Star Tribune on May 25, 2018. Councilmember Humphrey abstained from voting. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Morgan, to, by minute action, approve the minutes of the May 15, 2018, executive session. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the May 29, 2018, executive session. Councilmembers Powell and Walsh abstained from voting. Motion passed.

Moved by Councilmember Walsh, seconded by Councilmember Hopkins, to, by minute action, approve payment of the June 5, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims
06/05/18

33 MileRdImp	Services	$738.80
A-1	Services	$240.00
ACambronne	Refund	$49.09
AdvTankConst	Services	$5,930.00
AllianceElec	Services	$928.44
AltimusDist	Supplies	$10,385.00
AMBI	Services	$975.22
Ameritech	Services	$2,059.32
AndrnHunt	Services	$189,183.70
AndrnHunt	Services	$585.30
ANShumway	Services	$308.74
Arcadis	Services	$3,221.00
ArcShtMtl	Repairs	$3,000.00
ArrowheadHeating	Services	$256.92
AtlanticElectric	Services	$15,920.43

Balefill	Services	$108,305.85
BankOfAmerica	Goods	$326,999.83
BHEnergy	Services	$26,266.75
Caselle	Services	$75.00
CasparBuildSystems	Services	$81,418.37
CasperPubSafetyComm	Services	$3,195.02
CATC	Funding	$169,263.80
CCondelario	Refund	$49.09
Centurylink	Services	$471.35
Ch2mHill	Services	$78,688.87
ChildrensAdvocacyProject	Funding	$10,000.00
CityofCasper	Services	$7,416.67
CivilEngineeringProfessionals	Projects	$26,985.67
CMoore	Refund	$28.96
CommTech	Goods	$2,317.50
CowdinCleaning	Services	$884.00
CrimeSceneInfo	Services	$86.25
DaveLodenConstruction	Projects	$185.00
DeltaDental	Services	$38,110.46
DHartPatrolSvc	Services	$34,708.50
DHartPatrolSvc	Services	$3,856.50
DKepnr	Supp	$64,838.68
DPCIndustries	Goods	$6,964.88
DPeres	Refund	$87.79
DrvrAlliantIns	Ins	$145.00
EBennett	Refund	$48.90
EDavis	Refund	$75.00
EnvironmentalCivilSolutions	Services	$28,941.71
EquivalentCtrls	Supplies	$376.70
ETCIns	Supp	$8,990.00
FirstData	Services	$4,464.95
FirstInterstateBank	Services	$2,172.07
FirstInterstateBank	Services	$1,112.36
FirstVetSupply	Goods	$375.90
FremontMtrCo	Services	$154,392.30
GBSBenefits	Services	$580.00
GolderAssociates	Services	$8,297.78
GrtWstrnPrk&Plygrd	Supp	$5,200.00
GSeoles	Refund	$7.34
GWMechanical	Services	$3,824.25
HDoyle	Reimb	$71.89
HDR Engineering	Projects	$3,093.45
Hein-Bond	Services	$6,937.50

HighPlainsConstruction	Goods	$214.38
Hitek	Services	$3,000.00
Homax	Goods	$23,316.85
ISC	Supplies	$7,703.10
JBenson	Refund	$75.00
JJones	Refund	$17.16
JMclean	Reimb	$200.00
JSchoenwolf	Reimb	$100.00
JStowers	Reimb	$100.00
JTLGroup	Services	$10,243.70
KimleyHorn	Services	$13,041.00
KPivik	Services	$200.00
KubwaterResources	Goods	$5,098.96
KVDavisConseling	Speaker	$500.00
LMedoff, PH.D	Services	$500.00
LnclnNtlLife	Services	$266.57
LongBuildingTech	Services	$667.71
LPotter	Refund	$45.98
LShumaker	Refund	$75.00
LSpearman	Reimb	$287.35
M Szewczyk	Reimb	$20.96
Motorola	Goods	$29,633.35
NAdame	Refund	$49.09
Nalco	Supp	$17,010.00
Nania	Services	$19,963.00
NationalBenefitServices	Services	$411.15
NCConservationDistrict	Funding	$85,000.00
NCHealthDept	Funding	$225.00
NCWeedPest	Services	$65,000.00
NIRA	Funding	$18,000.00
OneCallofWy	Services	$495.00
Pntwrks	Services	$346.47
PoliceDept	Services	$955.27
PostalPros	Services	$12,094.14
Pubworks	Goods	$1,756.19
R Schwahn, DVM	Services	$1,300.00
Raftelis	Services	$1,265.05
RavenInd	Services	$144,157.13
RecycledMaterials	Services	$7,750.00
RockyMtnPower	Services	$137,550.96
SBarrett	Reimb	$18.01
ScottEnvSvcs	Services	$250.00
SDaley	Reimb	$68.24

SDunnuck	Reimb	$349.11
SeniorPatientAdvocates	Services	$450.00
SkylineRanches	Services	$516.41
Smarsh	Services	$1,740.50
SNunn	Reimb	$26.86
StanardAssoc	Forms	$4,619.00
StarTribune	Services	$1,926.91
StealthPartnerGroup	Services	$108,736.81
StrategicInsights	Services	$3,150.00
TGlaser	Reimb	$82.50
TopOffice	Goods	$58.31
TRector	Refund	$25.52
TretoConstruction	Projects	$188,002.50
TSchelling	Refund	$31.98
Tweed'sWholesale	Goods	$321.68
TWeinmaster	Refund	$47.38
TWillson	Refund	$33.13
TYates	Refund	$17.41
UWExtension	Services	$550.00
VisionServicePlan	Services	$1,571.24
WarriorKit	Supplies	$25,695.00
WasteWaterTreatment	Funding	$280,268.00
WERCSCommunications	Services	$99.00
WesternWaterConsult	Services	$7,937.17
WestlandPark	Services	$2,074.14
WMC	Refund	$45.32
WorthingtonLenhart&Carpenter	Services	$9,523.88
WyDoorSvc	Reprs	$4,077.29
ZSchommer	Refund	$8.22
ZTaylor	Refund	$49.40
		$2,705,100.29

Mayor Pacheco then introduced representatives from the College National Finals Rodeo (CNFR). Dave Park, CNFR Committee Chairman, provided an overview of the event and thanked Council and the community for their support of the event. Roger Walters, National Intercollegiate Rodeo Association Commissioner, also recognized the supporters of this event and presented the Council with a plaque of appreciation for hosting the CNFR for twenty years.

Moved by Councilmember Hopkins, seconded by Councilmember Walsh, to, by minute action, establish June 19, 2018, as the public hearing date for the consideration of: eight ordinances adopting the various 2018 editions of the International Building Codes; adoption of the fiscal year 2018 budget amendment; adoption of the fiscal year 2018-2019 budget; and transfer of ownership for Retail Liquor License No. 7, owned by Love Holdings LLC, d/b/a C85 @ The Branding Iron, located at 129 West 2nd Street to One Two Nine Hospitality, LLC d/b/a C85 @ The Branding Iron, located at 129 West 2nd Street. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of the wireless communication ordinance amendments.

City Attorney Henley entered two (2) exhibits: correspondence from John Henley to J. Carter Napier, dated June 5, 2018 and an affidavit of publication, as published in the Casper-Star Tribune, dated May 15, 2018. Acting City Manager Pitlick provided a brief report.

There being no one to speak for or against the issues involving the wireless communication ordinance amendments, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 7-18

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

Councilmember Humphrey presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Powell. Council discussed the matter briefly. City Attorney Henley addressed a question presented by Councilmember Morgan. Motion passed.

Following ordinance read:

ORDINANCE NO. 4-18

AN ORDINANCE ESTABLISHING MOBILE VENDOR PARKING

WHEREAS, the City Council of Casper, Wyoming, has determined that mobile vendors bring vibrancy and interest to the City of Casper, including the downtown and the Old Yellowstone District; and,

WHEREAS, the City of Casper believes it is appropriate for public safety and convenience to establish legal oversight of mobile vendors; and,

WHEREAS, the City of Casper has engaged in review and discussion to balance the use of city parking.

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

Section 10.36.031 of the Casper Municipal Code is hereby created to read as follows:

A. Mobile Vendor Parking Permit Required.

(1). It is unlawful for the owner, or any other person, to permit the operation of a Mobile Food Vendor Vehicle in the City of Casper without first obtaining an annual Health License-Mobile Food Vendor Permit (Health-Mobile Food Permit) as provided in the Casper Municipal Code 8.04.020A2.

(2). The purchase of a Health-Mobile Food Permit shall not be a substitute for, or affect in any way, the necessity of obtaining other licenses as are required by city, county, state and/or federal governments' laws and regulations, except that any vendor issued a Yearly Health License-Mobile Food Permit shall be exempt from the provisions of the Casper Municipal Code Ch. 5.38 - Itinerant Merchants/Unsolicited Salesmen.

(3). Except for those areas designated as a mobile vendor site as by the City Manager, it is unlawful for a mobile vendor to operate a mobile vendor vehicle in the DOY without an

appropriate Mobile Vendor Parking Permit (MVPP). Mobile vendors may conduct business in a designated area, if they have an annual Health License-Mobile Food Vendor Permit.

B. Definitions

For purposes of this Ordinance the following terms are defined:

(1). "Block face" – both sides of a public street between two consecutive intersecting public streets.

(2). "Downtown – Second Street" – is limited to Casper's Second Street bounded on the east by Durbin Street and the west by David Street.

(3). "Mobile Vendor" is the owner, operator and/or employees operating a "Mobile Vendor vehicle."

(4). "Mobile Vendor Vehicle"- a mobile vendor vehicle is a vehicle or trailer which operates as a platform for an exchange of goods or services for payment; a food truck is an example, but the definition encompasses an exchange for value, of all other goods and services, as well.

(5). Mobile Vendor Parking Permit (MVPP) – A permit of limited number and of limited duration granted for the operation of a mobile vendor vehicle in the DOY.

(6). "Downtown" is synonymous with the Downtown Development District, as defined in Section 2.36.030, as may be amended.

(7). DOY is the "Downtown" area and the "Old Yellowstone District" area combined.

(8). "Old Yellowstone District" – is the area located generally west of the "downtown," which has been officially zoned OYDSPC (Old Yellowstone District and South Poplar Street Corridor). The area designated as the "Old Yellowstone District" may be modified upon approval of zone changes by the City Council.

C. General Limitations, Restrictions and Rules

(1). Mobile vendors shall not use any public alleyway as a parking area within the City of Casper.

(2). Garbage collection and site cleanup are the responsibility of the permit holder; subsequent permit applications may be denied should this obligation not be fulfilled.

(3). A MVPP shall not be required for any mobile vendor that is parking within an area on a street that has been closed or partially closed pursuant to any city-issued street closure permit.

(4). The purchase of an annual Health-Mobile Food Permit and/or a MVPP shall not allow a vendor to park on parkways or in handicapped parking spaces, loading zones, school-related critical parking zones, fire lanes, bus stops, or similarly restricted special parking places. Vendors are not allowed to park in a way that would obstruct any pedestrian ramp, fire hydrant, driveway, garage, or vehicular traffic lane.

(5). Mobile vendor vehicles shall position their vehicle or trailer in a manner that will allow all individuals to access the vehicle or trailer from a sidewalk, closed or barricaded road surface - protected from moving vehicles, or from private property. A mobile vehicle vendor shall not operate in a manner that requires individuals to walk or stand in the driving areas or parking areas of the right-of-way, except to the extent that these individuals are within the physical confines of the vendor's vehicle or trailer or a closed or barricaded portion of a parking area, which is protected from moving vehicles.

(6). Mobile vehicle vendor operators shall not place any equipment, furnishings, signs, tents, or any other items on the right-of-way, the parkway, or on any public sidewalk.

(7). The purchase of a Health-Mobile Food Vendor Permit and/or a MVPP shall not grant exemptions from parking restrictions related to snow emergencies or any legal street closure or restriction.

(8). Signs informing the public, of the reserved spacing pursuant to a MVPP, may be posted on the curb or sidewalk of reserved street parking spaces, but such signs cannot be displayed until two (2) hours before the start-time of the permit.
(9). No vehicle associated with the mobile vendor's operation pursuant to a MVPP, including pull vehicles, support vehicles, and/or employee's/ worker's vehicles may park on the same block as the MVPP unless the vehicles are parked within the reserved spots as specified by the MVPP.
(10). City electrical outlets (typically used for Christmas lights) may not be used by mobile vendors unless written approval is granted by the City Park & Recreation Department, after paying a $15.00 per day fee and posting a $300.00 damage deposit with the City Clerk's office.

D. Parking Permit Types and Costs.

(1). All permits shall be purchased from the City Clerk's office, during usual business hours – 8:00 a.m. until 5:00 p.m., Monday – Friday, holidays and special event days exempted. The permit purchased is only valid for the vehicle/trailer described in the application and cannot be sold, traded or assigned.
(2). Two types of permits shall be available for purchase:
(A.) Health License-Mobile Food Vendor Permits. These permits are currently issued by the City Clerk's office. Such permit for mobile food vendors' vehicles is required to lawfully operate within the City of Casper. The cost is $75.00, annually-fiscal year.
(B.) Mobile Vendor Parking Permit (MVPP).
(a)(i). A MVPP allows a mobile vendor vehicle on the permit to park in the DOY with certain restrictions.
(a)(ii). No MVPP may be issued to one applicant for more than two (2) consecutive days on the same block face.
(a)(iii). A MVPP may be purchased up to thirty (30) days in advance of the requested parking date; MVPPs are to be issued on a time priority basis, the first to apply shall be the recipient of the requested block face. The day of the requested parking date is day 1 for purposes of counting back to the earliest application date.
(a)(iv). Hours: Monday-Friday: Hours of set up and operation are limited for a DOY location to a start time of 3:00 p.m. until 3:00 a.m. the following morning.
(a)(v). Hours: Saturdays-Sundays the hours of parking/operation for a MVPP begins at 1:00 p.m. and expires at 3:00 a.m., the following morning.
(a)(vi). A maximum of ten (10) MVPPs for all applicants can be issued for all applicants in any one calendar month for any one block face.
(a)(vii). A MVPP costs Twenty-Five Dollars ($25.00) per space per day. The application can request a maximum of two (2) parallel parking spaces or three (3) diagonal parking spaces.
(b). MVPP Application and Permit Contents. The MVPP permit application form shall require the vendor to specify and the permit shall state on its face:
(i). The street legal vehicles or street legal trailers that will be operating under the MVPP, including the vehicles' license numbers and the owner of such vehicle and/or trailer and/or bus, with emergency contact cell/phone number;
(ii). The date or dates for which the permit is requested;
(iii). The parking lot or block on which the vendor wishes to operate. The block shall be identified by the street, and the side of the street, on which the vehicle or trailer will be parked, along with the two nearest cross streets in both directions from the desired location.
(iv). The parking spot or spots that the vendor wishes to occupy, if available.

(v). The MVPP application must also be co-signed by a Downtown business owner, Downtown business manager, or Downtown real property owner on the block face for which a MVPP is requested and that business property must be within 30 (thirty) feet of the nearest requested parking space.
(vi). Information deemed helpful or relevant by the City Clerk's office for the issuance of or enforcement of a MVPP.
(vii). The MVPP shall be posted conspicuously upon the Mobile Vendor's Vehicle, as will the Health-Mobile Food Vendor Permit for mobile food vendors, which verifies the applicant's approval from the Health Department, Building Department, and Fire Department.

E. Notice to Downtown Development Authority

When a complete MVPP application has been filed, the City Clerk's office shall e-mail a notice of filing to the Downtown Development Authority.

F. Penalties.

(1). Parking without required Mobile Vendor Permit and/or MVPP.
(i). If a mobile vendor is parked for operation in the City of Casper, without the correct permit(s) as stated herein, such conduct shall constitute a misdemeanor.
(2). Clean up of area.
(i).The Yearly Permit Holder and/or MVPP holder shall pick-up and bag ongoing litter and trash within a 90 foot radius of the mobile vendor vehicle operation, as well as monitor for and remediate potential hazards associated with the vendor's operation and hazards due to product spills, product and product container refuge within a 90 foot radius of the mobile vendor vehicle operation.
(3). A violation of this Ordinance/Chapter shall constitute a misdemeanor punishable by a fine of up to Five Hundred Dollars ($500.00).
(4). Loss of MVPP application privilege.
Two or more violations of this Ordinance/Chapter within a nine month period shall result in a revocation of the owners' and business' ability to apply for a MVPP, for a period of six (6) weeks, which period of time shall commence as determined by the City Clerk, but no later than three (3) weeks after a plea of guilty, payment of fine, a nolo contendre plea or a finding of guilt after trial for the second violation.
This Ordinance shall become effective on June 26, 2018.
PASSED on 1st reading the 5th day of April, 2018.
PASSED on 2nd reading the 15th day of May, 2018.
PASSED, APPROVED AND ADOPTED on 3rd and final reading the 5th of June, 2018.

Councilmember Powell presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Walsh. Rob Caputa, 4370 S. Poplar, spoke in support of food trucks. Council discussed the matter. Councilmembers Hopkins, Humphrey, and Johnson voted nay. Councilmember Laird abstained from voting. Motion passed.

Following ordinance read:

ORDINANCE NO. 6-18

AN ORDINANCE AMENDING SECTION 1.28.010 E. OF THE CASPER MUNICIPAL CODE PERTAINING TO THE PENALTY FOR A VIOLATION OF CASPER MUNICIPAL CODE 5.08.370 (MINORS — POSSESSION OF ALCOHOL OR PUBLIC INTOXICATION)

Councilmember Walsh presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Huber. Keith Rolland, 542 S. Durbin, made suggestions to improve the ordinance and shared his concerns with it. Council discussed the matter at length.

Councilmember Huber moved to amend paragraph E. of the ordinance. Seconded by Councilmember Powell. Councilmembers Johnson and Mayor Pacheco voted nay to amend. Motion to amend passed. Council then voted on the ordinance, on third reading, as amended. Councilmembers Johnson and Laird voted nay.

Following ordinance passed:

ORDINANCE NO. 6-18 AMENDED

AN ORDINANCE AMENDING SECTION 1.28.010 E. OF THE CASPER MUNICIPAL CODE PERTAINING TO THE PENALTY FOR A VIOLATION OF CASPER MUNICIPAL CODE 5.08.370 (MINORS — POSSESSION OF ALCOHOL OR PUBLIC INTOXICATION)

WHEREAS, traditionally, throughout many jurisdictions in the State of Wyoming, including Casper, the imposed sentence for a minor in possession of alcohol included a term of unsupervised probation; and,

WHEREAS, in a Wyoming Supreme Court case titled City of Casper v. Simonson, 400 P.3d 352 (2017), the Court ruled that municipal courts cannot impose probation when the only penalty for an offense is a fine; and,

WHEREAS, the Court further concluded that a court cannot place a defendant on probation for an offense that has not expressly been made punishable by a jail or prison sentence; and,

WHEREAS, the Court recognized that its ruling will limit municipal courts' ability to impose what might be helpful conditions of probation to address potential drinking problems of youthful offenders; and,

WHEREAS, the Court left the resolution of that issue to amending the ordinance to provide for incarceration, or through legislation; and,

WHEREAS, the City Council wishes to add incarceration as a potential penalty by amending Chapter 1.28, Section 1.28.010 E. for violation of Casper Municipal Code 5.08.370; and,

WHEREAS, adding incarceration as a potential penalty will allow the Casper Municipal Court to impose probation and the conditions thereof to address potential drinking problems of youthful offenders.

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

Section 1:

That Section 1.28.010 E. of Chapter 1.28 of the Casper Municipal Code is hereby amended to read as follows:

E. For a violation of Section 5.08.370 of this Code and upon conviction thereof, the Court may impose a penalty of up to Seven Hundred Fifty Dollars ($750.00) and/or incarceration for a period not to exceed six (6) months.

Section 2:

This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1st reading the 1st day of May, 2018.

PASSED on 2nd reading the 15th day of May, 2018.

PASSED, APPROVED, AND ADOPTED on third and final reading the 5th day of June, 2018.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-111

A RESOLUTION AUTHORIZING A CONTRACT WITH THE CASPER FIRE FIGHTERS LOCAL I.A.F.F. UNION 904 FORTHE CONTRACT PERIOD JULY 1, 2018 - JUNE 30, 2020.

RESOLUTION NO. 18-112

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION AND NELSON NYGAARD CONSULTING ASSOCIATES, INC. FOR A CASPER AREA LONG RANGE TRANSPORTATION PLAN.

RESOLUTION NO. 18-113

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE WYOMING SMART CAPITAL NETWORK AGREEMENT BETWEEN THE CITY OF CASPER AND THE PARTICIPATING WYOMING MUNICIPALITIES IN THE STATE CONSORTIUM FOR THE PURPOSE OF STIMULATING ECONOMIC DEVELOPMENT EFFORTS.

RESOLUTION NO. 18-114

A RESOLUTION ESTABLISHING FEES FOR THE METROPOLITAN ANIMAL CONTROL FACILITY AND RESCINDING RESOLUTION NO. 13-236

RESOLUTION NO. 18-115

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT WITH THE STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION AND INFORMATION, CONSTRUCTION MANAGEMENT, FOR PROPERTY LOCATED IN THE DOWNTOWN AREA.

RESOLUTION NO. 18-116

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH CUES, INC. FOR THE SOLID WASTE CCTV PUSH CAMERA SYSTEM.

RESOLUTION NO. 18-117

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH MOUNTAIN WEST TELEPHONE FOR THE INSTALLATION OF FIBER COMMUNICATION FOR THE NEW CASPER FIRE STATION NO. 5.

RESOLUTION NO. 18-118

A RESOLUTION AUTHORIZING A GENERAL SERVICE CONTRACT WITH ROCKY MOUNTAIN POWER, FOR THE BALER BUILDING/MRF EXPANSION ELECTRICAL SERVICE UPGRADES.

RESOLUTION NO. 18-119

A RESOLUTION AUTHORIZING AN UNDERGROUND RIGHT OF WAY EASEMENT WITH ROCKY MOUNTAIN POWER, FOR THE BALER BUILDING/MRF EXPANSION ELECTRICAL SERVICE UPGRADES.

RESOLUTION NO. 18-120

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE -CITY WATER SERVICE WITH CHURCH OF THE HOLY FAMILY.

RESOLUTION NO. 18-121

A RESOLUTION AUTHORIZING A CONTRACT WITH HITEK COMMUNICATIONS INC., FOR INSTALLATION AND CONFIGURATION OF VIDEO SURVEILLANCE CAMERAS.

RESOLUTION NO. 18-122

A RESOLUTION ADOPTING THE CITY OF CASPER AMERICANS WITH DISABILITIES ACT GRIEVANCE POLICY, IN COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AND THE AMERICANS WITH DISABILITIES ACT OF 1990.

RESOLUTION NO. 18-123

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIENS.

Councilmember Hopkins presented the foregoing thirteen (13) resolutions for adoption. Seconded by Councilmember Walsh. Motion passed.

Moved by Councilmember Walsh, seconded by Councilmember Morgan, to, by consent minute action: authorize the discharge of $9,010.92 uncollectible accounts receivable balances, aged between the date of January 1, 2013 and March 31, 2013; authorize the purchase of three (3) new mid-size Police utility vehicles, from Fremont Motor Company, Lander, Wyoming, in the total amount of $110,785.38, before the trade-in allowance, for use by the Casper Police Department; reject the bid from Western States Fire Protection for the LifeSteps Campus Building “F” Fire suppression and campus fire alarm system replacement project; and authorize the inclusion of Fiscal Year 2018-2019 summary proposed budget into the minutes, as follows:

All Funds Requested Budget Summary

	FY18 Estimate	FY 2019 Proposed
General Fund	$ 42,693,083	$ 44,789,845
Capital Projects Funds		
Capital Projects Funds	6,966,163	15,520,402
Capital Equipment	1,643,328	-
Optional One Cent #13 Sales Tax	142,462	-
Optional One Cent #14 Sales Tax	2,416,888	-
Optional One Cent #15 Sales Tax	9,960,753	-
Opportunities Fund	7,439	8,534
Enterprise Funds		
Water	26,568,995	16,729,746
Water Treatment Plant	3,113,394	3,234,426
Sewer	6,789,024	7,493,483
Wastewater Treatment Plant	9,545,810	7,024,933
Refuse Collection	9,296,755	7,668,013
Balefill	17,035,869	7,898,109
Casper Events Center	959,719	937,687
Golf Course	549,921	737,796
Casper Recreation Center	1,042,174	1,065,388
Aquatics	1,018,767	1,004,504
Ice Arena	564,403	578,550
Hogadon Ski Area	741,806	836,333
Parking Lots	104,725	112,869
Special Revenue Funds		
Weed & Pest Control	619,612	478,836
Transit Services	2,205,056	1,699,234
Metropolitan Planning Office	412,147	1,083,839
Community Development Block Grant	385,845	-
Police Grants	261,473	305,082
Fire Grants	202,863	402,110
Redevelopment Loan Fund	255,355	72,850
Revolving Land Fund	175,000	25,000
Special Reserves Fund	420,281	-
Debt Services Funds		
Special Assessments	2,037	4,581
Internal Services Funds		
Fleet Maintenance Fund	2,775,508	2,356,938
Information Technology	1,295,520	-
Buildings & Structures	799,815	923,656

City Campus		279,499		252,563
Property & Liability Insurance		2,261,126		2,811,819
Variable Services Fund		131,613		-
Trust & Agency Funds				
Perpetual Care		2,431,390		3,278,735
Metro Animal Services		1,305,737		718,896
Public Safety Communications		2,326,328		2,640,235
Health Insurance		11,475,155		12,009,321
Total	$	171,182,838	$	144,704,313
Less Intergovernmental Transactions				
Transfers Out		18,914,772		8,699,137
Internal Services Charges		6,977,371		6,786,529
Total	$	25,892,143	$	15,485,666
Total	$	145,290,695	$	129,218,647

Motion passed.

Individuals addressing the Council were: Andrea Whistler, 403 S. Durbin, sharing her concerns about the safety of sidewalks for wheelchairs and regarding safety around motorists; Dennis Steensland, 533 S. Washington, sharing why he is in opposition to the two ordinances just passed; and Keith Rolland, 542 S. Durbin, sharing his opinions on the minor in possession ordinance, requesting a red-lined edition of the budget and stating that the community is not cyclist or pedestrian-friendly.

Acting City Manager Pitlick addressed questions presented by Council regarding employee benefits and financial accounting practices.

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, June 12, 2018, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, June 19, 2018, in the Council Chambers.

Moved by Councilmember Hopkins, seconded by Councilmember Walsh, to, by minute action adjourn. Motion passed. The meeting was adjourned at 7:48 p.m.

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

Bills & Claims

City of Casper

06/06/2018 to 06/19/2018

71 CONSTRUCTION, INC.	15505HP 1/2" HOT MIX ASPHALT	$451.44
	15470HP 1/2" HOT MIX ASPHALT	$135.00
	15533HP 1/2" HOT MIX ASPHALT	$272.70
	15522HP 1/2" HOT MIX ASPHALT	$267.84
	Subtotal for Cost Center **Streets:**	**$1,126.98**
	Vendor Subtotal:	**$1,126.98**
A.M.B.I. & SHIPPING, INC.	18-05-407 POSTAGE	$26.36
	Subtotal for Cost Center **Balefill:**	**$26.36**
	18-04-393 POSTAGE	$6.96
	18-05-396 POSTAGE	$34.57
	Subtotal for Cost Center **City Attorney:**	**$41.53**
	18-05-301 FIRST CLASS POSTAGE	$419.35
	18-05-284 FIRST CLASS POSTAGE	$416.00
	Subtotal for Cost Center **Code Enforcement:**	**$835.35**
	18-05-398 POSTAGE	$57.40
	Subtotal for Cost Center **Engineering:**	**$57.40**
	18-05-399 POSTAGE	$662.32
	Subtotal for Cost Center **Finance:**	**$662.32**
	18-05-400 May Postage	$4.13
	Subtotal for Cost Center **Fire:**	**$4.13**
	18-05-401 MAY POSTAGE	$2.32
	Subtotal for Cost Center **Fort Caspar:**	**$2.32**
	18-05-405 POSTAGE	$30.61
	Subtotal for Cost Center **Human Resources:**	**$30.61**
	18-05-402 FIRST CLASS MAIL	$9.11
	Subtotal for Cost Center **Metro Animal:**	**$9.11**
	18-02-451 POSTAGE & SHIPPING	$52.72
	Subtotal for Cost Center **Municipal Court:**	**$52.72**
	18-05-301 FIRST CLASS POSTAGE	$12.02
	Subtotal for Cost Center **Planning:**	**$12.02**
	18-05-408 REGULAR MAIL	$540.30

	Subtotal for Cost Center **Police:**	**$540.30**
	18-05-406 POSTAGE	$0.58
	Subtotal for Cost Center **Property & Liability Insurance:**	**$0.58**
	18-05-395 POSTAGE	$12.54
	Subtotal for Cost Center **Refuse Collection:**	**$12.54**
	Vendor Subtotal:	**$2,287.29**
A-1 PORTABLES & SERVICES	2332 PORTA POTTY	$120.00
	Subtotal for Cost Center **Balefill:**	**$120.00**
	Vendor Subtotal:	**$120.00**
AAA LANDSCAPING	15515 WEED MOWING - WYOMING BLVD	$500.00
	Subtotal for Cost Center **Code Enforcement:**	**$500.00**
	Vendor Subtotal:	**$500.00**
AAKER SIGNS & DESIGNS	18-4114 NEW FLEET GRAPHICS	$4,633.10
	Subtotal for Cost Center **Police Equipment:**	**$4,633.10**
	Vendor Subtotal:	**$4,633.10**
AARON TRUJILLO	2986 CLOTHING PURCHASE REIM-BALANCE	$80.85
	Subtotal for Cost Center **Police:**	**$80.85**
	Vendor Subtotal:	**$80.85**
ALISA COX	RIN0028665 CLOTHING REIMBURSEMENT	$171.88
	Subtotal for Cost Center **Parks:**	**$171.88**
	Vendor Subtotal:	**$171.88**
ALLIANT INSURANCE SVCS.	850328 PUBLIC OFFICIAL BOND - CLERK	$100.00
	Subtotal for Cost Center **Property & Liability Insurance:**	**$100.00**
	Vendor Subtotal:	**$100.00**

Bills & Claims

City of Casper

06/06/2018 to 06/19/2018

AMERI-TECH EQUIPMENT CO.	CM18888 CREDIT, STOCK JOYSTICK	-$1,410.30
	19161 STOCK, CAN PUNCHER	$3,561.30
	Subtotal for Cost Center **Fleet Maintenance:**	**$2,151.00**
	Vendor Subtotal:	**$2,151.00**
ARC SHEET METAL & COATINGS, LLC	RIN0028679 LEAK ON SKYLIGHT	$300.00
	Subtotal for Cost Center **Balefill:**	**$300.00**
	Vendor Subtotal:	**$300.00**
ARROWHEAD HEATING & AIR CONDITIONING	11112 HVAC REPAIR MAINT/COLL BLDG	$1,352.62
	Subtotal for Cost Center **Waste Water:**	**$1,352.62**
	Vendor Subtotal:	**$1,352.62**
BAR-D SIGNS, INC.	33526 LETTERINS FOR SANI TRUCKS	$8,080.00
	Subtotal for Cost Center **Refuse Collection:**	**$8,080.00**
	Vendor Subtotal:	**$8,080.00**
BLACK HILLS ENERGY	AP00018306081818 NATURAL GAS	$4,776.84
	Subtotal for Cost Center **Aquatics:**	**$4,776.84**
	AP00022606081818 NATURAL GAS	$50.45
	Subtotal for Cost Center **Cemetery:**	**$50.45**
	AP00018806081818 NATURAL GAS	$91.18
	Subtotal for Cost Center **Golf Course:**	**$91.18**
	AP00018406081818 NATURAL GAS	$570.51
	Subtotal for Cost Center **Ice Arena:**	**$570.51**
	AP00019106081818 NATURAL GAS	$802.38
	Subtotal for Cost Center **Recreation:**	**$802.38**
	Vendor Subtotal:	**$6,291.36**

BROWN, CHAD	0031054291 UTILITY REFUND	$5.14
	Subtotal for Cost Center **Water:**	**$5.14**
	Vendor Subtotal:	**$5.14**
CASELLE, INC.	88326 CONTRACT MAINTENANCE SUPPORT	$75.00
	Subtotal for Cost Center **Finance:**	**$75.00**
	Vendor Subtotal:	**$75.00**
CASPAR BUILDING SYSTEMS, INC.	RIN0028706 BALER BUILDING EXPANSION PROJE	$9,365.40
	Subtotal for Cost Center **Balefill:**	**$9,365.40**
	RIN0028683 RETAINAGE 16-050	-$29,102.50
	Subtotal for Cost Center **Capital Projects:**	**-$29,102.50**
	RIN0028683 FIRE EMS STATION #5	$291,024.91
	Subtotal for Cost Center **Fire:**	**$291,024.91**
	RIN0028706 BALER BUILDING EXPANSION PROJE	$21,852.60
	RIN0028706 RETAINAGE 13-050	-$3,121.80
	Subtotal for Cost Center **Refuse Collection:**	**$18,730.80**
	Vendor Subtotal:	**$290,018.61**
CASPER COMMUNITY GREENHOUSE PROJECT	RIN0028649 FY18 1%#15 ONE CENT FUNDING	$47,870.00
	Subtotal for Cost Center **One Cent #15:**	**$47,870.00**
	Vendor Subtotal:	**$47,870.00**
CASPER HOUSING AUTHORITY	361 FY18 1%#15 ONE CENT FUNDING	$27,874.92
	358 FY18 1%#15 ONE CENT FUNDING	$58,550.93
	Subtotal for Cost Center **One Cent #15:**	**$86,425.85**
	Vendor Subtotal:	**$86,425.85**
CASPER PUBLIC UTILITIES	RIN0028660 SANITATION	$106.50
	RIN0028660 SEWER	$21.65
	Subtotal for Cost Center **Water Treatment Plant:**	**$128.15**

	Vendor Subtotal:	**$128.15**
CENTRAL WY. REGIONAL WATER	163754 MAY18 WHOLESALE WATER	$442,359.94
	163746 MAY18 SYSTEM INVESTMENT FEES	$10,998.00
	Subtotal for Cost Center **Water:**	**$453,357.94**
	Vendor Subtotal:	**$453,357.94**
CENTURYLINK	RIN0028661 PHONE USE	$34.66
	Subtotal for Cost Center **City Hall:**	**$34.66**
	RIN0028674 PHONE USE	$64.90
	Subtotal for Cost Center **Code Enforcement:**	**$64.90**
	RIN0028661 PHONE USE	$489.68
	RIN0028661 PHONE USE	$299.91
	RIN0028661 PHONE USE	$229.33
	RIN0028674 PHONE USE	$10,990.21
	Subtotal for Cost Center **Communications Center:**	**$12,009.13**
	AP00013206081818 VOIP	$1,572.47
	AP000143051518 VOIP	$580.86
	RIN0028661 PHONE USE	$39.27
	Subtotal for Cost Center **Finance:**	**$2,192.60**
	RIN0028661 PHONE USE	$46.54
	RIN0028661 PHONE USE	$39.03
	RIN0028661 PHONE USE	$39.27
	RIN0028674 PHONE USE	$1,011.01
	Subtotal for Cost Center **Fire:**	**$1,135.85**
	RIN0028661 PHONE USE	$62.86
	RIN0028661 PHONE USE	$38.62
	RIN0028661 PHONE USE	$38.62
	Subtotal for Cost Center **Fleet Maintenance:**	**$140.10**
	RIN0028661 PHONE USE	$38.62
	Subtotal for Cost Center **Ice Arena:**	**$38.62**
	RIN0028661 PHONE USE	$77.20
	Subtotal for Cost Center **Metro Animal:**	**$77.20**
	RIN0028661 PHONE USE	$125.74

	Subtotal for Cost Center **Parking:**	**$125.74**
	RIN0028661 PHONE USE	$121.69
	RIN0028674 PHONE USE	$45.48
	Subtotal for Cost Center **Parks:**	**$167.17**
	RIN0028697 PHONE USE	$296.32
	Subtotal for Cost Center **Police:**	**$296.32**
	RIN0028661 PHONE USE	$117.81
	RIN0028661 PHONE USE	$39.27
	RIN0028661 PHONE USE	$39.27
	RIN0028661 PHONE USE	$46.27
	RIN0028661 PHONE USE	$38.62
	Subtotal for Cost Center **Recreation:**	**$281.24**
	RIN0028661 PHONE USE	$157.98
	Subtotal for Cost Center **Streets:**	**$157.98**
	RIN0028661 PHONE USE	$1,837.16
	RIN0028661 PHONE USE	$38.38
	RIN0028661 PHONE USE	$76.76
	Subtotal for Cost Center **Waste Water:**	**$1,952.30**
	RIN0028661 PHONE USE	$55.19
	RIN0028661 PHONE USE	$38.62
	RIN0028674 PHONE USE	$194.70
	Subtotal for Cost Center **Water:**	**$288.51**
	Vendor Subtotal:	**$18,962.32**
CIGNA HEALTH & LIFE INSURANCE COMPANY	2304081 PLAN ADMIN FEES	$11,577.70
	Subtotal for Cost Center **Health Insurance:**	**$11,577.70**
	Vendor Subtotal:	**$11,577.70**
CITY OF CASPER	5128/163653 MAY 18 CATC WORKORDER BILL	$3,355.04
	5128/163653 MAY 18 CATC WORKORDER BILL	$13,420.16
	5128/163654 MAY 18 CATC FUEL CHARGES	$7,802.39
	5128/163654 MAY 18 CATC FUEL CHARGES	$7,802.39
	Subtotal for Cost Center **C.A.T.C.:**	**$32,379.98**
	163271 ANNUAL HEALTH LICENCE LODGE	$100.00

	Subtotal for Cost Center **Hogadon:**	**$100.00**
	Vendor Subtotal:	**$32,479.98**
CITY OF CASPER - BALEFILL	525/163526 SANITATION	$15.00
	525/163784 SANITATION	$27.36
	Subtotal for Cost Center **Hogadon:**	**$42.36**
	247/163802 SANITATION	$93.00
	247/163652 SANITATION	$81.00
	247/163621 SANITATION	$67.00
	247/163699 SANITATION	$93.00
	Subtotal for Cost Center **Parks:**	**$334.00**
	2772/163811 SANITATION	$7,365.72
	2772/163572 SANITATION	$8,160.60
	2772/163528-559 SANITATION	$14,961.84
	2772/163627 SANITATION	$7,823.16
	2772/163720 SANITATION	$9,000.96
	2772/163744 SANITATION	$51,720.00
	2772/163659-685 SANITATION	$7,682.04
	2772/163758 SANITATION	$8,286.24
	2772/163596 SANITATION	$12,158.88
	2772/163785 SANITATION	$7,564.56
	Subtotal for Cost Center **Refuse Collection:**	**$134,724.00**
	1276/163571 SANITATION	$143.04
	1276/163527 SANITATION	$550.85
	1276/163719 SANITATION	$1,389.68
	1276/163658 SANITATION	$138.24
	1276/163757 SANITATION	$152.16
	Subtotal for Cost Center **Waste Water:**	**$2,373.97**
	Vendor Subtotal:	**$137,474.33**
CIVIL ENGINEERING PROFESSIONALS, INC.	17-006-13 MCKINLEY STREET UNDERPASS STOR	$5,307.50
	18-173-01 SRVY FOR EAST TERRACE REPLAT	$3,070.00
	Subtotal for Cost Center **Streets:**	**$8,377.50**
	17-045-07 CY BOOSTER STATION PROFESSIONA	$2,211.00
	17-045-07 CY BOOSTER STATION PROFESSIONA	$1,089.00
	14-066-39 EAST CASPER ZONE III PROJECT 1	$18,388.57
	14-066-39 EAST CASPER ZONE III PROJECT 1	$9,057.05

	Subtotal for Cost Center **Water:**	**$30,745.62**
	Vendor Subtotal:	**$39,123.12**
COMMUNICATION TECHNOLOGIES, INC.	80236 MOUNTING HARDWARE LEECHATE POL	$1,009.00
	Subtotal for Cost Center **Balefill:**	**$1,009.00**
	79473 RADIO LINK REPAIR	$1,221.00
	80232 REPAIRS TO UNIT 286	$51.50
	80252 REPAIR UNIT 296	$103.00
	80251 REPAIR UNIT 220	$51.50
	80207 INSTALL DISH TO SERVER ROOM	$1,456.33
	Subtotal for Cost Center **Police:**	**$2,883.33**
	Vendor Subtotal:	**$3,892.33**
COMTRONIX, INC.	20057030 QUARTERLY ALARM MONITORING	$732.00
	Subtotal for Cost Center **Balefill:**	**$732.00**
	Vendor Subtotal:	**$732.00**
CONCRETE STABILIZATION TECHNOLOGIES INC	12372 BRYAN STCK TRL IMPRVMNTS15-078	$84,792.74
	12372 BRYAN STCK TRL IMPRVMNTS15-078	$6,946.86
	Subtotal for Cost Center **Streets:**	**$91,739.60**
	Vendor Subtotal:	**$91,739.60**
COWDIN CLEANING	201261 SERVICE CENTER CUSTODIAL MAY	$816.00
	Subtotal for Cost Center **Buildings & Structures:**	**$816.00**
	Vendor Subtotal:	**$816.00**
DAN HART PATROL SERVICE, LLC	21871 BALEFILL CLOSURE - EARTHWORKS	$153,787.99
	21871 RETAINAGE 17-039	-$8,120.10
	21871-R RETAINAGE TO JT ACCT 17-039	$8,120.10
	Subtotal for Cost Center **Balefill:**	**$153,787.99**
	Vendor Subtotal:	**$153,787.99**

DAVE LODEN CONSTRUCTION	RIN0028646 REC CENTER ROOF REPAIRS	$320.00
	Subtotal for Cost Center **Buildings & Structures:**	**$320.00**
	Vendor Subtotal:	**$320.00**
DAVIDSON FIXED INCOME MGMT.	2018-5CASPER MANAGEMENT FEES	$3,836.69
	Subtotal for Cost Center **Finance:**	**$3,836.69**
	Vendor Subtotal:	**$3,836.69**
DELL MARKETING LP	10246022170 TECHNOLOGIES	$56.17
	Subtotal for Cost Center **City Attorney:**	**$56.17**
	10239897503 MICROSOFT SOFTWARE	$690.94
	Subtotal for Cost Center **Metro Animal:**	**$690.94**
	Vendor Subtotal:	**$747.11**
DELTA DENTAL PLAN OF WY.	RIN0028688 DENTAL INSURANCE	$37,599.35
	RIN0028672 DENTAL PREMIUM	$1,536.50
	Subtotal for Cost Center **Health Insurance:**	**$39,135.85**
	Vendor Subtotal:	**$39,135.85**
DPC INDUSTRIES, INC.	727000119-18 CHEMICAL NAHYPO	$6,957.18
	Subtotal for Cost Center **Water Treatment Plant:**	**$6,957.18**
	Vendor Subtotal:	**$6,957.18**
EDGE ENGINEERING GROUP LLC	1606-08 STORMWATER MANAGING	$200.00
	Subtotal for Cost Center **Streets:**	**$200.00**
	Vendor Subtotal:	**$200.00**
ENVIRONMENTAL & CIVIL SOLUTIONS, LLC	5399 DEQ PERMITTING/JIM EVANS TRUCK	$3,422.18
	Subtotal for Cost Center **Refuse Collection:**	**$3,422.18**
	5406 2018 ARTERIALS/COLLECTORS	$2,995.00
	Subtotal for Cost Center **Streets:**	**$2,995.00**

	Vendor Subtotal:	**$6,417.18**
EROSION CONTROL APPLICATIONS, INC.	1 BALEFILL CLOSURE - GEOSYNTHETI	$53,358.64
	1 RETAINAGE 17-039	-$3,166.26
	Subtotal for Cost Center **Balefill:**	**$50,192.38**
	Vendor Subtotal:	**$50,192.38**
FAMILY JOURNEY CENTER	132 FY18 1%#15 ONE CENT FUNDING	$1,672.99
	70291501 FY18 1%#15 ONE CENT FUNDING	$156.36
	612070 FY18 1%#15 ONE CENT FUNDING	$335.98
	315093 FY18 1%#15 ONE CENT FUNDING	$39.43
	Subtotal for Cost Center **One Cent #15:**	**$2,204.76**
	Vendor Subtotal:	**$2,204.76**
FIRST DATA MERCHANT SVCS CORP.	REMI1219056 CREDIT CARD FEES	$2,188.68
	Subtotal for Cost Center **Balefill:**	**$2,188.68**
	REMI1321568 CREDIT CARD FEES	$176.70
	Subtotal for Cost Center **Code Enforcement:**	**$176.70**
	REMI1321556 CC SERVICE CHARGES AT PRO SHOP	$1,436.85
	Subtotal for Cost Center **Golf Course:**	**$1,436.85**
	REMI1321557 CREDIT CARD SERVICES	$90.64
	Subtotal for Cost Center **Hogadon:**	**$90.64**
	REMI1219047 CREDIT CARD MACHINE FEE	$48.64
	Subtotal for Cost Center **Police:**	**$48.64**
	Vendor Subtotal:	**$3,941.51**
FIRST INTERSTATE BANK	RIN0028662 DEPOSIT BAGS	$187.00
	RIN0028685 MAY 2018 LOCKBOX FEES	$2,015.74
	RIN0028684 SERVICE CHARGES	$183.28
	Subtotal for Cost Center **Finance:**	**$2,386.02**
	Vendor Subtotal:	**$2,386.02**

GARY MARSH, INC.	389 CONTRACT PAYMENT FOR GOLF PRO	$15,773.40
	Subtotal for Cost Center **Golf Course:**	**$15,773.40**
	Vendor Subtotal:	**$15,773.40**
GEOSYNTEC CONSULTANTS INC	3318349 CRL ANNUAL MONITORING/REPORTIN	$1,401.67
	Subtotal for Cost Center **Balefill:**	**$1,401.67**
	Vendor Subtotal:	**$1,401.67**
GLOBAL SPECTRUM L.P.	0000757-IN MONTHLY FUNDING	$82,909.91
	0000758-IN 5 FINGER DEATH PUNCH TICKETS	$213,377.50
	0000751-IN ORDER CHARGES APRIL 2018	$4,242.50
	0000761-IN HS ART SYM - DEPOSIT	$500.00
	Subtotal for Cost Center **Casper Events Center:**	**$301,029.91**
	Vendor Subtotal:	**$301,029.91**
GOLKOWSKI, TERRY	0031054292 UTILITY REFUND	$14.32
	Subtotal for Cost Center **Water:**	**$14.32**
	Vendor Subtotal:	**$14.32**
GUDAHL WILLIAMS INVESTIGATIVE SECURITY INC.	250 Pre-Employment Poly Johnson	$200.00
	Subtotal for Cost Center **Fire:**	**$200.00**
	Vendor Subtotal:	**$200.00**
HACH CO., CORP.	10980339 LAB SUPPLIES	$566.99
	10983204 LAB SUPPLIES	$250.76
	Subtotal for Cost Center **Water Treatment Plant:**	**$817.75**
	Vendor Subtotal:	**$817.75**
HARRIS COMPUTER SYSTEMS INC.	CT036476 GEMS GEACON INTERFACE	$5,550.00
	Subtotal for Cost Center **Water:**	**$5,550.00**
	Vendor Subtotal:	**$5,550.00**

HEIN-BOND, LLC	18-031 DESIGN SERVICES - BALER BUILDI	$10,646.80
	Subtotal for Cost Center **Balefill:**	**$10,646.80**
	Vendor Subtotal:	**$10,646.80**
HIGH PLAINS CONSTRUCTION, INC.	RIN0028681 YMCA SITE IMPROVEMENTS BID PKG	$8,640.00
	Subtotal for Cost Center **City Manager:**	**$8,640.00**
	Vendor Subtotal:	**$8,640.00**
HOMAX OIL SALES, INC.	1003151-IN STOCK, 01/F1 UNL 6402 GAL	$14,512.69
	0408530-IN STOCK, 02/F2 DIESEL 5800 GAL	$16,102.52
	0412240-IN STOCK, DEF 550 GALLONS	$858.00
	0411156-IN STOCK, EP2 TRITON 220 MOLY	$311.42
	0410742-IN 151576 (GEN) FUEL, 750 GLLN	$2,266.58
	0410314-IN CSC GENERATOR FUEL, 800 GLN	$2,451.63
	0410992-IN STOCK, 01/F1 UNLEADED 8700 GAL	$21,157.53
	0410993-IN STOCK, 02/F2 DIESEL 7801 GAL	$23,558.88
	Subtotal for Cost Center **Fleet Maintenance:**	**$81,219.25**
	0411311-IN GAS AND DIESEL FOR GOLF COURSE	$2,908.12
	Subtotal for Cost Center **Golf Course:**	**$2,908.12**
	CL87706 MAY FUEL	$3,923.17
	Subtotal for Cost Center **Water:**	**$3,923.17**
	Vendor Subtotal:	**$88,050.54**
INBERG-MILLER ENGINEERS	19093CM01.14 CONST. TESTING 18-012	$1,283.50
	Subtotal for Cost Center **Parks:**	**$1,283.50**
	19093CM02.8 MAT. TESTING 15-69	$623.00
	Subtotal for Cost Center **Refuse Collection:**	**$623.00**
	19066CE04 COLUMBINE STREET IMPROVEMENTS	$9,018.83
	19066CE04A MAT. TESTING 17-003	$3,110.31
	Subtotal for Cost Center **Streets:**	**$12,129.14**
	Vendor Subtotal:	**$14,035.64**

INSTALLATION & SERVICE CO	RIN0028686 UTILITY REFUND	$85.00
	Subtotal for Cost Center **Water:**	**$85.00**
	Vendor Subtotal:	**$85.00**
ITC ELECTRICAL TECHNOLOGIES	18-1901101 Contract Payment	$620.00
	Subtotal for Cost Center **Fire:**	**$620.00**
	Vendor Subtotal:	**$620.00**
JEREMY EASTIN	02618B CLOTHING BALANCE REIMBURSE	$373.05
	Subtotal for Cost Center **Police:**	**$373.05**
	Vendor Subtotal:	**$373.05**
JOHN GALL	299859 TOOL ALLOWANCE FY18	$214.30
	Subtotal for Cost Center **Fleet Maintenance:**	**$214.30**
	Vendor Subtotal:	**$214.30**
JOHN HARVEY	20180512 IN HOUSE CONSULTING TRAINING	$2,000.00
	Subtotal for Cost Center **Police:**	**$2,000.00**
	20180513 IN HOUSE INTEL TRAINING	$6,185.81
	Subtotal for Cost Center **Police Grants:**	**$6,185.81**
	Vendor Subtotal:	**$8,185.81**
KIWANIS CLUB	119 ASSOCIATION DUES	$344.00
	Subtotal for Cost Center **City Attorney:**	**$344.00**
	Vendor Subtotal:	**$344.00**
KNIFE RIVER/JTL	169251 EXIT ROAD FILL	$1,379.05
	169115 EXIT ROAD FILL	$2,235.58
	169007 BASE ROAD REPAIR	$895.29
	169749 ROAD FILL	$1,081.48
	Subtotal for Cost Center **Balefill:**	**$5,591.40**

	RIN0028703 RETAINAGE 18-017	-$11,707.28
	Subtotal for Cost Center **Capital Projects:**	**-$11,707.28**
	169750 W BASE	$1,362.90
	Subtotal for Cost Center **Hogadon:**	**$1,362.90**
	RIN0028703 GOODSTEIN MILL & OVERLAY PROJ	$234,145.65
	169373 3/8" PLANT MIX	$279.00
	169489 1/2" PLANT MIX	$253.80
	170597 1/2" PLANT MIX	$253.80
	170737 1/2" PLANT MIX	$253.80
	169629 3/4" CRUSHED ROCK	$2,082.97
	169256 1/2" PLANT MIX	$109.08
	Subtotal for Cost Center **Streets:**	**$237,378.10**
	RIN0028705 2018 CPUT ASPHALT REPAIR	$16,590.14
	RIN0028705 RETAINAGE 18-001	-$1,659.01
	Subtotal for Cost Center **Water:**	**$14,931.13**
	Vendor Subtotal:	**$247,556.25**
KOBIE HOWELL	RIN0028659 CLASS TUITION/4 CREDIT HOURS	$453.60
	RIN0028659 BOOKS FOR ENGLISH & MATH CLASS	$213.45
	RIN0028659 CLASS TUITION/3 CREDIT HOURS	$302.40
	Subtotal for Cost Center **Refuse Collection:**	**$969.45**
	Vendor Subtotal:	**$969.45**
KRISTIN SVOBODA	RIN0028669 WORK PANT REIMBURSEMENT	$100.00
	Subtotal for Cost Center **Hogadon:**	**$100.00**
	Vendor Subtotal:	**$100.00**
LINCOLN NATL. LIFE INS. CO.	RIN00286889 BENEFITS PAYABLE-RETIREE LIFE	$266.57
	Subtotal for Cost Center **Health Insurance:**	**$266.57**
	Vendor Subtotal:	**$266.57**

LONG BUILDING TECHNOLOGIES	SRVCE0090443 FIRST FLOOR LIBRARY MOTOR	$1,590.95
	Subtotal for Cost Center **Water Treatment Plant:**	**$1,590.95**
	Vendor Subtotal:	**$1,590.95**
MCMURRY READY MIX CO.	226640 CONCRETE	$158.50
	Subtotal for Cost Center **Water:**	**$158.50**
	Vendor Subtotal:	**$158.50**
MIDLAND IMPLEMENT, INC.	943322001 ROUGH CUT MOWER W/ ATTACHMENTS	$47,543.00
	Subtotal for Cost Center **Golf Course:**	**$47,543.00**
	Vendor Subtotal:	**$47,543.00**
MILLS POLICE DEPT.	RIN0028692 SHARE OF SEIZURE 2017-0855	$975.00
	Subtotal for Cost Center **Police Grants:**	**$975.00**
	Vendor Subtotal:	**$975.00**
MOTOROLA SOLUTIONS	8230140984 MAIN AGREE	$5,926.67
	1187010681 MAIN AGREE	$5,926.67
	1187010677 MONTHLY MAIN	$5,926.67
	8230137463 MONTHLY MAIN	$5,926.67
	Subtotal for Cost Center **Communications Center:**	**$23,706.68**
	Vendor Subtotal:	**$23,706.68**
MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS	RIN0028690 ETHERNET ACCESS	$503.73
	Subtotal for Cost Center **Communications Center:**	**$503.73**
	AP00017906081818 METRO INTERNET SVS	$1,003.55
	Subtotal for Cost Center **Finance:**	**$1,003.55**
	Vendor Subtotal:	**$1,507.28**
MUNICIPAL CODE CORP.	00307435 MUNI CODE SUPP 66	$442.75
	Subtotal for Cost Center **City Attorney:**	**$442.75**

	00307435 MUNI CODE SUPP 66	$126.48
	Subtotal for Cost Center **City Manager:**	**$126.48**
	00307435 MUNI CODE SUPP 66	$63.24
	Subtotal for Cost Center **Engineering:**	**$63.24**
	00307435 MUNI CODE SUPP 66	$63.24
	Subtotal for Cost Center **Planning:**	**$63.24**
	00307435 MUNI CODE SUPP 66	$189.72
	Subtotal for Cost Center **Police:**	**$189.72**
	00307435 MUNI CODE SUPP 66	$63.24
	Subtotal for Cost Center **Refuse Collection:**	**$63.24**
	00307435 MUNI CODE SUPP 66	$63.24
	Subtotal for Cost Center **Water:**	**$63.24**
	Vendor Subtotal:	**$1,011.91**
NATIONAL BENEFIT SERVICES	649997 PLAN ADMIN FEES	$36.00
	650447 PLAN ADMIN FEES	$372.10
	Subtotal for Cost Center **Health Insurance:**	**$408.10**
	Vendor Subtotal:	**$408.10**
NATRONA COUNTY - SHERIFFS' OFFICE	3084 JUVENILE DETENTION APRIL 18	$7,500.00
	3063 JUVENILE DETENTION MARCH 18	$7,500.00
	3037 JUVENILE DETENTION FEB 18	$7,500.00
	3109 ADULT PRISONER CARE MARCH 18	$77,403.04
	Subtotal for Cost Center **Police:**	**$99,903.04**
	RIN0028691 SHARE OF SEIZURE 2017-0855	$975.00
	Subtotal for Cost Center **Police Grants:**	**$975.00**
	Vendor Subtotal:	**$100,878.04**
NATRONA COUNTY COMMISSIONERS	RIN0028651 DETENTION CENTER WATER SOFTNR	$10,120.00
	RIN0028652 HALL OF JUSTICE GENERATOR RENT	$2,200.00
	Subtotal for Cost Center **City Manager:**	**$12,320.00**
	Vendor Subtotal:	**$12,320.00**

NORTH PARK TRANSPORATION	08782641 EXHIBIT SHIPPING	$109.61
	Subtotal for Cost Center **Fort Caspar:**	**$109.61**
	Vendor Subtotal:	**$109.61**
ONE CALL OF WY.	48578 MAY18 LOCATE TICKETS	$391.23
	Subtotal for Cost Center **Sewer:**	**$391.23**
	48578 MAY18 LOCATE TICKETS	$478.17
	Subtotal for Cost Center **Water:**	**$478.17**
	Vendor Subtotal:	**$869.40**
PATRICIA HAYDEN	RIN0028687 UTILITY REFUND	$66.41
	Subtotal for Cost Center **Water:**	**$66.41**
	Vendor Subtotal:	**$66.41**
P-CARD VENDORS	00074741 HARBOR FREIGHT TOOLS 3 - Purch	$44.99
	00074752 MENARDS CASPER WY - Purchase	$154.90
	00074778 AMAZON MKTPLACE PMTS - Purchas	$279.98
	00074802 WAL-MART #1617 - Purchase	$23.24
	00074805 SUTHERLANDS 2219 - Purchase	$58.41
	00074840 HAWKINS INC - Purchase	$1,799.52
	00074857 MENARDS CASPER WY - Purchase	$24.75
	00074987 ARC SERVICES/TRAINING - Purcha	$684.00
	00075003 ARC SERVICES/TRAINING - Purcha	$210.00
	00074254 SHERWIN WILLIAMS 70343 - Purch	$411.61
	00074524 NORCO INC - Purchase	$260.71
	00074528 WM SUPERCENTER #3778 - Purchas	$205.84
	00074529 WAL-MART #1617 - Purchase	$14.80
	00074554 WAL-MART #3778 - Purchase	$74.06
	00074581 SAMS CLUB #6425 - Purchase	$310.16
	00074588 SAMSCLUB.COM - Purchase	$163.16
	00074596 BARGREEN WYOMING 25 - Purchase	$32.20
	00074634 ARC SERVICES/TRAINING - Purcha	$180.00
	00074883 AMAZON MKTPLACE PMTS - Purchas	$35.90
	00074883 AMAZON MKTPLACE PMTS - Purchas	$15.38
	00074572 BARGREEN WYOMING 25 - Purchase	$13.02
	00074960 COMTRONIX - Purchase	$165.00

00075004 STAPLES 00114181 - Purch	$9.90
00075043 AMAZON MKTPLACE PMTS - Credit	-$11.01
00075043 AMAZON MKTPLACE PMTS - Credit	-$4.59
Subtotal for Cost Center **Aquatics:**	**$5,155.93**
00074631 HARBOR FREIGHT TOOLS 3 - Purch	$50.92
00074675 MICHAELSFENCE&SUPPLYIN - Credi	-$3.35
00074683 AIRGAS CENTRAL - Purchase	$113.97
00074700 MENARDS CASPER WY - Purchase	$108.56
00074743 HARBOR FREIGHT TOOLS 3 - Purch	$39.96
00074749 BAILEYS ACE HDWE - Purchase	$62.38
00074755 WYOMING MACHINERY CO - Purchas	$7,606.16
00074781 WYOMING MACHINERY CO - Purchas	$4,872.18
00074784 BAILEYS ACE HDWE - Purchase	$53.57
00074794 HENSLEY BATTERY&ELEC - Purchas	$102.15
00074798 HOSE & RUBBER SUPPLY C - Purch	$11.45
00074811 BAILEYS ACE HDWE - Purchase	$31.07
00074815 BEARING BELTCHAIN00244 - Purch	$37.76
00074817 STAPLES 00114181 - Purch	$80.04
00074826 MICHAELSFENCE&SUPPLYIN - Purch	$96.48
00074830 WYOMING MACHINERY CO - Purchas	$86.52
00074837 BAILEYS ACE HDWE - Purchase	$80.74
00074845 HOSE & RUBBER SUPPLY C - Purch	$148.25
00074858 CENTURYLINK/SPEEDPAY - Purchas	$59.57
00074926 COCA COLA BOTTLING CO - Purcha	$14.70
00074939 WYOMING MACHINERY CO - Purchas	$1,228.79
00074944 VZWRLSS IVR VB - Purchase	$40.01
00074957 BEARING BELTCHAIN00244 - Purch	$260.73
00075057 ALSCO INC. - Purchase	$473.80
00075101 CPU IIT - Purchase	$2,709.60
00073948 MENARDS CASPER WY - Purchase	$164.64
00074218 THE HOME DEPOT #6001 - Purchas	$273.54
00074259 MENARDS CASPER WY - Purchase	$520.50
00074282 DOLLAR TREE - Purchase	$0.50
00074375 BAILEYS ACE HDWE - Purchase	$100.57
00074435 BRIDGER STEEL CASPER - Purch	$47.64
00074472 BAILEYS ACE HDWE - Purchase	$16.94
00074481 MICHAELSFENCE&SUPPLYIN - Purch	$201.63
00074493 BAILEYS ACE HDWE - Purchase	$42.79
00074494 MICHAELSFENCE&SUPPLYIN - Purch	$70.27
00074576 TRACTOR SUPPLY CO #199 - Purch	$33.09
00074592 HOSE & RUBBER SUPPLY C - Purch	$94.05
00074006 SIX ROBBLEES NO 19 - Purchase	$34.06
00074567 SIX ROBBLEES NO 19 - Credit	-$34.06
Subtotal for Cost Center **Balefill:**	**$19,932.17**

00074264 Prairie Pella Wyoming - Purcha	$1,001.13
00074622 DIAMOND VOGEL PAINT #7 - Purch	$201.18
00074630 SHERWIN WILLIAMS 70343 - Purch	$93.54
00074647 RMI WYOMING INC - Purchase	$242.00
00074654 SHERWIN WILLIAMS 70343 - Purch	$70.04
00074694 THE UPS STORE 2200 - Purchase	$21.98
00074699 DIAMOND VOGEL PAINT #7 - Purch	$354.54
00074715 SHERWIN WILLIAMS 70343 - Purch	$428.57
00074748 CASPER WINNELSON CO - Purchase	$34.37
00074751 SHERWIN WILLIAMS 70343 - Purch	$79.74
00074771 CASPER WINNELSON CO - Purchase	$203.10
00074775 BAILEYS ACE HDWE - Purchase	$7.98
00074786 DENNIS SUPPLY COMPANY - Purcha	$9.33
00074833 TRACTOR SUPPLY CO #199 - Purch	$239.98
00074839 DIAMOND VOGEL PAINT #7 - Purch	$15.86
00074846 DENNIS SUPPLY COMPANY - Purcha	$75.74
00074851 CASPER WINNELSON CO - Purchase	$37.13
00074861 BAR D SIGNS INC - Purchase	$117.15
00074896 SUTHERLANDS 2219 - Purchase	$4.23
00074897 CASPER WINNELSON CO - Purchase	$33.78
00075019 CASPER WINNELSON CO - Purchase	$29.37
00075022 CASPER WINNELSON CO - Purchase	$29.68
00075026 BLOEDORN LUMBER CASPER - Purch	$5.38
00075036 CASPER WINNELSON CO - Purchase	$2.24
00075057 ALSCO INC. - Purchase	$211.00
00075077 CRUM ELECTRIC SUPPLY C - Purch	$93.56
00075080 CASPER WINNELSON CO - Purchase	$5.95
00075116 DIAMOND VOGEL PAINT #7 - Purch	$13.47
00075119 CRUM ELECTRIC SUPPLY C - Purch	$107.85
00074489 GRAINGER - Purchase	$25.13
00074509 OREILLY AUTO #2746 - Purchase	$19.99
00074511 GRAINGER - Purchase	$9.19
00074513 GRAINGER - Purchase	$101.19
00074520 CASPER WINNELSON CO - Purchase	$168.73
00074544 DIAMOND VOGEL PAINT #7 - Purch	$1,095.60
00074552 BAILEYS ACE HDWE - Purchase	$4.59
00074561 BAILEYS ACE HDWE - Purchase	$33.97
00074580 SUTHERLANDS 2219 - Purchase	$6.99
00074590 DENNIS SUPPLY COMPANY - Purcha	$142.67
00074595 BLOEDORN LUMBER CASPER - Purch	$13.47
00074602 SHERWIN WILLIAMS 70343 - Purch	$55.84
00074603 GRAINGER - Purchase	$116.44
00074620 CASPER WINNELSON CO - Purchase	$79.07
00072636 MENARDS CASPER WY - Purchase	$317.63

00074378 SHERWIN WILLIAMS 70343 - Purch	$50.27
00074381 DENNIS SUPPLY COMPANY - Purcha	$8.21
00074389 BARGREEN WYOMING 25 - Purchase	$17.55
00074402 MENARDS CASPER WY - Purchase	$84.98
00074414 SHERWIN WILLIAMS 70343 - Purch	$56.62
00074415 MENARDS CASPER WY - Credit	-$317.63
00074434 DIAMOND VOGEL PAINT #7 - Purch	$1,756.62
00074448 DIAMOND VOGEL PAINT #7 - Purch	$11.50
00074468 PURVIS INDUSTRIES 67 - Purchas	$58.30
00074469 TETON STEEL - Purchase	$113.90
Subtotal for Cost Center **Buildings & Structures:**	**$7,800.69**
00074807 ALPINE MOTOR SPORTS - Purchase	$99.98
00074668 CPS DISTRIBUTORS INC C - Purch	$12.85
00074887 AFFORDABLE FUNERAL SUP - Purch	$884.87
Subtotal for Cost Center **Cemetery:**	**$997.70**
00074932 USPS PO 5715580945 - Purchase	$4.52
00074177 Line Item Summary	$2,087.85
Subtotal for Cost Center **City Attorney:**	**$2,092.37**
00073570 INTERNATIONAL INSTITUT - Purch	$200.00
00074487 CASPER STAR TRIBUNE - Purchase	$84.84
Subtotal for Cost Center **City Clerk:**	**$284.84**
00073709 CASPER AREA CHAMBER - Purchase	$25.00
00074533 ATLAS OFFICE PRODUCTS - Purcha	$13.32
00074706 WY ASSN OF MUNICIPA - Purchase	$225.00
00074809 MOUNTAIN WEST TECH - Purchase	$12.00
00074744 STAPLES 00114181 - Purch	$10.49
00075060 STAPLES 00114181 - Credi	-$10.49
Subtotal for Cost Center **City Manager:**	**$275.32**
00074762 VZWRLSS MY VZ VB P - Purchase	$45.00
00072443 SQU SQ WYOMING CHAPTE - Purch	$240.00
00074761 VZWRLSS IVR VB - Purchase	$120.03
Subtotal for Cost Center **Code Enforcement:**	**$405.03**
00074760 GUS GLOBALSTAR USA - Purchase	$176.99
00074774 CHARTER COMM - Purchase	$79.88
00074777 AT&T 0512212711001 - Purcha	$66.99
00074482 INT IN POWDER RIVER S - Purch	$72.50
00074789 DTV DIRECTV SERVICE - Purchase	$84.99
00074808 VZWRLSS IVR VB - Purchase	$123.46
00074904 SQ SQ MY EDUCATIONAL - Purch	$44.00

00073998 PARTY AMERICA CASPER # - Purch	$2.50
Subtotal for Cost Center **Communications Center:**	**$651.31**
00073436 HOBBY-LOBBY #0233 - Purchase	$32.99
00073629 CASPER STAR TRIBUNE - Purchase	$1,198.60
00073682 CASPER STAR TRIBUNE - Purchase	$1,047.40
00073752 NATIONAL LEAGUE OF CIT	$4,467.00
00073794 HOBBY-LOBBY #0233 - Credit	-$32.99
00073831 ATLAS OFFICE PRODUCTS - Purcha	$41.14
00074533 ATLAS OFFICE PRODUCTS - Purcha	$11.90
00074608 CASPER STAR TRIBUNE - Purchase	$643.20
00074628 CASPER STAR TRIBUNE - Purchase	$112.08
00074687 AUDIE JEANS PHOTOGR - Purchase	$430.00
00074706 WY ASSN OF MUNICIPA - Purchase	$225.00
00074773 VZWRLSS MY VZ VB P - Purchase	$258.65
00075076 CASPER STAR TRIBUNE - Purchase	$924.00
00074648 ATLAS OFFICE PRODUCTS - Purcha	$12.49
Subtotal for Cost Center **Council:**	**$9,371.46**
00074762 VZWRLSS MY VZ VB P - Purchase	$22.50
00074525 AMAZON.COM AMZN.COM/BI - Purch	$99.00
00073427 ATLAS OFFICE PRODUCTS - Purcha	$179.98
00073760 ATLAS OFFICE PRODUCTS - Purcha	$240.52
00073942 ATLAS OFFICE PRODUCTS - Purcha	$29.08
00074297 ATLAS OFFICE PRODUCTS - Purcha	$26.59
00074446 ATLAS OFFICE PRODUCTS - Purcha	$241.02
00074766 INTUIT IN PEDENS INC - Purch	$1,315.00
00074868 ITRON INC - Purchase	$2,525.88
Subtotal for Cost Center **Finance:**	**$4,679.57**
00073677 KV DAVIS COUNSELING LL - Purch	$105.00
00073921 EXXONMOBIL 47626544 - Purch	$32.34
00073986 WESTERN MEDICAL ASSOCI - Purch	$720.00
00074062 AUTOZONE #1293 - Purchase	$8.00
00074112 THE HOME DEPOT #6001 - Purchas	$10.97
00074139 ADVANCE AUTO PARTS #74 - Purch	$21.99
00074161 EXXONMOBIL 47626544 - Purch	$53.75
00074168 AMAZON MKTPLACE PMTS W - Purch	$19.90
00074194 AMAZON MKTPLACE PMTS W - Purch	$313.99
00074213 THE HOME DEPOT #6001 - Purchas	$179.00
00074214 AMAZON MKTPLACE PMTS - Purchas	$18.60
00074507 FEDEXOFFICE 00009423 - Purch	$151.08
00074624 MERBACK AWARDS COMPANY - Purch	$27.90
00074632 HOSE & RUBBER SUPPLY C - Purch	$59.87
00074633 MENARDS CASPER WY - Purchase	$29.64

00074739 EXXONMOBIL 47626544 - Purch	$9.18
00074740 WAL-MART #3778 - Purchase	$9.39
00074893 SQ SQ MY EDUCATIONAL - Purch	$362.00
00074901 INT'L CODE COUNCIL INC - Purch	$47.95
00074908 VZWRLSS MY VZ VB P - Purchase	$1,903.16
00074913 COMMUNICATION TECHNOLO - Purch	$309.00
00074917 LN CURTIS - Purchase	$834.24
00074962 LN CURTIS - Purchase	$414.00
00074977 VZWRLSS MY VZ VB P - Purchase	$120.03
00074995 LN CURTIS - Purchase	$537.00
00075002 LN CURTIS - Purchase	$542.42
00073497 HARRAH'S N KANSAS CITY - Purch	$219.33
00073513 INTUIT IN PEDENS INC - Purch	$308.00
00074280 EXXONMOBIL 47626544 - Purch	$48.59
00074362 CULVER'S #183 - Purchase	$6.76
00074374 WM SUPERCENTER #1543 - Purchas	$7.35
00074398 WM SUPERCENTER #1543 - Purchas	$7.35
00074417 EXXONMOBIL 47626544 - Purch	$87.34
00074440 KUM & GO #961 - Purchase	$8.49
00074444 FIRE PROTECTION PUB WE - Purch	$345.50
00074454 HAMPTON INN SPEARFISH - Purcha	$206.74
00074571 INT'L CODE COUNCIL INC - Purch	$190.00
00074586 ENTENMANN-ROVIN COMPAN - Purch	$721.25
00074587 BARGREEN WYOMING 25 - Purchase	$645.64
00074607 AIR SOLUTIONS INC - Purchase	$1,068.20
00074613 SONNYS RV SALES - Purchase	$15.19
00074615 SQU SQ THE FLOUR BIN - Purcha	$18.00
00074640 LN CURTIS - Purchase	$395.00
00074650 LN CURTIS - Purchase	$160.84
00074661 FEDEX 781129746462 - Purchase	$60.29
00074665 SAMSCLUB #6425 - Credit	-$34.18
00074673 SAMSCLUB #6425 - Purchase	$1,030.05
00074676 ALBERTSONS #0062 - Purchase	$8.99
00074688 ALBERTSONS #0060 - Purchase	$35.76
00074698 WM SUPERCENTER #1617 - Purchas	$96.51
00074707 EXXONMOBIL 47626544 - Purch	$60.45
00074708 EXXONMOBIL 47626544 - Purch	$44.65
00074719 4IMPRINT - Purchase	$238.30
00074730 NORCO INC - Purchase	$998.01
00074736 ARCHITECTURALGLAZINGCO - Purch	$18.02
Subtotal for Cost Center **Fire:**	**$13,856.82**
00074112 THE HOME DEPOT #6001 - Purchas	$1,099.00
Subtotal for Cost Center **Fire Equipment:**	**$1,099.00**

00073890 HONNEN EQUIPMENT 04 - Purchase	$87.86
00073971 INT IN ON THE HOOK LL - Purch	$175.00
00074005 STOTZ EQUIP-CASPER- - Purchase	$26.32
00074232 STOTZ EQUIP-CASPER- MOWER BLAD	$152.82
00074253 S&S CASPER- PARTS - Credit	-$675.05
00074623 CASPER TIRE 0000705 - Purchase	$25.00
00074627 VCN WYDOTIFTAIRP - Purchase	$18.50
00074643 CASPER TIRE 0000705 - Purchase	$20.00
00074656 STOTZ EQUIP-CASPER- - Purchase	$1.86
00074660 STOTZ EQUIP-CASPER- - Purchase	$241.59
00074669 ADVANCED HYDRAULIC & M - OUTSI	$287.89
00074671 GRAINGER - Purchase	$10.41
00074762 VZWRLSS MY VZ VB P - Purchase	$22.50
00074682 CASPER TIRE 0000705 - Purchase	$15.00
00074696 CASPER TIRE 0000705 - OUSIDE S	$15.00
00074701 HOSE & RUBBER SUPPLY C - Purch	$5.54
00074716 GREINER FORD LINCOLN O - Credi	-$150.00
00074724 HOSE & RUBBER SUPPLY C - Purch	$22.49
00074804 ALLDATA CORP #8601 - Purchase	$1,500.00
00074925 GREINER FORD LINCOLN O - HOSE	$56.63
00075024 GREINER FORD LINCOLN O - STOCK	$102.24
00075091 GREINER FORD LINCOLN O - Purch	$1,790.84
00075145 GREINER FORD LINCOLN O - COIL	$57.57
00075164 GREINER FORD LINCOLN O - STOCK	$185.64
00073508 E&F HOLDING CO. - Purchase	$323.00
00074053 INT IN NUTECH SPECIAL - Purch	$969.60
00074053 INT IN NUTECH SPECIAL - Purch	$185.50
00074357 VCN NATRONACOTITLESCTR - Purch	$32.50
00074361 DECKER AUTO GLASS - Purchase	$261.03
00074451 REAR VIEW SAFETY - Purchase	$349.98
00074548 CAPITAL BUSINESS SYSTE - Purch	$34.00
00074584 AMERI-TECH EQUIPMENT C - Purch	$212.44
00074604 CASPER TIRE 0000705 - Purchase	$25.00
00074612 ATLAS OFFICE PRODUCTS - Purcha	$36.19
00074275 VOGEL TRAFFIC SERVICES - SHROU	$769.69
00074300 GREINER FORD LINCOLN O - Purch	$108.77
00074305 STOTZ EQUIP-CASPER- - Purchase	$30.44
00074307 CMI-TECO - Purchase	$5,613.60
00074318 DRIVE TRAIN CASPER - QUICK LIN	$42.77
00074320 HONNEN EQUIPMENT 04 - Purchase	$1,330.69
00074329 CMI-TECO - Purchase	$372.42
00074330 JACKS TRUCK AND EQUIPM - Purch	$141.36
00074331 CASPER TIRE 0000705 - Purchase	$15.00
00074337 DAVEY COACH SALES - RELAY BOAR	$281.25
00074345 HOSE & RUBBER SUPPLY C - AIR C	$14.81

00074348 GREINER FORD LINCOLN O - Purch	$100.00
00074354 HONNEN EQUIPMENT 04 - OIL LINE	$339.78
00074369 BAILEYS ACE HDWE - Purchase	$5.59
00074370 ALPINE MOTOR SPORTS - Purchase	$243.90
00074376 CASPER TIRE 0000705 - Purchase	$61.00
00074379 COM TECH-REPAIRS	$51.50
00074379 COMMUNICATION TECHNOLO - REPAI	$51.50
00074379 COM TECH-INSTALL	$500.00
00074382 JACKS TRUCK AND EQUIPM - Purch	$44.79
00074391 GREINER FORD LINCOLN O - KIT	$64.55
00074401 HOSE & RUBBER SUPPLY C - Purch	$9.76
00074407 STOTZ EQUIP-CASPER- - Purchase	$67.68
00074413 HONNEN EQUIPMENT 04 - Purchase	$7,875.85
00074422 HENSLEY BATTERY&ELEC -BATTERY	$79.70
00074424 STOTZ EQUIP-CASPER- - Purchase	$28.95
00074426 CASPER TIRE 0000705 - Purchase	$116.00
00074432 BAILEYS ACE HDWE - Purchase	$13.98
00074437 ALBERTSONS #0062 - Purchase	$9.90
00074442 MIDLAND IMPLEMENT CO - Purchas	$573.93
00074452 FEDEX FREIGHT INC - Purchase	$122.91
00074462 GREINER FORD LINCOLN O - Purch	$151.77
00074470 WYOMING MACHINERY CO - Purchas	$465.12
00074474 GOODYEAR COMMERCIAL TI - Purch	$6,519.04
00074477 AMERI-TECH EQUIPMENT C - Purch	$585.32
00074479 GREINER FORD LINCOLN O - Purch	$127.10
00074491 GREINER FORD LINCOLN O - Purch	$50.59
00074496 SEWER EQUIPMENT - Credit	-$353.77
00074500 STOTZ EQUIP-CASPER- - Purchase	$57.70
00074506 BEARING BELTCHAIN00244 - Purch	$1,813.29
00074517 CASPER TIRE 0000705 - Purchase	$80.00
00074530 GOODYEAR COMMERCIAL TI - Purch	$858.00
00074543 GOODYEAR COMMERCIAL TI - 24 x	$654.64
00074556 CMI-TECO - COOLANT PIPE	$1,368.88
00074566 INLAND TRUCK PARTS - SPRING	$995.50
00074577 HENSLEY BATTERY&ELEC - Purchas	$58.58
00074579 INLAND TRUCK PARTS - STOCK	$1,165.02
00074598 TITAN MACHINERY - GILL - FUSE	$275.16
00074599 AIRGAS CENTRAL - Purchase	$9.70
00074618 INTERSTATE ALL BATTERY - DEEP	$891.80
00074636 GOODYEAR COMMERCIAL TI - 245/7	$621.40
00074652 GOODYEAR COMMERCIAL TI - 11R22	$1,418.50
00074664 STOTZ EQUIP-CASPER- - PTO SWIT	$33.81
00074672 DRIVE TRAIN CASPER - WIPERS	$293.25
00074693 DRIVE TRAIN CASPER - QUICK LOC	$70.40
00074733 ALPINE MOTOR SPORTS - EXHAUST	$169.31

00074734 GREINER FORD LINCOLN O - TOOL	$37.72
Subtotal for Cost Center **Fleet Maintenance:**	**$43,924.79**
00075007 ATLAS OFFICE PRODUCTS - Purcha	$24.08
00074464 CRUM ELECTRIC SUPPLY C - Purch	$66.90
00074499 COMTRONIX - Purchase	$153.42
00074638 WM SUPERCENTER #3778 - Purchas	$14.22
00074653 ATLAS OFFICE PRODUCTS - Purcha	$123.75
00074735 SUTHERLANDS 2219 - Purchase	$18.99
00074950 INTUIT PAYME IN ENTOO - Purch	$695.75
00074969 COMTRONIX - Purchase	$230.47
Subtotal for Cost Center **Fort Caspar:**	**$1,327.58**
00074327 TY INC - Credit	-$36.06
00074816 C&J SAYLES INC - Purchase	$289.82
00073762 TY INC - Purchase	$40.07
00074611 SQU SQ CASPER GLASS, - Purcha	$55.65
Subtotal for Cost Center **General:**	**$349.48**
00074849 FACEBK 3QMJTFJJH2 - Purchase	$24.34
00074894 FACEBK CQMJTFJJH2 - Purchase	$3.50
00074366 GALLES GREENHOUSE & HE - Purch	$143.90
00074747 MOUNTAIN WEST TECH - Purchase	$49.95
00074793 GOLF SPORT SOLUTIONS L - Purch	$3,298.32
Subtotal for Cost Center **Golf Course:**	**$3,520.01**
00073427 ATLAS OFFICE PRODUCTS - Purcha	$81.24
00073760 ATLAS OFFICE PRODUCTS - Purcha	$22.41
Subtotal for Cost Center **Health Insurance:**	**$103.65**
00074759 CASPER WINNELSON CO - Purchase	$132.96
00074821 NORCO INC - Purchase	$110.70
00074873 THE HOME DEPOT #6001 - Purchas	$69.96
00074130 SUMMIT ELECTRIC, INC. - Purcha	$1,626.71
00074271 WW GRAINGER - Credit	-$19.14
00074601 PAWNEE BUTTES SEED INC - Purch	$1,099.76
00074782 GEOTEC INDUSTRIAL SUPP - Purch	$737.50
Subtotal for Cost Center **Hogadon:**	**$3,758.45**
00073860 STAND UP DESK STORE - Purchase	$269.00
00075016 DOLLAR TREE - Purchase	$25.00
00073427 ATLAS OFFICE PRODUCTS - Purcha	$81.24
00073760 ATLAS OFFICE PRODUCTS - Purcha	$22.41
00073962 ALBERTSONS #0062 - Purchase	$50.32
Subtotal for Cost Center **Human Resources:**	**$447.97**

00074763 STAPLES 00114181 - Purch	$18.99
00074872 ALPINE MOTOR SPORTS - Purchase	$115.00
00074914 ALBERTSONS #0062 - Purchase	$16.98
00075030 SNOW CREST CHEMICALS - Purchas	$360.00
00074516 AMERIGAS PRODUCT - Purchas	$118.08
00074610 AMAZON.COM AMZN.COM/BI - Purch	$79.96
00074642 BAILEYS ACE HDWE - Purchase	$19.98
00074666 BAILEYS ACE HDWE - Purchase	$59.99
00074727 HOWIES HOCKEY INC - Purchase	$115.54
00074825 TRACTOR SUPPLY CO #199 - Purch	$87.28
00074883 AMAZON MKTPLACE PMTS - Purchas	$30.76
00074502 CASPER RECREATIONAL LE - Purch	$150.00
00074512 WEAR PARTS INC - Purchase	$34.00
00074536 HOBBY-LOBBY #0233 - Purchase	$17.94
00074537 CITY TREASURER - Purchase	$100.00
00074960 COMTRONIX - Purchase	$108.00
00075043 AMAZON MKTPLACE PMTS - Credit	-$9.17
Subtotal for Cost Center **Ice Arena:**	**$1,423.33**
00074367 ATLAS OFFICE PRODUCTS - Purcha	$22.55
00074503 SAMSCLUB #6425 - Purchase	$51.88
Subtotal for Cost Center **Information Services:**	**$74.43**
00074209 OTC BRANDS, INC. - Purchase	$174.87
00074221 WM SUPERCENTER #1617 - Purchas	$19.92
00074436 GALLS - Purchase	$279.23
00074594 GALLS - Purchase	$134.36
00074663 NORCO INC - Purchase	$283.06
00074909 VZWRLSS APOCC VISB - Purchase	$621.35
00075084 AMERICANFLAGSCOM AMERI - Purch	$210.31
00075067 HOBBY-LOBBY #0233 - Purchase	$197.36
00075142 VISTAPR VistaPrint.com - Purch	$233.47
00074283 OTC BRANDS, INC. - Purchase	$223.90
00074535 SIGNS.COM - Purchase	$277.78
00074600 CHEWY.COM - Purchase	$125.98
00074617 CUSTOMINK LLC - Purchase	$354.96
00074619 CHEWY.COM - Purchase	$120.74
00074635 CPU IIT - Purchase	$190.00
00074649 CHEWY.COM - Purchase	$79.98
00074684 OTC BRANDS, INC. - Purchase	$23.95
Subtotal for Cost Center **Metro Animal:**	**$3,551.22**
00075054 RICOH USA, INC - Purchase	$168.13
00075054 RICOH USA, INC - Purchase	$17.67

Subtotal for Cost Center **Metropolitan Planning:**	**$185.80**
00074145 THE INN AT LANDER - Purchase	$186.00
00074164 THE INN AT LANDER - Purchase	$186.00
00074166 THE INN AT LANDER - Purchase	$206.00
Subtotal for Cost Center **Municipal Court:**	**$578.00**
00073558 CPS DISTRIBUTORS INC C - Purch	$238.11
00073738 CPS DISTRIBUTORS INC C - Purch	$60.29
00073757 BAILEYS ACE HDWE - Purchase	$50.46
00073819 MENARDS CASPER WY - Purchase	$118.83
00073845 CASPER CONTRACTORS SUP - Purch	$34.38
00073850 CPS DISTRIBUTORS INC C - Purch	$107.06
00074118 BAILEYS ACE HDWE - Purchase	$5.99
00074158 WYOMING RENTS LLC - Purchase	$38.50
00074268 BAILEYS ACE HDWE - Purchase	$29.94
00074332 CRUM ELECTRIC SUPPLY C - Purch	$1,210.24
00074553 CRESCENT ELECTRIC 103 - Purcha	$39.35
00074563 CRUM ELECTRIC SUPPLY C - Purch	$33.63
00074573 CRUM ELECTRIC SUPPLY C - Purch	$70.86
00074762 VZWRLSS MY VZ VB P - Purchase	$146.30
00074772 CPS DISTRIBUTORS INC C - Purch	$38.21
00074791 GALLES GREENHOUSE & HE - Purch	$33.99
00074885 JOHNNY APPLESEED, INC. - Purch	$108.00
00074973 WATERWORKS IND 2697 - Purchase	$121.81
00074855 RMI WYOMING INC - Purchase	$393.00
00073604 VERMEER SALES & SERVIC - Purch	$376.39
00073746 VERMEER SALES & SVCS O - Purch	$203.36
00073823 GEOTEC INDUSTRIAL SUPP - Purch	$170.00
00073836 NOLAND FEED - Purchase	$150.00
00073939 71 SOIL AND STONE - Purchase	$160.64
00074033 THE HOME DEPOT #6001 - Purchas	$39.96
00074217 CASPER CONTRACTORS SUP - Purch	$38.16
00074299 71 SOIL AND STONE - Purchase	$39.14
00074310 BLOEDORN LUMBER CASPER - Purch	$20.28
00074335 BAILEYS ACE HDWE - Purchase	$32.99
00074453 BAILEYS ACE HDWE - Purchase	$30.44
00074480 BAILEYS ACE HDWE - Purchase	$7.99
00074495 GALLES GREENHOUSE & HE - Purch	$297.31
00074498 GAMETIME - Purchase	$131.59
00074515 BLOEDORN LUMBER CASPER - Purch	$20.28
00074531 BAILEYS ACE HDWE - Purchase	$9.97
00074558 CASPER CONTRACTORS SUP - Purch	$142.52
00074564 JOHNNY APPLESEED, INC. - Purch	$827.00
00074609 INT IN WYOMING PLANT - Purcha	$183.60

00074621 THE HOME DEPOT #6001 - Purchas	$65.85
00074659 KISTLER TENT AND AWNIN - Purch	$196.00
00074670 SQU SQ WYATT ELECTRIC - Purch	$162.80
00074705 THE HOME DEPOT #6001 - Purchas	$23.94
00074753 JOHNNY APPLESEED, INC. - Purch	$1,712.00
00074779 ULINE SHIP SUPPLIES - Purcha	$126.40
00074785 CPS DISTRIBUTORS INC C - Purch	$129.14
00074810 GALLES GREENHOUSE & HE - Purch	$541.88
Subtotal for Cost Center **Parks:**	**$8,718.58**
00074591 CASPER STAR TRIBUNE - Purchase	$41.28
Subtotal for Cost Center **Planning:**	**$41.28**
00074097 THE HOME DEPOT #6001 - Purchas	$43.02
00074562 TITAN TRUSS - Purchase	$671.53
00071742 SQ SQ GASTROHUB - Purcha	$13.80
00072040 BUDGET RENT-A-CAR - Purchase	$1,214.34
00072360 EXXONMOBIL 48064851 - Purch	$35.00
00072723 BUDGET RENT-A-CAR - Purchase	$647.51
00073173 UBER TRIP L35JB - Purchase	$11.37
00073209 BEST WESTERN INN AND S - Purch	$101.37
00073681 TARGET 00001644 - Purch	$34.64
00073775 LOAF N JUG #0105 Q81 - Purch	$8.00
00073925 SOU PARKING METERS - Purchase	$5.50
00074035 SOU PARKING METERS - Purchase	$10.00
00074338 KNIFE RIVER 5701 - Purchase	$1,201.85
00074575 STAPLES 00114181 - Purch	$132.95
00074710 APPLEBEES NEIG98287121 - Purch	$15.00
00074750 SP 1890 INC - Purchase	$540.00
00074769 RICOH USA, INC - Purchase	$1,159.06
00074776 WM SUPERCENTER #3778 - Purchas	$13.08
00074050 ASHLAND HILLS HOTEL - Purchase	$33.60
00074078 SOU PARKING METERS - Purchase	$10.00
00074079 WM SUPERCENTER #1617 - Purchas	$20.87
00074095 CITY WOK - Purchase	$16.19
00074108 SKY HOUSE BAR & GRILL - Purcha	$15.95
00074113 ASHLAND HILLS FOOD M - Purchas	$16.41
00074138 DIAMOND HORSESHOE REST - Purch	$12.30
00074140 OUTBACK STEAKHOUSE - 5 - Purch	$19.29
00074157 CHEYENNE LITTLE AMER - Purchas	$35.11
00074159 DIAMOND HORSESHOE REST - Purch	$12.00
00074179 CHEYENNE LITTLE AM F&B - Purch	$16.60
00074205 CHEYENNE LITTLE AM F&B - Purch	$14.00
00074211 CHEYENNE LITTLE AMER - Purchas	$31.52
00074237 CHILI'S #912 - Purchase	$25.65

00074243 CHEYENNE LITTLE AM F&B - Purch	$4.00
00074247 CHEYENNE LITTLE AM F&B - Purch	$16.60
00074284 CHILI'S #912 - Purchase	$22.68
00074295 SILVER MINE SUBS - Purchase	$19.07
00074296 UBER TRIP L35JB - Credit	-$11.37
00074301 OUTBACK STEAKHOUSE - 5 - Purch	$20.14
00074302 CHEYENNE LITTLE AM F&B - Purch	$15.60
00074324 CHEYENNE LITTLE AMER - Purchas	$41.35
00074326 CHEYENNE LITTLE AMER - Purchas	$44.54
00074342 OUTBACK STEAKHOUSE - 5 - Purch	$25.48
00074347 GOOD FRIEND RESTAURANT - Purch	$21.84
00074355 WHEATLAND TRAVEL CEN - Purchas	$24.75
00074363 GOOD FRIEND RESTAURANT - Purch	$15.25
00074377 CHEYENNE LITTLE AM F&B - Purch	$15.59
00074384 CHEYENNE LITTLE AMER - Purchas	$28.43
00074385 CHEYENNE LITTLE AMERIC - Purch	$465.00
00074392 SAMS CLUB #6425 - Purchase	$250.39
00074393 CHEYENNE LITTLE AMERIC - Purch	$465.00
00074400 CHEYENNE LITTLE AMER - Purchas	$25.63
00074421 CHEYENNE LITTLE AM F&B - Purch	$6.00
00074441 LOAF N JUG #0119 Q81 - Purch	$27.63
00074450 PAYPAL DESIGNERDAR - Purchase	$150.00
00074457 LA COCINA - Purchase	$81.49
00074497 SOURCE OFFICE - VITAL - Purcha	$451.64
00074570 CPU IIT - Purchase	$29.99
00074597 WESTERN WYOMING LOCK & - Purch	$55.00
00074639 MCDONALD'S F35665 - Purchase	$19.45
00074658 BIG D #27 - Purchase	$10.01
00074726 RESIDENCE INN CASPER - Purchas	$207.99
00072739 NOLAND FEED - Purchase	$75.20
00072962 BUDGET.COM PREPAY RESE - Purch	$151.51
00073146 UBER TRIP L35JB - Purchase	$5.00
00073152 BEST WESTERN INN AND S - Purch	$101.37
00074713 BURGER KING #13239 Q07 - Purch	$6.81
00074728 MILLER S ALE HOUSE 008 - Purch	$9.00
00074795 CASPER STAR TRIBUNE - Purchase	$46.56
00074801 EXPERIAN EXP PAY CC - Purchase	$147.45
00074803 INTUIT IN PEDENS INC - Purch	$274.05
00074814 FEDEX 98398421 - Purchase	$23.82
00074818 WAL-MART #1617 - Purchase	$29.98
00074831 DELTA 00623277240832 - Pur	$353.30
00074832 E&F HOLDING CO. - Purchase	$300.00
00074834 SPORTSMANS WAREHOUSE 1 - Purch	$239.97
00074848 HOTELS.COM148598926310 - Purch	$294.70
00074852 VCN NATRONAREALESTATEC - Purch	$20.50

00074856 UNITED 01624014786085 - Pur	$319.80
00074859 HOTELS.COM148592313089 - Purch	$340.13
00074863 HOTELS.COM148596788559 - Purch	$316.39
00074870 BUDGET.COM PREPAY RESE - Purch	$200.65
00074874 HOTELS.COM148589150564 - Purch	$248.92
00074875 HOTELS.COM148596248962 - Purch	$163.35
00074876 AVIATOR'S BBQ - Purchase	$56.44
00074884 SOURCE OFFICE - VITAL - Purcha	$802.28
00074888 HOTELS.COM148600898435 - Purch	$345.59
00074889 HOTELS.COM148587914680 - Purch	$124.59
00074890 HOTELS.COM148595764591 - Purch	$437.72
00074899 HOTELS.COM148595243837 - Purch	$289.06
00074902 UNITED 01624014788841 - Pur	$142.80
00074903 WARDROBE CLEANERS - Purchase	$42.90
00074911 THE BACK DOOR - Purchase	$28.91
00074923 MOUNTAIN STATES LITHOG - Purch	$690.30
00074927 UNITED 01626009319200 - Pur	$25.00
00074928 UNITED 01624016103183 - Pur	$713.80
00074930 PP The Bon Agency Insu - Purch	$51.63
00074936 UNITED 01629232941604 - Pur	$89.00
00074940 AMERICAN 00171508475950 - Pur	$416.70
00074941 WAGNERS PHARMACY INC - Purchas	$13.70
00074942 OFFICESUPERSAVERS.COM - Purcha	$594.79
00074952 UNITED 01624016305881 - Pur	$1,419.20
00074961 DELTA 00671508001205 - Pur	$636.10
00074964 R & R REST STOPS - Purchase	$138.92
00074972 UNITED 01624015749425 - Pur	$1,101.10
00074983 PANERA BREAD #601111 - Purchas	$20.50
00074997 MOMMA'S MUSTARD, P - Purchase	$43.92
00075000 HOLIDAY INN FAIR AND E - Purch	$10.55
00075005 KROGER FUEL #8752 - Purchase	$9.81
00075008 WOODY CREEK BAKERY & C - Purch	$16.03
00074475 TIMBERLINE STEAKS & GR - Purch	$20.00
00074476 SUBWAY 03116324 - Purch	$28.73
00074508 BURGER KING #13239 Q07 - Purch	$8.83
00074519 CARRABBAS 6030 - Purchase	$32.00
00074532 COPS PLUS, INC - Purchase	$33.99
00074549 DOUBLETREE ORLANDO F&B - Purch	$26.89
00074574 THREE BROOMSTI00901348 - Purch	$17.03
00074582 GOLDEN CORRAL 2482 - Purchase	$9.10
00074626 The Toothsome 00107623 - Purch	$15.00
00074641 EMERILS OF ORLANDO INC - Purch	$34.00
00074686 SQU SQ MATEOS ASGEDOM - Purch	$68.91
00074691 The Toothsome 00107623 - Purch	$11.19
00074703 Vivo 00104315 - Purch	$42.00

00074172 SAMSCLUB #6425 - Purchase	$154.92
00074195 SAMS CLUB #6425 - Purchase	$37.96
00074387 BIG D #27 - Purchase	$33.51
00074449 CORNER STORE 4146 - Purchase	$25.40
00074455 MILLER S ALE HOUSE 008 - Purch	$16.00
00074456 DOUBLETREE ORLANDO F&B - Purch	$11.72
00074467 INT IN POWDER RIVER S - Purch	$282.00
00074473 QUICK CAB - Purchase	$54.00
00074116 AMAZON.COM AMZN.COM/BI - Purch	$29.39
00074146 DIAMOND HORSESHOE REST - Purch	$29.10
Subtotal for Cost Center **Police:**	**$21,638.15**
00074746 INT IN ADBAY.COM, INC - Purch	$400.00
00074149 WENDY'S 6706 - Purchase	$6.38
00074174 PERRETTS - Purchase	$21.84
00074190 EXXONMOBIL 47789409 - Purch	$12.21
00074233 HOLIDAY INN - RIVERTON - Purch	$93.00
00074606 PIZZA RANCH CASPER - Purchase	$49.96
00074726 RESIDENCE INN CASPER - Purchas	$405.48
00073168 UNITED 01626081350213 - Pur	$25.00
00073048 THE RUSTIC - Purchase	$31.95
Subtotal for Cost Center **Police Grants:**	**$1,045.82**
00074841 SUMMIT ELECTRIC, INC. - Purcha	$411.36
00073427 ATLAS OFFICE PRODUCTS - Purcha	$81.24
00073760 ATLAS OFFICE PRODUCTS - Purcha	$22.41
00074396 URGENT CARE OF CASPER - Purcha	$2,618.00
00074557 CHANNING BETE CO AHA - Purchas	$110.75
00074559 CHANNING BETE CO AHA - Purchas	$175.92
Subtotal for Cost Center **Property & Liability Insurance:**	**$3,419.68**
00074918 ARC SERVICES/TRAINING - Purcha	$432.00
00074981 DOLLAR TREE - Purchase	$44.00
00074984 BLIMPIE - Purchase	$105.00
00074546 HOBBY-LOBBY #0233 - Purchase	$25.17
00074578 AMAZON MKTPLACE PMTS - Purchas	$33.42
00074711 FOX III $ SAVER - Purchase	$1,080.00
00074883 AMAZON MKTPLACE PMTS - Purchas	$35.89
00074883 AMAZON MKTPLACE PMTS - Purchas	$35.89
00074490 BAILEYS ACE HDWE - Purchase	$41.94
00074765 AMAZON MKTPLACE PMTS - Purchas	$325.00
00074864 NORCO INC - Purchase	$393.01
00074960 COMTRONIX - Purchase	$108.00
00075004 STAPLES 00114181 - Purch	$9.90
00075004 STAPLES 00114181 - Purch	$13.43

00075025 RICOH USA, INC - Purchase	$226.95
00075043 AMAZON MKTPLACE PMTS - Credit	-$10.55
00075043 AMAZON MKTPLACE PMTS - Credit	-$10.55
Subtotal for Cost Center **Recreation:**	**$2,888.50**
00074625 SAMS CLUB #6425 - Purchase	$47.89
00074674 CMI-TECO - Purchase	$581.02
00074677 CMI-TECO - Purchase	$1,295.13
00074680 CMI-TECO - Purchase	$2,862.62
00074824 MOUNTAIN WEST TECH - Purchase	$114.00
00074695 CMI-TECO - Purchase	$324.70
00074697 CMI-TECO - Purchase	$854.97
00074702 CMI-TECO - Purchase	$609.30
00074709 CASPER TIRE 0000705 - Purchase	$45.00
00074714 CMI-TECO - Purchase	$1,376.94
00074717 CMI-TECO - Purchase	$1,301.76
00074731 CMI-TECO - Purchase	$1,011.71
00074737 CMI-TECO - Purchase	$2,441.01
00074756 SUMMIT ELECTRIC, INC. - Purcha	$105.00
00074835 SAMSCLUB #6425 - Purchase	$73.72
00074878 CASPER TIRE 0000705 - Purchase	$35.00
00074891 CASPER TIRE 0000705 - Purchase	$35.00
00074900 SAMSCLUB #6425 - Purchase	$111.47
00074949 SAMSCLUB #6425 - Purchase	$8.72
00074966 WAL-MART #1617 - Purchase	$11.59
00075023 CMI-TECO - Purchase	$1,236.54
00075041 CMI-TECO - Purchase	$1,649.98
00075046 CMI-TECO - Purchase	$19.40
00075057 ALSCO INC. - Purchase	$390.25
00075061 CMI-TECO - Purchase	$1,606.52
00075101 CPU IIT - Purchase	$959.00
00073991 SAMSCLUB #6425 - Purchase	$127.70
00074547 CASPER TIRE 0000705 - Purchase	$35.00
00074551 BAILEYS ACE HDWE - Purchase	$31.35
00074560 STAPLES 00114181 - Purch	$39.99
00074568 SUTHERLANDS 2219 - Purchase	$38.61
00074614 CASPER TIRE 0000705 - Purchase	$35.00
Subtotal for Cost Center **Refuse Collection:**	**$19,415.89**
00074762 VZWRLSS MY VZ VB P - Purchase	$22.50
00074869 WATERWORKS IND 2697 - Purchase	$187.62
00075034 ALSCO INC. - Purchase	$265.80
00075035 PURVIS INDUSTRIES 67 - Purchas	$43.50
00075071 USPS PO 5715580945 - Purchase	$3.95
00075081 INT IN NASSCO, INC. - Purchas	$250.00

00074589 WEAR PARTS INC - Purchase	$17.38
00074644 BLOEDORN LUMBER CASPER - Purch	$12.95
00074679 THE HOME DEPOT #6001 - Purchas	$11.97
00074545 STAPLES 00114181 - Purch	$33.97
00074569 SAMS CLUB #6425 - Purchase	$80.38
00074722 TRACTOR SUPPLY CO #199 - Purch	$3.49
Subtotal for Cost Center **Sewer:**	**$933.51**
00074261 CASPER CONTRACTORS SUP - Purch	$163.52
00074762 VZWRLSS MY VZ VB P - Purchase	$22.50
00075045 TOP OFFICE PRODUCTS IN - Purch	$215.72
00074820 COMMUNICATION TECHNOLO - Purch	$1,221.00
00074843 MENARDS CASPER WY - Purchase	$198.17
00074905 DENVER INDUSTRIAL SALE - Purch	$940.00
00074910 FEDEX 781231173613 - Purchase	$61.84
00074916 LYLE SIGNS - Purchase	$2,603.25
00074921 FEDEXOFFICE 00009423 - Purch	$15.99
00074947 WAGNER'S OUTDOOR OUTFI - Purch	$136.49
00074963 ECONOLITE - Purchase	$840.00
00074985 ENNIS PAINT INC - Purchase	$5,801.36
00075028 ECONOLITE - Purchase	$4,984.35
00075044 CASPER CONTRACTORS SUP - Purch	$351.12
00075047 ALSCO INC. - Purchase	$429.52
00074757 HOWARD SUPPLY COMPANY - Purcha	$446.72
00074359 THE HOME DEPOT #6001 - Purchas	$9.94
00074485 HARBOR FREIGHT TOOLS 3 - Purch	$4.99
00074510 TAPCO - Purchase	$5,063.50
00074521 AIA INDUSTRIES - Purchase	$392.37
00074539 AMERICAN TRAFFIC SAFET - Purch	$1,161.00
00074637 HARBOR FREIGHT TOOLS 3 - Purch	$27.33
00074645 CASPER CONTRACTORS SUP - Purch	$255.08
00074655 SHERWIN-WILLIAMS 70896 - Purch	$8,260.30
00074692 THE HOME DEPOT #6001 - Credit	-$9.94
00074732 THE HOME DEPOT #6001 - Purchas	$210.34
Subtotal for Cost Center **Streets:**	**$33,806.46**
00074762 VZWRLSS MY VZ VB P - Purchase	$45.00
00075052 ALSCO INC. - Purchase	$522.65
00075095 GRAINGER - Purchase	$124.85
00075105 PACE ANALYTICAL SERVIC - Purch	$30.00
00075115 CRUM ELECTRIC SUPPLY C - Purch	$1,988.76
00074522 CASPER STAR TRIBUNE - Purchase	$514.32
00074827 BEARING BELTCHAIN00244 - Purch	$77.63
00074518 NCL OF WISCONSIN INC - Purchas	$69.00
00074538 CRUM ELECTRIC SUPPLY C - Purch	$660.44

00074541 FERGUSON ENT #3069 - Purchase	$112.72
00074550 BAILEYS ACE HDWE - Purchase	$48.76
00074555 PURVIS INDUSTRIES 67 - Purchas	$94.01
00074667 WATERWORKS IND 2697 - Purchase	$325.38
00074681 HOODS EQUIPMENT & SPRI - Purch	$52.09
Subtotal for Cost Center **Waste Water:**	**$4,665.61**
00074762 VZWRLSS MY VZ VB P - Purchase	$71.27
00074806 ATLAS REPRODUCTION INC - Purch	$40.00
00074850 PACIFIC HIDE AND FUR # - Purch	$15.25
00074862 PAYPAL GISJOBSCLEA - Purchase	$25.00
00074865 INTUIT IN PEDENS INC - Purch	$227.00
00074881 ENERGY LABORATORIES, I - Purch	$352.00
00074886 USPS PO 5715580945 - Purchase	$15.62
00074919 DIAMOND VOGEL PAINT #7 - Purch	$94.55
00074951 ENERGY LABORATORIES, I - Purch	$108.00
00074992 INBERG-MILLER ENGINEER - Purch	$510.00
00074780 NATIONAL METER AND AUT - Purch	$5,995.58
00074542 BEARING BELTCHAIN00244 - Purch	$11.95
00074583 SAMS CLUB #6425 - Purchase	$238.40
00074593 ALBERTSONS #0062 - Purchase	$9.98
00074605 STOTZ EQUIP-CASPER- - Purchase	$47.52
00074616 DANA KEPNER CO. - Purchase	$377.24
00074629 ENERGY LABORATORIES, I - Purch	$352.00
00074646 SUTHERLANDS 2219 - Purchase	$8.98
00074678 ENERGY LABORATORIES, I - Purch	$81.00
00074689 USPS PO 5715580945 - Purchase	$12.90
00074720 USPS PO 5715580945 - Purchase	$31.11
00074725 HOSE & RUBBER SUPPLY C - Purch	$88.03
00074738 USPS PO 5762700491 - Purchase	$300.00
00074486 CASPER STAR TRIBUNE - Purchase	$204.00
Subtotal for Cost Center **Water:**	**$9,217.38**
00074762 VZWRLSS MY VZ VB P - Purchase	$22.50
00074758 GRAINGER - Purchase	$1,917.50
00074819 ALPINE MOTOR SPORTS - Purchase	$48.97
00074860 UNITED STATES WELDING - Purcha	$3,165.84
00074877 ENERGY LABORATORIES - Purchase	$231.00
00075020 ALSCO INC. - Purchase	$181.35
00075062 XEROX CORPORATION/RBO - Purcha	$229.71
00074465 UPS 0000008F045W208 - Purchase	$114.67
00074585 O&G CCD DNOW MERCH - Purchase	$9.78
00074742 UPS 0000008F045W218 - Purchase	$14.69
Subtotal for Cost Center **Water Treatment Plant:**	**$5,936.01**

	00073803 STOTZ EQUIP-CASPER- - Purchase	$214.63
	00073862 WW GRAINGER - Purchase	$42.89
	00073895 GEOTEC INDUSTRIAL SUPP - Purch	$202.00
	00074060 GROWTH PRODUCTS - Purchase	$4,080.00
	00074117 SUTHERLANDS 2219 - Purchase	$9.98
	00074170 THE UPS STORE 2200 - Purchase	$9.93
	00074325 CMI-TECO - Purchase	$103.92
	00074411 GC BUILDING SUPPLY INC - Purch	$89.88
	00074662 VAN DIEST SUPPLY COMPA - Purch	$3,505.50
	00074828 BEST PEST CONTROL - Purchase	$350.00
	00074428 CASPER CONTRACTORS SUP - Purch	$249.00
	Subtotal for Cost Center **Weed And Pest:**	**$8,857.73**
	Vendor Subtotal:	**$246,431.52**
PEPPER TANK & CONTRACTING	92221 USED OIL TANK REPLACEMENT	$5,500.00
	Subtotal for Cost Center **Balefill:**	**$5,500.00**
	Vendor Subtotal:	**$5,500.00**
PITTSBURG TANK & TOWER MAINTENANCE CO INC	13549 SUNRISE II S WATER STORAGE TAN	$16,461.60
	Subtotal for Cost Center **Water:**	**$16,461.60**
	Vendor Subtotal:	**$16,461.60**
PORTER, MUIRHEAD, CORNIA & HOWARD	3146 PROFESSIONAL SERVICES	$10,000.00
	Subtotal for Cost Center **Casper Events Center:**	**$10,000.00**
	Vendor Subtotal:	**$10,000.00**
POSTAL PROS SOUTHWEST INC	4994 UTILITY BILLING FEES	$1,225.02
	Subtotal for Cost Center **Finance:**	**$1,225.02**
	Vendor Subtotal:	**$1,225.02**
PRINTWORKS	11608 INSPECTION BOOKS	$242.63
	11598 ELECTRICAL INSPECTION TAGS	$206.00
	Subtotal for Cost Center **Code Enforcement:**	**$448.63**
	11592 1000 LH WINDOW ENVELOPES	$215.79

	Subtotal for Cost Center **Water:**	**$215.79**
	Vendor Subtotal:	**$664.42**
RAILROAD MGMT CO III, LLC	371518 30-IN SEWER LINE CROSSING	$214.01
	Subtotal for Cost Center **Sewer:**	**$214.01**
	371708 48-IN SEWER LINE ENCROACHMENT	$1,183.07
	Subtotal for Cost Center **Waste Water:**	**$1,183.07**
	Vendor Subtotal:	**$1,397.08**
RAMSHORN CONSTRUCTION, INC.	RIN0028663 2017 SANITARY SEWER PROJECT	$4,650.00
	Subtotal for Cost Center **Sewer:**	**$4,650.00**
	Vendor Subtotal:	**$4,650.00**
RANDALL W HEIN	RIN0028670 WYOPASS DINNER REIMBURSMENT	$45.96
	Subtotal for Cost Center **Planning:**	**$45.96**
	Vendor Subtotal:	**$45.96**
RECYCLED MATERIALS, LLC.	1026 FORMER PLAINS BUILDING	$3,600.00
	RIN0028682 RETAINAGE RELEASE 17-024	$6,813.44
	Subtotal for Cost Center **Special Revenue:**	**$10,413.44**
	Vendor Subtotal:	**$10,413.44**
ROBINETT, JOLENE	0031054290 UTILITY REFUND	$75.00
	0031054290 UTILITY REFUND	$98.00
	Subtotal for Cost Center **Water:**	**$173.00**
	Vendor Subtotal:	**$173.00**
ROCKY MOUNTAIN POWER	AP00014906081818 ELECTRICITY	$4,944.60
	AP00016906081818 ELECTRICITY	$523.25
	Subtotal for Cost Center **Aquatics:**	**$5,467.85**
	RIN0028680 LANDFILL REMED PROG	$467.58

AP00016706081818 ELECTRICITY	$11,119.99
6516219 ELEC SERVICE - BALER BLDG	$29,868.00
Subtotal for Cost Center **Balefill:**	**$41,455.57**
AP00015006081818 ELECTRICITY	$139.23
Subtotal for Cost Center **Cemetery:**	**$139.23**
AP00015106081818 ELECTRICITY	$4,089.38
AP00015106081818 ELECTRICITY	$704.12
AP00015106081818 ELECTRICITY	$31.68
AP00015106081818 ELECTRICITY	$876.40
Subtotal for Cost Center **City Hall:**	**$5,701.58**
AP00015506081818 ELECTRICITY	$2,287.85
AP00024006081818 ELECTRICITY	$767.58
6403931 ELEC SERVICE - FIRE STA#5	$4,062.00
Subtotal for Cost Center **Fire:**	**$7,117.43**
AP00015406081818 ELECTRICITY	$3,381.29
Subtotal for Cost Center **Fleet Maintenance:**	**$3,381.29**
AP00015706081818 ELECTRICITY	$5,313.31
Subtotal for Cost Center **Golf Course:**	**$5,313.31**
AP00023506081818 ELECTRICITY	$2,362.32
Subtotal for Cost Center **Hogadon:**	**$2,362.32**
AP00015906081818 ELECTRICITY	$5,365.15
Subtotal for Cost Center **Ice Arena:**	**$5,365.15**
AP00016006081818 ELECTRICITY	$966.66
Subtotal for Cost Center **Metro Animal:**	**$966.66**
AP00018106081818 ELECTRICITY	$5,574.48
Subtotal for Cost Center **Parks:**	**$5,574.48**
AP00016206081818 ELECTRICITY	$307.52
Subtotal for Cost Center **Police:**	**$307.52**
AP00015206081818 ELECTRICITY	$4,137.25
Subtotal for Cost Center **Recreation:**	**$4,137.25**
AP00016306081818 ELECTRICITY	$456.68
AP00023906081818 ELECTRICITY	$57.94
Subtotal for Cost Center **Sewer:**	**$514.62**

	AP00016406081818 ELECTRICITY	$47,901.49
	AP00024106081818 ELECTRICITY	$85.34
	Subtotal for Cost Center **Streets:**	**$47,986.83**
	AP00016606081818 ELECTRICITY	$27,921.80
	Subtotal for Cost Center **Waste Water:**	**$27,921.80**
	AP00024306081818 ELECTRICITY	$368.95
	Subtotal for Cost Center **Water:**	**$368.95**
	Vendor Subtotal:	**$164,081.84**
RODRIGUEZ,EDWARD/CHRISTIN	0031054293 UTILITY REFUND	$44.69
	Subtotal for Cost Center **Water:**	**$44.69**
	Vendor Subtotal:	**$44.69**
SCHWARTZ, BON, WALKER, & STUDER, LLC.	7693 LEGAL - EEOC	$2,222.00
	Subtotal for Cost Center **Property & Liability Insurance:**	**$2,222.00**
	Vendor Subtotal:	**$2,222.00**
SENIOR PATIENT ADVOCATES	2018-0185 OTHER CONTRACTUAL	$1,350.00
	Subtotal for Cost Center **Health Insurance:**	**$1,350.00**
	Vendor Subtotal:	**$1,350.00**
SHEET METAL SPECIALTIES, INC.	27964 FIRE STATION #1 - CO-RAY-VAC	$25,200.00
	Subtotal for Cost Center **Perpetual Care:**	**$25,200.00**
	27964 RETAINAGE 18-003	-$1,285.00
	Subtotal for Cost Center **Water:**	**-$1,285.00**
	Vendor Subtotal:	**$23,915.00**
SMARSH, INC	AP00017706081818 EMAIL MAINTENANCE-INV00376052	$1,705.50
	Subtotal for Cost Center **Finance:**	**$1,705.50**
	Vendor Subtotal:	**$1,705.50**

SOLID WASTE PROFESSIONALS OF WY LLC	521 CASPER BALEFILL CLOSURE -	$31,555.61
	529 CASPER BALEFILL CLOSURE -	$31,657.85
	Subtotal for Cost Center **Balefill:**	**$63,213.46**
	Vendor Subtotal:	**$63,213.46**
SOUTH METRO-CUNNINGHAM FIRE RESCUE AUTH	LtAcademy2018 Crotty Lt. Academy Training	$35.00
	Subtotal for Cost Center **Fire:**	**$35.00**
	Vendor Subtotal:	**$35.00**
SPILLMAN TECHNOLOGIES, INC.	38247 PD CAD SERVER UPGRADE	$23,800.00
	Subtotal for Cost Center **Police:**	**$23,800.00**
	Vendor Subtotal:	**$23,800.00**
STATE OF WY. - FORESTRY DIVISION	69 Wildland Training Gear	$4,071.54
	Subtotal for Cost Center **Fire:**	**$4,071.54**
	Vendor Subtotal:	**$4,071.54**
STATE OF WY. - NOTARY DIV.	RIN0028659 NEW NOTARY DB	$30.00
	Subtotal for Cost Center **Police:**	**$30.00**
	Vendor Subtotal:	**$30.00**
SWI, LLC	7977.1 GATE BIO SOLIDS TO C&D	$2,330.00
	Subtotal for Cost Center **Balefill:**	**$2,330.00**
	Vendor Subtotal:	**$2,330.00**
THOMAS RUSSELL	RIN0028673 RFND SWR INVST CHG DTD 3/26/18	$285.00
	RIN0028673 RFND SWR PHYS CHG DTD 3/26/18	$120.00
	Subtotal for Cost Center **Sewer:**	**$405.00**
	RIN0028673 RFND 201 INVST CHG DTD 3/26/18	$500.00
	Subtotal for Cost Center **Waste Water:**	**$500.00**

	RIN0028673 RFND WTR INVST CHG DTD 3/26/18	$1,010.00
	RIN0028673 RFND RW CHG DTD 3/26/18	$600.00
	RIN0028673 RFND WTR METER CHG DTD 3/26/18	$145.00
	RIN0028673 RFND WTR PHY CHG DTD 3/26/18	$145.00
	Subtotal for Cost Center **Water:**	**$1,900.00**
	Vendor Subtotal:	**$2,805.00**
TRANSMISSION DISTRIBUTION SERVICE	2450 RETAINAGE 18-012	-$7,729.25
	Subtotal for Cost Center **Capital Projects:**	**-$7,729.25**
	2451 ICE ARENA SNOW MELT PIT REPAIR	$3,800.00
	Subtotal for Cost Center **Ice Arena:**	**$3,800.00**
	2450 2018 PEDESTRIAN PATHWAYS PROJE	$97,750.00
	Subtotal for Cost Center **Parks:**	**$97,750.00**
	Vendor Subtotal:	**$93,820.75**
TRETO CONST.	1346 RETAINAGE 17-003	-$14,703.09
	Subtotal for Cost Center **Capital Projects:**	**-$14,703.09**
	1346 COLUMBINE STREET IMP	$175,894.00
	Subtotal for Cost Center **Streets:**	**$175,894.00**
	Vendor Subtotal:	**$161,190.91**
TRIHYDRO CORP.	0130680 USEPA BROWNFIELDS - PETROLEUM	$6,168.25
	0130679 USEPA BROWNFIELDS - HAZARDOUS	$4,737.75
	Subtotal for Cost Center **Planning:**	**$10,906.00**
	Vendor Subtotal:	**$10,906.00**
TRISTIN WILLIAMS	RIN0028675 CDL TESTING,PERMIT & LICENSE	$160.00
	RIN0028676 STEEL TOED WORK BOOTS	$75.00
	Subtotal for Cost Center **Balefill:**	**$235.00**
	Vendor Subtotal:	**$235.00**

UNIVERSITY OF WY.-COOPERATIVE EXTENSION SVC.	RIN0028668 MAKE AHEAD MEALS CLASS X2	$100.00
	Subtotal for Cost Center **Health Insurance:**	**$100.00**
	Vendor Subtotal:	**$100.00**
WARDWELL WATER & SEWER DISTRICT	RIN0028671 BOOSTER IRRAGATION	$45.20
	Subtotal for Cost Center **Water Treatment Plant:**	**$45.20**
	Vendor Subtotal:	**$45.20**
WESTERN WATER CONSULTANTS, INC.	181090001 MIDWEST AVE RECONST - DAVID TO	$328.04
	160580026 K STREET IMPROVEMENTS - PHASE	$34.65
	Subtotal for Cost Center **Sewer:**	**$362.69**
	181090001 MIDWEST AVE RECONST - DAVID TO	$14,105.87
	160580026 K STREET IMPROVEMENTS - PHASE	$323.40
	160580026 K STREET IMPROVEMENTS - PHASE	$385.00
	Subtotal for Cost Center **Streets:**	**$14,814.27**
	181090001 MIDWEST AVE RECONST - DAVID TO	$1,968.27
	160580026 K STREET IMPROVEMENTS - PHASE	$26.95
	Subtotal for Cost Center **Water:**	**$1,995.22**
	Vendor Subtotal:	**$17,172.18**
WILLIAMS, PORTER, DAY & NEVILLE, P.C.	85569 LEGAL	$57.00
	Subtotal for Cost Center **Property & Liability Insurance:**	**$57.00**
	Vendor Subtotal:	**$57.00**
WY HWY PATROL	RIN0029693 SHARE OF SEIZURE 2017-0855	$975.00
	Subtotal for Cost Center **Police Grants:**	**$975.00**
	Vendor Subtotal:	**$975.00**
WY. RETIREMENT SYSTEM-FIRE	156496 C REESE MILITARY CONTRIBUTIONS	$3,610.68
	Subtotal for Cost Center **Fire:**	**$3,610.68**
	Vendor Subtotal:	**$3,610.68**

Bills & Claims

City of Casper

06/06/2018 to 06/19/2018

WY. RETIREMENT SYSTEM-POLICE	156492 J VALLOT MILITARY CONTRIBUTION	$3,947.62
	Subtotal for Cost Center **Police:**	**$3,947.62**
	Vendor Subtotal:	**$3,947.62**
YOUTH EMPOWERMENT COUNCIL	180330-9901 AGENCY OPERATIONAL FUNDING	$16,875.00
	Subtotal for Cost Center **Social Community Services:**	**$16,875.00**
	Vendor Subtotal:	**$16,875.00**
	Grand Total	**$3,303,520.57**

Approved By

On

Payroll Disbursements

5/31/18	CITY PAYROLL		$	1,001,811.92
5/31/18	BENEFITS & DEDUCTIONS		$	164,508.56
5/30/18	EXCEPTION PAYROLL		$	2,858.40
5/30/18	BENEFITS & DEDUCTIONS		$	446.77
6/7/18	FIRE PAYROLL		$	177,577.11
6/7/18	BENEFITS & DEDUCTIONS		$	31,596.32
		Total Payroll	**$**	**1,378,799.08**

Additional Fees

		Total Fees	**$**	**-**

Additional Accounts Payable

5/31/18	Prewrits - Property Taxes/Utility Refunds/Petty Cash			
	Gary Batchelder		$	25.33
	Jennifer/Jordan Bernard		$	8.75
	FIB - Petty Cash		$	25.00
	Sarah Herold		$	46.87
	Sarah/Kiel Holder		$	59.54
	Hyview LLC		$	34.05
	Gage Jakobsen		$	12.53
	Nicole Knapp		$	2.16
	Vicki McCann		$	26.16
	Natrona County Treasurer		$	1,474.38
	Pamela Pridgeon		$	31.79
	Patrick Wetmore		$	41.36
	Courtmeu York		$	13.35
	Candice Young		$	10.70
5/30/18	Global Spectrum - Wire	PJ Masks Ticker Funds	$	88,869.50
6/1/18	Global Spectrum - Wire	ATM Reimbursement	$	17,820.00
6/12/18	Global Spectrum - Wire	Hogadon Party Deposits	$	7,500.00
		Total Additional AP	**$**	**116,001.47**

June 12, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director
Craig Collins, AICP, City Planner
Dan Elston, Building Inspections Supervisor (Chief Building Official)

SUBJECT: Triennial International Building Code Updates

Meeting Type & Date: Regular Council Meeting, June 19, 2018.

Action Type: Public Hearing.

Recommendation: That Council, by ordinances (8), adopt the various 2018 Editions of the International Building Codes.

Summary: Every three (3) years the International Code Council (ICC) revises and publishes updated International Building Codes. Once published, the State of Wyoming then adopts the newest editions of the Codes. This year, 2018, marks an adoption year, and the State recently adopted the new International Building Codes on May 23, 2018. The State requires that Casper, as a home-rule community, adopt minimum building and fire codes that are equivalent to, or more stringent than those standards adopted by the State. To comply with the State's mandate, the City must adopt the 2018 Editions of the International Codes prior to December 1st of this year.

Prior to bringing the proposed Ordinances forward, staff has worked to ensure that the construction community has been adequately informed of the new Codes, and has had ample opportunity to provide comments, if they wished to do so. In that Code updates occur every three (3) years, most contractors are already very familiar with the process. Around the first of this year, correspondence was sent out to every licensed contractor in the City, which outlined in detail, all significant changes in the 2018 Codes. In addition, the Chief Building Official presented the proposed changes to the Contractors Licensing and Appeal Board at their April 19, 2018 monthly meeting, which did not express any concerns about any of the Code changes. Finally, the Chief Building Official, along with select staff, attended a training/seminar provided by the International Code Council (ICC) this spring to familiarize themselves with changes to the Mixed Use and Existing Building Codes, in anticipation of their adoption by the City this summer. As with all changes to the Municipal Code, the adoption of the 2018 International Building Codes requires a public hearing, thereby also allowing the general public the opportunity to comment, if they wish to do so.

In an effort to keep the adoption process as brief and concise as possible, an exhaustive discussion of changes is not being presented with this memorandum; however, staff is ready and

available to expound on any questions or concerns that may arise. In most cases, the Ordinances that the Council will be formally reviewing on June 19th are simply changes of the years of the adopted Codes from 2015 to 2018. However, two (2) of the Ordinances under consideration will be proposing the adoption of International Building Codes that have not been adopted by the City previously, and will create new sections within the Municipal Code.

2018 Existing Building Code

For the 2018 code cycle, the ICC has removed Chapter 34, "Existing Structures" from the IBC, and instead, now references the "2018 Existing Building Code." If the City chooses not to adopt the 2018 Existing Building Code, the City will lose the ability to apply a more common-sense approach, or some would say more feasible application of Building Codes, to the renovation of existing buildings. Without the flexibility that the Existing Building Code offers, the renovation and reuse of existing structures may become prohibitively expensive and complicated.

2018 Property Maintenance Code

The adoption of the Property Maintenance Code will allow the City to enforce minimum maintenance standards for existing buildings, notably rental properties, and to address safety and maintenance issues caused by neglect on the part of landlords and property owners. The Code addresses basic equipment, light, ventilation, heating, sanitation and fire safety; and differs from other codes in that all other codes focus solely on new construction or rehabilitation rather than ongoing maintenance. The Community Development Department frequently receives legitimate complaints about unsafe living conditions from citizens. Unfortunately, without the adoption of the Property Maintenance Code, the City has had limited ability to address those unsafe living conditions. The importance of being able to address unsafe living conditions is compounded because generally, the citizens most affected by unsafe living conditions are also the community's most vulnerable, including the young, old, economically challenged, and/or disabled.

One question that is always raised when new Building Codes are adopted is about residential fire sprinkler system requirements. The 2018 International Residential Code, like previously adopted editions, requires that new single and two-family residences include fire sprinkler systems. In the past, this requirement has always been stricken during the adoption process. With the adoption of the 2018 International Residential Code, staff recommends that this exception remain in force, so that fire sprinkler systems are only required for multi-family dwellings of three (3) units or more. Of note, out of the 14,000 jurisdictions that are monitored by the Insurance Services Office (ISO), only one has adopted the fire sprinkler requirements in the IRC.

Financial Considerations: None.

Oversight/Project Responsibility: Building Division, Dan Elston, Chief Building Official.

Attachments:

- Ordinances adopting the following:
  - 2018 International Building Code;
  - 2018 International Residential Code;
  - 2018 International Mechanical Code;
  - 2018 International Plumbing Code;
  - 2018 International Fuel Gas Code;
  - 2018 International Property Maintenance Code;
  - 2018 International Existing Building Code;
  - 2018 International Fire Code.
- Letter sent to all City contractors;
- Minutes of the 4/19/18 Contractor Licensing and Appeals Board meeting.

ORDINANCE NO. 8-18

AN ORDINANCE AMENDING SECTIONS 15.04.040, 15.04.050 AND 15.04.110 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE.

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

SECTION 1:

All references to the 2015 International Building Code in Sections 15.04.040 and 15.04.050 of the Casper Municipal Code are hereby amended to read "~~2015~~ **2018** Edition."

SECTION 2:

The reference to the 2015 Edition of the International Energy Conservation Code in Section 15.04.110 is hereby amended to read "~~2015~~ **2018** Edition."

SECTION 3:

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

SECTION 4:

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 _____ day of _____, 2018.

PASSED on 2nd reading the _____ day of _____, 2018.

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

ORDINANCE NO. 9-18

AN ORDINANCE AMENDING SECTIONS 15.02.020, 15.02.030 AND 15.02.050 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE.

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

SECTION 1:

All references to the 2015 International Residential Code in Sections 15.02.020 and 15.02.030 of the Casper Municipal Code are hereby amended to read "~~2015~~ **2018** Edition."

SECTION 2:

Section 15.02.050 – "Work exempt from permit" is hereby amended to read as follows:

"One-story detached accessory building under ~~one hundred twenty~~ **two hundred** square feet in area as measured at the maximum exterior wall dimension."

SECTION 3:

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

SECTION 4:

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 _____ day of _____, 2018.

PASSED on 2nd reading the _____ day of _____, 2018.

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

ORDINANCE NO. 10-18

AN ORDINANCE AMENDING SECTIONS 15.20.020 AND 15.20.030 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL MECHANICAL CODE.

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

SECTION 1:

All references to the 2015 International Mechanical Code contained in Sections 15.20.020 and 15.20.030 of the Casper Municipal Code are hereby amended to read "~~2015~~ **2018** Edition."

SECTION 2:

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

SECTION 3:

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

PASSED on 1st reading the _____ day of _____, 2018.

PASSED on 2nd reading the _____ day of _____, 2018.

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

ORDINANCE NO. 11-18

AN ORDINANCE AMENDING SECTIONS 15.24.010 AND 15.24.020 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL PLUMBING CODE.

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

SECTION 1:

All references to the 2015 International Plumbing Code contained in Sections 15.24.010 and 15.24.020 of the Casper Municipal Code are hereby amended to read "~~2015~~ **2018** Edition."

SECTION 2:

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

SECTION 3:

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

PASSED on 1st reading the _____ day of _____, 2018.

PASSED on 2nd reading the _____ day of _____, 2018.

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

ORDINANCE NO.12-18

AN ORDINANCE AMENDING SECTIONS 15.18.010 AND 15.18.020 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FUEL GAS CODE.

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

SECTION 1:

All references to the 2015 International Fuel Gas Code contained in Sections 15.18.010 and 15.18.020 of the Casper Municipal Code are hereby amended to read "~~2015~~ **2018** Edition."

SECTION 2:

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

SECTION 3:

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

PASSED on 1st reading the _____ day of _____, 2018.

PASSED on 2nd reading the _____ day of _____, 2018.

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

ORDINANCE NO. 13-18

AN ORDINANCE CREATING CHAPTER 15.08 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE.

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

SECTION 1:

Section 15.08.010 – "Short Title," is hereby created to read as follows:

The Code adopted by the Ordinance from which this Chapter derives shall be known as the "International Property Maintenance Code" of the City.

SECTION 2:

Section 15.08.020 – "Document Adopted By Reference – Applicability," is hereby created to read as follows:

To provide minimum standards to safeguard life, health, property, and public welfare, the City hereby adopts the 2018 Edition of the International Property Maintenance Code. The provisions of the Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures within the limits of the City. A copy of the adopted International Property Maintenance Code is on file in the office of the City Clerk.

SECTION 3:

Section 15.08.030 – "Violation – Penalty," is hereby created to read as follows:

Any person violating any of the provisions of the Code adopted by this Chapter shall be deemed guilty of a misdemeanor. Each and every such day or portion thereof during which any violation of any of the provisions of such Code is committed, continued, or permitted shall be a separate offense. Upon conviction of any such violation, such person may be punished as set forth in Chapter 1.28 of this code.

SECTION 4:

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

SECTION 5:

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 _____ day of _____, 2018.

PASSED on 2nd reading the _____ day of _____, 2018.

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

APPROVED ~~AS TO~~ FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

ORDINANCE NO.14-18

AN ORDINANCE CREATING CHAPTER 15.06 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE.

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

SECTION 1:

Section 15.06.010 – "Short Title," is hereby created to read as follows:

The Code adopted by the Ordinance from which this Chapter derives shall be known as the "International Existing Building Code" of the City.

SECTION 2:

Section 15.06.020 – "Document Adopted By Reference – Applicability," is hereby created to read as follows:

To provide minimum standards to safeguard life, health, property, and public welfare, the City hereby adopts the 2018 Edition of the International Existing Building Code. The provisions of the Code shall apply to the repair, alteration, change of occupancy, addition to, or relocation of existing buildings within the limits of the City. A copy of the adopted International Existing Building Code is on file in the office of the City Clerk.

SECTION 3:

Section 15.06.030 – "Violation – Penalty," is hereby created to read as follows:

Any person violating any of the provisions of the Code adopted by this Chapter shall be deemed guilty of a misdemeanor. Each and every such day or portion thereof during which any violation of any of the provisions of such Code is committed, continued, or permitted shall be a separate offense. Upon conviction of any such violation, such person may be punished as set forth in Chapter 1.28 of this Code.

SECTION 4:

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

SECTION 5:

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 _____ day of _____, 2018.

PASSED on 2nd reading the _____ day of _____, 2018.

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

ORDINANCE NO.15-18

AN ORDINANCE AMENDING SECTION 15.40.010 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE.

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

SECTION 1:

All references to the 2015 International Fire Code contained in Section15.40.010 of the Casper Municipal Code are hereby amended to read "~~2015~~ **2018** Edition."

SECTION 2:

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

SECTION 3:

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

PASSED on 1st reading the _____ day of _____, 2018.

PASSED on 2nd reading the _____ day of _____, 2018.

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

November 20, 2017

Communications from the Building Department

Dear Contractors:

As we approach 2018, the City of Casper Building Department would like to inform all contractors of items for correction that have been continuous during inspections over the last year and changes for the upcoming year. This is so that we are all informed and it will help expedite inspections entering the 2018 code cycle.

- Section R308.1 of the 2015 International Residential Code (IRC) requires identification of tempered glass in hazardous locations. Exception No. 2 allows for a removable label applied by the manufacturer. On final inspections, these labels have been removed prior to acceptance by the AHJ for the Certificate of Occupancy (CO); this nullifies the code requirement. If the labels are removed and no permanent etching is visible, the contractor will be responsible to prove that the glazing is tempered prior to the CO being issued.
- Please see attached Portal Frame with Hold-Downs, Figure R602.10.6.3. Casper and the surrounding region are in a Seismic Zone B. The 2015 IRC changed the wind load from 90 mph, 3 second gust to 115 mph, 3 second gust. The portal framing requires stricter sheathing, hold downs, anchors and fasteners. The wind load bracing is now required to be submitted with the application for a residential building permit.
- The 2015 IRC requires smoke and carbon monoxide detectors to be upgraded to the current IRC code when a building permit is issued, IRC Section R314 & R315.
- Low voltage electrical work is required to have the appropriate permit issued prior to work being started, per local ordinance 15.28.050.
- Foundation Drainage, IRC Section R405 requires that the drainage piping be installed on 2" minimum of washed gravel or crushed rock with 6" of cover over the piping. A filter membrane "sock" does not remove this requirement. If the soils report does not require a perimeter drain, then this requirement does not apply. If the soils report requires foundation drainage, then washed gravel or crushed rock is required.
- The Casper City Council has shown concern on compaction requirements for soils on all construction projects. The Codes do not require the City to inspect the compaction of soils, but the codes do require compaction prior to concrete placement. The cost to

require compaction tests by lifts on R Occupancies would be cost prohibitive for all parties; it can be enforced by the IBC "Special Inspections" section or thru creating a City Ordinance. This is not our desire; however, if complaints of workmanship continue due to inadequate compaction, the City of Casper may require compaction test results for projects in the future.

- Permit Fees: As of January 1st, permit fees will increase. The fee schedule will be available on our website at casperwy.gov. Plumbing, mechanical and electrical permit fees will no longer be based on fixture, equipment or outlet count; they will be based on system valuation. It will still be required to submit the fixture count and description of work for the permit, as well as a total value of the work must be included for the system you are requesting to be permitted. The permit fee will be based upon the valuation of work according to the permit valuation schedule.
- Year 2018 will begin a new code cycle for the IBC, IPC, IFGC, IMC, IRC, and all other "I" codes that are adopted by the City of Casper. The 2018 codes will not be enforced until adopted by the City Council, which will be during the 2018 year. There are no real significant changes to the 2018 codes that I am aware of at this time, and we all know there is a learning curve during any code change cycle. The Building Department will advise during inspections of changes and work with contractors for adherence to the new code requirements.

The Building Department would like to take this time to thank all contractors for their hard work and open relationships with the City of Casper Building Department. It is our desire to only be a phone call away from questions or concerns in the competitive construction industry that we live in today. We know that sometimes it takes a few days to respond to those questions or concerns, but understand that they are as important to us as they are to you.

May you all have a Wonderful Holiday Season and a Prosperous New Year!

Sincerely,

Dan Elston CBO
Justin Scott
Jim Bowden
Bill McCloy
Shawn Barrett
City of Casper
Building Department

Attachment

CITY OF CASPER
LICENSING AND APPEALS BOARD
CITY HALL, DOWNSTAIRS MEETING ROOM
APRIL 19, 2018
4:00 P.M.

Members of the public wishing to place a new item on the agenda must submit a written request to the Community Development Department no later than eight (8) days preceding the Licensing and Appeals Board meeting.

Members of the public wishing to comment at a regular Licensing and Appeals Board Meeting may do so at the end of the regular meeting with a majority of the board voting in favor of their request. These comments will be limited to five (5) minutes.

AGENDA

I. ROLL CALL

II. CONSIDERATION OF MINUTES FOR MARCH 15, 2018

III. MONTHLY REPORT

IV. APPLICATIONS FOR THE BOARD'S CONSIDERATION:

GENERAL CONTRACTORS

THOMAS GUNDERSON, VERTICAL LIMIT CONSTRUCTION – Applying for a Class I General Contractor's License.

KEVIN SHANLEY, VERCON, INC. – Applying for a Class II General Contractor's License.

MECHANICAL

ERIC ZAVADA – Applying for a Master Mechanical License.

JASON LEDOUX – Applying for a Journeyman Mechanical License.

V. COMMUNICATIONS FROM PERSONS PRESENT

VI. ADJOURNMENT

CITY OF CASPER
CONTRACTORS' LICENSING AND APPEALS BOARD
MARCH 15, 2018

MEMBERS PRESENT:	**STEVE BOYLE** **JASON HUBER** **ADAM HALL**	**ANDREW ELSTON** **ZAC HORNER**
CITY STAFF:	**DAN ELSTON**	**KELLY SHANLEY**

CALL MEETING TO ORDER – Chairperson Zac Horner called the regular meeting to order at 4:00 p.m.

MINUTES FROM FEBRUARY 15, 2018 – Adam Hall moved to approve the meeting minutes of February 15, 2018. Jason Huber seconded the motion. Motion approved.

MONTHLY REPORT UPDATE - Dan Elston reported for the month of February, 2 building permits were issued for construction of single family homes. The Building Division issued 48 building, 61 electrical, 42 mechanical, and 89 plumbing permits during February with valuations of 1,551,977.75 and total fees collected of $49,238.09. The inspectors completed 448 inspections in February, which includes consults, fire inspections and plan reviews.

Below is a breakdown of the 16 commercial projects that are in progress:

- Kelly Walsh High School
- Wyoming Gun Club
- David Street Station – Progress continues on exterior sheathing, the ice rink and splash pad.
- Boyd Avenue Church Gym
- ANB Bank – The final inspection is scheduled. Anticipated opening in April.
- Menards
- U-Haul – Old Cretex Building
- Raven Crest Apartments – The first building is entirely framed, and the rough-ins are 50 percent completed.
- Senior Living Homes – Fairgrounds – Construction of four twin homes are in various stages of construction.
- Rescue Mission – All the foundation walls are complete; the floor slabs are in the process of being poured.
- Good to Go Convenience Stores – Final finishes are in progress.
- Gruner Brothers Brewery – Interior slabs are completed; interior framing is beginning.
- Casper Orthopedics - MRI Addition – The foundation and slab are complete.
- NCHS – S VAC Building Remodel – The permit has been issued.
- Alpine Motor Sports – Old A&W Restaurant – Pope Construction is the contractor and the permit for the core and shell has been issued for this project.
- Lincoln Elementary Addition – Construction of two additional preschool classrooms. Pope Construction is the contractor for this project, and the permit was issued earlier this month.

Completed Projects:

- Interstate Battery
- Fremont Motors Addition
- Wyoming Recovery

New Plans Submitted for Approval:

- McDonalds Remodel – West Side
- Wal-Mart Remodel – East Side
- Fire Station #5 – This facility will be located on Pay it Forward Drive. Low bidder for this project is Caspar Building Systems.
- City of Casper Balefill Building - This is a $7 million dollar project. Low bidder for this project is Caspar Building Systems.
- Wendys Remodel – CY Avenue

LICENSE APPLICATIONS –

STANLEY TAYLOR, T & B CONSTRUCTION LLC – Applying for a Class II General Contractor's License. After discussion and review of the application and affidavits, Adam Hall moved to approve Stanley Taylor to license as a Class II General Contractor. Jason Huber seconded the motion. Motion approved.

ROBERT "CHRIS" DETRICK, DETRICK DOES IT ALL –Applying for a Class III General Contractor's License. After discussion and review of the application affidavits, Steve Boyle moved to approve Robert "Chris" Detrick to test for a Class III General Contractor's License. Andrew Elston seconded the motion. Motion approved.

KEVIN PEARSON – Applying for a Master Mechanical License. After discussion and review of the application and affidavit, Andrew Elston moved to approve Kevin Pearson to license as a Mechanical Master. Adam Hall seconded the motion. Motion approved.

JONATHAN AILES - Applying for a Master Mechanical License. After discussion and review of the application and affidavit, Jason Huber moved to approve Jonathan Ailes to license as a Mechanical Master. Steve Boyle seconded the motion. Motion approved.

MANDY IRWIN – Applying for a Master Mechanical License. After discussion and review of the application and affidavits, Adam Hall moved to approve Mandy Irwin to test for a Master Mechanical License. Jason Huber seconded the motion. Motion approved.

RYAN MORGAN – Applying for a Journeyman Plumbing License. After discussion and review of the application and affidavits, Jason Huber moved to approve Ryan Morgan to test for a Journeyman Plumbing License. Andrew Elston seconded the motion. Motion approved.

LANE HANSEN, DECKS UNLIMITED, LLC – Applying for an upgrade to a Class II General Contractor's License. After discussion and review of the application and affidavits, Adam Hall moved to approve Lane Hansen to test for a Class II General Contractor's License. Steve Boyle seconded the motion. Motion approved.

COMMUNICATIONS -

Discussion on the Adoption of the 2018 Codes: The I Codes run in three-year cycles. Dan Elston informed the Board that he would like to have the new code changes adopted by the City Council by July 2018. Dan Elston is looking into the possibility of adopting the Property Maintenance and Existing Building Codes. These two codes have never been adopted before by the City of Casper. The City receives many complaints on properties. By adopting the Property Maintenance Code, it would give the City enforcement to ensure properties are kept up on. By adopting the Existing Buildings Code, it would give us the flexibility on the requirement of having to bring existing buildings up to code that are structurally sound when performing repairs or alterations. Dan Elston has sent off for additional information on these two codes. There will be more information to follow.

ADJOURN – The meeting adjourned at 4:35 p.m.

Respectfully submitted,

Dan Elston

Dan Elston, Secretary

June 12, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director
Pete Meyers, Assistant Financial Services Director
Kirk Gunderson, Accountant

SUBJECT: Amendment to the Fiscal Year 2018 Budget

Meeting Type & Date:
Regular Council Meeting
June 19, 2018

Action type:
Public Hearing
Resolution

Recommendation:
That Council, by Resolution, authorize an amendment to the Fiscal Year 2018 Budget.

Summary:
The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets.

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

(1) Funding became available after the start of the fiscal year, often due to the receipt of a grant.

(2) Special circumstance arose mid-year that resulted in spending more than had been originally budgeted.

(3) The original budget was simply erroneous because an item was incorrectly entered into the formal budget document.

The amendment, if approved, would increase budgetary expenditures of $3,635,958, including $956,153 to the General Fund and $2,679,805 to other municipal funds. The proposed changes are summarized throughout this document. Some of these changes will be offset by unexpected revenue sources. Specific changes, by line item, are provided in the attachments.

Overview of General Fund Impacts

General Fund Expenditures – Increase General Fund expenditures by $956,153 in the following manner:

- Reduce City Council expenditures by $10,000
- Increase City Attorney expenditures by $10,000
- Reduce Human Resources expenditures by $29,573
- Reduce Planning expenditures by $32,704
- Reduce Code Enforcement expenditures by $28,625
- Reduce Streets expenditures by $5,542
- Increase Parks expenditures by $19,929
- Increase transfers out by $1,029,356

A more detailed description of the General Fund expenditure reductions is presented below and on the following pages.

City Council – Decrease net budgeted expenditures by $10,000. The decrease is due to a transfer of Legal expense to the Property and Liability for hard drives associated with storing e-mail backups.

City Attorney – Increase net budgeted expenditures by $13,312.

- Increase budgeted expenditures by $10,000. The City Attorney was replaced during FY18. The former City Attorney received a payout for accrued time off. This budget adjustment accounts for the net of the payout less the amount of time the position was vacant during the year.
- Increase budgeted expenditures by $3,312 for creation of summer internship position.

Human Resources – Decrease budgeted expenditures by $29,573. The Risk Management Support Technician position was vacated and eliminated during FY18.

Planning – Decrease budgeted expenditures by $32,704. The employee in the Planner I position was promoted to MPO supervisor. The Planner I position will not being filled.

Code Enforcement – Decrease budgeted expenditures by $28,625. The Administrative Support Technician position was eliminated during FY18.

Streets – Decrease budgeted expenditures by $5,542. Recalculation of interdepartmental expense as part of review of overall allocation methods.

Parks – Increase budgeted expenditures by $19,929.

- Creation of a new Parks and Recreation Director position increases expenditures by $45,461.
- Transfer of a Municipal Worker II position from Parks to Refuse as position primarily is tasked with trash removal decreases expenditures by $45,157
- Net change to benefits associated with the two position changes increases expenditures by $19,625.

General Fund Transfers Out – Net transfers from the General Fund to other funds will be increased by $1,029,356. This will recapitalize the Casper Events Center by $937,931 and Hogadon Ski Area by $91,425.

Overview of Impacts to Other Funds

CDBG – Increase budgeted expenditures by $154,122 to adjust budgeted efforts to updated information. This will be fully covered by increased revenues.

Police Grants - Increase budgeted expenditures by $82,604 to account for additional efforts in alcohol and tobacco control and homeland security. The expenditure increase is funded by grant awards.

Capital Projects – Increase budgeted expenditure by $366,900 to account for Brownfield Petroleum and Hazardous Materials assessment efforts. The expenditure increase is funded by grant awards.

Water – Increase budgeted expenditures by $49,983 for the recalculation of interdepartmental service charges.

Sewer – Increase budgeted expenditures by $17,272 for the recalculation of interdepartmental service charges.

WWTP – Increase budgeted expenditures by $110,865

- Increase budgeted expenditures by $95,000 for increase in chemical expense for corrosion control
- Increase budgeted expenditures by $15,865 for the recalculation of interdepartmental service charges

Refuse Collection – Increase net budgeted expenditures by $49,683

- Increase budgeted expenditures by $57,217 transfer of a Municipal Worker II position from Parks as position is primarily is tasked with trash removal
- Decrease budgeted expenditures by $7,534 for the recalculation of interdepartmental service charges.

Balefill Fund – Decrease net budgeted expenditures by $1,046

- Decrease budgeted expenditures by $8,344 for the recalculation of interdepartmental service charges.
- Increase budgeted expenditures by $7,298 for part time municipal workers.

Aquatics – Increase budgeted expenditures by $21,277 as entire salary for eliminated Recreation Coordinator position was eliminated in previous budget amendment but previous employee worked until September.

Parking – Decrease budgeted expenditures by $4,305 for the recalculation of interdepartmental service charges.

Water Treatment Plant – Decrease budgeted expenditures by $103,018 for the recalculation of interdepartmental service charges.

Casper Recreation Center – Increase budgeted expenditures by $39,843 as an occupied position was mistakenly removed from the budget in a previous budget amendment.

Fleet – Increase budgeted expenditures by $164,000

- Increase budgeted expenditures by $105,000 for increased vehicle parts and freight costs.
- Increase budgeted expenditures by $30,000 for outside services incurred due to temporary staffing shortages.
- Increase budgeted expenditures by $20,500 for unanticipated equipment failures.
- Increase budgeted expenditures by $8,500 for unanticipated software upgrades.

Buildings and Structures – Increase budgeted expenditures by $40,000 for outsourcing of custodial services.

Health Insurance – Increase budgeted expenditures by $1,016,625 for increased health claims costs.

Property and Liability – Increase budgeted expenditures by $675,000 in the following manner:

- Increase budgeted expenditures by $665,000 as the payments for workers compensation was not accounted for in this fund. This will be covered by interdepartmental revenue.
- Increase budgeted expenditures by $10,000 is due to a transfer of Legal expense from City Council fund for hard drives associated with storing e-mail backups.

Financial Considerations:
Some of the above mentioned expense increases are offset by unanticipated revenues. The net impact of the enhancements to budgeted revenues and the reductions in budgeted expenditures will be $2,412,955 which includes $961,695 of net negative impact to the General Fund directly plus $1,451,260 of net negative impact to other municipal funds.

Oversight/Project Responsibility:
Tom Pitlick, Financial Services Director

Attachments:
FY18 Budget Amendment Line by Line Detail
Resolution

City of Casper
FY18 Budget Amendment
Line by Line Detail

Cost Center/Fund Name	Account Number	Account Description	Explanation	Source of Funding	Expenses	Funding Sources: Unanticipated Revenues	Funding Sources: Current Revenues	Funding Sources: Reserves
City Council	01-101000-52110000000000	Legal	Transfer of Legal expense from City Council to Property and Liability	Reserves	(10,000)			(10,000)
City Attorney	01-131000-50100112000000	City Attorney	The City Attorney was replaced during FY18. The former City Attorney received a payout for accrued time off. This budget adjustment accounts for the net of the payout less the amount of time the position was vacant during the year.	Reserves	10,000			10,000
City Attorney	01-131000-50207213000000	Assistant City Attorney	Creation of summer intern position	Reserves	3,312			3,312
Human Resources	01-163121-50100349000000	Risk Mgmt Support Technician	Position eliminated during FY18	Reserves	(29,573)			(29,573)
Planning	01-182000-50100241000000	Planner I	Planner I promoted to MPO supervisor. Planner I position not being filled.	Reserves	(32,704)			(32,704)
Code Enforcement	01-261241-50100620000000	Administrative Support Tech	Position eliminated during FY18	Reserves	(28,625)			(28,625)
Streets	01-310000-53800000000000	Interdepartmental Expense	Recalculation of interdepartmental expense as part of review of overall allocation methods.	Reserves	(5,542)		(5,542)	
Parks	01-571572-50100150000000	Parks and Rec Director	Creation of new Parks and Recreation Director position. Budget adjustment is for about 5 months of pay.	Reserves	45,461			45,461
Parks	01-571572-50100816000000	Municipal Worker II	An employee has moved to Refuse from Parks as he is primarily tasked with trash removal in City Parks and downtown.	Reserves	(45,157)	-		(45,157)
Parks	01-571572-51110000000000	Health Insurance	Net of creation of new Parks and Recreation Director position and transfer of Municipal Worker II position. Budget adjustment is to recognize benefits associated with position changes.	Reserves	12,000			12,000
Parks	01-571572-51130000000000	Other Insurance Benefits	Creation of new Parks and Recreation Director position. Budget adjustment is to recognize benefits associated with position.	Reserves	1,200			1,200
Parks	01-571572-51300000000000	Retriement Contributions	Creation of new Parks and Recreation Director position. Budget adjustment is to recognize benefits associated with position.	Reserves	3,500			3,500
Parks	01-571572-51750000000000	Allowances-Other	Creation of new Parks and Recreation Director position. Budget adjustment is to recognize benefits associated with position.	Reserves	2,925			2,925
General Fund	01-902000-59000000000000	Transfers Out	To remove deficit balance built over several years in Casper Events Center ($937,931) and Hogadon ($91,425). Facilities are unable to operate at a level necessary to eliminate deficit.	Reserves	1,029,356			1,029,356
CDBG	12-611000-50100328B17000	Community Development Technician	Adjust grant expenditures based on updated data. Expenses will be covered by grant revenue.	Unanticipated Revenues	2,689	2,689		
CDBG	12-611000-60000000B17000	CDBG Projects	Adjust grant expenditures based on updated data. Expenses will be covered by grant revenue.	Unanticipated Revenues	151,433	151,433		
Police Grants	16-211211-54010000268000	Operating Supplies	State and federal grants are awarded after the beginning of fiscal year for City. This amendment adjust budget to actual amount awarded.	Unanticipated Revenues	379	379		
Police Grants	16-211211-54040000287000	Other Materials	State and federal grants are awarded after the beginning of fiscal year for City. This amendment adjust budget to actual amount awarded.	Unanticipated Revenues	7,495	7,495		
Police Grants	16-211211-57400000287000	Light Equipment	State and federal grants are awarded after the beginning of fiscal year for City. This amendment adjust budget to actual amount awarded.	Unanticipated Revenues	42,530	42,530		

City of Casper
FY18 Budget Amendment
Line by Line Detail

Cost Center/Fund Name	Account Number	Account Description	Explanation	Source of Funding	Expenses	Funding Sources: Unanticipated Revenues	Funding Sources: Current Revenues	Funding Sources: Reserves
Police Grants	16-211212-50320000207000	Overtime	State and federal grants are awarded after the beginning of fiscal year for City. This amendment adjust budget to actual amount awarded.	Unanticipated Revenues	12,300	12,300		
Police Grants	16-211212-50320000208000	Overtime	State and federal grants are awarded after the beginning of fiscal year for City. This amendment adjust budget to actual amount awarded.	Unanticipated Revenues	12,300	12,300		
Police Grants	16-211212-50320000268000	Overtime	State and federal grants are awarded after the beginning of fiscal year for City. This amendment adjust budget to actual amount awarded.	Unanticipated Revenues	5,000	5,000		
Police Grants	16-211212-53910000207000	Other Contractual	State and federal grants are awarded after the beginning of fiscal year for City. This amendment adjust budget to actual amount awarded.	Unanticipated Revenues	1,300	1,300		
Police Grants	16-211212-53910000208000	Other Contractual	State and federal grants are awarded after the beginning of fiscal year for City. This amendment adjust budget to actual amount awarded.	Unanticipated Revenues	1,300	1,300		
Capital Projects	30-182000-53910000130131	FY17 EPA Brownfield Petroleum Assesmt Gr	EPA Brownfield Grant	Unanticipated Revenues	185,951	185,951		
Capital Projects	30-182000-53910000130135	FY17 EPA Hazardous Materials Assesmt Gr	EPA Brownfield Grant	Unanticipated Revenues	180,949	180,949		
Water	40-350001-53800000000000	Interdepartmental Expense	Recalculation of interdepartmental expense as part of review of overall allocation methods.	Reserves	(11,995)		(11,995)	
Water	40-350001-53800000000000	Interdepartmental Expense	Move $108,391 in interdepartmental charges from fund 55 to 40, 41 and 42	Reserves	61,978		61,978	
Sewer	41-360001-53800000000000	Interdepartmental Expense	Recalculation of interdepartmental expense as part of review of overall allocation methods.	Reserves	(4,506)		(4,506)	
Sewer	41-360001-53800000000000	Interdepartmental Expense	Move $108,391 in interdepartmental charges from fund 55 to 40, 41 and 42	Reserves	21,778		21,778	
WWTP	42-361050-53800000000000	Interdepartmental Expense	Recalculation of interdepartmental expense as part of review of overall allocation methods.	Reserves	(8,770)		(8,770)	
WWTP	42-361050-53800000000000	Interdepartmental Expense	Move $108,391 in interdepartmental charges from fund 55 to 40, 41 and 42	Reserves	24,635		24,635	
WWTP	42-361372-54010000000000	Operating Supplies	Chemicals used for new Corrosion Control Facility for the North Platte Sanitary Sewer are over budget as more has been required to ensure H2S gas.	Reserves	95,000			95,000
Refuse	43-330333-50100816000000	Municipal Worker II	An employee has moved to Refuse from Parks as he is primarily tasked with trash removal in City Parks and downtown.	Reserves	45,157			45,157
Refuse	43-330333-51110000000000	Health Insurance	An employee has moved to Refuse from Parks as he is primarily tasked with trash removal in City Parks and downtown.	Reserves	10,360			10,360
Refuse	43-330333-51130000000000	Other Insurance Benefits	An employee has moved to Refuse from Parks as he is primarily tasked with trash removal in City Parks and downtown.	Reserves	1,700			1,700
Refuse	43-330333-53800000000000	Interdepartmental Expense	Recalculation of interdepartmental expense as part of review of overall allocation methods.	Reserves	(7,534)		(7,534)	

City of Casper
FY18 Budget Amendment
Line by Line Detail

Cost Center/Fund Name	Account Number	Account Description	Explanation	Source of Funding	Expenses	Funding Sources		
						Unanticipated Revenues	Current Revenues	Reserves
Balefill	44-331341-50207815000000	Municipal Worker (Part Time)	A regular part-time Municipal Worker is assigned to work in Special Waste operations on Mondays and Saturdays and during the week to cover the extended hours. This position works on average 24 hours per week. This fiscal year we had two (2) unexpected retirements; thus, being short-handed requiring the Municipal Worker to fill in for full-time staff. Additional full-time staff is expected to be hired in July 2018.	Reserves	4,212			4,212
Balefill	44-331341-50208815000000	Municipal Worker (Part Time)	A variable part-time Municipal Worker is assigned to work Saturdays at the transfer station and full-time in the summer hours to collect litter accumulated in the landfill over the winter months. Last fiscal year part-time staff picked up litter to address litter non-compliance with the City's Wyoming Department of Environmental Quality (WDEQ) landfill and transfer station permits. The litter was extraordinarily heavy due to the balers being down for maintenance. Not all the litter was picked up in FY17's budget requiring additional hours this FY to continue working on litter collection. WDEQ plans to inspect our solid waste facility in July 2018; therefore, our part-time staff have been assigned additional hours to pick up litter to be in compliance with our permit.	Reserves	3,086			3,086
Balefill	44-331341-53800000000000	Interdepartmental Expense	Recalculation of interdepartmental expense as part of review of overall allocation methods.	Reserves	(8,344)		(8,344)	
Aquatics	45-511514-50100350000000	Rec Coordinator	Removed entire salary for position in previous budget amendment but previous employee worked until September.	Reserves	20,077			20,077
Aquatics	45-511514-51200000000000	Social Security Contributions	Removed entire salary for position in previous budget amendment but previous employee worked until September.	Reserves	1,200			1,200
Parking	50-312000-53800000000000	Interdepartmental Expense	Recalculation of interdepartmental expense as part of review of overall allocation methods.	Reserves	(4,305)		(4,305)	
WTP	55-340402-53800000000000	Interdepartmental Expense	Move $108,391 in interdepartmental charges from fund 55 to 40, 41 and 42	Reserves	(108,391)		(108,391)	
WTP	55-340402-53800000000000	Interdepartmental Expense	Recalculation of interdepartmental expense as part of review of overall allocation methods.	Reserves	5,373		5,373	
Recreation Center	56-501502-50100812000000	Custodial Maint Worker	Removed occupied position mistakenly listed as vacant.	Reserves	32,543			32,543
Recreation Center	56-501502-51110000000000	Health Insurance	Benefits associated with occupied position mistakenly listed as vacant.	Reserves	1,100			1,100
Recreation Center	56-501502-51130000000000	Other Insurance Benefits	Benefits associated with occupied position mistakenly listed as vacant.	Reserves	1,000			1,000
Recreation Center	56-501502-51200000000000	Social Security	Benefits associated with occupied position mistakenly listed as vacant.	Reserves	2,500			2,500
Recreation Center	56-501502-51300000000000	Retirement Contributions	Benefits associated with occupied position mistakenly listed as vacant.	Reserves	2,700			2,700
Fleet	60-392000-52700000000000	Equipment Repairs	The repair of large unanticipated equipment failures including Fleet's overhead crane and the Central Service Facility gate have resulted in overspending our equipment repair line.	Reserves	20,500			20,500

City of Casper
FY18 Budget Amendment
Line by Line Detail

Cost Center/Fund Name	Account Number	Account Description	Explanation	Source of Funding	Expenses	Funding Sources		
						Unanticipated Revenues	Current Revenues	Reserves
Fleet	60-392000-53990000000000	Outside Services	Due primarily to staffing shortages from resignations and non work-related injury, Fleet has had to outsource a considerable amount of work, resulting in a significant shortfall in our outside services line.	Reserves	30,000			30,000
Fleet	60-392000-54390000000000	Vehicle Services	Vehicle/equipment parts and freight costs continue to increase, causing vehicle supply expenses to exceed budget projections for the year.	Reserves	105,000			105,000
Fleet	60-392000-55800000000000	Technologies	Fleet's Snap-On diagnostic hardware was required to be upgraded in order to remain compatible with software upgrades. This upgrade was not budgeted for in our capital technology line.	Reserves	8,500			8,500
Buildings and Grounds	63-390000-52720000000000	Building Maintenance	Unanticipated outsourcing of custodial services for the Central Service Center due to the loss of a BAS custodial worker last fall as well as the loss of use of the Opportunities Fund fed capital funding for building maintenance and leased facilities, BAS will exceed contractual expenses by $40,000.	Reserves	40,000			40,000
Health Insurance	65-194000-58400000000000	Claims Costs	Medical claims exceeded amount budgeted. This amount is always unknown when the budget is approved and depends on the health of the participants on the health plan.	Reserves	1,016,625			1,016,625
Property Liab and Ins	66-195000-51600000000000	Worker's Compensation-All Funds	Missed step in budgeting process. Did not account for workers comp being paid out of fund 66 instead of each individual fund. Revenue will be increased by $920,445 as workers comp rate was lower than budgeted.	Current Revenues	665,000	-	665,000	
Property and Liability	66-195000-52110000000000	Legal	Transfer of Legal expense from City Council to Property and Liability.	Reserves	10,000			10,000
				Total	**3,635,958**	**603,626**	**619,377**	**2,412,955**

RESOLUTION NO.18-124

A RESOLUTION AMENDING THE FISCAL YEAR 2018 BUDGET OF THE CITY OF CASPER, AUTHORIZING THE ADJUSTMENT OF FUNDS THEREUNDER.

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

SECTION 1.

Pursuant to published notice and a hearing conducted as provided by law, the Council of the City of Casper, Natrona County, Wyoming, hereby amends the budget of the City of Casper for Fiscal Year 2018 in the following manner:

Additional Funding Sources:

Unanticipated Revenues		
CDBG	$	154,122
Police Grants	$	82,604
Capital Projects	$	366,900
Total	$	603,626
Current Revenues		
Streets	$	(5,542)
Water	$	49,983
Sewer	$	17,272
WWTP	$	15,865
Refuse	$	(7,534)
Balefill	$	(8,344)
Parking	$	(4,305)
WTP	$	(103,018)
Property and Liability	$	665,000
Total	$	619,377
Reserves		
City Council	$	(10,000)
City Attorney	$	13,312
Human Resources	$	(29,573)
Planning	$	(32,704)
Code Enforcement	$	(28,625)
Parks	$	19,929
Transfers Out	$	1,029,356

WWTP	$	95,000
Refuse	$	57,217
Balefill	$	7,298
Aquatics	$	21,277
Recreation Center	$	39,843
Fleet	$	164,000
Buildings and Grounds	$	40,000
Health Insurance	$	1,016,625
Property and Liability	$	10,000
Total	$	2,412,955

SECTION 2.

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

PASSED, APPROVED, AND ADOPTED this 19th day of June, 2018.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

June 19, 2018

MEMO TO: J. Carter Napier, City Manager TP per Carter Napier

FROM: Tom Pitlick, Financial Services Director TP

SUBJECT: Fiscal Year 2018-2019 Summary Proposed Budget

Meeting Type & Date
Regular Council Meeting, June 19, 2018

Action type
Resolution, June 19, 2018

Recommendation
That Council, by resolution, adopt the budget for the Fiscal Year 2019, at the Public Hearing on June 19, 2018.

Summary
Incorporated First Class cities and towns, operating under the City Manager form of government in Wyoming, must comply with the provisions of the Wyoming Uniform Municipal Fiscal Procedures Act (W.S.S. 16-4-101 through 16-4-124). The Act includes provisions cities and towns must follow for the preparation and adoption of a budget. Included in these provisions is the stipulation that a public hearing shall be held to consider the budget not earlier than the second Tuesday in June and not later than the third Tuesday in June.

Financial Considerations
The Fiscal Year 2019 total revenues are $149,466,905, inclusive of internal transactions between City funds. The expenditure budget totals $148,786,365, inclusive of internal transactions between City funds.

Highlights of the FY 2019 Budget proposed for adoption are:

> The total Budget proposed for adoption for all funds totals $131.2 million (net of inter-fund transactions). This budget reflects a reduction of $13.9 million, or 10%, less than the FY 2018 Estimate.
>
> The proposed total Capital Budget is $25,067,383, a decrease of $21.5 million, or 46% less than the FY 2018 Estimate.
>
> The proposed total Personnel Budget is $47,493,750, an increase of $4.0 million, or 9%, from the FY 2018 Estimate. This is reflective of positions currently vacant that the City intends to fill in FY19.

Total full-time staffing for FY 2019 is budgeted to decrease from 501 to 493 authorized positions, a decrease of 1.6%.

Total proposed General Fund revenue, as compared to FY 2018 Estimate, is projected to increase $2,100,751, or 4.7%, to $47,131,658, inclusive of transactions between City funds.

Total proposed General Fund expenditures are $46,487,433, an increase of $2,761,682, or 6.3% from FY 2018 Estimate.

During the budget review by Council, the following items were added to the proposed budget:

1: Approximately $630,000 to cover 2% Cost of Living Adjustment for all full time employees within General Fund and General Fund Dependent Funds. Some Enterprise and Special Revenue funds will cover their own COLA increase.
2: $225,000 in General Fund to be set aside for a merit based incentive program.
3: $225,000 transfer from General Fund to Health Insurance Fund.
4: $4,414 for a summer internship position in the City Attorney's Office.
5: $166,000 revenue increase in General Fund for Pari Mutuel revenues.
6: $500,000 transfer from Capital Projects Pool to General Fund.
7: Approximately $596,000 to cover one-time $1,000 payments, and associated withholding taxes, to all full time employees within General Fund and General Fund Dependent Funds. Some Enterprise and Special Revenue funds will cover their own payments.
8: $84,797 for the creation of a Community Risk Reduction Officer I in Fire Department.
9: $375,000 transfer from Capital Projects to Health Insurance to cover increase to employee payments and to support the Health Insurance Fund.
10: $169,828 transfer from a variety of Enterprise and Special Revenue funds to Health Insurance Fund.
11: Midwest Street capital project of $2,200,000 will now be partially funded from 1%14 ($680,000) and 1%15 ($1,087,000). The remaining $433,000 will be funded out of Capital Projects.
12: Increase General Fund support for CATC by $45,000. Also, City will accept $51,888 more in grant funding allowing CATC to spend $96,888 more on programs and projects.

A resolution has been prepared for Council's consideration.

Oversight/Project Responsibility
Tom Pitlick, Financial Services Director

Attachments
Resolution-FY19 Budget Adoption

RESOLUTION NO.18-125

A RESOLUTION MAKING APPROPRIATIONS OF FUNDS TO COVER EXPENDITURES OF THE CITY OF CASPER, WYOMING, FOR THE FISCAL YEAR OF JULY 1, 2018 TO JUNE 30, 2019.

WHEREAS, on the 15th day of May 2018, J. Carter Napier, City Manager, the budget making authority, prepared and submitted to the Council, a City of Casper Summary Proposed Budget, which encompassed the requested budget for each fund, for the 2019 Fiscal Year ending June 30, 2019; and,

WHEREAS, the Casper City Council reviewed the FY 2019 Requested Budget, including a budget message in explanation of such budget, at its May 22 and 23, 2018 FY 2019 Budget Review Work Sessions; and,

WHEREAS, from its review of the FY 2019 Requested Budget and budget message the City Council made the following changes:

1: Approximately $630,000 to cover 2% Cost of Living Adjustment for all full time employees within General Fund and General Fund Dependent Funds. Some Enterprise and Special Revenue funds will cover their own COLA increase.

2: $225,000 in General Fund to be set aside for a merit based incentive program.

3: $225,000 transfer from General Fund to Health Insurance Fund.

4: $4,414 for a summer internship position in the City Attorney's Office.

5: $166,000 revenue increase in General Fund for Pari Mutuel revenues.

6: $500,000 transfer from Capital Projects Pool to General Fund.

7: Approximately $596,000 to cover one-time $1,000 payments, and associated withholding taxes, to all full time employees within General Fund and General Fund Dependent Funds. Some Enterprise and Special Revenue funds will cover their own payments.

8: $84,797 for the creation of a Community Risk Reduction Officer I in Fire Department.

9: $375,000 transfer from Capital Projects to Health Insurance to cover increase to employee payments and to support the Health Insurance Fund.

10: $169,828 transfer from a variety of Enterprise and Special Revenue funds to Health Insurance Fund.

11: Midwest Street capital project of $2,200,000 will now be partially funded from 1%14 ($680,000) and 1%15 ($1,087,000). The remaining $433,000 will be funded out of Capital Projects.

12: Increase General Fund support for CATC by $45,000. Also, City will accept $51,888 more in grant funding allowing CATC to spend $96,888 more on programs and projects.

WHEREAS, such budget was duly entered at large upon the records of this Council and a copy thereof was made available for public inspection at the Office of the City Clerk, 200 North David Street, Casper, Wyoming; and,

WHEREAS, Notice of Public Hearing on such budget, together with the summary of said budget, was published in the Casper Star-Tribune, a legal newspaper published and of general circulation in the County of Natrona on the 11th and 18th days of June 2018; and,

WHEREAS, following such Public Hearing, the governing body of the City of Casper, determined that such budget is now in the form and substance to be adopted;

WHEREAS, copies of the adopted budget, certified by the budget officer, shall be on file in the office of the budget officer for public inspection;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the official City Budget for the Fiscal Year ending June 30, 2019 is hereby adopted, as follows:

General Fund	$	46,487,433
Capital Projects Funds		
Capital Projects Funds		16,990,971
Opportunities Fund		8,534
Enterprise Funds		
Water		16,850,480
Water Treatment Plant		3,288,253
Sewer		7,572,083
Wastewater Treatment Plant		7,117,093
Refuse Collection		7,766,079
Balefill		7,983,937
Casper Events Center		937,687
Golf Course		747,908
Casper Recreation Center		1,087,777
Aquatics		1,015,309
Ice Arena		589,052
Hogadon Ski Area		848,988
Parking Lots		112,869
Special Revenue Funds		
Weed & Pest Control		488,869
Transit Services		1,796,122
Metropolitan Planning Organization		1,096,405
Police Grants		310,261
Fire Grants		402,110
Redevelopment Loan Fund		72,850
Revolving Land Fund		25,000

Debt Services Funds			
Special Assessments			4,581
Internal Services Funds			
Fleet Maintenance			2,385,275
Buildings & Structures			946,751
City Campus			252,563
Property & Liability Insurance			2,811,819
Trust & Agency Funds			
Perpetual Care			3,335,086
Metro Animal Services			733,876
Public Safety Communications			2,701,023
Health Insurance			12,009,321
	Total		**148,786,365**
Less Intergovernmental Transactions			
Transfers Out			10,798,003
Internal Services Charges			6,788,908
	Total		**17,586,911**
	Total	**$**	**131,199,454**

PASSED, APPROVED, AND ADOPTED this 19th day of June, 2018.

APPROVED AS TO FORM:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

Link to Fiscal Year 2019 Proposed Budget

December 4, 2017

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Public Hearing for a Transfer of Ownership for Retail Liquor License No. 7, owned by Love Holdings LLC, d/b/a C85 @ The Branding Iron, Located at 129 West 2nd Street to One Two Nine Hospitality, LLC d/b/a C85 @ The Branding Iron, Located at 129 West 2nd Street.

Meeting Type & Date
Regular Council Meeting
June 19, 2018

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, consider the application for a transfer of ownership for retail liquor license No. 5, owned by Love Holdings, LLC, d/b/a C85 @ The Branding iron, located at 129 West 2nd Street to One Two Nine Hospitality LLC d/b/a C85 @ The Branding Iron, located at 129 West 2nd Street.

Summary
Currently, Retail Liquor License is owned by Love Holdings, LLC, d/b/a C85@ The Branding Iron. Love Holdings, LLC has a lease agreement with One Two Nine Hospitality LLC, making the transfer of the liquor license necessary to comply with State Statutes.

As required by Municipal Code 05.08.070, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
Copy of Application
Affidavit of Website Publication

WLD-31 (4/17)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #		
Trf from		
Reviewer	Initials	Date
Agent		/ /
Chief		/ /

5/2018 set pH

To be completed by City/County Clerk

Local License # Retail Liquor

License Fees Annual Fee: $ 1500 00

Prorated Fee: $

Transfer Fee: $ 100 00

Publishing Fee: $

Publishing Fee Direct Billed to Applicant: ☑

Date filed with clerk. 04 / 26 / 18

Advertising Dates: (2 Weeks) 6 / 8 / 2018 & 6 / 10 / 2018

Hearing Date. 06 / 19 / 2018

License Term 06 / 20 / 2018 (Month Day Year) Through 03 / 31 / 2019 (Month Day Year)

LICENSING AUTHORITY: Begin publishing promptly As W S. 12-4-104(d) specifies **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: ~~One Two Nine, LLC~~ One Two nine Hospitality, LLC

Trade/Business Name (dba): C85 The Branding Iron

Building to be licensed/Building Address: 129 W. 2nd St. (Number & Street)

Casper, Wyoming. 82604 Natrona (City State Zip County)

Mailing Address: 323 S. David St. (Number & Street or P O Box)

Casper, Wyoming. 82604 (City State Zip)

Business Telephone Number. (307) 333-3668 Fax Number: (307) 333-3669

E-Mail Address: ccercy@cercyinvestments.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S 12-4-102 (a) (vi)

Lots R & 5 Block 2 City of Casper, Natrona County, Wyoming. Zoned 3

FILING FOR

- ☐ NEW LICENSE
- ☒ TRANSFER OF LOCATION
- ☐ TRANSFER OWNERSHIP
- ☒ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY Love Holdings, LLC

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY OF: Casper
- ☐ COUNTY OF

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

- ☒ FULL TIME (e g Jan through Dec) (specify months of operation) from January to December
- ☐ SEASONAL/PART-TIME DAYS OF WEEK (e g Mon through Sat) from to
- ☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e g 10a - 2a) from to

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W S. 12-4-103 (a) (iii)

(1) **OWN** the licensed building? ☐ YES (own)

(2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

If Yes, please submit a copy of the lease and indicate

(A) When the lease expires, located on page 2 paragraph 4 of lease

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 1 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO

   If "YES", explain: _____

5. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102 (a) (ii) & (iii)

   Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

   Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Cole Cercy						YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☐ NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W S 12-4-408 (b) (e.g 10 x 12 room in SE corner of building)._____

(b) Have you submitted a valid food service permit or application? W S. 12-4-407 (a) ☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W S. 12-4-410 (f) ☐ YES ☐ NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

☐ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).

☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).

☐ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) *SS.*
COUNTY OF Natrona)

Signed and sworn to before me on this 26th day of April, 2018, 20____ that the facts alleged in the foregoing instrument are true by the following:

1) Cole Cercy (Signature) Cole Cercy (Printed Name) MGR Title

2) _____ (Signature) _____ (Printed Name) _____ Title

3) _____ (Signature) _____ (Printed Name) _____ Title

4) _____ (Signature) _____ (Printed Name) _____ Title

5) _____ (Signature) _____ (Printed Name) _____ Title

6) _____ (Signature) _____ (Printed Name) _____ Title

Witness my hand and official seal: Debra A Rodgers
Signature of Notary Public

(SEAL) My commission expires: SEPT 9th, 2018

Administrative Services Department
City of Casper

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 6/06/2018 and ended on 6/20/2018 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills-Haatsch Date: 06/7/2018

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

7th day of June, 2018

Heidi Rood

HEIDI ROOD
NATRONA

Provide to City of Casper Central Records

One Two Nine Hospitality, LLC

Notice is hereby given that on the 26th day of April, 2018, One Two Nine Hospitality, LLC applied for a transfer of ownership for Retail Liquor License No. 7 in the office of the Clerk of the City of Casper, Wyoming for the following described place, 129 West 2nd Street, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 19th day of June, 2018 in the City Council Chambers at 200 North David.

Dated: 5/21/2018

ORDINANCE NO. 7-18

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

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

WHEREAS, the Planning and Zoning Commission has some recommendations for changes to Section 17.12.124; and,

WHEREAS, the HM, OB and OYD zoning districts need to be added to Section Table 1 (Tower Regulations Summary) of Section 17.12.124, Section 8. (g); and,

WHEREAS, the FCC continues to promulgate new rules and regulations that require ordinance updates to reflect the changes.

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

Section 1:
That Section 3 (x) shall be added to the definitions section as follows:

(x) Zone, commercial: "commercial zone" means real property that is located within the limits of the City of Casper that is zoned primarily for commercial land uses. For the purposes of regulating wireless communication facilities and determining requirements in mixed use areas, the following zoning districts are considered to be commercial zones: C-1, C-2, C-3, C-4, ED, PUD, M-1 and M-2.

Section 2:
That Section 3 (y) shall be added to the definitions section as follows:

(y) Zone, residential: "residential zone" means real property that is located within the limits of the City of Casper that is zoned primarily for residential land uses. For the purposes of regulating wireless communication facilities and determining requirements in mixed use areas, the following zoning districts are considered to be residential zones: AG, R-1, R-2, R-3, R-4, R-5, R-6, HM and OB.

Section 3:
That the last sentence Section 7 (j) (Use of Stealth Design) is hereby amended to read as follows:

Stealth and concealment techniques do not include incorporating faux-tree designs of a kind that are ~~not native to the City of Casper~~ NOT GENERALLY FOUND GROWING IN THE CITY OF CASPER'S ECOSYSTEM.

Section 4:
That the last sentence Section 7 (q)(5)(iii), regarding landscaping and fencing, is hereby amended to read as follows:

A site-obscuring fence (for example, SOLID OR SLATTED WOOD, FAUX WOOD, VINYL, MASONRY ~~OR wrought iron fence~~ OR A COMBINATION THEREOF ~~as opposed to barbed wire~~) no less than six feet (6') in height from the finished grade shall be constructed around each macrocell tower and around related support or guy anchors. Access shall only be through a locked gate. Any fence shall comply with the other design guidelines of the Casper Municipal Code.

Section 5:
That Table 1 (Tower Regulations Summary) and the abbreviation definitions immediately following Section 17.12.124, Section 8 (g) are hereby replaced with the following:

TABLE 1
TOWER REGULATIONS SUMMARY

Zone	Permitted Height	Plan Com Approval	CC Approval	On Top of Buildings
R1-R6	50'	CUP	NA	NP
PH	50'	51'-120'	121' and greater	10 percent of building ht.
~~R~~PUD	50'	CUP	NA	10 percent of building ht.
~~CPUD~~	~~50'~~	~~51'-100'~~	~~NA~~	~~10 percent of building ht.~~
C1	50'	51-100'	NA	10 percent of building ht.
C2	50'	51'-100'	NA	10 percent of building ht.
C3	50'	51'-120'	NA	10 percent of building ht.
C4	50'	51'-120'	NA	10 percent of building ht.
M1	100'	101'-120'	121' and greater	10 percent of building ht.

M2	100'	101'-120'	121' and greater	10 percent of building ht.
AG	50'	CUP	NA	10 percent of building ht.
FC	NP	NP	NP	NP
ED	50'	51'-150'	NA	10 percent of building ht.
HM	50'	CUP	N/A	10 PERCENT OF BUILDIG HT.
OB	50'	CUP	N/A	10 PERCENT OF BUILDIG HT.
OLD YELLOWSTONE DISTRICT	SEE CASPER MUNICIPAL CODE ("CMC") SECTION 17.94.030 A. (25)	SEE CMC CHAPTER 17.94	SEE CASPER MUNICIPAL CODE CHAPTER 17.94	NP: SEE CASPER MUNICIPAL CODE CHAPTER 17.94

NP = Not permitted (prohibited)
NA = Not applicable
~~RPUD = Residential PUD~~
~~CPUD = Commercial PUD~~
PERMITTED HEIGHT = Permitted with site plan approval from the community development director.
PLAN COM APPROVAL = Permitted with site plan approval from the Planning and Zoning Commission.
CC APPROVAL = Permitted with site plan approval from the Planning and Zoning Commission and the City Council.

Section 6:
That Section 8 (h), regarding sharing of support towers and collocation of facilities, is hereby amended to read as follows:

Macrocell towers used for the purpose of providing commercial wireless telecommunication services are permitted uses in all districts, except in the downtown area, FC districts, residential districts (R1-R6), ~~residential~~ planned unit developments (PUD), and the agricultural district (AG). However, a conditional use permit may be granted for small cells providing commercial wireless telecommunication services in residential districts (R1-R6), ~~residential~~ planned unit developments (PUD), and the agricultural district (AG). Additionally, towers which are placed on buildings must conform to the other requirements of this Section.

Section 7:
That Section 18 (c), regarding compliance, is hereby amended to read as follows:

(c) All graffiti on wireless communication facilities, ALL ACCESSORY EQUIPMENT AND ANY APPURTENANCES TO THE WCF SITE must be

removed at the sole expense of the permittee after notification by the City to the owner/operator of the WCF.

Section 8:
That Section 23 shall be amended to read as follows:

~~Application~~ Fees. In connection with the filing of an application, the applicant shall pay all applicable ~~application~~ fees, according to a City Resolution.

Section 9:
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1st reading the 5th day of June, 2018.

PASSED on 2nd reading the _____ day of _____, 2018.

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 2018.

APPROVED AS TO FORM:

Walter Trent III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

May 22, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Sheet Metal Specialties, Inc., in the Amount of $56,700.00, for the WWTP HVAC Improvements.

Meeting Type & Date
Regular Council Meeting
June 19, 2018

Action type
Resolution

Recommendation
That Council, by resolution, authorize an agreement with Sheet Metal Specialties, Inc., in the amount of $56,700.00, for the WWTP HVAC Improvements, Project No. 17-070. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $6,000.00, for a total project amount of $62,700.00.

Summary
On Tuesday, May 22, 2018, two (2) bids were received for the WWTP HVAC Improvements, Project No. 17-070. The bids received for this work are as follows:

CONTRACTOR	BUSINESS LOCATION	BID AMOUNT
Sheet Metal Specialties, Inc.	**Casper, WY**	**$56,700.00**
Air Innovations	Casper, WY	$63,150.00

The WWTP HVAC Improvements Project includes removal and replacement of three (3) roof mounted HVAC units, the removal of the existing laboratory exhaust fan, and installation of four (4) isolated laboratory exhaust fans that work independently of each other. The existing HVAC units are approximately 25 years old and nearing the end of their functioning life. Additionally, the existing laboratory exhaust fan is tied into one of these units, and when in use, exhausts air from all four fume hoods in the laboratory regardless of if they are in use or not. Work is scheduled to be completed by September 14, 2018. The estimate prepared by the City Engineering Division was $51,000.00.

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

Financial Considerations
Funding will be from the Wastewater Treatment Plant Reserves Fund.

Oversight/Project Responsibility
Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments
Resolution
Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Sheet Metal Specialties, Inc., 1220 East Yellowstone Highway, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make improvements to the HVAC system in the Operations Building at the Sam H. Hobbs Wastewater Treatment Plant; and,

WHEREAS, Sheet Metal Specialties, Inc., is able and willing to provide those services specified as the WWTP HVAC Improvements, Project No. 17-070.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the WWTP HVAC Improvements, Project No. 17-070, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by **September 14, 2018,** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **September 21, 2018**.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner 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 Fifty-Six Thousand Seven Hundred Dollars ($56,700.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).

8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).

8.5 Addenda No. (1, 2).

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 15 – Mechanical, consisting of three (3) sections.

8.12 Division 16 – Electrical, consisting of one (1) section.

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:

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

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

8.19 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

(This space intentionally left blank)

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2018.

APPROVED AS TO FORM:

_____

CONTRACTOR:

WITNESS:

Sheet Metal Specialties, Inc.

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
Fleur D. Tremel
Title: City Clerk

By: _____
Ray Pacheco
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
WWTP HVAC Improvements
Project No. 17-070

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **September 14, 2018** and completed and ready for final payment not later than **September 21, 2018** in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

   A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

   Addendum No. 1 Dated 5/10/18
   Addendum No. 2 Dated 5/17/18

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

   C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL BASE BID, IN NUMERALS: $ 56,700.00

TOTAL BASE BID, IN WORDS: Fifty Six Thousand Seven Hundred DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are <u>not</u> a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

   A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

   B. Exhibit "B" - Itemized Bid Schedule.

   C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Sheet Metal Specialties, Inc
1220 East Yellowstone Hwy
Casper, WY 82601

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on May 22, 2018.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____
_____
_____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

_____
(General Partner)

Business Address: _____
_____
_____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Sheet Metal Specialties, Inc (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Erick Berdahl, Vice President (seal)

(Title)

(Seal)

Attest: Sam Ballagh

Business Address: 1220 E. Yellowstone
Casper, Wy 82601

Phone Number: 307-472-4305

A JOINT VENTURE

By: _____ (seal)
(Name)

_____
(Address)

By: _____ (seal)
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

EXHIBIT "B"
BID SCHEDULE

WWTP HVAC Improvements
PROJECT NO. 17-070
May 22, 2018

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum	R&R = Remove and Replace	LF = Linear Feet	F&I = Furnish and Install
SY = Square Yard	FA = Force Account	CY = Cubic Yard	EA = Each

Bid Schedule

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	$ 1,000	$ 1,000
2	R&R Roof Mounted HVAC Unit	EA	3	$ 12,000	$ 36,000
3	Remove Existing Laboratory Exhaust Fan	EA	1	$ 1,700	$ 1,700
4	F&I New Laboratory Exhaust Fan	EA	4	$ 4,500	$ 18,000
				TOTAL BID – BASE PROJECT	$ 56,700

- **BID IN WORDS:**

Fifty Six Thousand Seven Hundred

This bid submitted by: Sheet Metal Specialties, Inc.
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 18-126

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SHEET METAL SPECIALTIES, INC., FOR THE WWTP HVAC IMPROVEMENTS, PROJECT NO. 17-070.

WHEREAS, the City of Casper desires to make improvements to the HVAC system in the Operations Building at the Sam H. Hobbs Wastewater Treatment Plant; and,

WHEREAS, Sheet Metal Specialties, Inc., is able and willing to provide those services specified as WWTP HVAC Improvements, Project No. 17-070; 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 Six Thousand Dollars ($6,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Sheet Metal Specialties, Inc., for those services, in the amount of Fifty-Six Thousand Seven Hundred Dollars ($56,700.00).

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 Fifty-Six Thousand Seven Hundred Dollars ($56,700.00), and Six Thousand Dollars ($6,000.00) for a construction contingency account, for a total project amount of Sixty-Two Thousand Seven Hundred Dollars ($62,700.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Six Thousand Dollars ($6,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2018.

APPROVED AS TO FORM:
(WWTP HVAC Improvements, Project No. 17-070)

Walter Tremel III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

May 23, 2018

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Authorizing a Contract for Professional Services with Hopper Disposal, Inc., in the amount of $63,500, to shred or remove tires from the Casper Regional Landfill (CRL), Project No. 18-030

Meeting Type & Date:
Regular Council Meeting
June 19, 2018

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize a contract for professional services with Hopper Disposal, Inc., in an amount not to exceed $63,500, to shred or remove tires at the Casper Regional Landfill (CRL), Project No. 18-030.

Summary:
The Casper Regional Solid Waste Facility accepts on average 635 tons of tires for waste disposal. Tires are a problematic waste stream due to human health and environmental issues. Waste tires are received at the unlined landfill and are not required to be covered for 30 days after they are received. When storm-water accumulates in tires, the tires become a perfect host for breeding mosquitos. Mosquitos carry diseases that are harmful to humans and livestock. Tire fires emit toxic fumes (dioxin fumes) that are deadly to humans and livestock. And lastly, after tires are covered with soil, they have a tendency to float back to the ground surface. To avoid the human and environmental issues associated with accepting waste tires for disposal, tires should be shredded. Shredded tires may be used for covering other wastes, stabilizing and protecting landfill side slopes, and/or may be recycled for reuse.

City staff evaluated costs for renting or owning a tire shredder to shred tires and determined that outsourcing tire shredding is the least costly option (see summary table).

Option Description	Rental For 6 weeks	Purchase Cost	Outsourcing Cost	City Staff Costs	Maintenance Cost including Diesel Fuel Cost	Total Annual Cost
Rent Shredder Annually for 6 weeks	$50,000	NA	NA	$7,800	$16,700	$74,500
Purchase Shredder	NA	$650,000 15-year replacement schedule	NA	$7,800	$16,700	$67,835
Outsource Shredding	NA	NA	$63,500	$800.00	$0.00	**$64,300**

Staff recommends awarding Hopper Disposal, Inc., a contract to shred or remove tires from the CRL for a one (1) year term in the amount of $63,500.

Financial Considerations
Project funding is from Balefill Fund Reserves and is included in annual Balefill budgets.

Oversight/Project Responsibility
Cindie Langston, Solid Waste Division 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 _____, 2018, by and between the following parties:

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

2. Hopper Disposal, Inc., 000 Bonneville Road, P.O. Box 273, Shoshoni, Wyoming 82649 ("Consultant").

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

RECITALS

A. The City is undertaking a project to shred waste tires accepted at the Casper Regional Landfill (CRL) for disposal.

B. The project requires professional services for the shredding tires on site or removing tires from on site for shredding.

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

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

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

1. SCOPE OF SERVICES:

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

A. Consultant shall annually shred a minimum of 600 tons of passenger and truck tires on site removing the side walls and shredding the remainder of the tire to four (4) foot or less length strips. Tire strips shall be twelve (12) inches or less in width.

B. Consultant shall perform the shredding at the unlined landfill cell of the CRL and may leave equipment on site for not longer than a four (4) month period.

C. Consultant shall place all shredded material in a City provided 30 cubic yard roll off container to be weighed by City staff when full.

D. City staff shall return shredded material to the unlined landfill cell and provide Hopper Disposal with weigh tickets.

E. Consultant may remove passenger and truck tires for shredding at Consultant's site, back haul, if desired, by weighing tires at the scale house prior to transport to Consultant's site.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, at a fee of $100 per ton of tires shredded or removed from site, not to exceed a lump sum of Sixty-Three Thousand Five Hundred and 00/100 Dollars ($63,500.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice with supporting documents to included City weight tickets, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

William Trembath IV

ATTEST

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

WITNESS

By: _____

Printed Name: _____

Title: _____

CONSULTANT
Hopper Disposal, Inc.

By: Mike Dimick

Printed Name: Michael D. Dimick

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 Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any subconsultant to perform any services in the scope of this project, unless the subconsultant is approved in writing by the City. Any approved subconsultant shall be paid by the Consultant.

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand ($500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

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

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

D. *Other Insurance Provisions*

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

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

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

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

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

5. *Deductibles and Self-Insured Retentions*
   Consultant has two options regarding deductibles and self-insured retentions:

   a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars ($10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars ($10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

   b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

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

7. *Claims Made Policies*
   If any of the required policies provide coverage on a claims-made basis:
   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
   c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Dat*e prior to the contract

effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*
   Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*
   Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*
    City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO. 18-127

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HOPPER DISPOSAL, INC., FOR TIRE SHREDDING SERVICES AT THE CASPER REGIONAL LANDFILL (CRL), PROJECT NO. 18-030.

WHEREAS, the City of Casper desires to enter into a contract for professional services with Hopper Disposal, Inc., to provide tire shredding services at the Casper Regional Landfill (CRL) for a one (1) year period; and,

WHEREAS, Hopper Disposal, Inc., is able and willing to provide those services, specified as CRL Tire Shredding Services, Project No. 18-030.

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 Hopper Disposal, Inc., to provide professional tire shredding services for the CRL, Project No. 18-030.

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 Sixty-Three Thousand Five Hundred and 00/100 Dollars ($63,500.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

APPROVED AS TO FORM:

Walter Trautz

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

May 23, 2018

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Authorizing a Contract for Professional Services with FORTERRA Concrete Products, Inc. in the amount of $23,625 to manufacture 50 concrete bin blocks to be used in the compost products yard at the Casper Regional Solid Waste Facility, Project No. 16-039

Meeting Type & Date:
Regular Council Meeting
June 19, 2018

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize a contract for professional services with FORTERRA Concrete Products, Inc. in an amount not to exceed $23,625, to manufacture 50 concrete bin blocks to be used in the compost products yard at the Casper Regional Solid Waste Facility, Project No. 16-039.

Summary:
The Casper Regional Solid Waste Facility includes a five (5) acre area to store compost yard products. Compost yard products stored in the five (5) acre area are for sale to residential and commercial customers and include compost, 2- and 4-inch natural wood chips, fine natural wood chips, red, black, and gold colored 2-inch wood chips, sand, and top soil. To meet fire codes for storing large quantities of wood chips, each product type is stored in separate u-shaped retaining walls. The u-shaped retaining walls hold 500 cubic yards of product, and are each signed with product description and cost per cubic yard.

Two (2) years ago, City staff received cost quotes from other concrete block manufacturing companies and FORTERRA Concrete Products, Inc. was the only manufacturer in Wyoming and provided the lowest cost per block pricing. In addition, FORTERRA's manufacturing facility is located in Bar Nunn, Wyoming, and no transportation fees are required. In 2016, 50 concrete bin blocks were manufactured for the City's compost products yard. The 50 concrete bin blocks were used to build six (6) u-shaped retaining wall areas. An additional 50 concrete blocks are needed to build six (6) additional retaining wall areas.

Staff recommends awarding FORTERRA Concrete Products, Inc. a contract to manufacture fifty (50) concrete bin blocks to be used to build retaining walls to store compost products at the Casper Regional Solid Waste Facility in an amount of $23,625.

Financial Considerations
Project funding is from Balefill Fund Reserves and is included in the Balefill FY18 budget.

Oversight/Project Responsibility
Cindie Langston, Solid Waste Division 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 _____, 2018, by and between the following parties:

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

2. FORTERRA Concrete Products, Inc., 2175 West Winds, Bar Nunn, Wyoming 82601 ("Consultant").

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

RECITALS

A. The City is undertaking a project to improve operations and fire control measures within the compost yard by separating compost yard products with concrete bin blocks.

B. The project requires professional services for the manufacturing of concrete bin blocks for the City to use in its compost products yard.

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project (See Exhibit "A"):

A. Manufacture fifty (50) bin blocks for the City's compost products yard.

B. Bin blocks shall be manufactured to be two feet (2') wide, two feet (2') deep and nine feet eight inches (9'8") long and ready to stack to create stable retaining walls.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 10th day of August, 2018.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty-Three Thousand Six Hundred Twenty-Five and 00/100 Dollars ($23,625.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Walter Trembath II

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

WITNESS:

By: _____

Printed Name: _____

Title: _____

CONSULTANT:
FORTERRA Concrete Products, Inc.

By: Shane Conley

Printed Name: Shane Conley

Title: Sales Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any subconsultant to perform any services in the scope of this project, unless the subconsultant is approved in writing by the City. Any approved subconsultant shall be paid by the Consultant.

11. INSURANCE AND INDEMNIFICATION:

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

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

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

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand ($500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

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

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

D. *Other Insurance Provisions*

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

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

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

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

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

5. *Deductibles and Self-Insured Retentions*
   Consultant has two options regarding deductibles and self-insured retentions:

   a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars ($10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars ($10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

   b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

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

7. *Claims Made Policies*
   If any of the required policies provide coverage on a claims-made basis:
   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
   c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract

effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*
   Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*
   Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*
    City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

FORTERRA

Concrete Mix Design Data for Bar Nunn

Mix Designation	Targets (psi)	Date
5000 WC Flow 45;55	1 Day: 2500 28 Day: 5000	5/16/2018

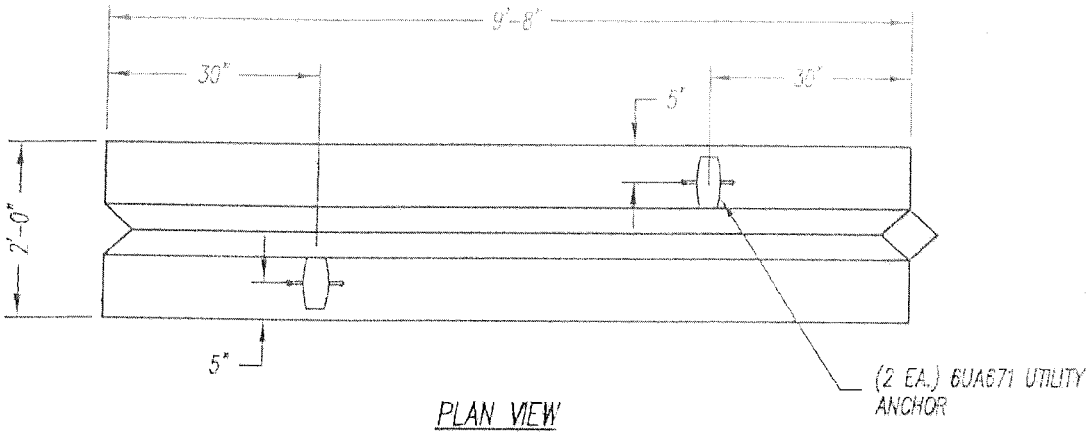
	Material	Cubic Yard Quantity	Specific Gravity	Cubic Yard Volume
Cement	Cement, Type V	700 lbs	3.150	3.56 ft³
Cementitious Materials				
Aggregates	Coarse Aggregate, 1/2" CA	1303 lbs	2.735	7.63 ft³
	Fine Aggregate, Sand	1593 lbs	2.624	9.72 ft³
Chemical Admixtures	Air Entrainer	0.6 oz/CWT	0.000	4.0 oz
	HRWR	7.1 oz/CWT	0.000	50.0 oz
Water	Water	259 lbs	1.000	4.15 ft³
Air	Air Content, %	7.0%	+ 1.0% - 2.0%	1.89 ft³
			Total Volume	27.01 ft³
Batch Properties	Pozzolans, %	0%	Yd³ Weight	3855 lbs/yd³
	Total Cementitious	700 lbs	Unit Weight	142.76 lbs/ft³
	Water Cement Ratio*	0.38		
	Spread	19 in +/-	2 in	

Water Cement Ratio includes water from liquid admixtures

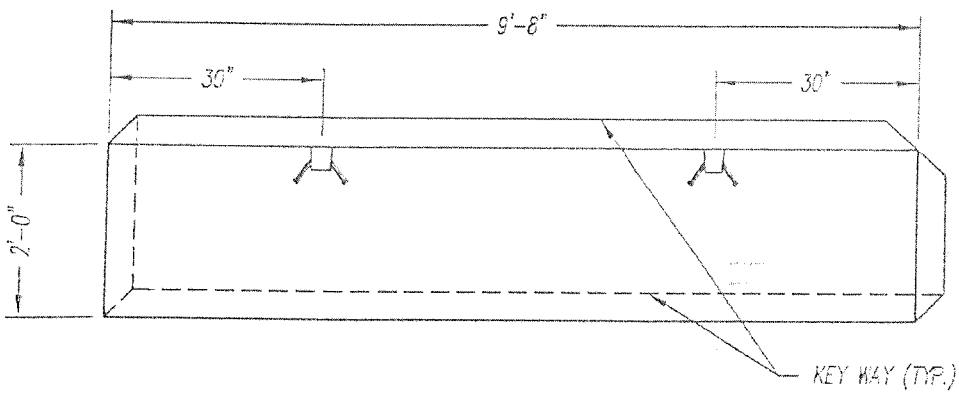
Material	Type/Classification	Supplier
Cement	Type V	GCC, Rapid City, SD
Coarse Aggregate	1/2" CA	Knife River, Casper Wyoming
Fine Aggregate	Sand	Knife River, Casper Wyoming
Air Entrainer	MasterAir AE90	BASF
HRWR	MasterGlenium 7920	BASF

Contact:

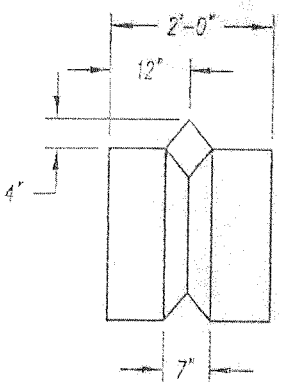
Name	Title	Phone	Email
John Kallemeyn	Materials Engineer	320-260-5102	john.kallemeyn@forterrabp.com



PLAN VIEW



ELEVATION VIEW



END VIEW

Date Cast_____
Set up_____
Pre Pour_____

Post Pour_____
Date_____

WEIGHT = 5,802 LBS

FORTERRA

OFFICES IN:
MARCK HELENA RAPID CITY

SCALE NONE	TITLE 2' X 2' X 9'-8" BIN BLOCKS CITY OF CASPER WASTE FACILITY CASPER, WY		
DATE 6/12/13			
DR'N BY TDE			
RS# 753210		CUSTOMER CITY OF CASPER	
REV DATE –		DWG NAME 753210-01	

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF CRETEX CONCRETE PRODUCTS, INC. ANY REPRODUCTION, IN PART OR AS A WHOLE, WITHOUT THE WRITTEN PERMISSION OF CRETEX CONCRETE PRODUCTS, INC. IS PROHIBITED

NOTES:
1. MIN. CONCRETE STRENGTH = 4,000 PSI
2. BLOCKS ARE UN-REINFORCED.

RESOLUTION NO. 18-128

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH FORTERRA FOR MANUFACTURING BIN BLOCKS TO BE USED AT THE COMPOST PRODUCTS YARD, PROJECT NO. 16-039.

WHEREAS, the City of Casper desires to enter into a contract for professional services with FORTERRA to manufacture concrete bin blocks to be used in the compost product yard at the Casper Regional Solid Waste Facility; and,

WHEREAS, FORTERRA Concrete Products, Inc., is able and willing to provide those services, specified as Compost Yard Improvements, Project No. 16-039.

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 FORTERRA Concrete Products, Inc. to provide professional manufacturing services for the Casper Regional Solid Waste Facility, Project No. 16-039.

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-Three Thousand Six Hundred Twenty-Five and 00/100 Dollars ($23,625.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

APPROVED AS TO FORM:

Walton Trembath IV

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

May 22, 2018

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Resolution Adopting Water, Sewer, and Wastewater Treatment Plant System Investment Charge Fee Schedule

Meeting Type & Date
Regular Council Meeting
June 19, 2018

Action Type
Resolution

Recommendation
That Council, by resolution, adopt the City of Casper Water, Sewer, and Wastewater Treatment Plant System Investment Charge Fee Schedule.

Summary
System investment charges (SIC's), or tap fees, are a one-time fee charged for new or enlarged water and sewer system connections. SIC revenues are used to recover costs of existing and future water and wastewater system capital improvements (i.e. – tanks, booster stations, transmission mains, sewer interceptors, lift stations, water and wastewater treatment plant expansions, etc.).

The City SIC fee schedule has not been updated since 1986. In February 2017, the Public Services Department retained Raftelis Financial Consultants, Inc. (Raftelis) to conduct a System Investment Charge/Cost of Services Study to determine future revenue requirements from system investment charges, and water and sewer rates. The findings and recommendations from that study were presented to Council at the April 24, 2018 Council Work Session.

Raftelis calculated the proposed SIC's utilizing industry standard methods accepted by the American Water Works Association and the Water Environment Federation. Additionally, Raftelis reviewed Wyoming State statutes to assess the legal basis of SIC's in Wyoming.

Staff has confidence that the data and methods used by Raftelis are accurate and defensible and recommends adopting water, sewer, and wastewater treatment plant SIC's based on the results of the 2017 Raftelis System Investment Charge/Cost of Services Study.

Financial Considerations
None

Oversight/Project Responsibility
Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager

Attachments
Resolution

RESOLUTION NO. 18-129

A RESOLUTION ADOPTING CITY OF CASPER WATER, SEWER, AND WASTEWATER TREATMENT PLANT SYSTEM INVESTMENT CHARGE FEE SCHEDULE.

WHEREAS, the City of Casper Board of Public Utilities, which was dissolved in 1991, developed a summary charge schedule for system investment charges and accompanying rules and regulations, which were kept in force after the dissolution of the Casper Board of Public Utilities through Resolution No. 91-81; and,

WHEREAS, the City Council has the authority to, by resolution, set or amend water, sewer, and wastewater treatment plant system investment fees for the Public Services Department, Public Utilities Division; and,

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Casper and its environs to provide adequate water and wastewater systems and to provide sufficient funding to meet the costs of expanding same; and,

WHEREAS, the City has determined that regulating system investment charges for water, sewer, and the wastewater treatment plant are a preferred method of regulation of new connections in order to ensure that new connections bear a proportionate share of the costs of water distribution, wastewater collection, and wastewater treatment facilities necessary to accommodate new development and promote and protect the public health, safety, and welfare; and,

WHEREAS, the City retained Raftelis Financial Consultants Inc. (Raftelis) to conduct a comprehensive system investment charge study for the City of Casper water, sewer and wastewater treatment plant systems; and,

WHEREAS, Raftelis has recommended an updated system investment charge fee schedule; and,

WHEREAS, it is the desire of the governing body of the City of Casper to rescind previous water, sewer, and wastewater treatment plant system investment charge fee schedules, and to establish a new system investment charge fee schedule for the Public Services Department, Public Utilities Division.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That any previous water, sewer, and wastewater treatment plant fee schedules are hereby rescinded, and that a new water, sewer, and wastewater treatment plant system investment fee schedule for the Public Services Department, Public Utilities Division is hereby adopted, effective January 1, 2019 as follows:

Inside-City System Investment Charge Fee Schedule			
Meter Size (inches)	Water System Investment Charge	Sewer System Investment Charge	201 (WWTP) System Investment Charge
¾	$949	$282	$1,516
1	1,518	451	2,426
1 ½	1,898	564	3,032
2	6,074	1,805	9,702
3	12,147	3,610	19,405
4	18,980	5,640	30,320
6	37,960	11,280	60,460
8	60,736	18,048	97,024

Outside-City System Investment Charge Fee Schedule			
Meter Size (inches)	Water System Investment Charge	Sewer System Investment Charge	201 (WWTP) System Investment Charge
¾	$1,423.50	$423.00	$2,274.00
1	2,277.00	676.50	3,639.00
1 ½	2,847.00	846.00	4,548.00
2	9,111.00	2,707.50	14,553.00
3	18,220.50	5,415.00	29,107.50
4	28,470.00	8,460.00	45,480.00
6	56,940.00	16,920.00	90,690.00
8	91,104.00	27,072.00	145,536.00

BE IT FURTHER RESOLVED, That all other charges and rules and regulations that were developed by the Casper Board of Public Utilities and kept in force after the dissolution of the Casper Board of Public Utilities through Resolution No. 91-81, shall remain in full force and effect.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

June 4, 2018

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Authorizing a Contract for Outside-City Sewer Service with B & H Rig and Tong Sales, Inc

Meeting Type & Date
Regular Council Meeting
June 19, 2018

Action type
Resolution

Recommendation
That Council, by resolution, authorize a Contract for Outside-City Sewer Service with B & H Rig and Tong Sales, Inc.

Summary
This contract provides Outside-City sewer service for a parcel of land located at 5707 Old West Yellowstone, Mills Wyoming.

The property is located adjacent to the existing Regional Wastewater System Airport Interceptor Sewer. This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary.

The Public Utilities Advisory Board conceptually approved the contract at its May 23, 2018 meeting and has recommended Council approval.

Financial Considerations
No financial considerations

Oversight/Project Responsibility
Bruce Martin, Public Utilities Manager

Attachments
Resolution
Agreement
Commitment to Annex

CONTRACT FOR OUTSIDE-CITY SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this 30th day of May, 2018, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and B & H Rig and Tong Sales, Inc., 1300 North Queen Street, Mills, Wyoming 82644; hereinafter referred to as "Owner."

RECITALS

A. Owner is the owner of certain land as described in Exhibit "A" being portions of the SW1/4 SE1/4, Section 35, Township 34 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming, with the address of 5707 West Old Yellowstone Highway, which is not within the corporate limits of the City of Casper; and,

B. The City already provides outside-city retail water service to the Owner; and,

C. A sanitary sewer main owned and operated by the City is within three hundred feet (300') of the property; and,

D. The Owner desires to obtain sewer service from City for such property as described in Exhibit "A"; and,

E. Owner and City have agreed to sewer service under the terms and conditions of this Agreement.

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

1. Service

a. The properties served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.

b. The Owner shall be allotted one sewer service connection(s) to the property as shown on Exhibit "A." No other properties may be served from this connection.

c. The Owner shall, at its sole cost and expense, install the sewer service line(s) from the City sewer main to the building(s) to be served.

d. The City will install a four-inch sewer service tap to the existing sewer main at the request of and at the sole cost and expense of the Owner, in accordance with the then-prevailing costs and procedures and in accordance with the then-existing City standards and specifications.

e. The Owner shall be responsible for obtaining easements from other property owners for the sewer service lines as needed at its sole cost and expense.

2. Right of Inspection

The City shall have the right to inspect all sewer system construction. All sewer system construction must meet City requirements. Before connection of the sewer services to any building, all work must be accepted and approved by the City.

3. Charges for Service

a. The Owner will pay to the City the then-current outside-City system investment charge for each connection to be served with sewer. Payment will be made prior to actual receipt of sewer service provided by the City.

b. The outside-City sewer system investment charge shall be based on an equivalent ¾-inch water connection.

c. The charge for sewer service provided shall be at the City's existing rates as the same shall apply from time to time for all retail outside-City sewer service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City sewer service.

4. Regulation

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 provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Construction Term

The Owner shall be allowed two (2) years from the date of this Agreement to complete the sewer service line construction and necessary improvements as set forth herein. Should the construction not be completed within this time period, this Agreement shall automatically be null and void.

6. Annexation

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

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

7. Future Improvements

a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on West Old Yellowstone at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.

b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.

c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

8. Discontinuance of Utility Services/Remedies

a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.

b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

9. General Provisions

a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property as set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.

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

c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.

i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info Francis W. and Virginia S. Hodgden B & H Rig and Tong Sales, Inc. 1300 North Queen Street Mills, Wyoming 82644	City of Casper Attn: Public Services Director 200 North David Casper, WY 82601

j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

_____

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

ATTEST:

OWNER:
B & H Rig and Tong Sales, Inc.
1300 North Queen Street
Mills, Wyoming 82644

_____

_____
Francis W. Hodgden

The undersigned mortgagee for B & H Rig and Tong Sales, Inc. hereby agrees to, consents, and ratifies this agreement.

_____
Date

N/A
MORTGAGEE

By: _____

Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 30 day of MAY, 2018, by Francis W. Hodgden as President of B & H Rig and Tong Sales, Inc.

DARRELL JOHN POISSON – NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
My Commission Expires February 1, 2020

(seal)

NOTARY PUBLIC

My commission expires: Feb 1, 2020

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2018,

by _____ as _____

of _____, the Mortgagee. N/A

(seal)

NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

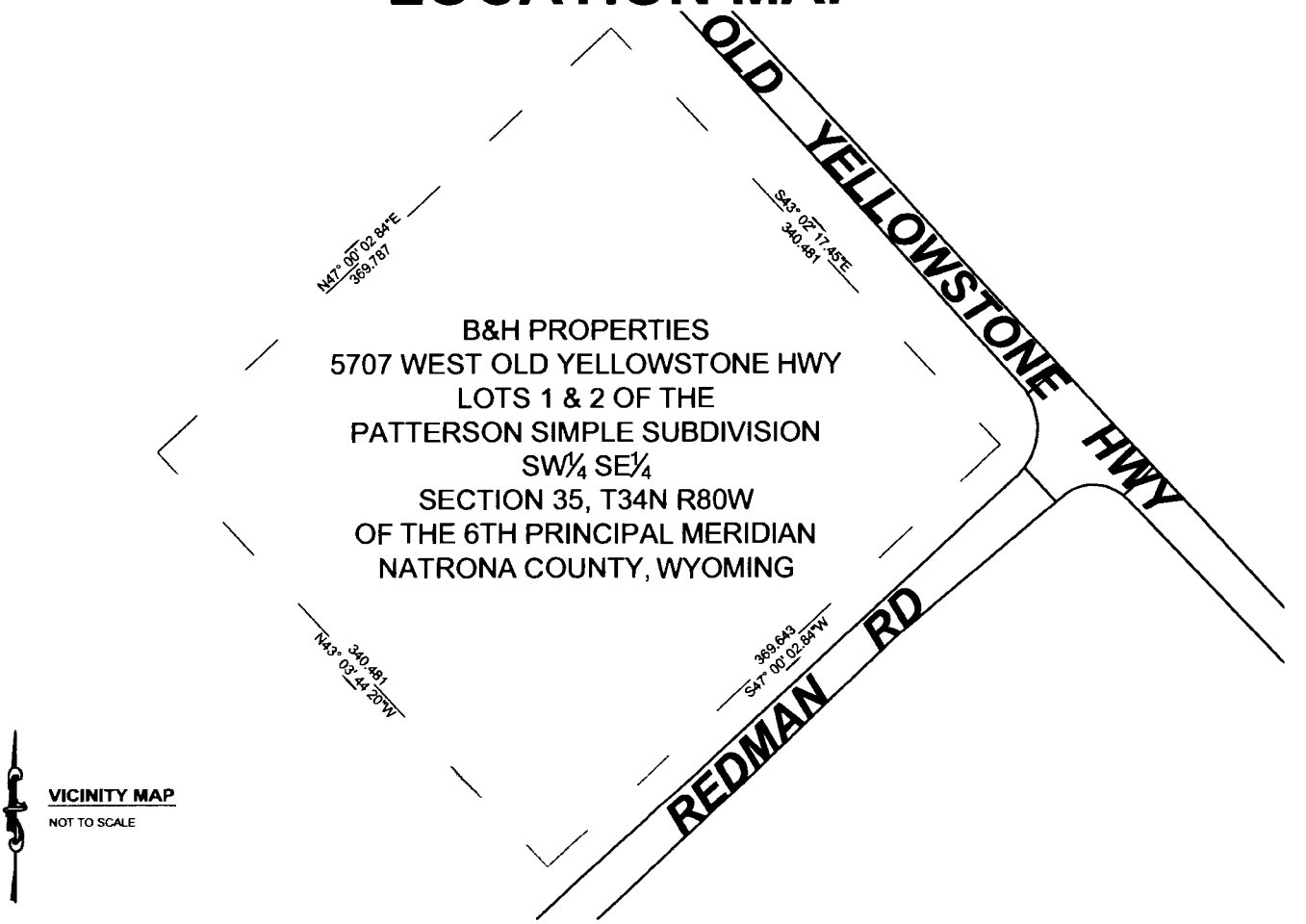
(seal)

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

LOCATION MAP



VICINITY MAP

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Corporate/Partnership Form)

We, Francis W & Virginia S Hodgden, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

B & H RIG AND TONG SALES, INC.
5707 WEST OLD YELLOWSTONE
CASPER, WYOMING NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A"

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the said Owner and Mortgagee, and their heirs, successors, and assigns forever.

B & H Rig and Tong Sales, Inc.
AS OWNER:

5-30-18
Date

By: Francis W Hodgden

Name: Francis W. Hodgden

Title: President

Date

N/A
MORTGAGEE

By:

Name:

Title:

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 30 day of May, 2018, by Francis W. Hodgden, as President of B & H Rig and Tong Sales, Inc.

DARRELL JOHN POISSON – NOTARY PUBLIC
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires February 1, 2020

SEAL

Notary Public

My commission expires: Feb 1, 2020

STATE OF _____)
) ss.
COUNTY OF _____)

N/A

This instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of _____, MORTGAGEE.

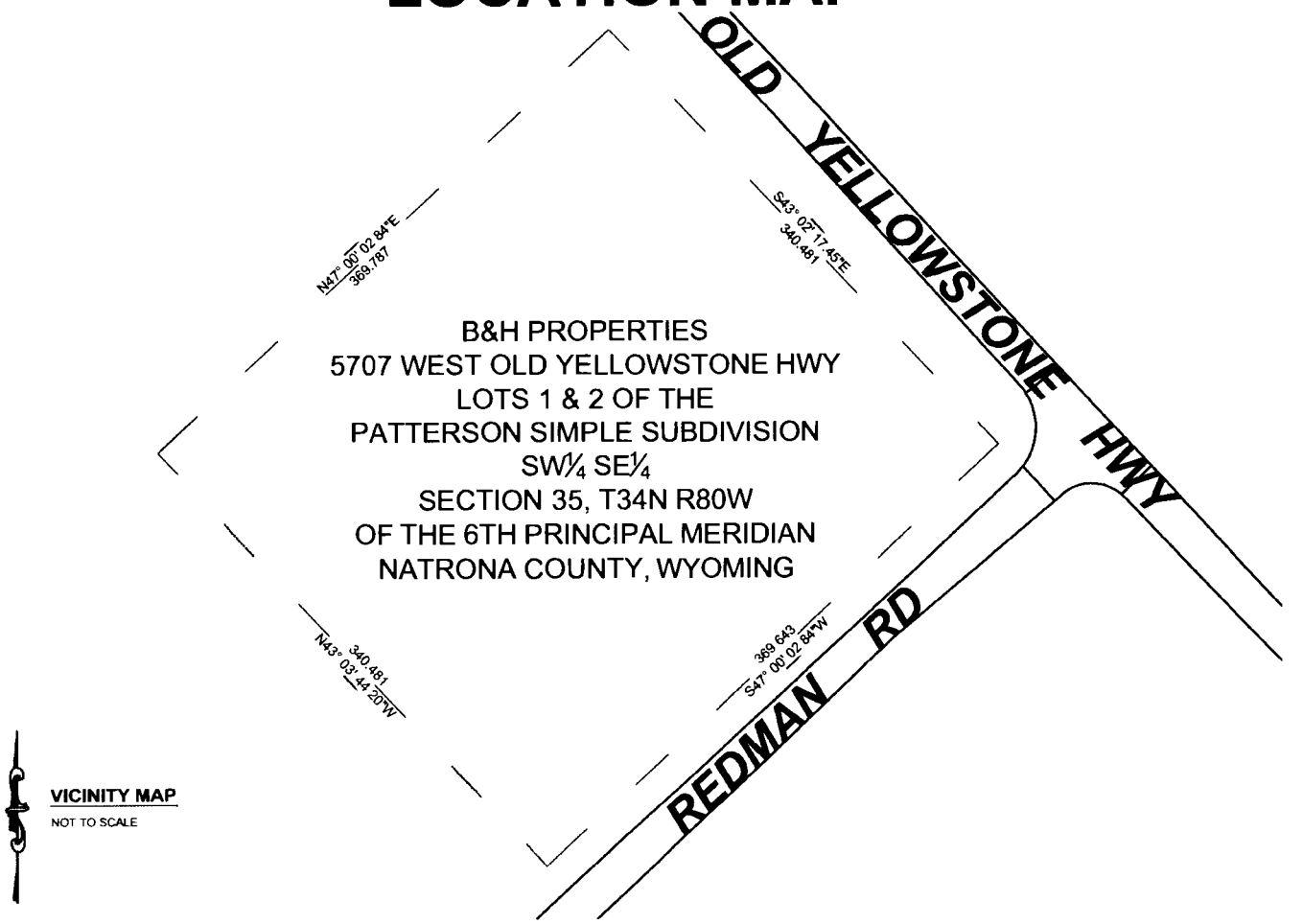
SEAL

Notary Public

My commission expires: _____

EXHIBIT "A"

LOCATION MAP



VICINITY MAP

RESOLUTION NO.18-130

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY SEWER SERVICE WITH B & H RIG AND TONG SALES, INC.

WHEREAS, B & H Rig and Tong Sales, Inc. has requested outside-City sewer service from the City of Casper; and,

WHEREAS, a contract for providing such sewer service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Outside-City Sewer Service with B & H Rig and Tong Sales, Inc., 1300 North Queen Street, Mills, Wyoming.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

APPROVED AS TO FORM:

Walter Trauger IV

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

June 5, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Shad Rodgers, Streets Supervisor
Krista Johnston, P.E., Storm and Waste Water Collections Manager
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Treto Construction, LLC, in the amount of $367,700.00, for the 15th and McKinley Street Intersection Improvements, Project No. 17-091

Meeting Type & Date
Regular Council Meeting
June 19, 2018

Action Type
Resolution

Recommendation
That Council, by resolution, authorize an agreement with Treto Construction, LLC, for the 15th and McKinley Street Intersection Improvements, Project No. 17-091, in the amount of $367,700.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of $35,000.00, for a total project amount of $402,700.00.

Summary
The 15th and McKinley Street Intersection Improvements project is a full reconstruction of the pavement in the intersection as well as improvements to the storm water collection system and a sanitary sewer main replacement. The asphalt in this intersection is in poor condition and will be removed and replaced with concrete. Concrete will require less maintenance and provide a longer service life than an asphalt replacement.

On Tuesday, June 5, 2018, four (4) bids were received from contractors to perform the intersection improvements. The bids received for this work follows:

CONTRACTOR	BUISNESS LOCATION	BID AMOUNT
Treto Construction	**Casper, Wyoming**	**$367,700.00**
Ramshorn Construction	Casper, Wyoming	$592,600.00
Knife River Construction	Caser, Wyoming	$654,360.35
Andreen Hunt Construction	Mills, Wyoming	$680,800.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. As the low bid was received from an in-state contractor, no bid preference was granted. The estimate prepared by the City of Casper Engineering Department was $550,000.00.

Financial Considerations
Funding for this project will be from 1%15 funds allocated to arterials and collectors and funds allocated for Manhole and Main Replacements.

Oversight/Project Responsibility
Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments
Resolution
Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Treto Construction, LLC, P.O. Box 50610, Casper, Wyoming 82609, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to reconstruct the intersection of 15th Street and McKinley Street; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the 15TH AND MCKINLEY STREET IMPROVEMENTS, Project 17-091.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 15TH AND MCKINLEY STREET IMPROVEMENTS, Project 17-091.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper in 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.

Work will be considered substantially complete when all demolition, grading, and installations are complete. Final completion will be granted upon completion of a walk through with Owner's Representative, completion of punchlist, clean up of work site, and de-mobilization.

3.1 The Work will be substantially completed by October 26, 2018, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by November 9, 2018.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages

for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars ($750) 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 ($250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Three Hundred Sixty-Seven Thousand Seven Hundred and 00/100 Dollars ($367,700.00). See Exhibit "A" – Bid Form.

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. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 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 Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

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 Exhibit "A" - Bid Form (BF-1 through BF-4 and BS-1).

8.3 Joint Account Agreement or Letter of Forfeiture waiving same.

8.4 Addenda No. 1.

8.5 Performance and Payment Bonds.

8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.7 Notice of Award.

8.8 Notice to Proceed.

8.9 Minutes of the Pre-Bid Conference, if any.

8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).

8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).

8.12 Technical Specifications, consisting of six (6) sections.

8.13 Special Provisions, consisting of eight (8) sections

8.14 Contract Drawings, consisting of six (6) Sheets

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

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____day of _____, 2018.

The rest of this page is intentionally left blank**

APPROVED AS TO FORM:
(15th and McKinley Intersection Improvements, Project 17-091)

_____

ATTEST:

By: _____

Title: _____

CONTRACTOR:

By: _____

Title: _____

ATTEST:

By: _____
Fleur D. Tremel
Title: City Clerk

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____
Ray Pacheco
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
15TH AND MCKINLEY STREET IMPROVEMENTS, Project 17-091

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by October 26, 2018, and completed and ready for final payment not later than November 9, 2018, in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

   A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

   Addendum No. 01 Dated 06/01/18
   Addendum No. _____ Dated _____

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

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

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

TOTAL BASE BID, IN NUMERALS: $ 367,700.00

TOTAL BASE BID, IN WORDS: Three hundred sixty seven thousand seven hundred and zero cents ---------- DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Treto Construction, LLC
P.O. Box 50610
Casper, WY 82609

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on June 5, 2018.

Bidder is bidding as a ____Resident_____ (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____
_____
_____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

_____
(General Partner)

Business Address: _____
_____
_____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Treto Construction, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: German G. Treto (seal)
Managing Member
(Title)

(Seal)

Attest:

Business Address: P. O. Box 50610
5251 Gladstone St.
Casper, WY 82609

Phone Number: 307-237-8836

A JOINT VENTURE

By: (seal)
(Name)

(Address)

By: (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE
June 5, 2018

15TH AND MCKINLEY STREET IMPROVEMENTS
Project 17-091

Casper, Wyoming

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, funtional project as depicted in the Drawings and Specification are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum, SY = Square Yard, EA = Each, LF = Linear Foot, SF = Square Foot

Bid Schedule

1	Mobilization and Bonds	LS	1	$ 30,000.00	$ 30,000.00
2	F&I Temporary Traffic Control	LS	1	$ 15,000.00	$ 15,000.00
3	F&I Wavetronix Equipment	LS	1	$ 37,000.00	$ 37,000.00
4	F&I Concrete Paving (6" Concrete/4" Grading "W" Base)	SY	2000	$ 62.00	$ 124,000.00
5	R&R Single Storm Inlet	EA	3	$ 2,500.00	$ 7,500.00
6	F&I 18" ASTM F679 PVC Catch Lead	LF	160	$ 40.00	$ 6,400.00
7	R&R Concrete Approach	SF	2000	$ 7.00	$ 14,000.00
8	F&I Truncated Dome Mat	EA	10	$ 150.00	$ 1,500.00
9	R&R Curbwalk/sidewalk/ADA Ramp	SF	5500	$ 6.00	$ 33,000.00
10	R&R Concrete Curb and Gutter (Type B)	LF	150	$ 22.00	$ 3,300.00
11	Adjust Manhole Top & Install Concrete Diamond	EA	4	$ 750.00	$ 3,000.00
12	Adjust Valve Box Top & Install Concrete Diamond	EA	4	$ 350.00	$ 1,400.00
13	Unclassified Excavation	CY	1000	$ 20.00	$ 20,000.00
14	F&I Select Fill	CY	1000	$ 20.00	$ 20,000.00
15	F&I 8" SDR35 PVC Sanitary Sewer Main	LF	280	$ 35.00	$ 9,800.00
16	Reconnect Existing 4" Sanitary Sewer Service	EA	6	$ 300.00	$ 1,800.00
17	Prepare and Paint Existing Traffic Poles	LS	1	$ 10,000.00	$ 10,000.00
18	F&I Inlaid Pavement Markings	LS	1	$ 30,000.00	$ 30,000.00
				TOTAL BID	$ 367,700.00

- **BID IN WORDS:**
  Three Hundred Sixty Seven Thousand Seven Hundred and zero cents

This bid sumitted by: *Treto Construction, LLC*
(Individual, parthership, corporation, or joint venture name)

RESOLUTION NO.18-131

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE 15TH AND MCKINLEY STREET INTERSECTION IMPROVEMENTS, PROJECT NO. 17-091

WHEREAS, the City of Casper ("City") desires to reconstruct the intersection of 15th Street and McKinley Street; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the 15th and McKinley Street Intersection Improvements, Project No. 17-091; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars ($20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Treto Construction, LLC, for those services specified for Project No. 17-091, in the amount of Three Hundred Sixty-Seven Thousand Seven Hundred and 00/100 Dollars ($367,700.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed Three Hundred Sixty-Seven Thousand Seven Hundred and 00/100 Dollars ($367,700.00) and Thirty-Five Thousand and 00/100 Dollars ($35,000.00) for a construction contingency account, for a total price of Four Hundred Two Thousand Seven Hundred and 00/100 Dollars ($402,700.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars ($20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

(Resolution – 15th and McKinley Street Intersection Improvements, Project No. 17-091)

APPROVED AS TO FORM:

Walter Trent IV

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

June 6, 2018

MEMO TO: J. Carter Napier City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Wayne Coleman Construction, Inc., in the amount of $175,307.00, for the Fairdale Avenue Improvements, Project No. 18-032.

Meeting Type & Date:
Regular Council Meeting
June 19, 2018

Action Type
Resolution

Recommendation:
That Council, by resolution, authorize an agreement with Wayne Coleman Construction, Inc., in the amount of $175,307.00, for the Fairdale Avenue Improvements, Project No. 18-032. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $20,000, for a total project amount of $195,307.00.

Summary:
On Wednesday, June 6, 2018, three (3) bids were received for the Fairdale Avenue Improvements, Project No. 18-032. The bids received for this work are as follows:

CONTRACTOR	BUSINESS LOCATION	BASE BID
Wayne Coleman Construction	**Casper, Wyoming**	**$175,307.00**
Treto Construction	Casper, Wyoming	$241,650.00
Knife River	Casper, Wyoming	$268,568.50

The project consists of asphalt surface mill and overlay, concrete replacements, and storm sewer improvements along Fairdale Avenue between East 15th Street and Farnum Avenue. The completion date for the project is September 21, 2018. The estimate prepared by the City Engineering Division was $200,000.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was published in

the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations:
Funding for this project will be from FY18 Miscellaneous Residential Streets, 1%#15 Funds.

Oversight/Project Responsibility:
Andrew Colling, Engineering Tech

Attachments:
Resolution
Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Wayne Coleman Construction, Inc., PO Box 2440, Mills, Wyoming 82644 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to mill and overlay and complete concrete sidewalk and gutter replacements along Fairdale Avenue between Farnum Street and East 15th Street and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as the Fairdale Avenue Improvements Project No. 18-032.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Fairdale Avenue Improvements Project No. 18-032, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by September 21, 2018, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 28, 2018.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars ($500) 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 One Hundred Seventy-Five Thousand Three Hundred Seven and 00/100 Dollars ($175,307.00) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 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 percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

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

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding $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-5, inclusive).

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).

8.4 Addenda No. (0).

8.5 Performance and Payment Bonds.

8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).

8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).

8.9 General Requirements, consisting of seven (7) sections.

8.10 Special Provisions consisting of three (3) sections.

8.11 Notice of Award.

8.12 Notice to Proceed.

8.13 Minutes of the Pre-Bid Conference, if any.

8.14 Contract Drawings, with each sheet bearing the following general title:

Fairdale Avenue Improvements Project No. 18-032

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

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

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2018.

APPROVED AS TO FORM:

Walter Trenor IV

CONTRACTOR:

ATTEST:

Wayne Coleman Construction, Inc.

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
Fleur D. Tremel
Title: City Clerk

By: _____
Ray Pacheco
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
Fairdale Avenue Improvements
Project No. 18-032

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **September 21, 2018,** and completed and ready for final payment not later than **September 28, 2018** in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

   A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

   Addendum No. N/A Dated _____
   Addendum No. _____ Dated _____

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

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

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

TOTAL BASE BID, IN NUMERALS: $ 175,307.00

TOTAL BASE BID, IN WORDS: One Hundred Seventy Five Thousand Three Hundred Seven and 00/100 DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Wayne Coleman Construction, Inc.
PO Box 2440
Mills, WY 82644

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on June 6, 2018.

Bidder is bidding as a Re sident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

_____
(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: W ayne Colema nCon stu ction ,Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: _____ (seal)
Seth M. Coleman, President

(Title)

(Seal)

Attest: _____

Business Address: Wayne Coleman Construction, Inc.
1898 Melodi Lane
Casper, WY 82601

Phone Number: 307-265-3158

A JOINT VENTURE

By: _____ (seal)
(Name)

_____
(Address)

By: _____ (seal)
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE
Fairdale Avenue Improvements
Farnum St. to E. 15th St.
Project No. 18-032

Bid Date: June 6, 2018

COMPANY NAME: Wayne Coleman Construction, Inc.

ADDRESS: 1898 Melodi Lane, Casper, WY 82601

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum
SY = Square Yard
R&R = Remove and Replace
FA = Force Account
LF = Linear Feet
CY = Cubic Yard
F&I = Furnish and Install
EA = Each

ITEM NO.	BASE BID SCHEDULE DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	14,107.00	14,107.00
2	Install Project Signs	EA	2	1,500.00	3,000.00
3	Asphalt Pavement Section Materials Testing	LS	1	2,500.00	2,500.00
4	Remove Asphalt Surfacing by Cold Milling	SY	2500	5.00	12,500.00
5	R&R Asphalt Pavement Section (4" Pvmt/6" Base)	SY	500	40.00	20,000.00
6	Sub-Excavate and Install Foundation Material	CY	50	60.00	3,000.00
7	Furnish & Install Asphalt Leveling Course	TON	50	115.00	5,750.00
8	F&I 2" Asphalt Overlay	TON	300	115.00	34,500.00
9	Adjust Valve Box Top & Install 33" x 33" Concrete Diamond	EA	3	250.00	750.00
10	F&I 8" Perforated Pipe Under Drain	LF	160	85.00	13,600.00
11	F&I Catch Basins	EA	2	5,000.00	10,000.00
12	F&I 18" PVC Storm Sewer Pipe	LF	130	100.00	13,000.00
13	F&I Storm Sewer Manhole (Depths Vary)	EA	3	4,000.00	12,000.00
14	R&R Concrete Sidewalk w/Basecourse	SF	1700	6.00	10,200.00
15	R&R Concrete Approach w/Basecourse	SF	750	7.00	5,250.00
16	R&R Concrete Valley Gutter w/Basecourse	SF	500	7.00	3,500.00
17	R&R Concrete Curbwalk/Sidewalk with Type II or III ADA Ramp	SF	900	7.00	6,300.00
18	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	6	225.00	1,350.00
19	F&I Temporary Traffic Control	LS	1	4,000.00	4,000.00
	TOTAL BASE BID (ADDITION OF ITEMS 1 - 19)				175,307.00

RESOLUTION NO. 18-132

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WAYNE COLEMAN CONSTRUCTION, INC., FOR THE FAIRDALE AVENUE IMPROVEMENTS, PROJECT NO. 18-032.

WHEREAS, the City of Casper desires to perform surface mill and overlay, concrete replacements, and storm sewer improvements along Fairdale Avenue between East 15th Street and Farnum Street for the Fairdale Avenue Improvements Project; and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as Fairdale Avenue Improvements Project, No. 18-032; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars ($20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Wayne Coleman Construction, Inc., for those services, in the amount of One Hundred Seventy-Five Thousand Three Hundred Seven and 00/100 Dollars ($175,307.00).

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 One Hundred Seventy-Five Thousand Three Hundred Seven and 00/100 Dollars ($175,307.00) and Twenty Thousand Dollars ($20,000.00) for a construction contingency account, for a total project amount of One Hundred Ninety-Five Thousand Three Hundred Seven and 00/100 Dollars ($195,307.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars ($20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

APPROVED AS TO FORM:

Wallace Trembath IV

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

June 19, 2018

MEMO TO: J. Carter Napier, City Manager JN

FROM: Tom Pitlick, Financial Services Director TP

SUBJECT: Levy of 8 Mills Property Tax for FY19

Meeting Type & Date
Regular Council Meeting
06/19/2018

Action type
Minute Action

Recommendation
That Council approve the resolution to request Natrona County continue to collect 8 mills of Property Taxes on behalf of the City of Casper.

Summary
The City of Casper has historically levied the full 8 mills and desires to continue levying and assessing the same upon taxable value of property within the limits of the City of Casper.

Financial Considerations
This funding source is expected to provide approximately $4.3 million for FY18 and is budgeted for $4.2 million in FY19.

Oversight/Project Responsibility
Tom Pitlick, Financial Services Director

Attachments
Resolution

RESOLUTION NO. 18-133

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

WHEREAS, Article 15, Section 6 of the Wyoming State Constitution, and 15-1-103 and 15-1-902 of Wyoming State Statutes provide for the City of Casper to levy and assess upon taxable value of property within the limits of the City of Casper up to 8 mills, inclusive of 1/8 mill dedicated to the Casper Municipal Band; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to request that the Natrona County Assessor levy and assess 8 mills upon taxable value of property within the limits of the City of Casper for FY 2019.

PASSED, APPROVED, AND ADOPTED on this 19th day of June, 2018.

APPROVED AS TO FORM:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

May 31, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director
Aaron Kloke, MPO Superviosr

SUBJECT: Authorize a Lease with Casper Area Transportation Coalition, Inc., a Wyoming Non-Profit Corporation, for Two Buildings, Parking Area and Adjacent Land at 1715 East 4th Street, in an Amount of $8,436, Commencing July 1, 2018 through June 30, 2019

Meeting Type & Date:
Regular Council Meeting, June 19, 2018

Action type:
Resolution

Recommendation: That Council, by resolution, approve the lease of two buildings, parking area, and adjacent land located at 1715 East 4th Street, to Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for Fiscal Year 2019, at an annual rent of Eight Thousand Four Hundred Thirty-Six Dollars ($8,436).

Summary: Casper Area Transportation Coalition, Inc., (CATC), desires to continue lesasing two buildings, and an adjoining parking area, for a term of one year. The property shall be used for administrative offices, bus storage, and maintenance, in conjunction with the operation of the transportation system for the elderly, disabled, and general public for the Casper urbanized area.

The City solicited a Request for Proposal (RFP) for transit services in the spring of 2018. Council will consider the approval of the Transit Operations Contract at the June 19, 2018 Council Meeting.

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

Oversight/Project Responsibility:
Aaron Kloke, MPO Supervisor

Attachments:
Casper Area Transportation Coalition Building Lease Agreement
Resolution

LEASE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2018, by and between the City of Casper, Wyoming ("Lessor"), a municipal corporation, 200 North David, Casper, Wyoming, 82601, and the Casper Area Transportation Coalition, Inc. ("Lessee"), a Wyoming non-profit corporation, 1715 East 4th Street, Casper, Wyoming, 82601.

WITNESSETH:

For and in consideration of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. DESCRIPTION OF PROPERTY.

Lessor does hereby agree to lease to the Lessee upon the terms and conditions stated herein the following real property, together with all improvements thereon:

> The two buildings, adjacent parking area, and adjoining land located at 1715 East 4th Street, Casper, Wyoming, all as shown on Exhibit A, which is attached hereto and made part of this Agreement.

2. TERM OF LEASE.

A. The term of this Lease shall be for a period of one (1) year, commencing on the 1st day of July, 2018, and shall remain in force and effect to and including 30th day of June, 2019, unless terminated or extended according to the provisions of this agreement.

B. If Lessor does not agree in writing to extend the lease, it shall expire upon its own term at the end of the lease term. Rental for such renewal period, may, at the option of the Lessor, be increased.

C. Lessor shall conduct an inspection of the premises prior to any lease renewal (see Exhibit B). This inspection shall denote any repairs which must be made to bring the building or other property to the same or better condition than it is currently in by Lessee prior to any lease renewal being approved by the Lessor.

D. In the event Lessee does not extend the term of this lease as provided, and holds over beyond the expiration of the term hereof, such holding over shall be deemed a month-to-month tenancy at the same rental, payable on the first day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

E. This Lease is subject to continued agreements between the Lessor and Lessee for the operation of the Lessor's transit program as referenced in the "Professional Services Contract for Transportation Service" dated June 19, 2018. In the event that the professional services contract is terminated, this Lease shall also be terminated.

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

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

3. RENT.

Lessee agrees to pay as total rental for the premises the amount of Eight Thousand Four Hundred Thirty-Six Dollars ($8,436). Lessee shall pay Seven Hundred Three ($703) per month from July 1, 2018, to June 30, 2019. All monthly payments shall be due and payable on or before the first day of each month for the term of this lease. All late rent payments shall earn interest at the rate of ten percent (10%) per annum, in addition to any other provisions, rights, and remedies set forth in this lease. Payments are late if Lessors do not receive them at the above address on or before the date due.

4. USE OF THE PREMISES.

A. The property must be operated to serve the best interest and welfare of the Lessor and the public. Lessee shall use the premises for the sole and only purpose of administrative offices, vehicle storage, and maintenance in conjunction with Lessee's operation of a transportation system for the elderly, disabled, and general public of Casper and the urbanized areas consisting of Mills, Evansville, Bar Nunn, and parts of Natrona County. Lessee agrees to comply with all laws, ordinances, rules, and regulations of any governmental authority, which are applicable to the conduct of Lessee's business. Lessee shall keep the property free and clear of all liens and encumbrances.

B. Lessee shall not commit, or allow to be committed, any waste on the premises. Lessee shall not maintain, commit, or permit to be maintained or committed any nuisance on the premises.

5. PROPERTY CONDITION AND REPAIRS

A. Lessee has inspected the property and accepts it "as is." The property must be maintained to a high level of cleanliness, safety, and soundness under maintenance procedures listed below.

B. Lessee shall acquire the services of a custodian or janitor for regular cleaning of the

property.

C. Lessor shall maintain the grounds of the property.

D. Lessee shall make all repairs and maintenance, including but not limited to the roof, heating, air conditioning and mechanical systems, electrical systems, plumbing, etc., to the property at Lessee's cost. Lessee shall maintain the property in at least the same condition it is currently in. No alterations, modifications or additions to the premises may be made without written permission of Lessor.

6. CONDEMNATION.

A. If the leased premises or any portion thereof as will make the leased premises unsuitable for the purposes of the Lessee is condemned or taken under right of eminent domain by any legally constituted authority, then in either of such events, this lease shall cease on the date when possession is taken by the condemner and rent shall be due to the Lessor until said date.

B. Such termination shall be without prejudice to the rights of either Lessor or Lessee to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither Lessor nor Lessee shall have any rights in or to any award made to the other by the condemning authority.

7. TERMINATION.

Lessee may terminate this Lease Agreement; provided, however, that Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date. Lessor may terminate, without declaring a default, by also providing written notice to Lessee thirty (30) days before intended termination or next rental due date. This termination ability is in addition to that which is provided for in Section 6 above.

8. INSURANCE AND INDEMNIFICATION.

A. Lessee shall indemnify Lessor and save Lessor harmless from any and all claims, actions, damages, liability, and expense in connections with the loss of life, personal injury, and/or damage to property occurring in or about, or arising from or out of the premises, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors customers, or employees.

B. Lessee agrees to keep the demised premises insured with commercial general liability and commercial property insurance with the following coverages and limits:

Commercial General Liability	
Personal Injury and Advertising Injury	$ 500,000

Per Occurrence Limit	$ 500,000
Fire/explosion/water damage limit	$ 500,000
Medical Expense Limit (Any one Person)	$ 10,000
Commercial Property	
Maximum Deductible per Occurrence	$ 1,000
Building replacement Cost	
1701 East 4th Street - Frame 1,098 square feet	$ 164,700
1715 East 4th Street - joisted masonry, 8,641 square feet	$ 345,640
Sign	$ 5,000

C. Lessee shall furthermore provide that it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor. Lessee shall provide Lessor with proof of insurance evidencing such insurance as outlined above immediately after execution of this agreement and prior to use of the property. Such proof of insurance shall provide a thirty (30) day advance written notice to Lessor of cancellation, reduction of coverage, or non-renewal. In addition, the Lessee shall provide the Lessor with copies of proof of coverage and/or policy endorsements. The Lessor's failure to request or review such proof of coverage shall not affect the Lessor's rights or the Lessee's obligation hereunder.

D. Lessee further agrees to hold the Lessor harmless and defend the Lessor in any and all suits, claims, demands, or actions arising from or relating to the use of the property by Lessee.

9. PERSONAL PROPERTY AND RISK OF LESSEE.

Personal property on the premises shall be at the risk of the Lessee. Lessor shall not be liable for any damage to any personal property at any time in the premises not due to Lessor's negligence which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the premises or from pipes or plumbing works of the same, or from any other place.

10. DEFAULT.

Any of the following events shall constitute a default of this lease:

A. The Lessee's failure to pay any rent to Lessor when the same is due and payable under the terms of this lease.

B. Lessee's failure to perform any other duty or obligations imposed upon it by this lease, and such default having continued for a period of ten (10) days after written notice thereof has been given by Lessor.

C. The filing of a petition in bankruptcy or insolvency or for reorganization under

any bankruptcy act or the making of an assignment for the benefit of creditors by Lessee.

D. The sale of the interest of Lessee in the premises under execution or other legal process.

E. In the event of any such default of Lessee, Lessor may at any time thereafter, with or without notice or demand, and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such default, whether created by statute or case law, and without terminating this lease, re-enter the premises and take possession of the same, and all equipment and fixtures therein, and at any time re-let the premises or any part thereof for the account of Lessee, for such terms upon such conditions and at such rental as Lessor may deem proper. In such event, Lessor may receive and collect rent from such re-letting and apply it against any amount due from Lessee hereunder, including, without limitation, such expenses as Lessor may have incurred in recovering possession of the premises, placing the same in good order and condition, and all other expenses, commissions, and charges, including attorney's fees, which Lessor may have paid or incurred in connection with said repossession and re-letting. Lessor may execute any lease made pursuant hereto in Lessor's name or in the name of Lessee, as Lessor may see fit, and Lessee shall have no right to any rent collected thereunder. Whether or not the premises are re-let, Lessee shall pay Lessor all amounts required to be paid by Lessee to the date of Lessor's re-entry, and, thereafter, Lessee shall pay Lessor, until the end of the term hereof, the amount of all rent and other charges required to be paid by Lessee hereunder, less the proceeds of such re-letting during the term hereof, if any, after payment of Lessor's expenses as provided above. Such payment by Lessee shall be done at such times as are provided elsewhere in this lease, and Lessor need not wait until the termination of this lease to recover these sums.

F. Lessor shall not, by any re-entry or other act, be deemed to have terminated this lease or the liability of Lessee for the total rent reserved hereunder unless Lessor shall give Lessee written notice of Lessor's election to terminate this lease.

G. Lessor shall have the right to cancel and terminate this lease upon default by giving written notice to Lessee, and upon such termination, Lessor shall have the right to re-enter the premises and take possession of the same and all equipment and fixtures therein. In such event, Lessor shall thereupon be entitled to recover from Lessee the greater of the rent and other charges required to be paid by Lessee hereunder for the balance of the term hereof (if the lease had not been so terminated), or the then reasonable rental value of the premises for the same period.

H. Lessor shall not be deemed in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligations within ten (10) days after written notice by Lessee to Lessor, specifying wherein Lessor has failed to perform such obligations; that if the nature of the Lessor's obligation is such that more than ten (10) days are required for its performance, then Lessor shall not be deemed to be in default if it shall commence such performance within such ten (10) day period.

11. LIEN ON PERSONAL PROPERTY AND ABANDONED PROPERTY.

A. All goods, chattels, fixtures, and other personal property belonging to Lessee which are in or are put into the premises during said term shall at all times be bound with a lien in favor of Lessor and shall be chargeable for all rent hereunder and the fulfillment of all other covenants and agreements herein.

B. Should Lessee vacate or abandon the premises and leave any goods or chattels in, upon, or about the premises for a period of more than ten (10) days after such vacation or abandonment or after termination of this lease in any manner whatsoever, then Lessor shall have the right to sell, after ten (10) days written notice to Lessee, all or any part of the property at public or private sale and apply the proceeds of such sale first to the payment of all costs and expenses of conducting the same and caring for or storing the goods and chattels and, second, to apply to the balance, if any, of any indebtedness due from Lessee to Lessor.

12. ENVIRONMENTAL COMPLIANCE.

A. Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001 *et seq.* (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property, in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

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

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

D. Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

1. All foreseeable and unforeseeable consequential damages;

2. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,

3. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

E. Provided, however, that the indemnification provided for herein to Lessor shall be limited to conditions which arose on the leased property subsequent to Lessee's

possession of same. It is not the intent of Lessor to hold Lessee responsible for circumstances arising before Lessee first occupied or assumed possession of the property herein leased. Further, Lessee does not agree to indemnify Lessor for conditions arising on the leased property which are caused by Lessor.

13. ASSIGNMENT, MORTGAGE, OR SUBLEASES.

Lessee shall not assign, sell, mortgage, pledge, transfer or encumber this lease or sublet the premises in whole or in part or permit the premises to be used or occupied by others without the prior consent in writing of Lessor.

14. NUISANCE.

The Lessee shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State and municipal government, and of any and all of their departments and bureaus applicable to said premises.

15. IMMUNITY/GOVERNMENTAL CLAIMS ACT.

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

16. LESSOR'S RESERVED RIGHTS.

Lessor reserves the right to make repairs and improvements, structural or otherwise, in or to the premises as Lessor deems desirable or necessary, so long as said improvements do not interfere with the operation of the conduct of business by the Lessee.

17. GROUNDS MAINTENANCE.

Lessor shall maintain the turf areas. The Lessor shall maintain the irrigation system on the premises, and Lessee shall be liable to the Lessor for damages caused to the leased premises by its operations or failure to properly maintain premises.

18. TAXES.

Lessee shall pay any real estate taxes due on the property when these taxes are due. Lessee shall annually show Lessor the receipt of payment of any real estate taxes as soon as the taxes are paid.

19. UTILITIES.

Lessee shall be responsible for all charges for gas, water, sewer, electricity, light, heat, power, garbage, cable television, telephone, internet or other communication service used, and any other utility service, rendered, or supplied upon or in connection with the leased premises and shall indemnify the Lessor against any liability or damages on such account.

20. NOTICE.

Any notice or demand required by the provisions of this lease to be given to either of the parties shall be deemed to have been given adequately if sent by United States certified or registered mail to the following addresses:

Lessor: City of Casper
200 North David Street
Casper, WY 82601

Lessee: Casper Area Transportation Coalition, Inc. (CATC)
1715 East 4th
Casper, WY 82601

21. NON-SMOKING PREMISES.

The property shall remain non-smoking premises. Casper Municipal Code Chapter 8.16 shall be in effect and enforceable for the buildings on the premises, which shall be considered to be a public place where smoking is prohibited.

22. SIGNS ON PROPERTY.

Lessee shall receive written approval from the City Manager or his designee, prior to placing any signs upon the property. Lessee shall coordinate with the City Manager or his designee regarding the design of any signs prior to requesting such approval.

23. INSPECTION.

Lessor and the Federal Transit Administration (FTA) shall have the right to enter and inspect the premises at all reasonable times. These inspections shall be for the purpose of confirming the existence, condition, and the proper maintenance of the buses and Lessor-owned facilities.

24. INDEMNIFICATION.

A. This agreement is made upon the expressed condition that the Lessor shall be free from all liabilities and claims for damages and/or lawsuits for, or by reason of,

any injury or injuries, to any person or property of any kind whatsoever, from any cause or causes whatsoever, while in or upon the premises or any part thereof, or occasioned by any occupancy or use of said premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor. Lessee agrees that it will protect, indemnify, and hold harmless the Lessor from all injuries, liabilities, costs, losses, expenses, suits, claims, and damages however occurring. Lessee further agrees to defend the Lessor, in any actions filed in court which arise from said injuries, liabilities, costs, losses, expenses, claims, and damages in the event the Lessor is named as a defendant in said court action.

B. The Lessee shall further indemnify Lessor against all expense, liabilities and claims of any kind including reasonable attorney fees by or on behalf of any person or entity arising out of either: 1) a failure of the Lessee to perform any of the terms and conditions of this lease; 2) any injury or damage happening on or about the demised premises; 3) failure to comply with any and all law and any governmental authority; or, 4) any mechanics lien or security interest filed against the demised premise or material or alteration of said property.

25. MISCELLANEOUS.

A. This agreement shall be binding on and shall inure to the benefit of the parties hereto, their heirs, executors, and assigns.

B. Time is of the essence in all provisions of this lease.

C. The failure of Lessor to insist upon strict performance of any of the covenants, agreements, or obligations of this lease shall not be deemed a waiver of any subsequent breach or default of any of the covenants, agreements, or obligations of this lease.

D. Authorized representatives of Lessor may have access to the demised premises at all reasonable hours for the purpose of servicing the utilities that are presently situated on the leased premises. The Lessor further reserves the right to add or place additional utilities in the leased premises at any time.

E. Lessee shall keep the property clear of all nuisances such as weeds, litter, garbage, junk or any other materials that would make said site unsightly and a nuisance to the Lessor.

F. In the event it becomes necessary for Lessor to file suit for the enforcement of any of the terms herein, the Lessor shall be entitled to collect from the Lessee all attorneys' fees and costs. The parties agree that jurisdiction over any disputes to this agreement shall lie in Natrona County, Wyoming.

G. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party, except to the extent incorporated in this agreement. All verbal agreements and understandings have been fully set forth herein. No modifications to this agreement may be made unless they are made in writing and signed by both parties.

H. The undersigned warrant they have authority to execute this agreement on behalf of Lessor and Lessee.

I. Lessee shall not, in any connection with the premises, discriminate against any person in any manner because of race, color, religion, sex, national origin, or disability.

EXECUTED this day and year first above written at Casper, Wyoming.

APPROVED AS TO FORM

LESSOR:
CITY OF CASPER, WYOMING
A Wyoming municipal corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS:

By: Marge Cole

Printed Name: MARGE COLE

LESSEE:

Louis Grunewald, President

EXHIBIT A
PROPERTY MAP

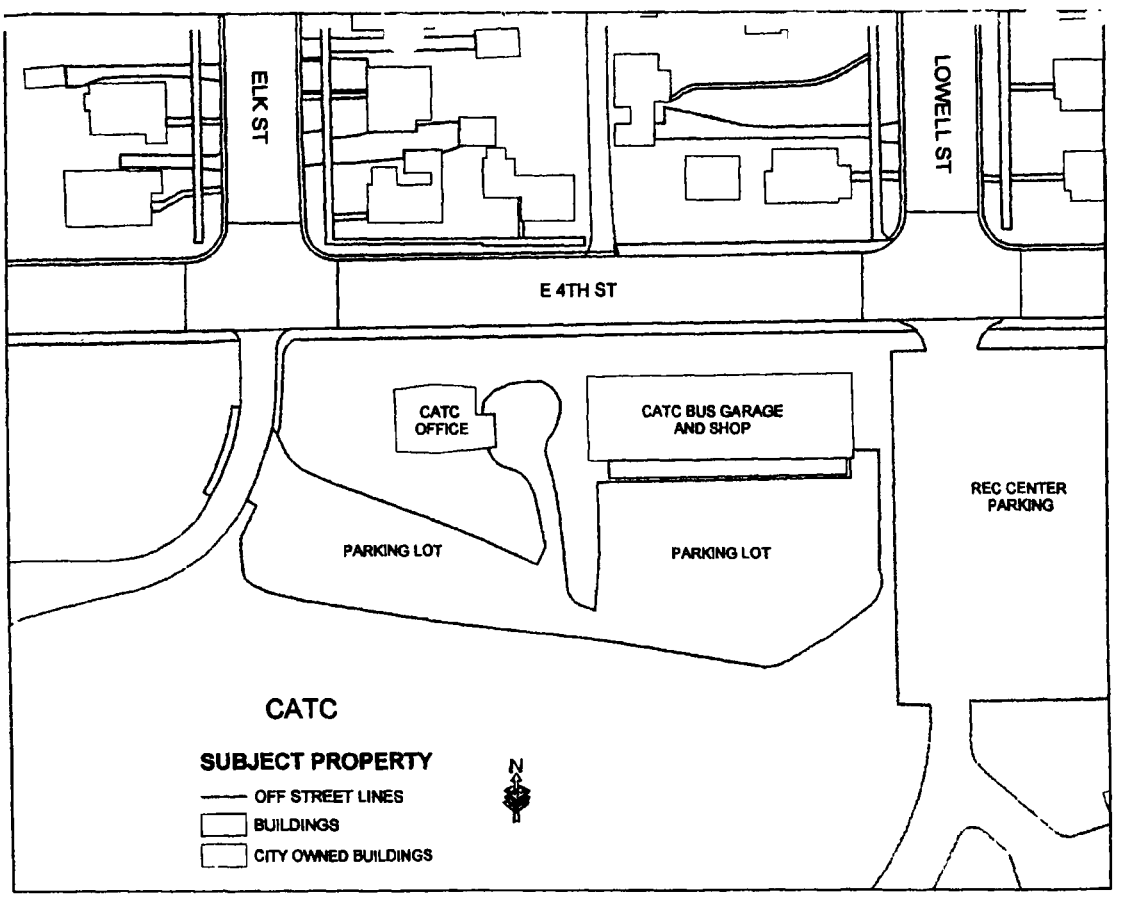


EXHIBIT B

INSPECTION FORM

BUILDING LEASE: CATC

INSPECTION LEGEND: 0 - N/A 1 - GOOD 2 - FAIR 3 - BAD 4 - REPLACE MONTH INSPECTED:

LOCATION LESSEE SHALL BE RESPONSIBLE FOR ALL CUSTODIAL SERVICE AND MINOR MAINTENANCE OF THE BUILDING INCLUDING BUT NOT LIMITED TO	EXTERIOR RESPONSIBILITY																					INTERIOR RESPONSIBILITY																COMMENTS
	MOWING & TRIMMING	FERTILIZING & WATERING	TREE & SHRUBS ABOVE 8' HIGH (REQUESTED)	TREE & SHRUBS UP TO 8' HIGH	FENCES	GATES	PARKING LOTS LIGHTS (WHEN REPORTED)	LIGHTING UP TO 8' HIGH	LIGHTING ABOVE 8' HIGH	SPRINKLERS REPAIR	SPRINKLERS WINTERIZATION	LOCKS ON CITY MASTER SYSTEM PRIMCS	GROUND HAZARDS	CONCRETE SURFACES REPORTED	SNOW REMOVAL OF ALL SURFACES	CLEANING OF ALL WINDOWS	ELECTRICAL	SUPPLIES & MATERIALS	PARKING LOT AREAS (ASPHALT)			ALL CUSTODIAL SERVICE	MINOR MAINTENANCE OF BUILDING	ALL FLOOR CARE	PAINTING	LIGHTING	CLEANING OF ALL WINDOWS	PLUMBING	HVAC CONTRACT	ELEVATOR CONTRACT	FURNITURE AND REPAIR	ELECTRICAL	SUPPLIES & MATERIALS					
INSPECTION LEGEND																																						
LESSEE																																						
(CITY) LESSOR																																						

LEASE ADMINISTRATOR Liz Becher
SIGNATURE: _____

DATE: _____

LESSEE:
SIGNATURE: _____

DATE: _____

RESOLUTION NO. 18-134

A RESOLUTION AUTHORIZING A LEASE TO THE CASPER AREA TRANSPORTATION COALITION, INC., A WYOMING NON-PROFIT CORPORATION, FOR TWO BUILDINGS, THE PARKING AREA, AND ADJACENT LAND AT 1715 EAST 4TH STREET.

WHEREAS, the City of Casper, Wyoming, is the owner of the two buildings, the parking area, and adjacent land located at 1715 East 4th Street.

WHEREAS, the Casper Area Transportation Coalition (CATC) has requested to lease said property under the terms and conditions set forth in the Lease Agreement; and,

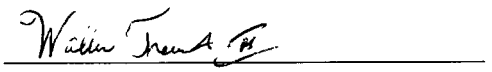
WHEREAS, the term of the Lease Agreement shall be for one (1) year commencing on July 1, 2018, to and including June 30, 2019, for a total rent amount of Eight Thousand Four Hundred Thirty-Six Dollars ($8,436), payable in twelve equal monthly installments to the Lessor at 200 North David Street, Casper, Wyoming; and,

WHEREAS, the property shall be used for administrative offices, bus storage, and maintenance, in conjunction with the Lessee's operation of a public transportation system in the Casper Urbanized Area, consisting of Mills, Evansville, Bar Nunn, and parts of Natrona County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease with the Casper Area Transportation Coalition, Inc. (CATC), a Wyoming Non-Profit Corporation for two buildings, parking area, and adjacent land, located at 1715 East 4th Street, Casper, Wyoming, as more specifically delineated in the lease agreement.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

May 31, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director
Aaron Kloke, MPO Supervisor AK

SUBJECT: Authorize a Contract for Professional Services with the Casper Area Transportation Coalition for Transit Operations in an Amount not to Exceed $1,885,286.

Meeting Type & Date:
Regular Council Meeting, June 19, 2018.

Action Type: Resolution

Recommendation:
That Council, by resolution, authorize a Professional Services Contract with the Casper Area Transportation Coalition (CATC) for transit operations in an amount not to exceed $1,885,286.

Summary:
On April 1, 2018 the City's Metropolitan Planning Organization Division publicly advertised a Request for Proposals (RFP) from contractors interested in managing and operating the Casper Area Transit Services within the City of Casper, Town of Mills, Town of Bar Nunn, and Town of Evansville for the next two (2) years. The RFP was advertised in the newspaper and was placed on the City website. Responses were due May 4, 2018.

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

Financial Considerations:
Funding for this Agreement comes from a Federal Grant (FTA Section 5307), City of Casper General Fund, One Cent #15 allocation, and contributions from other agencies, municipalities, and private groups paid to CATC and remitted to the City. The total City contract for CATC services in FY 2019 includes $1,008,960 in FTA funds for operating and capital assistance, $313,672 for operating and capital assistance from the City of Casper General Fund; $200,000 from local One Cent funds allocated specifically for public transportation, and up to $362,654 that will come from CATC through their service contracts with Mills, Evansville, Bar Nunn,

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

Any reductions to transit services would not be able to be implemented immediately July 1, 2018 at the beginning of the fiscal year. Therefore, the proposed contract to be presented to Council on June 19th reflects transit's status quo budget to maintain existing services until route modifications are implemented. The contract includes language stating that any budget reductions due to route modifications may require amendments to the agreement at a later date.

Route modifications are expected to be implemented in the Fall of 2018 to achieve cost savings from the City General Fund. Amendments to the proposed contract are expected at a later date to achieve a budget that includes $878,240 in FTA funds for operating and capital assistance, $200,000 for operating and capital assistance from the City of Casper General Fund; $200,000 from local One Cent funds allocated specifically for public transportation, and up to $362,654 that will come from CATC through their service contracts.

Oversight/Project Responsibility:
Aaron Kloke, MPO Supervisor

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 _____, 2018 by and between the following parties:

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

2. Casper Area Transportation Coalition, Inc., a Non-Profit Corporation, 1715 East 4th, Casper, Wyoming 82601, hereinafter referred to as "CATC" ("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 support transit services in the City.

B. The project requires professional services for the demand response and fixed route transportation for the City and members of its general public.

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

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

A. Contractor shall operate a demand response transportation system for the general public of the City, and the urbanized area of Mills, Evansville, Bar Nunn, and parts of Natrona County. The boundaries of the urbanized areas are shown on Exhibit

"A." The Contractor shall place an emphasis on services for the elderly and disabled.

B. Contractor shall operate a fixed route transportation system for the general public of the City within the boundaries of the City of Casper.

C. Contractor shall provide a demand response transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday and on Saturday from 7:30 a.m. to 3:30 p.m. The Contractor may discontinue transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate with approval of the City.

D. Contractor shall provide a fixed route transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday and on Saturday from 7:30 a.m. to 3:30 p.m. The Contractor may discontinue fixed route transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate with the approval of the City.

E. Contractor shall promote the services offered through appropriate informational programs. The programs must be approved by the City prior to implementation.

F. Contractor shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto.

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

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

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

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

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

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

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

K. Other Reports and Records:

1. Contractor shall keep and maintain proper records reflecting all revenues and expenditures.

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

Monthly.

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

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

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

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

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

   a. Benefits derived by the community resulting from transit service provided under this Contract during the previous fiscal year.

b. Description and analysis of the existing system, including, but not limited to:

   i. Description of operations, including hours of operation, location and description of operations location, service area, number of rides provided, ridership profile, and operating costs, etc.
   ii. Inventory of fleet, including fleet size, type, year of manufacture, condition, service history during previous year, and anticipated year each vehicle will be retired.
   iii. Inventory of all capital items owned by the City.

c. Summary of actions taken by the Contractor in response to specific City requests made in writing by the Community Development Director during the contract year.

d. Summary of specific actions taken by the Contractor to implement projects that were planned in the prior contract year.

2. Description of Public Outreach efforts

a. Hold a minimum of one (1) meeting with the general public in March of each year during the term of the Contract, to discuss the existing service needs and proposed service changes (if any). Prepare a summary of the same for the Community Development Director.

   i. These meetings should be publicly advertised for a designated time and place.
   ii. Meetings may come in many different forms, such as presentation, an open house, a charrette, a panel discussion, a stakeholder meeting, a public hearing, or other City-approved formats.
   iii. The meetings should address a specific agenda to be determined in consultation with the City.
   iv. The March meeting should address the annual Program of Projects and TIP required for FTA.
   v. A presentation, discussion, or activities to facilitate the advertised agenda.
   vi. Data collection, if necessary.
   vii. Opportunities for public comment.
   viii. Informal activities, which may address but are not focused on transit, do not meet the intent of this section unless the Contractor receives prior approval from the City.

b. Document informal activities, such as community fairs or expos, presentations to civic groups, or related public meetings which may address transit issues.

3. Recommend to the Community Development Director activities to improve service and operations efficiency.

4. Recommend to the Community Development Director a three (3) year operations plan. The recommended plan shall include, but may not be limited to, the following:

   a. Description of project operational goals, objectives, and performance measures.

   b. Proposed preventive maintenance planning and scheduling and how the Contractor intends to ensure compliance with FTA regulations thereto.

   c. Staffing levels and staffing issues.

5. Recommend to the Community Development Director a three (3) year financial plan. The recommended plan shall include, but may not be limited to, the following:

   a. Complete financial information showing projected income by each source.

   b. Total revenue from all sources.

   c. Plans to request and use any State Transportation Grant Funds the Contractor receives from the State. The City reserves its right to reject any and all of the proposed expenditures. In addition, the City retains its prerogative to substitute, or offer alternative transit projects for which the funds will be used.

   d. This information shall include, but may not be limited to, projected local match, program income, contract revenue, donations, etc.

6. Recommend to the Community Development Director a three (3) year capital plan with and written justification for the same.

   a. This summary shall include specifics on each proposed capital purchase, including use, estimated cost, year of purchase, and expected life span, and method of finance.

b. A Fleet Management Plan which addresses the following over a five to ten (5-10) year period:

i. Vehicle type in operation and anticipated to be in operation
ii. Vehicle life expectancy
iii. Policies for Peak and Spare vehicles
iv. Strategies for acquisition of new vehicles
v. Policies for maintenance and operations
vi. Composition of the fleet

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

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

M. Turndowns

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

N. Complaints

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

O. Information

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

P. Commercial Advertising

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

Q. Personnel

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

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

R. Procurement Procedures

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

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

S. Payment of Bills and Claims

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

T. Renewal

This agreement may be renewed administratively by mutual written agreement of the parties, for a term not exceeding five (5) consecutive years, in one year increments, providing the Contractor has provided the City with satisfactory service, and under such terms and conditions as they may agree upon. In the event that the Contractor desires to extend the agreement, it shall advise the City in

writing at least ninety (90) calendar days prior to the expiration of this agreement. The City shall have ten (10) business days to respond. At the end of the five year term the contract shall automatically expire and the City shall rebid the service in accordance with FTA regulations.

This agreement comprises year one (1) of two (2) of the contract period.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken on July 1, 2018 and completed on or before the 30th day of June 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Million Eight Hundred Eighty-Five Thousand Two Hundred and Eighty-Six Dollars ($1,885,286) for FY 2019.

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

This agreement is specifically made subject to the Council-approved FY 2019 budget related but not limited to the City's General Fund and the City's 1% #16 Fund. If budget amendments occur that reduce this contract's Compensation for services, found in Section 3, this contract's Scope of Services, found in Section 1, may also be amended by ways of, but not limited to, service reductions, reduced hours, or fixed-route system modifications.

City Financial Obligation using Local funds
The City's financial obligation pursuant to this Agreement shall not exceed the sum of Five Hundred Thirteen Thousand Six Hundred and Seventy-Two Dollars ($513,672). Contractor may request reimbursement for eligible costs of these funds through June 30, 2019. These funds shall be disbursed as follows:

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

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

City Financial Obligation using Federal funds
The City's financial obligation using FTA grant monies pursuant to this Agreement shall not exceed the sum of One Million Eight Thousand Nine Hundred Sixty Dollars ($1,008,960) during Fiscal Year 2019.

Contractor's Financial Obligation from Contributions
Contractor will only provide City the portion needed to match the amount spent through the federal grant amount for transit operations up to an amount not to exceed Three Hundred Sixty-Two Thousand Six Hundred Fifty-Four Dollars ($362,654) no later than June 30, 2019. Contractor shall provide monthly summaries of expenses incurred broken out by federal grant total, City local match, and other local match to verify accurate match funding is being billed.

City's Total Financial Obligation from Local and Federal funds
It is expressly understood and agreed that in no event shall the amount of Federal and City funding to be paid pursuant to the Agreement exceed One Million Five Hundred Twenty-Two Thousand Six Hundred Fifty-Seven Dollars ($1,522,632) for FY 2019.

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

Walter Trunk

ATTEST

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

WITNESS

By: Don Keyser

Printed Name: Don Keyser

Title: Accounting Administrator

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

By: Louis Grunewald

Printed Name: Louis Grunewald

Title: President

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

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

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

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

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

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

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

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

Casper Area Transportation Coalition, Inc.

Witness:

By: Marge Cole

Printed Name: MARGE COLE

Title: Executive Director

Date: 6-14-18

A Wyoming Non-Profit Corporation

Louis Grunewald
President

Date:

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 Dat*e 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

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

FEDERAL CONTRACTUAL PROVISIONS

1. Required Clauses

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

2. Contractor Changes

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

3. Insurance and Indemnification

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

B. *Minimum Scope and limit of Insurance.*
Coverage shall be at least as broad as:

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

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand ($500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

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

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

D. *Other Insurance Provisions*

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

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

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

3. *Notice of Cancellation*

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

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

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

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

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

8. *Verification of Coverage*
   Contractor shall furnish the Agent with original certificates and amendatory

endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agent before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agent reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

4. Audit and Inspection of Records

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

5. Termination for Convenience

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

6. Communications

Communications in connection with this Contract shall be in writing and shall be delivered

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

7. Immunity/Governmental Claims Act

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

8. Compliance with Regulations

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

9. Nondiscrimination

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

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

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

11. Sanctions for Noncompliance

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

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

12. Incorporation of Provisions

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

13. Subletting of Contract

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

14. Licensing and Permits

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

15. Equal Opportunity

A. The Contractor will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964, as amended, Executive Order 11375, and the supplemented in Department of Labor Regulations 41 C.F.R. Part 60 and of the rules, regulations, and relevant orders of the Secretary of Labor.

B. In implementing this project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. This provision is not applicable to contracts for standard commercial supplies or raw materials.

16. Conservation

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

17. Environmental Violations

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

18. Waiver

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

19. Prohibited Interest

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

20. Interest of Contractors

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

21. Integrity

A. To prevent fraud, waste and abuse in federal transactions, the persons or entities which by events or behavior potentially threaten the integrity of federally administered programs excluded from participation in FTA assisted programs. Contractors are required to certify that they are not debarred, suspended, ineligible or voluntarily excluded from participation in federally assisted transactions.

B. The Contractor hereby certifies with its signature of its submission of Certificate of Debarment and Suspension, that neither it nor any of its subcontractors are debarred, suspended, ineligible, or voluntarily excluded from participation in Federally-assisted projects.

22. Default

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

23. Remedies Upon Default

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

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

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

25. No Obligation by the Federal Government

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

B. The Contractor agrees to include that above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions and with concurrence by the Federal Government.

26. Access to Records

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

27. Incorporation of FTA Terms

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

28. Disputes, Breaches, Defaults, or Other Litigation

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

A. Notification to FTA - The City of Casper agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or

enforcement of Federal laws or regulations. If the City of Casper seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA before doing so.

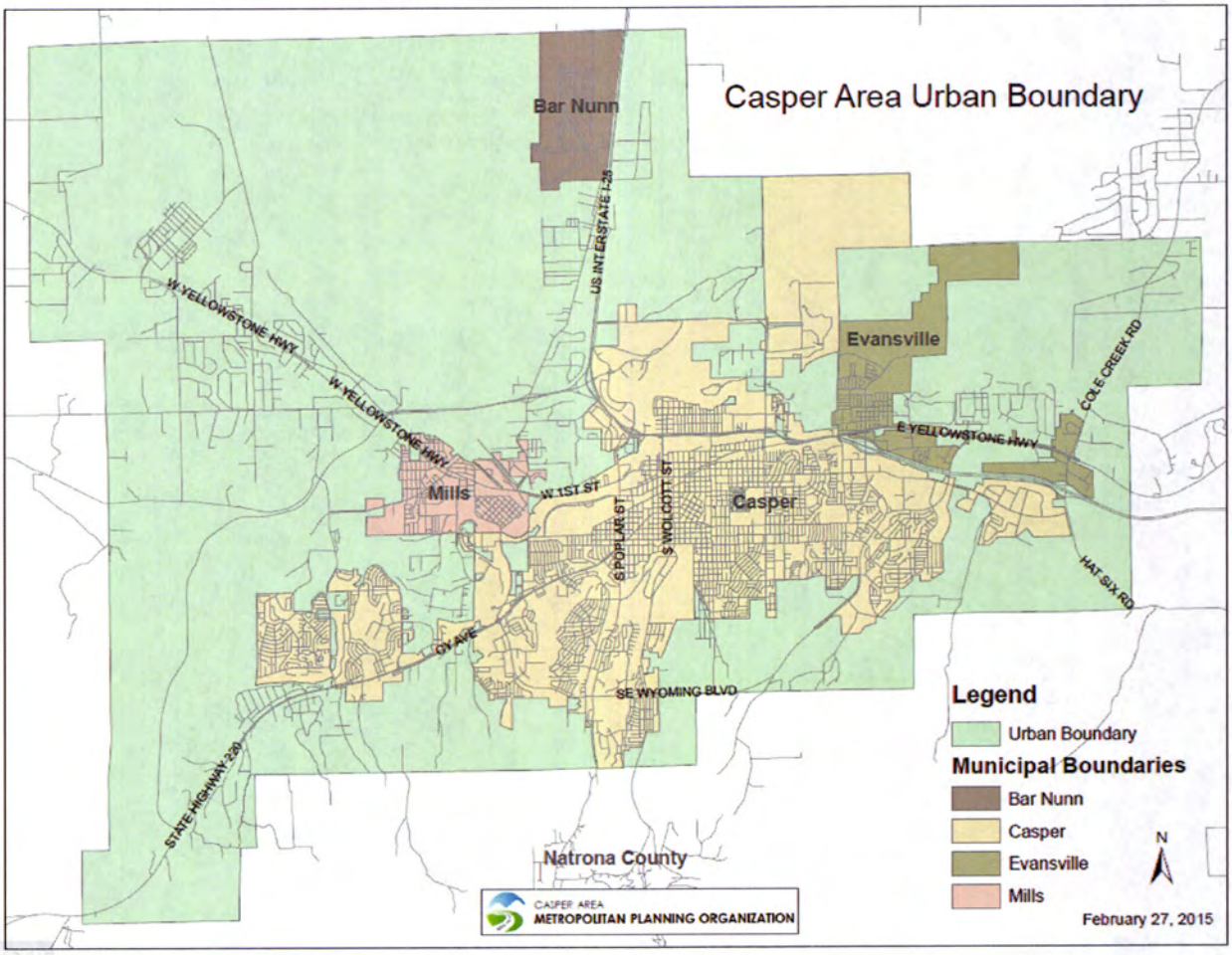
B. Federal Interest in Recovery - The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the City of Casper may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.

C. Enforcement - The City of Casper agrees to pursue all legal rights provided within any third party contract.

D. FTA Concurrence - FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the City of Casper.

E. Alternative Dispute Resolution - FTA encourages the City of Casper to use alternative dispute resolution procedures, as may be appropriate.

EXHIBIT A


Casper Area Urban Boundary
Bar Nunn
Evansville
Mills
Casper
Natrona County
W YELLOWSTONE HWY
W YELLOWSTONE HWY
US INTERSTATE I-25
W 1ST ST
S POPLAR ST
S WOLCOTT ST
E YELLOWSTONE HWY
COLE CREEK RD
HAT SIX RD
CY AVE
SE WYOMING BLVD
STATE HIGHWAY 220
Legend
Urban Boundary
Municipal Boundaries
Bar Nunn
Casper
Evansville
Mills
N
February 27, 2015
CASPER AREA
METROPOLITAN PLANNING ORGANIZATION

RESOLUTION NO.18-135

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CASPER AREA TRANSPORTATION COALITION, INC., (CATC), A WYOMING NON-PROFIT CORPORATION, FOR FISCAL YEAR 2019.

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services contract between the City of Casper and Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for Fiscal Year 2018-2019, in an amount not to exceed One Million Eight Hundred Eighty-Five Thousand Two Hundred and Eighty-Six Dollars ($1,885,286).

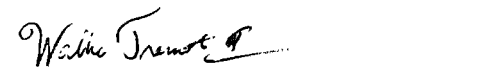
BE IT FURTHER RESOLVED: That the contract amount for the City's financial obligation shall not exceed Five Hundred Thirteen Thousand Six Hundred and Seventy-Two Dollars ($513,672), with the rest of the funding to come from Federal grants to the City as detailed in the Professional Services Agreement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

BE IT FURTHER RESOLVED: That the contract amount for CATC's financial obligation shall be for only those funds necessary to match the amount spent through the federal grant up to an amount not to exceed the sum of Three Hundred Sixty-Two Thousand Six Hundred Fifty-Four Dollars ($362,654).

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

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

May 31, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director
Aaron Kloke, MPO Superviosr

SUBJECT: Authorize a Lease for the Use of Certain City-Owned Vehicles to Casper Area Transportation Coalition, Inc., A Wyoming Non-Profit Corporation, for the Transportation of the Elderly, Disabled, and General Public, for an annual fee of Twenty-Five Dollars ($25.00) Commencing 2018 through June 30, 2019

Meeting Type & Date:
Regular Council Meeting
June 19, 2018

Action type:
Resolution

Recommendation: That Council, by resolution, approve a lease agreement for twenty-one (21) lift-equipped transit vans/buses with Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for the transportation of the elderly, disabled, and general public for Fiscal Year 2019.

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

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

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

Oversight/Project Responsibility:
Aaron Kloke, MPO Supervisor

Attachments:
Casper Area Transportation Coalition Vehicle Lease Agreement
Resolution

LEASE AGREEMENT

THIS LEASE is entered into this _____ day of _____, 2018 between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "Lessor," and Casper Area Transportation Coalition, Inc., a Wyoming non-profit corporation, 1715 East 4th Street, Casper, Wyoming 82601, hereinafter referred to as "Lessee."

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

1. LEASED PREMISES.

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to take from Lessor, for the term hereinafter provided, and any renewals thereof, property described in "Exhibit A" ("Vehicle Inventory") which is attached hereto and hereby made part of this lease by this reference.

2. LEASE TERM.

A. The term of this Lease shall be for a period of one (1) year commencing on the 1st day of July, 2018, to and including the 30th day of June, 2019.

B. This Lease is subject to continued agreements between the Lessor and Lessee for the operation of the Lessor's transit program as referenced in the "Professional Services Contract for Transportation Service" dated June 19, 2018. In the event that the professional services contract is terminated, this Lease shall terminate automatically.

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

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

3. RENT.

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

4. PURPOSE.

A. The property must be operated to serve the best interest and welfare of the Lessor and the public. Lessee shall use the vehicles in conjunction with Lessee's operation of a demand responsive (Dial-a-ride) and fixed route transportation system for the elderly, disabled, and general public of Casper and the urbanized areas consisting of Mills, Evansville, Bar Nunn, and parts of Natrona County (all together, hereinafter referred to as the transit program).

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

5. INSURANCE.

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

Automobile Liability	
Per occurrence limit	$500,000
Auto medical Payments	$ 5,000
Uninsured Motorists	$500,000

Physical Damage

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

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

6. SUBLEASE.

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

7. TERMINATION.

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

8. MAINTENANCE AND CONDITION.

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

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

B. Additional maintenance responsibilities of the Lessee are attached hereto as "Exhibit B," and are hereby made a part of this lease. "Exhibit B" consists of the following documents:

1) "City of Casper Transit Bus Maintenance Plan, dated 1/15/18," (3 pages);
2) "Appendix A", "City of Casper Transit Bus Roster," (1 page);
3) "Appendix B", "Vehicle Inspection," (1 page), and
4) "Appendix C", "Lift Inspection Checklist," (1 page).

9. RETIRING VEHICLES.

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

10. LEASE RENEWAL.

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

11. LICENSE FEES AND TAXES.

Lessee agrees that it shall pay to any governmental entity, on behalf of Lessor, any and all taxes, assessments, or license fees which may be assessed against the vehicles or required for the use of the property by any governmental agency upon reasonable notice by Lessor or any other governmental entity as to the amount due and owing.

12. WAIVER.

The waiver of any breach in any of the terms and conditions of this lease shall be limited to the act or acts constituting such default and shall never be construed as being a continuing or permanent waiver in any such term or conditions, all of which shall be and remain in full force as to future acts or happenings notwithstanding such individual waiver or any default thereof.

13. IMMUNITY/GOVERNMENTAL CLAIMS ACT.

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

14. COMMERCIAL ADVERTISING ON VEHICLES.

All commercial contracts for advertising on the vehicles set forth in "Exhibit A" shall be submitted to the Community Development Director for review and approval, prior to execution. All revenue from the advertising shall be considered transit program income.

15. MISCELLANEOUS COVENANTS.

A. Lessee will allow no liens to be placed upon the leased vehicles.

B. Lessor shall have access to the lease property at all reasonable times for the purpose of inspection and repair.

C. Lessee shall comply with all local, state, and federal laws and regulations.

D. Lessee agrees that it has examined the leased vehicles set forth in Section 1 and "Exhibit A", and accepts the same in their present condition.

E. This lease shall be construed, interpreted and enforced pursuant to Wyoming law, and any litigation regarding this lease shall be brought in a court of competent jurisdiction located in Natrona County, Wyoming.

F. Lessee shall perform daily safety inspections of vehicles prior to beginning day's service. Vehicles that fail to meet the safety inspection standards shall not be placed in service until the safety deficiency is corrected.

G. The Lessee shall immediately notify the Community Development Director of any vehicle accident involving said leased vehicles.

H. Lessor and the Federal Transit Administration (FTA) shall have the right to enter and inspect the premises at all reasonable times. These inspections shall be for the purpose of confirming the existence, condition, and the proper maintenance of the buses.

EXECUTED by the parties hereto on the day and year first above written.

APPROVED AS TO FORM:

Walter Trauscht III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS:

By: Marge Cole

Printed Name: MARGE COLE

LESSEE:

Louis Grunewald, President

EXHIBIT A

VEHICLE INVENTORY

CASPER AREA TRANSPORTATION COALTION, INC
The Bus
VEHICLE INVENTORY
May-18

VEHICLE #	Year	Description	Grant #	VIN #	Purchased Date Yr Manufacture	Purchased Price	Federal Percentage	Condition	Scheduled Disposition Date	Current Odometer	LOCATION IN CASPER	VESTED TITLE	FTA Regulation for Disposition
230070	2009	26 pass GMC Turtle Top	WY-96-X002	2117-1GBJ5V1G99F413077	12/31/2009	$128,415.00	$128,415.00	Fair/Poor	**2015**	212,251	1715 E 4TH ST	City of Casper	7 years or 200,000 miles
230075	2012	30 Passenger Freightliner Champion	JARC 5316	1FVACWDU8DHFE5448	12/31/2012	ARRA $120,889.00	$96,711.20	Good	**2019**	165,661	1715 E 4TH ST	City of Casper	7 years or 200,000 miles
230076	2012	30 Passenger Freightliner Champion	WY-90-0050	1FVACWDUXDHFE5449	12/31/2012	$120,889.00	$96,711.20	Good	**2019**	183,426	1715 E 4TH ST	City of Casper	7 years or 200,000 miles
230077	2013	Ford E450 Starcraft Allstar wc equip	WYDOT	1FDEFE4FSXDDA93230	8/19/2013	$67,144.00	$57,072.00	Excellent	2018	146,664	1715 E 4TH ST	Town of Evansville	5 years or 150,00 miles
230078	2013	Ford E450 Starcraft Allstar wc equip	WYDOT	1FDEFE4FSXDDA93292	8/19/2013	$67,144.00	$57,072.00	Excellent	2018	162,628	1715 E 4TH ST	Town of Mills	5 years or 150,00 miles
230080	2015	Ford 550 Super Duty wc equip	FTA	1FDAF5GT4FEC39607	4/2/2015	$105,490.00	$84,392.00	Excellent	2021	110,844	1715 E 4TH ST	City of Casper	7 years or 200,000 miles
230085	2016	Ford F550 wc equip	WYDOT 5339	1FDGF5GT0GEC33086	11/4/2016	$114,979.00	$91,983.00	Excellent	2023	40,186	1715 E 4TH ST	City of Casper	7 years or 200,000 miles
230086	2016	Ford F550 wc equip	WYDOT 5339	1FDGF5GT4GEC05856	11/4/2016	$114,979.00	$91,983.00	Excellent	2023	52,660	1715 E 4TH ST	City of Casper	7 years or 200,000 miles
230088	2018	Ford F550 w/c equip Startrans	WYDOT 5339	1FDAF56T6HEE66462	4/2/2018	$114 979.00	$91,983.00	Excellent	2025	57	1715 E 4TH ST	WYDOT/City	7 Years or 200,000 miles
230089	2018	Ford F550 w/c equip Startrans	WYDOT 5339	1FDAF5GT3HEE37159	4/2/2018	$114,979.00	$91,983 00	Excellent	2025	91	1715 E 4TH ST	WYDOT/City	7 Years or 200,000 miles

CATC
VEHICLE INVENTORY
May-18

VEHICLE #	Year of Manufacture	Description	Grant # 5307	VIN #	Purchased Date	Purchased Price	Federal Percentage	Condition	Disposition Date	Current Odometer	Location in Casper	FTA Regulation for Retirement	Vested Title
230041	2001	6 passenger Ford Van wc lift equip	WY-90-X028	1FTSE34L81H850151	12/30/2001	$42,899.00	$39,572.80	Fair	2010	58,163	1715 E 4th St	n/a	City of Casper
230063	2008	18 passenger Ford El Dorado wc lift equip - ***RETIRED 1-22-18*** #63 ElDorado EBC Inc.- AeroTech	WY-90-X039	1FD4E45S38DB23408	5/10/2008	$64,385.00	$51,508.00	Fair	*1/22/2018*	237,454	1715 E 4th St	5 years or 150,00 miles	City of Casper
230065	2009	12 passenger Ford El Dorado wc lift equip #65 ElDorado EBC Inc.- AeroTech	WY-90-X044	1FDEE35S19DA90604	11/30/2009	$54,975.00	$43,980.00	Good	2014-2017	217,645	1715 E 4th St	5 years or 150,00 miles	City of Casper
230066	2009	12 passenger Ford El Dorado wc lift equip #66 ElDorado EBC Inc.- AeroTech	WY-90-X044	1FDEE35S39DA90605	11/30/2009	$54,975.00	$43,980.00	Good	2014-2017	215,287	1715 E 4th St	5 years or 150,00 miles	City of Casper
230067	2009	12 passenger E350 Ford El Dorado wc lift equip #67 Elkhart Coach - EC II	WY-90-X044	1FDEE35S59DA90606	11/30/2009	$54,975.00	$43,980.00	Good	2014-2017	229,951	1715 E 4th St	5 years or 150,00 miles	City of Casper
230069	2010	12 passenger Ford Turtletop wc lift equip #69 Elkhart Coach - EC II	WY-96-X002	1FDEE33FSXADA12972	12/31/2009	$50,654.00 ARRA	$50,654.00	Good	2015-2017	218,268	1715 E 4th St	5 years or 150,00 miles	City of Casper
230072 pport vehicle	2010	7 passenger Dodge Amen-Van wc lift #72 DTD Dodge-Caravan	WY-96-X002	2D4RN4DE0AR184713	2/16/2010	$36,985.00 ARRA	$36,985.00	Excellent	2019-2020	45,550	1715 E 4th St	5 years or 150,00 miles	City of Casper
230073	2010	16 passenger Ford El Dorado HYBRID WC Lift Equipped #73 GCC-Goshen Coach-Hybrid	WY-96-X002	1FDFE4FL3ADA21080	9/15/2010	$111,498.00 ARRA	$111,498.00	Poor	2015-2018	119,405	1715 E 4th St	5 years or 150,00 miles	City of Casper
230074	2012	16 passenger Ford E450 Elkhart WC Lift Equipped #74 Elkhart Coach EC II	WY-90-0050 WYDOT	1FDFE4FS0CDB30462	12/28/2012	$70,938.00	$56,750.40	Excellent	2017-2018	139,760	1715 E 4th St	5 years or 150,00 miles	City of Casper
230079	2014	E-350 Ford Elkhart 13 pass wc equip Lift Model #NL9171B3751-2 Serial #D A 00151 #79 Elkhart Coach-EC II	5310-13-FTA-76	1FDEE3FL0EDA18262	2/14/2014	$53,290.00	$42,632.00	Excellent	2019-2018	162,628	1715 E 4TH ST	5 years or 150,00 miles	City of Casper WYDOT
230081	2016	Ford E-350 Lift Model	5310-13-FTA-76	1FDEE3FL5GDC07119	10/12/2015	$53,341.00	$45,340.00	Excellent	2019-2018	78,099	1715 E 4TH ST	5 years or 150,00 miles	City of Casper WYDOT
230082	2016	Chevrolet G4500 Elkhart 18 Passenger wc equip	FTA 5307	1GB6GUBL7G1128056	1/15/2016	$84,187.00	$75,559.00	Excellent	2021-2021	60,632	1715 E 4TH ST	5 years or 150,00 miles	City of Casper
230083	2016	Chevrolet G4500 Elkhart 16 Passenger wc equip	FTA 5307	1GB6GUBL7G1126594	1/15/2016	$83,646.00	$71,099.00	Excellent	2021-2021	72,891	1715 E 4TH ST	5 years or 150,00 miles	City of Casper
230084	2016	Chevrolet G4500 Elkhart 16 Passenger wv equip	FTA 5339	1GB6CUBL2G1316741	1/15/2016	$83,646.00	$71,099.00	Excellent	2021-2021	34841	1715 E 4TH ST	5 years or 150,00 miles	City of Casper
230087	2017	Ford E450 WorkTrans 16 Passenger wc lift equipped	FTA 5339	1FDFE4FS6HDC72080	12/8/2017	$70,000.00	$56,000.00	Excellent	2022-2022	10525	1715 E 4TH ST	5 years or 150,00 miles	City of Casper WYDOT

EXHIBIT B

MAINTENANCE RESPONSIBILITIES

City of Casper Transit Bus Maintenance Plan

Proper maintenance of the City of Casper transit bus fleet is paramount to the safety of citizens who utilize the service, the bus drivers, and those that share the roadways with transit buses. Properly planned maintenance is key to keeping a fleet in top operating condition. A good maintenance plan, when adhered to by all parties, will increase safety, reduce down time, better serve the community. This plan is designed to ensure the City's transit fleet is capable of delivering effective, efficient, reliable service to transit customers while meeting the City's 7-10 year replacement schedule without safety concerns or excessive repair costs.

Casper's transit bus fleet is owned by the City of Casper and maintained by the City of Casper Fleet Maintenance Division. Operation of the transportation services provided by the City's fleet of transit buses is contracted to a third party, hereafter referred to as "Contractor." This plan will cover the inspection, maintenance, and repair of buses. The procurement and retirement of transit buses are not covered within this plan. The Contractor is responsible for daily inspections and for cleaning the interior and exterior of City of Casper transit buses. Transit buses may utilize available City facilities for cleaning buses.

See Appendix A for a current fleet roster. This roster is updated as vehicles are added and retired from the transit fleet.

Daily Maintenance Checks

Daily maintenance checks must be completed by the Contractor's drivers. The Contractor may utilize any form to document daily maintenance checks provided the forms can be retained and shared as required. Daily maintenance checks must at the beginning and end of every shift. The minimum standard of checks shall include: lighting and signal function, tire wear, tire inflation, safety belts, engine oil level, coolant level, transmission fluid level, power steering fluid level, serpentine belts, hoses, fluid leaks, gauges, brakes, door operators, climate control systems, chair lifts and ramps, mirrors, horn, body damage and glass. Items found during the daily maintenance check must be documented and items in need of repair shall be submitted to the City of Casper Fleet Maintenance Division for scheduling. Items that require immediate action should result in a phone call to either the fleet supervisor at 307-235-8226 or the fleet manager at 307-235-8410.

Preventive Maintenance

Preventative maintenance is broken into two distinct types of service. The first is an A-level, or basic engine service with an inspection. The other is a C-level, or complete vehicle service with a complete diagnostic inspection. The service intervals are established for gasoline engine and diesel engine based on City of Casper best management practices.

	Gasoline Engine	Diesel Engine	
A-level	6000 miles	300 hours	6 months
C-level	24000 miles	1200 hours	annually

These service intervals are checked against all manufacturer recommendations to ensure the compliance with all maintenance and warranty guidelines. A 10% variance is allowed on all services. For example, a diesel A-level is permitted within a window between 270 and 330 hours. The unit should not be serviced prior to the window and will be categorized as a late service after the window. All services performed beyond the established intervals will result in written notification to the Contractor.

A vehicle inspection is done during every service, including a wheel chair lift inspection. Refer to the Accessible Features Maintenance Program for additional details on lift maintenance requirements. Copies of the inspection forms utilized by Fleet Maintenance mechanics are included as Appendices B and C at the end of this document. Any defect found during an inspection that would adversely affect the safe operation of the vehicle is to be repaired prior to the release for service. Defects not affecting safe vehicle operation will normally be repaired prior to the vehicle being released for service. However, buses requiring parts not in stock, outside vendor services not available, or excessive repair time, may be rescheduled and released for service at the discretion of the Fleet Maintenance Supervisor.

Tires

Currently, the City of Casper Fleet Maintenance Division does not purchase, install, or repair bus tires. However, the City of Casper is exploring alternatives for tire procurement, installation, and repair in the future. The procurement of transit fleet tires shall comply with FTA rules, and tire installation and maintenance, if not done in-house, shall be accomplished via outsourcing to local, qualified tire shops.

Repairs

All repair work will be coordinated through the City of Casper Fleet Maintenance Division. Most repair work will be completed in house at the City of Casper Central Services Facility located at 1800 East K Street.

Non-emergency repairs that can be scheduled shall be submitted by the Contractor to the City of Casper Fleet Supervisor via email for scheduling. Buses will be scheduled for repair at the earliest possible opportunity. Breakdowns and urgent repairs should result in a phone call to

either the Fleet Supervisor at 307-235-8226 or Fleet Manager at 307-235-8410 for immediate action.

All warranty repair work and other outsourced work will be scheduled through Fleet Maintenance to insure all records are complete, correct, and up to date. Fleet will contact the appropriate dealership or specialty shop and arrange an appointment. Contractor personnel may be requested to deliver buses to appointments. All invoices for repair work will be sent to Fleet Maintenance for payment. *The contractor shall not pay invoices related to bus maintenance or repair except as described for body damage below.*

Contractor may coordinate body repairs that are the result of a vehicle collision through insurance. Body damage must be performed by qualified auto body shops. Copies of body shop repair orders and invoices must be provided to the City of Casper Fleet Maintenance Division to ensure appropriate recordkeeping.

Parts

Parts will be stocked at the City of Casper Fleet Maintenance Facility for all normal wear and routine service items. All other parts will be procured at the time of need. Consideration of the need for the bus and/or the repair will be accounted for in shipping decisions. Local vendors may be contacted first to ensure the fastest possible turn around. Buses may have down time due to parts not in inventory.

Oils and Fluids

All bus manufacturer recommended fluids and oils will be checked to ensure the City's stocked bulk items meet or exceed the manufacturer requirements.. Fleet Maintenance utilizes full synthetic oils for all engines, transmissions, and axles to increase the life of components and extend service intervals. This includes chassis grease and extended life antifreeze coolant.

Fluids are sampled and records kept on an as needed basis or to determine if a component has failed.

Maintenance Records

Complete maintenance records are stored at the Casper Service Center. The mileage or hours each service was performed, the type of service, and the date are all tracked. Every work order is maintained in the City's server and printed for the Contractor's records.

At the end of every calendar month, copies of all work orders and outsourced invoices will be provided to the Contractor for their records.

Appendix A
City of Casper Transit Bus Roster

Unit Number	Year	Make & Model	Designation CATC/The Bus	VIN	Purchase Price	Gas or Diesel
230041	2001	Ford E350	CATC	1FTSE34L81HB50151	$ 42,899.00	Gas
230063	2008	Ford E450	CATC	1FD4E45S38DB23408	$ 64,385.00	Gas
230065	2009	Ford E350	CATC	1FDEE35S19DA90604	$ 56,620.00	Gas
230066	2009	Ford E350	CATC	1FDEE35S39DA90605	$ 56,620.00	Gas
230067	2009	Ford E350	CATC	1FDEE35S59DA90606	$ 56,620.00	Gas
230069	2010	Ford E350	CATC	1FDEE3FSXADA12972	$ 50,654.00	Gas
230070	2009	Chevrolet CC5U042	The Bus	1GBJ5U1G99F413077	$ 128,415.00	Gas
230072	2010	Dodge/Eldorado Grand Caravan	CATC	2D4RN4DEOAR184713	$ 36,985.00	Gas
230073	2010	Ford E450 SD	CATC	1FDFE4FL3ADA21080	$ 111,498.00	Gas
230074	2013	Ford E450	CATC	1FDFE4FS0CDB30462	$ 70,938.00	Gas
230075	2013	Freightliner	The Bus	1FVACWDU8DFE5448	$ 120,899.00	Diesel
230076	2013	Freightliner	The Bus	1FVACWDUXDHFE5449	$ 120,899.00	Diesel
230077	2013	Ford E450	The Bus	1FDFE4FSXDDA93230	$ 67,114.00	Gas
230078	2013	Ford E450	The Bus	1FDFE4FSXDDA93292	$ 67,114.00	Gas
230079	2014	Ford/Elkhart E350	CATC	1FDEE3FLOEDA18262	$ 53,290.00	Gas
230080	2015	Ford/Eldorado F550	The Bus	1FDAF5GT4FEC39607	$ 105,490.00	Diesel
230081	2016	Ford E350	CATC	1FDEE3FL5GDC07119	$ 53,341.00	Gas
230082	2016	Chevrolet G4500	CATC	1GB6GUBL0G1128056	$ 84,187.00	Diesel
230083	2016	Chevrolet G4500	CATC	1GB6GUBL7G1126594	$ 84,646.00	Diesel
230084	2017	Chevrolet 5554	CATC	1GB6GUBL2G1316741	$ 87,283.00	Diesel
230085	2016	Ford/Forest River F550	The Bus	1FDGF5GT4GEC05856	$ 114,979.00	Diesel
230086	2016	Ford/Forest River F550	The Bus	1FDGF5GT0GEC33086	$ 114,979.00	Diesel
230087	2017	Ford/World Trans E450	CATC	1FDFE4FS6HDC72080	$ 70,000.00	Gas

Appendix B

Vehicle Inspection

Support Services
Fleet Maintenance
Division

Unit number: **Miles/Hours:** **Date:** **Mechanic:**

			VISABILITY					**NOTES/RECOMMENDATIONS**
			Windshield	CRACKED	PITTED	BULLSEYE		
			Wiper Blades	L	R	REAR		
			Mirrors					
			LIGHTS					
			Headlights	L	R	LO	HI	
			Park/Tail Lights	LF	RF	LR	RR	
			Brake Lights	L	R	CENTER		
			Backup Lights	L	R			
			Turn Signals	LF	RF	LR	RR	
			Side Markers	LF	RF	LR	RR	
			License Plate Lights					
			WARNING SYSTEMS					
			Horn					
			Emergency Flashers	LF	RF	LR	RR	
			LUBRICANT/FLUIDS					
			Engine Oil	LEVEL	COND	LEAKS		
			Transmission Fluid	LEVEL	COND	LEAKS		
			Power Steering Fluid	LEVEL	COND	LEAKS		
			Brake Fluid	LEVEL	COND	LEAKS		
			Clutch Fluid	LEVEL	COND	LEAKS		
			Washer Fluid	LEVEL	COND	LEAKS		
			Engine Coolant	LEVEL	COND	LEAKS		ANTIFREEZE PROTECTION RESULTS
			BATTERY					
			Carrier/Hold-Down	MISSING	LOOSE	CORRODED		
			Cables/Terminals	MISSING	LOOSE	CORRODED		
			Charge Indicator	GREEN	DARK	CLEAR/YELLOW		BATTERY TEST RESULTS
			BELTS					
			Serpentine	WORN	IDLER	TENSIONER		
			Alternator	WORN	LOOSE	PULLEY		
			Air Conditioning	WORN	LOOSE	PULLEY		
			Power Steering	WORN	LOOSE	PULLEY		
			Water Pump	WORN	LOOSE	LEAKS		
			Air Pump	WORN	LOOSE	PULLEY		
			HOSES					
			Radiator	UPPER	LOWER	LEAKS		
			Heater	INLET	OUTLET	LEAKS		
			Bypass/Other		COND	LEAKS		
			Power Steering	LO-PRESS	HI-PRESS	LEAKS		
			Transmission Cooler	INLET	OUTLET	LEAKS		
			Vacuum		COND	LEAKS		
			Fuel (Underhood Only)		COND	LEAKS		
			OTHER UNDERHOOD					
			Air Filter	DIRTY	MISSING			
			Radiator Cooliing Fan(s)	MECHANICAL	ELECTRIC			
			TIRES					
			Pressure (psi) LF	RF	LR	RR	SP	
			Tread (x/32) LF	RF	LR	RR	SP	

EVALUATION KEY: =Satisfactory =Needs Service Soon =Needs Service Now

Inspection date_____ Bus Number _____ Number of Cycles _____

Model Number _____ Serial Number _____

Lift Inspection Checklist

(Completed at all Level Inspections)

Vehicle Accessibility Equipment

In order to maintain service availability to persons with disabilities, the following procedures are followed:

1. Pre-trip cycling of wheelchair lifts and inspection of securement stations at bus pull out.
2. Vehicles experiencing equipment failures are removed from service and repaired as soon as possible.
3. Replacement of wheelchair lifts occurs when the unit cannot be repaired.
4. Equipment maintenance and inspection is incorporated into preventive maintenance inspection procedures.

____ 1. Check General appearance
____ 2. Ensure that all lift mountings & supports are in proper working order and free from damage.
_____ 3. Ensure that all mounting bolts are appropriate grade & sufficiently tight.
_____ 4. Ensure all travel frame pins are installed properly, free from damage & locked into position with proper fasteners.
_____ 5. Ensure platform operates properly during lift "up/down" functions without obstructions.
_____ 6. Ensure all welds on traveling frame are in proper order.

_____ 7. Ensure that inner rollstop functions properly during "up/down" operations without obstructions.
_____ 8. Ensure that inner rollstop deploys fully as the platform stops at the proper vehicle floor level.
_____ 9. Ensure that rollstop operates properly on contact with the ground.
_____ 10. Ensure that rollstop opens, closes, and locks properly without obstruction.
_____ 11. Ensure that the hydraulic fluid level is maintained at the required "Full Level".
_____ 12. Inspect the hydraulic hoses, valves and seals for leaks.
_____ 13. Ensure that hydraulic hoses and lines are not damaged.
_____ 14. Lubricate as per Manufactures' recommendation.
_____ 15. Check occupant restraining belt and wheelchair tie down system for proper operation and condition. Replace if necessary.

RESOLUTION NO. 18-136

A RESOLUTION AUTHORIZING A LEASE FOR THE USE OF CERTAIN CITY-OWNED VEHICLES TO THE CASPER AREA TRANSPORTATION COALITION, INC., A WYOMING NON-PROFIT CORPORATION, FOR THE TRANSPORTATION OF THE ELDERLY, DISABLED, AND GENERAL PUBLIC FOR FISCAL YEAR 2019.

WHEREAS, the City currently leases transit vans/buses to the Casper Area Transportation Coalition (CATC) for transportation of the elderly, disabled, and general public; and,

WHEREAS, in leasing the vans/buses to CATC, CATC will be responsible for all operating costs which include, but are not limited to, the following: (1) provide qualified drivers and support staff; (2) all maintenance and repair, gas, oil, lubricants, etc.; and (3) provide the necessary reports as required by the City; and,

WHEREAS, the term of the lease shall be for one (1) year, commencing on July 1, 2018, to and including June 30, 2019, for an annual lease fee of Twenty-five Dollars ($25) for all vehicles.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Lease Agreementwith the Casper Area Transportation Coalition, Inc. (CATC), a Wyoming Non-Profit Corporation for use of City-owned vehicles, as more specifically delineated in the Lease Agreement.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2018.

APPROVED AS TO FORM:

Walter Trembath II

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

June 6, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Liz Becher, Community Development Director

SUBJECT: Authorizing an Underground Right-of-Way Easement with Rocky Mountain Power to Install Electrical Service Underground to the former Milo's Auto Body Shop at 274 West Midwest Avenue

Meeting Type & Date:
Regular Council Meeting
June 19, 2018

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize an underground right-of-way easement with Rocky Mountain Power (RMP) to install electrical service underground to the former Milo's Auto Body Shop at 274 West Midwest Avenue.

Summary:
With the partial demolition of the former Plains Furniture building and conversion of overhead power underground for the construction of David Street Station, the remaining overhead power in the alley between West Yellowstone Highway and West Midwest Avenue was vacated. In order to provide new underground service to existing buildings within this block, surface locations must be provided for transformers, switch gear, vaults and cabinets.

RMP has identified the southeast corner of Lot 19, Block 1, of the City of Casper Addition, as a site needed for this equipment necessary to serve the former Milo's Auto body shop and future contracting office, and three (3) mixed use buildings. The underground right-of-way easement will allow RMP access to this location to service their equipment.

Financial Considerations
N/A

Oversight/Project Responsibility
Andrew Beamer, P.E., Public Services Director

Attachments
Resolution
Underground Right-of-Way Easement

REV041216
Return to:
Rocky Mountain Power
Estimating Dept.
2840 E. Yellowstone Hwy.
Casper, WY. 82609

Project Name: Ashby Construction
WO#: 6489248

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **City of Casper** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 15 feet in width and 15 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults together, the "electrical system" on, across, or under the surface of the real property of Grantor in **Natrona** County, State of **Wyoming** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A & B** attached hereto and by this reference made a part hereof:

Legal Description: A 15' x 15' parcel to be designated as Rocky Mountain Power easement located in and being a portion of Lot 19, Block 1, City of Casper. The south fifteen feet (15') of the east fifteen feet (15') of Lot 19, Block 1, City of Casper, Wyoming.

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

Grantor hereby reserves, and shall have the right to use the right of way granted herein for nay use which does not otherwise unreasonably interfere with the Grantee's use thereof, including the right to install walkways, trails, or sidewalks, or other public or private utilities on or in the easement property.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

The easement shall terminate, and be of no further force or effect upon the Grantee ceasing to use the easement granted herein for its use for the electrical system described herein. Grantee shall restore all areas disturbed for the purpose of the electrical system on the easement property to pre-existing conditions or better.

Dated this _____ day of _____, 20___.

Approved As To Form:

_____
City Attorney

ATTEST: CITY OF CASPER, WYOMING
A Municipal Corporation

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

STATE OF WYOMING
) ss.
County of NATRONA

This instrument was acknowledged before me on this _____day of _____, 2018, by Ray Pacheco, as the Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation.

_____
(notary signature)

NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires:_____ (d/m/y)

APPROVED AS TO FORM

By: _____
Rocky Mountain Power representative

EXHIBIT "A"
ROCKY MOUNTAIN POWER EASEMENT
Lot 19, Block 1
City of Casper, Wyoming

A 15' x 15' parcel to be designated as Rocky Mountain Power easement located in and being a portion of Lot 19, Block 1, City of Casper, as shown on Exhibit B attached hereto and by this reference made a part hereof and being more particularly described as follows:

Lot 19, Block 1:

The south fifteen feet (15') of the east fifteen feet (15') of Lot 19, Block 1, City of Casper, Wyoming.

The above described parcel contains approximately 0.005 acres (225.00 s.f.), more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

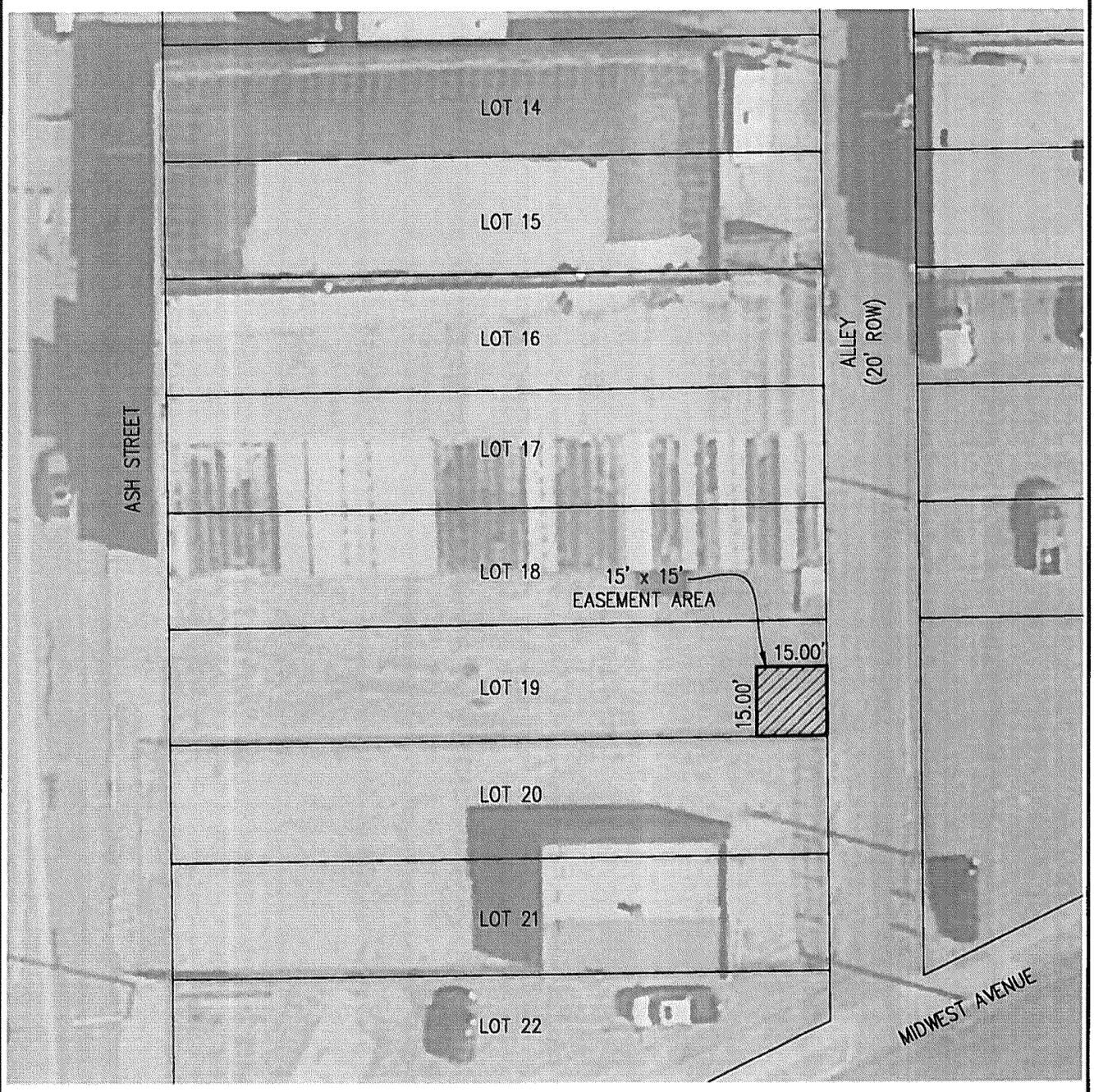
I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in March, 2018, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.

Professional Land Surveyor
WILLIAM R. FEHRINGER
5528
Date 4/6/18
WYOMING

MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

W.O. #18-152
Ashby RMP Easement

Civil Engineering Professionals, Inc
6080 Enterprise Dr Casper, WY 82609
Phone 307 266.4346 Fax 307 266 0103
www.cepi-casper.com



N
W E
S

0 30' 60'

SCALE: 1" = 30'

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT-OF-WAY HEREIN GRANTED.

Civil Engineering Professionals, Inc.
6080 Enterprise Drive. Casper, Wy 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com

EXHIBIT B
15' x 15' ROCKY MOUNTAIN POWER EASEMENT
Lot 19, Block 1
City of Casper, Wyoming
April , 2018
W.O. 18-155

M:\Land 2018\Surveying\18-155 Ashby RMP Easement\ASHBY RMP EASEMENT.dwg, 4/6/2018, Bill

RESOLUTION NO. 18-137

A RESOLUTION AUTHORIZING AN UNDERGROUND RIGHT-OF-WAY EASEMENT WITH ROCKY MOUNTAIN POWER TO INSTALL ELECTRICAL SERVICE UNDERGROUND TO THE FORMER MILO'S AUTO BODY SHOP AT 274 WEST MIDWEST AVENUE.

WHEREAS, for the conversion of overhead power underground, surface locations must be provided for electrical transformers, switch gear, vaults and cabinets; and,

WHEREAS, the City of Casper property at the southeast corner of Lot 19, Block 1, of the City of Casper Addition needs transformers, switch gear, vaults, and cabinets from Rocky Mountain Power for power to 274 West Midwest Avenue; and,

WHEREAS, Rocky Mountain Power requires an underground right-of-way easement to install their electrical equipment.

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 underground right-of-way easement with Rocky Mountain Power for the purpose of using City-owned property at the southeast corner of Lot 19, Block 1, of the City of Casper Addition, for the installation of electrical equipment, more particularly described in said underground right-of-way easement, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

APPROVED AS TO FORM:

Walter Trembath III

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF CASPER
AND
CALLY E. LUND

THIS AGREEMENT is entered into this _____ day of _____ 2018, between the City of Casper, Wyoming, a Municipal Corporation, referred to herein as "City," and Cally E. Lund, hereinafter referred to as the "Municipal Judge."

WITNESSETH:

WHEREAS, the Casper City Council (hereinafter referred to as the "Council") has determined it to be in its best interest to procure the professional services by employing Cally E. Lund as the Municipal Judge for the City of Casper, Wyoming; Municipal Judge's appointment by Council is defined and memorialized in this "Employment Agreement."

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION I – DUTIES:

The Municipal Judge will commence her duties as Municipal Judge with the City at 8:00 a.m. on June 25, 2018.

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

A. Enforce and observe all laws of the State of Wyoming, and the ordinances, resolutions, and policies of the City.

B. Perform all duties and services as set forth in the attached job description and any other duties as directed by the Council.

C. Prepare and submit to the Council all reports required by it or that Municipal Judge may consider advisable.

D. Recommend policy to the Council that may be necessary for legal compliance.

E. Keep the Council advised and informed of the needs and operating conditions of the Municipal Court's Office under her direction, and maintain continuous liaison with appropriate community groups, organizations, and individuals.

F. Keep herself fully informed on the state-of-the-art of legality of local government, and except as otherwise set forth herein, devote her entire time to the services, employment and requirements of the City.

G. Reside within the Casper City Limits.

SECTION II – PERFORMANCE EVALUATION:

A. That Council may, in its discretion, review and evaluate the performance of the Municipal Judge at least once annually, said review and evaluation to be in accordance with specific criteria developed by the Council, and shall be conducted by a third party facilitator. The Mayor shall provide opportunity for the Municipal Judge to discuss her evaluation with the Council.

B. Periodically, the Council and Municipal Judge shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the Council's policy objectives. Said goals and objectives shall be reduced to writing. They shall generally be attainable, within the time limitations specified and appropriations provided.

SECTION III – SALARY AND BENEFITS:

If there is a conflict between the City of Casper Personnel Rules and Regulations Manual, and this "Employment Agreement," the terms of this agreement shall control the employment relationship.

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

A. Provide Municipal Judge with an annual salary of Eighty Thousand Dollars ($80,000.00), this salary being referred to herein as the "base salary." Any change of the base salary shall require a written amendment to this Agreement, however, the base salary may be raised periodically for cost of living increases as granted to all other full time non-collective bargaining City employees without amending this Agreement.

    a. In the event, at any time, all fulltime non-collective bargaining City employee wages and salaries are reduced across the board, the Municipal Judge's then base salary under this Agreement shall be reduced in a like percentage. **PROVIDED, HOWEVER**, if, at any time during the term of this Agreement, the Council reduces the salary or other benefits of the Municipal Judge in a greater percentage than an applicable across-the-board reduction thereof for all other fulltime non-collective bargaining City employees, the Municipal Judge may, at her option, by giving written notice thereof, be deemed terminated without cause and shall be entitled to severance benefits as provided in Section III, Q., of this Agreement with "base salary" defined as

the Municipal Judge's base salary as it existed immediately before any such reduction.

B. Provide medical insurance coverage equal to that provided to all other fulltime non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.

C. Provide a term life insurance policy in the amount double her annual salary, to a maximum of Four Hundred Thousand Dollars ($400,000.00).

D. Provide disability leave on the same basis as is provided to all other fulltime non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.

E. Short and long-term disability insurance shall be provided on the same basis as granted to other fulltime non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.

F. Municipal Judge shall accrue vacation leave on the same basis as is provided to all other fulltime non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended. Municipal Judge shall also be allowed to be paid for unused vacation leave on the same basis as for the majority of other City employees.

G. Municipal Judge shall be eligible for forty (40) hours of Administrative Leave each year in addition to other specified leave time. These hours are to be used during the calendar year and cannot be carried over or accumulated. The Municipal Judge shall be granted sixteen (16) hours in addition to the forty (40) hours of Administrative Leave only in the first year of her employment.

H. In lieu of having a City owned vehicle assigned to the Municipal Judge, the Municipal Judge will receive a monthly car allowance of Four Hundred Fifty Dollars ($450.00).

I. Contribute on behalf of the Municipal Judge to the Wyoming Retirement System an amount equal to the City's share and the Municipal Judge's share as provided by the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended and Regulations of the Wyoming Retirement System, as they may, from time to time be amended.

J. Pay all expenses associated with membership of one (1) local civic organization of the Municipal Judge's choice. In order to qualify for payment by the City of this membership, it should be budgeted accordingly and the Municipal Judge shall notify City Council leadership reasonably in advance of incurring the expense.

K. Upon resignation, in good standing, the City shall pay Municipal Judge, all accrued benefits the Municipal Judge is entitled to pursuant to the City of Casper Personnel Rules

and Regulations and under this Agreement, as they may, from time to time, be amended. If Council terminates the Municipal Judge's employment without cause, it shall pay the Municipal Judge, in addition to any accrued benefits the Municipal Judge is entitled to pursuant to the City of Casper Personnel Rules and Regulations and under this Agreement to the termination date of this Agreement, six (6) months' severance pay of the Municipal Judge's then current base salary, to be payable in one (1) lump sum, which is not pensionable under the Wyoming State Retirement System.

L. If City shall fail to pay any of the Municipal Judge's benefits set forth herein in any budget year, the Municipal Judge, at her discretion, may deem her employment terminated without cause.

M. Provide the Municipal Judge a stipend for a cell phone as is provided to fulltime non-collective bargaining employees under the City's policies.

N. Provide continuing legal education (CLE) up to the amount of Two Thousand Two Hundred Dollars ($2,200.00) annually, at the City's expense as budget allows.

SECTION IV – TERMINATION/RESIGNATION/SEVERANCE BENEFITS:

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

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

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

i) Termination of employment or request for resignation due to bona fide charges against the Municipal Judge of nonfeasance, misfeasance or malfeasance in office.

ii) Termination of employment or request for resignation upon the Municipal Judge being convicted of a criminal offense involving a felony or for moral turpitude, or for any family violence, alcohol, or drug offense.

iii) Willful insubordination or willful refusal to follow a lawful directive of Council.

iv) Breach by the Municipal Judge of any of the terms of this Agreement.

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

If the Municipal Judge resigns her position, the City respectfully requests thirty (30) days' notice in advance of her last day.

SECTION V – CONFIDENTIALITY:

A. The Municipal Judge acknowledges that she will have access to certain proprietary and confidential information of the City including, but not limited to, confidential personnel matters, negotiation strategies, legal matters, and financial information of the City. The Municipal Judge agrees not to use or disclose any confidential information during the term of this Agreement or thereafter other than in connection with performing the Municipal Judge's services for the City in accordance with this Agreement.

B. The Municipal Judge agrees that the restrictions set forth in this section are reasonable and necessary to protect the goodwill of the City. If any of the covenants set forth in this document are deemed to be invalid or unenforceable based upon the duration or otherwise, the parties contemplate that such provisions shall be modified to make them enforceable to the fullest extent permitted by law.

C. In the event of a breach or threatened breach by the Municipal Judge of the provisions set forth in this section, the Municipal Judge acknowledges that the City will be irreparably harmed and that monetary damages shall be an insufficient remedy to the City. Therefore, the Municipal Judge consents to enforcement of this section by means of temporary or permanent injunction and other appropriate equitable relief in any competent court, in addition to any other remedies the City may have under this Agreement or otherwise as provided by law.

SECTION VI – INTELLECTUAL PROPERTY:

A. The Council has hired the Municipal Judge to work fulltime so that anything the Municipal Judge produces during the employment term is the property of the City. Any writing, invention, design, system process, development or discovery conceived, developed, created or made by the Municipal Judge, alone or with others, within the scope of the Municipal Judge's employment, during the period of the employment hereunder and applicable to the business of the City, whether or not patentable, registrable, or copyrightable shall become the sole and exclusive property of the City.

B. The Municipal Judge shall disclose the same promptly and completely to the Council and shall, during the period of the employment hereunder and at any time and from time to time hereafter: 1) execute all documents requested by the Council for vesting in the City the

entire right, title and interest in and to the same; 2) execute all documents requested by the Council for filing such applications for and procuring patents, trademarks, service marks or copyrights as the Council, in its sole discretion, may desire to prosecute; and, 3) give the Council and the City all assistance it may reasonably require, including the giving of testimony in any suit, action, investigation or other proceeding, in order to obtain, maintain and protect the City's right therein and thereto.

SECTION VII – POST-EMPLOYMENT OBLIGATIONS:

A. CITY PROPERTY. Upon termination of this Agreement, the Municipal Judge shall promptly return to the City all property of the City in her possession.

B. COOPERATION. The Municipal Judge agrees that both during and after her employment with the City, she shall, at the request of Council, render all assistance and perform all lawful acts that the Council considers necessary or advisable in connection with any litigation involving the City or any officer, employee, agent, representative, consultant, client or vendor of the City. Reasonable costs and time incurred by the Municipal Judge shall be paid by the City.

C. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming, without regard to the conflicts of law rules thereof, and venue for any dispute regarding this Agreement shall be in the courts of Natrona County, Wyoming.

SECTION VIII – WAIVER:

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

SECTION IX – GENERAL PROVISIONS:

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

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

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

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

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

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

APPROVED AS TO FORM:

THE CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

ATTEST:

City Clerk

Cally E. Lund
Municipal Judge

MUNICIPAL JUDGE

CITY OF CASPER JOB DESCRIPTION

BAND/GRADE	**DRIVING**	**FLSA STATUS**
Contract with City Council	Non-Essential	Exempt

CLASS SUMMARY:

Incumbent performs highly responsible management, administrative, and professional duties as the Municipal Judge for the City. Exercising a high degree of independence, initiative, and professional expertise in the administration and day-to-day management of the Municipal Court's Office in accordance with policy established by City Council, the City Charter, and City, State, and federal laws, regulations, and guidelines. Manages and oversees the activities and operations relating to the Municipal Court's Office in accordance with the City Manager's direction for the organization as a whole. Receives administrative direction from City Council.

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

1. Exercises direct supervision over professional, technical and clerical staff for the Municipal Court's Office.

2. Manages the development and implementation of the Municipal Court's Office goals, objectives, policies, and priorities for the provision of legal counsel; establish, within City policy, appropriate service and staffing levels; allocate resources accordingly.

3. Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assess and monitor workload, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.

4. Represents Municipal Court to other City departments, elected officials, outside agencies, the public, community groups and professional organizations; explains Municipal Court programs, policies and activities; negotiate and resolve sensitive, significant and controversial issues.

5. Plans, directs, and coordinates Municipal Court's Office work plan; meets with professional staff to identify and resolve problems; assigns projects and programmatic areas of responsibility.

6. Manages and participates in the development and administration of the Municipal Court's Office budget; directs the forecast of additional funds needed for staffing, equipment, materials and supplies; manages the monitoring of and approve expenditures; manages the preparation of and implement budgetary adjustments in accordance with City Manager's operational direction for the organization as a whole.

7. Presides over criminal misdemeanors, violations of City ordinances, arraignments, court trials, jury trials, pre-trial hearings, mitigations, sentencing and show-cause hearing for criminal and traffic violators.

MUNICIPAL JUDGE

CITY OF CASPER JOB DESCRIPTION

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

8.	Manages the City of Casper Municipal Court docket.
9.	Issuance of statewide bench warrants for violation of a City ordinance.
10.	Determines bond for a person charged with a violation of a City ordinance to ensure appearance at future court dates.
11.	Issuance of warrants, search warrants, subpoenas or other necessary processes for contempt to the same extent as the District Court.
12.	Develops rules of practice for the City of Casper Municipal Court which are consistent with Casper Municipal Code, and State statutes governing the practices and proceedings of cases before justices of the peace and constables.
13.	Communicates orally, and in writing, with customers, the press, general public, civic groups, and the City Council to resolve concerns and problems, and answer questions. Responds to and resolves difficult and sensitive employee, resident and other stakeholder inquiries and complaints.
14.	Administers and enforces the City Charter and is responsible for the operations of the City. Meets with, and advises the City Council on matters related to City operations and policies.
15.	Represents the City of Casper by responding to the public, citizens, its employees, and others in a prompt, professional, and courteous manner while continuously maintaining a positive customer service demeanor.
16.	Follows all City safety procedures.
17.	Performs other duties of a similar nature or level.

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

- Minimum of three years in the practice of law or equivalent legal experience, including some experience in a trial courtroom setting.
- Attorney at Law admitted to the practice of law by the Supreme Court of the State of Wyoming.
- Minimum of two years supervisory experience preferred.

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

Licensing Requirements:

- Membership in the State Bar of Wyoming.

MUNICIPAL JUDGE

CITY OF CASPER JOB DESCRIPTION

Knowledge (position requirements at entry):
Knowledge of:

- Complex public policy issues.
- Intergovernmental relations.
- Applicable Federal, State, Local and City government codes, rules and regulations.
- Administrative principles and practices, including goal and objective development, work planning and employee supervision.
- Substantive criminal and traffic law related to City ordinances.
- Wyoming Rues of Criminal Procedure and criminal justice system principles.
- Wyoming Cannons of Judicial Conduct.
- Current courtroom procedures and Wyoming rules of evidence.
- Cash flow management principles.
- Methods of efficient juror utilization.
- Court case calendaring methods, development, and principles
- English usage, spelling, grammar and punctuation.
- Organization, duties, power, limitations, and authority of City government and the Municipal Court's Office.
- Computers and related software applications.

Abilities (position requirements at entry):
Ability to:

- Plan, organize, manage and coordinate a variety of complex City services and programs.
- Select, motivate and evaluate staff and provide for their training and professional development.
- Provide administrative and professional leadership and direction.
- Develop, implement and administer goals, objectives, policies, procedures, work-standards, and internal controls providing an effective and efficient organization.
- Interpret and apply Federal, State and local policies, procedures, laws and regulations.
- Identify and respond to community and City Council issues, concerns and needs.
- Observe people's behavior in a courtroom setting.
- Manage cases scheduled in the courtroom efficiently and effectively.
- Formulate and implement plans and programs pertaining to Municipal Court.
- Conduct and control court proceedings, elicit pertinent information, and confine witnesses and litigants to relevant issues.
- Appraise factual situations and make appropriate decisions promptly and in accordance with the law.
- Render legal decisions and assess penalties in a fair and impartial manner.
- Prepare and administer large and complex budgets.
- Assess and prioritize situations under work pressure, exercise good judgment and make sound decisions.
- Operate modern office equipment, software and operating systems/applications.
- Maintain a neat and professional appearance.
- Follow written and verbal instructions and direction.
- Establish and maintain effective working relationships with those contacted in the course of work.

MUNICIPAL JUDGE

CITY OF CASPER JOB DESCRIPTION

Skills (position requirements at entry):
Skill in:

- Allocate limited resources in a cost effective manner.
- Prepare clear and concise reports.
- Technical writing.
- Time management.
- Public speaking.
- Conflict resolution.
- Analyzing problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Compiling, analyzing, organizing and evaluating data and making appropriate recommendations based on findings.
- Operating in a courteous, knowledgeable and tactful manner with customers, staff, and the general public.
- Oral and written communication, sufficient to exchange or convey effective information and to receive work direction.
- Operating modern office equipment, including computer software and operating systems/applications.

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

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

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

Classification History:
Prepared by HR
Date: 05-01-18

RESOLUTION NO. 18-138

A RESOLUTION EMPLOYING CALLY E. LUND AS MUNICIPAL JUDGE, AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT.

WHEREAS, Wyoming Statute 15-4-202 requires the governing body to employee a Municipal Judge; and,

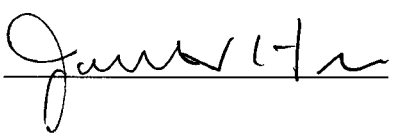
WHEREAS, the Casper City Council desires to employ Cally E. Lund as the Municipal Judge for the City of Casper, effective at 8:00 a.m., June 25, 2018; and,

WHEREAS, it is the desire of the parties to commit to writing the duties, responsibilities, and conditions of employment of Cally E. Lund as Municipal Judge, the terms of which have been delineated in the employment agreement heretofore submitted to Council for its consideration as part of the Agenda for its meeting on June 19, 2018.

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2018.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

June 6, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Tim Cortez, Parks and Recreation Director TC
Dan Coryell, Parks Manager
Mike Leyba, Cemetery Supervisor

SUBJECT: Proposed Cemetery Resolution and Fee Changes

Meeting Type & Date:
Regular Council Meeting
June 19, 2018

Action Type:
Resolution

Recommendation:
That Council, by resolution, adopt the proposed resolution regulating the operation and setting fees at Highland Cemetery.

Summary:
In April of 2016, resolution 16-99 was signed into effect adopting new fees for Highland Cemetery. These fee increases were expected to increase revenue approximately 13% (roughly $16,000 per year), and gradually step the cemetery towards a better cost recovery rate. Final numbers in FY15 (prior to the fee increase), operating expenses totaled $447,587 and revenues totaled $118,246 for a cost recovery rate of 23%. As of April 16, 2018, revenues at Highland Cemetery were approximately $98,000. Estimated revenues of $130,000 by FY18 budget end will show a 10% increase in revenue, slightly off from our anticipated 13%. However, FY18 operating costs decreased to $353,978 for a projected cost recovery rate of 36%.

The new fees being proposed for FY19 have the ability to increase revenues by approximately 15% to an estimated $150,000. Proposed FY19 operating costs are $354,639. Should the estimated revenue numbers be met, a new cost recovery rate for Highland Cemetery will be 42%.

Staff conducted a study and compared Highland Cemetery's pricing to other cemeteries that are City-owned throughout our region. The other cemeteries were Cheyenne, Pocatello, Rapid City, Missoula, and Bellevue. If the proposed fees are accepted, Highland Cemetery will be approximately 30% lower than the average of the highest comps in the study, this will allow for future increases, if necessary, and the ability to continue raising the cost recovery rate. There are no additional costs to the city on any of the proposed changes.

Other notable changes include the addition of the Mausoleum charges left out in the previous version of the resolution. This will reflect the proper charges for a Mausoleum entombment.

Financial Considerations:
By adopting the proposed fee changes, estimated revenues for Highland Cemetery will increase approximately $20,000 annually.

Attachments:
Resolution

RESOLUTION NO.18-139

A RESOLUTION REGULATING THE OPERATION OF HIGHLAND CEMETERY AND ESTABLISHING FEES, SERVICES AND SALES POLICIES, RULES AND REGULATIONS.

WHEREAS, the City of Casper desires to regulate the operations of the Highland Cemetery and establish fees for services and sales related to these operations.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: Fees, services and sales policies, and rules and regulations for the Highland Cemetery are hereby established as follows, effective July 1, 2018:

Section 1.

It shall be unlawful for any person to be buried at any place within the limits of the City of Casper, Wyoming, other than in a lawfully established cemetery.

Section 2 - Definitions.

Glossary of Terms. Terms included and referenced in this resolution:

- *Cemetery* – Unless otherwise specified all sections of this resolution with the word" cemetery" shall apply to all current and future City-owned cemeteries.
- *City Manager* – Whenever the words "City Manager" are used in this resolution it shall be construed to mean the City Manager, or other duly authorized representative.
- *Burial* – The practice of opening a cemetery plot and interring a deceased body, followed by the closing of said plot.
- *Traditional Burial* – A standard burial of a person wherein the body has not been cremated.
- *Double Depth Traditional Burial* – The interment of two (2) traditional burials in a single plot, with the lower of the two remains at no less than seven and one-half (7 1/2) feet in depth.
- *Cremains* – A person's cremated remains (ashes).
- *Cremains Inurnment* – To bury the cremated remains of a person.
- *Cremains Position* – A space within a traditional or cremains plot allocated for an urn or cremains container.
- *Plot* – A piece of land allocated for one traditional burial.
- *Cremains Plot* – A piece of land allocated for the inurnment of cremated remains.
- *Double Depth Traditional Plot* – A piece of land allocated for two traditional full body burials, dug to appropriate depth to house one body on top of another.
- *Lot* – A piece of land comprised of several plots.
- *Block* – A piece of land comprised of several lots.
- *Infant Plot* – A piece of land allocated for the burial of a deceased infant.

- *Columbarium* – An above-ground room, building or structure with niches for urns to be stored.
- *Columbarium Niche* – Allocated space within a columbarium for an urn or container.
- *Mausoleum Space* – A piece of land allocated for the placement of an above ground mausoleum and not for burial.
- *Mausoleum* – A building, especially a large and stately one, primarily housing traditional casket burials.
- *Vault* – A lined and/or sealed outer receptacle that houses the casket.

Section 3 - Operating Hours.

A. Dates and Times Cemetery will be Open. The cemetery will be open between 8:00 a.m. and sunset year round. It shall be unlawful for any person to be in the cemetery during any other hours without the permission of the City Manager. Violators will be prosecuted as trespassers.

B. Cemetery Office Hours. The Cemetery Office shall be open from 10:00 a.m. to 2:00p.m. Monday through Friday. The Cemetery Office will be closed on all City-observed legal holidays except Memorial Day.

Section 4.

A. Duties of the City Manager as to Management of the Cemetery. Duties of the City Manager shall be as follows:

The City Manager shall establish rules and regulations for the management, operation, and maintenance of the cemetery, which rules will be filed in the Office of the City Clerk and at the cemetery office, and which rules and regulations must be approved and adopted by the City Council by resolution action and shall be subject to any limitations and restrictions set forth herein.

The City Manager shall manage, operate, and maintain the cemetery and see that no plot or niche therein is used or occupied in violation of this resolution or any rule or regulation promulgated under this resolution.

The City Manager is charged with the duty of collecting all monies due and payable to the City for plots or niches in the cemetery and other monies due and payable by reason of the operation and maintenance of the cemetery.

The City Manager is charged with the duty of issuing all burial permits in the cemetery and seeing that graves are open and excavated in the proper plots of ground, keeping a record showing when the plots were sold, to whom sold, the time of sale thereof, the price paid or to be paid therefor, by whom and to whom a permit is issued, or monies received by him/her under the provisions of this article and such other information as shall be deemed advisable by the City Council.

B. Right to Replat, Regrade and Use Property. The right to enlarge, reduce, replat and/or change the boundaries or grading of the cemetery or a section or sections, from time to time, including the right to modify and/or change the locations of or remove or regrade roads, drives and/or walks, or any part thereof, is hereby expressly reserved. The right to lay, maintain and operate or alter or change pipelines and/or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved; as well as the right to use the cemetery property, not sold to right of interment owners, for cemetery purposes, including the interring and preparing for interment of human bodies, or for anything necessary, incidental or convenient thereto. The City reserves itself, and to those lawfully entitled thereto, a perpetual right to ingress and egress over plots for the purpose of passage to and from other plots.

C. No Interment Rights Granted In Roadways. No interment rights are granted to individuals in any road, drive, or walk within the cemetery. Roads, drives or walks shall be used as a means of access to or within the cemetery during normal operating hours.

Section 5 - Plot and Niche Sales.

A. Cemetery Plot Certificate. No cemetery plot certificate for any plot in the cemetery shall be issued and no title for same shall pass until a full purchase price has been paid to the City nor until other expenses and charges payable to the City have been paid, and all such certificates shall be issued by the City Manager under the seal of the City, signed by the Mayor and attested by the City Clerk. Columbarium niches at Highland Cemetery will be issued a Right of Interment Certificate once full purchase price has been paid.

At the time each burial is scheduled, the mortuaries must notify the cemetery office of payment responsibility for the City's charges. Any billing to the mortuary or funeral home is subject to the terms and conditions of the City of Casper billing system. Delinquent notes bear interest at the rate of one and one half percent (1 ½%) per month or eighteen percent (18%) per year. No further credit shall be extended to the maker of any note which has not been paid within six (6) months from the date of execution.

B. Infant Burials. The purchase plot price and other fees will be waived for infant burials. Infant plots will only be provided upon receipt of a death certificate.

C. Purchase Price of Plots. The purchase price of plots in any cemetery shall be:

Adult Traditional Plot (4' x 10'):	$ ~~600~~-700
Columbarium Niche:	$ ~~300~~-450
Cremains Plot (4' x 4'):	$ ~~300~~-375
Indigent Cremains Plot (4' x 4'):	$ 155
Indigent Traditional Plot (4' x 10'):	$ 340
Infant Plot (3' x 5'):	No Fee
Mausoleum Plot (12' x 14'):	$~~1,500~~-2,100

D. Perpetual Care. Those plots which were sold prior to 2012 and the institution of a perpetual care charge will be assessed the perpetual care fee at the time of internment, deed transfer, additional remains internment, or recording of burial information when the recording fee is assessed. The perpetual care fee is included in the price of plots purchased after 2012.

Adult Traditional Plot (4'x10'):	$~~150~~-175
Infant Plot (3' x 5'):	$~~70~~-125
Cremains Plot (4' x 4'):	$~~70~~-125

E. Change of Address of Plot or Niche Owners. It shall be the duty of the plot or niche owners to notify the City of Casper of any change in its mailing address. Any notice sent to property owner's last address on file in the Cemetery Office shall be considered sufficient and proper legal notification in correspondence matters.

F. Transfer or Assignment must be filed With the City Manager. No transfer or assignment of any plot or niche shall be valid unless filed in writing in the Cemetery office. Only plot or niche owners of record shall be recognized by the City Manager. A recording fee of Forty Dollars ($40.00) (paid by the seller) will be charged for any transfer or assignment. Outstanding fees must be paid prior to any transfers or assignments.

G. Private Space Sale by the City. If, for any reason, it becomes necessary for the plot or niche owner to dispose of his or her interest in any plot or niche, the owner may list with the City to broker said plot or niche. The City will receive twenty percent (20%) of the sale price for the plot or niche only as compensation for expenses associated with the sale, including advertising, personnel costs, and other costs. The buyer of the plot or niche will be responsible for payment of all costs incurred by the City at the time of the transfer. Listing of plot or niche will be done in the Cemetery office. If the perpetual care fee has not been paid on such plot, the fee will be paid by the buyer at the time of transfer.

H. Correction of Errors. The City reserves the right to correct any errors made by it in the description of the location of the plot or niche to which the right of interment is conveyed, either by canceling the sale and substituting in lieu thereof other burial plot(s) or niche(s) of equal value and in a similar location, or in the sole discretion of the City, by refunding the amount of money paid for said right of interment.

Section 6 - Burial Charges.

Prior to grave opening, the purchaser shall pay to the City for complete interment service, with all necessary equipment, as follows:

Adult Traditional	
Burial Fee	$~~500~~-600
Evening Fee (Charged after 4:00PM weekdays)	$~~100~~-150
Weekend and Holiday Fee	$~~450~~-500
Double Depth:	
Bottom/Lower Remains of a double depth burial	$1,000

MOUSOLEUM	
ENTOMBMENT FEE	$210
EVENING FEE (CHARGED AFTER 4:00PM WEEKDAYS)	$150
WEEKEND AND HOLIDAY FEE	$200
Columbarium	
Burial Fee	~~$50~~-150
Evening Fee (Charged after 4:00PM weekdays)	~~$100~~-150
Weekend and Holiday Fee	~~$180~~-200
Cremains	
Burial Fee	~~$200~~-300
Evening Fee (Charged after 4:00PM weekdays)	~~$100~~-200
Weekend and Holiday Fee	~~$200~~-300
Additional Cremains (In Addition to Burial Fee)	~~$75~~-85
Indigent Cremains	
Burial Fee	$75
Indigent Traditional	
Burial Fee	$115
Infant	
Burial Fee	~~$120~~-150
Evening Fee (Charged after 4:00PM weekdays)	~~$100~~-150
Weekend and Holiday Fee	~~$300~~-350
Recording Fee	~~$35~~-40

Section 7- Burial Procedures.

Only the interment of human remains is allowed in the cemetery.

Only persons or firms authorized by the City Manager shall be allowed to open or excavate any plot, for any purpose.

The procedure to be followed before interring human remains in any cemetery shall be as follows:

A. Location of Burial Plot. When instructions regarding the location of a burial plot cannot be obtained or are indefinite, or when, for any reason, the burial plot cannot be opened where specified, the City Manager may, upon his/her discretion, open it in such location on the plot as he/she deems best and proper; and the City shall not be liable for damages resulting from any such change.

B. Graveside Services. Customers may host formal graveside funeral services for the deceased. Cemetery personnel will prepare for such graveside services by cleaning the grave or columbarium area, providing burial canopy when appropriate, providing chairs and similar funerary furnishings as appropriate, and similar services. The preparation of the gravesite for formal services and the provision of related graveside services by Cemetery personnel will require the payment of a One Hundred Dollar ($100.00) graveside service fee.

C. Responsibility and Control. Once in the cemetery, the deceased, the burial container and/or other related equipment are considered under the responsibility and control of the attending funeral director or their assistant until Cemetery personnel arrive at the gravesite for the purpose of closing the plot. Until then, the funeral director may perform any service required by them or the family of the deceased as they deem appropriate.

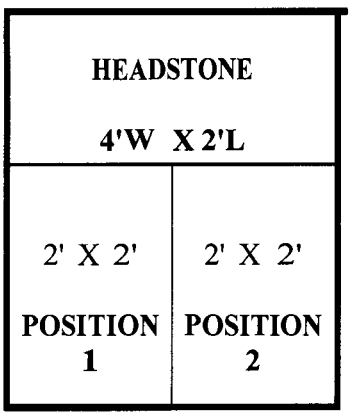
D. Adult Burial. Traditional adult burial will be in an area four (4) feet wide by ten (10) feet long, and no less than five (5) feet in depth. A traditional infant burial will be in an area three (3) feet wide by five (5) feet long, and from three (3) to four (4) feet in depth. For double traditional burials, the lower of the two remains shall be confined in a double depth certified vault. Double traditional burials will only be allowed if a plot was purchased prior to 2013 and arrangements were made at that time for a double depth burial.

E. Cremains.

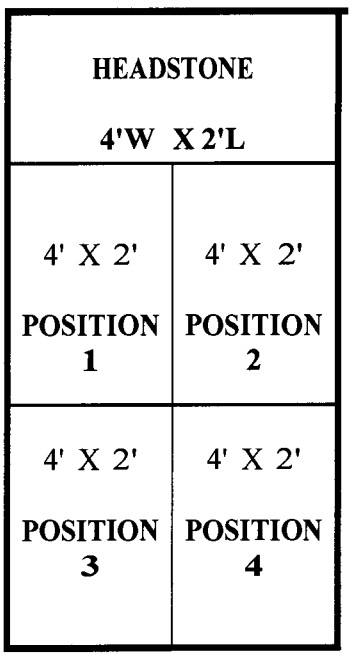
1. No surface scattering of cremains shall be allowed. All cremains must be interred (or enclosed in a container previously approved by Cemetery Management) within a designated and recorded plot or columbarium niche. ~~All disposition of remains are to be recorded with the cemetery office.~~ Individual interred cremains shall be allocated a designated cremains position of no less than two (2) feet by two (2) feet.

2. No more than four (4) cremains in containers (urns) may be interred in a single traditional adult plot (four (4) feet by ten (10) feet), in addition to one (1) traditional burial beneath the urns, unless otherwise noted or assessed by the City Manager. Urns or urn vaults shall not exceed a cremains position of approximately two (2) feet by two (2) feet. No more than two (2) cremains in containers may be interred in a designated cremains plot (four (4) feet by four (4) feet).

3. In order to inter cremated remains in the cemetery, either in the ground or in a monument foundation, an interment permit must be obtained from the Cemetery office or the applicable fee(s) paid to the Cemetery office. The Additional Remains Fee shall be applicable when an additional set of cremains is added to a cremains position within an Adult Traditional plot. The person(s) requesting interment of cremated remains may choose any adequate container for the cremated remains approved by the City Manager. The City shall not be liable for the protection of the cremated remains. In the event that the cremated remains must be relocated for any reason, the City shall not be responsible for any damage to the cremated remains or the container.



4' x 4' Cremains Plot and Allotted Cremains Positions



4' x 10' Adult Traditional Plot and allotted Cremains Positions over a casket burial

F. Delays in Interment. The City shall in no way be held responsible for any delay in the interment of a body where a protest to the interment has been made, or where these rules and regulations have not been complied with; and, further, the City reserves the right under such circumstances to either not receive the remains, or to place the remains in a receiving vault until the full rights have been determined. The City shall be under no obligation to recognize any protests of interments unless they are made in writing and filed with the Cemetery office.

G. Permit. The purchaser shall secure from the City Manager a permit showing the provisions of Section 7 have been complied with, the lot and block number in which the plot is to be opened, which permit shall entitle him to the services rendered by the City relative to the opening and closing of the grave, furnishing grass, and lowering device; provided, however, in case of any burial on lands in the cemetery owned by or reserved by Natrona County or any lodge organization, an additional permit must be obtained from the County, lodge, or other organization.

H. Vital Statistics. The burial certificate, or permit, issued by the registrar, under the provisions of vital statistics of the vital statistics laws of the State, shall be deposited with the City Manager.

I. Double Traditional Burial Plots. In the case of double traditional burial plots, the lower of the two remains shall be confined in a double depth certified vault.

J. Removal of Shrubs and Trees. The City, when deemed necessary by the City Manager, in order to provide for an adequate plot opening, may remove shrubs and trees without notification to the adjoining grave owners. Replacement will be at the discretion of the City Manager.

K. Notice of Burials. It shall be the responsibility of each person or firm to make necessary arrangements for burials at least twenty-four (24) or forty-eight (48) hours prior to such burials, all as further described below. Neither the City nor any of its employees shall in any way be liable for any delay of burial services when ~~twenty-four (24) hour~~ THE REQUIRED notice is not given. In addition, the person or firm making the arrangements must clear them through the Cemetery Office before final burial details and arrangements are made.

The cemetery, in order to provide sufficient time for the opening of plots or niches, requires ~~that all~~ FUNERAL ORDERS ~~for funerals scheduled for Saturday or the first day of a working week be in the Cemetery Office by Noon (12:00) Friday of the preceding week. Funeral orders brought in after 12:00 Noon on Friday (or the last regular working day) can be scheduled no earlier than Noon (12:00) on Monday of the next work week.~~ TO BE SCHEDULED AS FOLLOWS:

1. TRADITIONAL BURIAL
   A (48) FORTY-EIGHT HOUR NOTICE IS REQUIRED. ALL ORDERS FOR FUNERALS SCHEDULED FOR SATURDAY OR THE FIRST DAY OF THE WORK WEEK MUST BE IN THE CEMETERY OFFICE BY 11:00 AM THURSDAY OF THE PRECEEDING WEEK. FUNERAL ORDERS BROUGHT IN AFTER 10:00 AM ON FRIDAY (OR THE LAST WORKING DAY OF THE WEEK) CAN BE SCHEDULED NO EARLIER THAN 11:00 AM TUESDAY OF THE FOLLOWING WEEK.

2. FOR CREMAINS INURNMENT/BURIAL
   A TWENTY-FOUR (24) HOUR NOTICE IS REQUIRED. For funerals scheduled for Saturday or the first day of a working week, all orders must be in the Cemetery Office by 12:00 pm Friday of the preceding week. Funeral orders brought in after 12:00 pm on Friday (or the last regular working day) can be scheduled no earlier than 12:00 pm on Monday of the next work week.

L. Orders Given by Telephone. The City of Casper shall not be held responsible for any order given by telephone nor for any mistake occurring from the conversation as pertaining to instructions as to the particular plot or niche, size, and location where the interment is desired. Telephone instructions shall be followed immediately by written instructions from the funeral director or family, prior to the making of burial arrangements by the City.

M. Saturday, Sunday and Holiday Burials. Saturday burials are permitted. No burial shall be permitted on Sunday or other designated legal holiday, except with the express, written permission of the City Manager for religious or other reasons, or when certified by the Registrar of Vital Statistics to be necessary because of contagious disease or other extreme emergency for health reasons. All approved Saturday, Sunday and holiday burials must be scheduled to arrive in the cemetery no later than noon (12:00 pm) and are subject to defined fees. (Legal holidays will be defined as per current City Personnel Rules affecting cemetery employees.) Funerals that occur on weekends or City recognized holidays will be subject to a weekend and holiday fee.

N. Funeral Corteges. It is required of all funeral directors that they inform those attending funeral services in the cemetery that, whether or not they are arriving individually or in the funeral cortege, they must abide by all traffic and parking regulations. No automobile shall park on the grass at any time. Livestock in the cemetery is strictly prohibited at Highland Cemetery.

Section 8 - Disinterring Bodies

A. Disinterment. The removal of the body of any deceased person, or disinterring or opening of the plot of any deceased person buried in the cemetery, shall not be done, except under order by a court of competent jurisdiction or a removal permit properly executed by the Registrar of Vital Statistics, or under order of the City Council with a removal permit properly executed by the Registrar of Vital Statistics; and then, only by the City and under the supervision of the City Manager, provided a fee is paid as provided herein, and a disinterment affidavit has been properly completed and filed with the Cemetery office. There is no requirement for the removal of cremated remains container of any deceased person, except with written consent in the form of an affidavit from the owner or legal heir of the plot. The removal of such remains shall only be performed by City staff or persons or firms preapproved by the City Manager. Witnesses to such removal, opening, or disinterment shall not be allowed, except where required by law, provided further that such disinterments shall be done in conformity with Wyoming State Law.

B. Traditional Double Burial Disinterment. In cases of double traditional burials in a single plot, no disinterment will be allowed for the lower of the two remains, unless removal is approved by the City Manager, or ordered by a court of competent jurisdiction. In the event a court order is issued, disinterment will then only be allowed with a pre-payment for additional costs associated with hiring a contractor, and/or leasing of the appropriate equipment to remove the vault from the deeper trench, all in compliance with Occupational Safety and Health Act (OSHA) standards for workers in confined spaces. The cost of this disinterment will be the contractor's cost, plus ten percent (10%).

C. Services Provided. The services provided in connection with disinterments include removing the remains of the deceased, the casket if any, and the burial receptacle, placing the same on top of the ground, and backfilling the empty burial space in the plot. The party responsible for removal of the disinterred remains from the cemetery grounds must do so forthwith.

D. Disinterment Liability. The City shall endeavor to exercise reasonable care in carrying out a disinterment but it assumes *no liability* for damage to any casket, burial receptacle, the remains of the deceased, or any other property during the disinterment process.

E. Disinterment Fees: Fees for disinterment services shall be as follows:

Adult Traditional/Indigent Traditional/ Mausoleum	
Disinterment	~~$1,000~~-2,000
Reinternment	~~$500~~-600
Columbarium	
Disinterment	~~$50~~-150
Reinternment	~~$50~~-150
Cremains/ Indigent Cremains	
Disinterment	~~$215~~-250
Reinternment	~~$215~~-250
Infant	
Disinterment	~~$570~~-600
Reinternment	~~$95~~-300

Section 9 - Abandoned and Unoccupied Cemetery Plots or Niches.

A. Abandoned and Unoccupied Cemetery Plots or Niches. The City of Casper reserves the right to reclaim abandoned and unoccupied cemetery plots or niches where there has been no contact or knowledge of the owners, heirs, or assigns for more than fifty (50) years. These plots or niches shall be declared abandoned by giving notice served by registered mail to such owners, heirs, or assigns. If an address cannot be ascertained, a notice shall be given by publication allowing owners, heirs, or assigns thirty (30) days in which to advise the City Manager of their identity, address, and to provide documentation establishing their legal claim. In such event, the City will not declare the plots or niches abandoned. So long as the plots or niches remain unsold, the owners, heirs, or assigns may reclaim them by identifying themselves and establishing their right to such plots or niches.

B. Failure to Communicate. Upon failure of the owners, heirs, or assigns to communicate with the City of Casper, the City Council shall, by resolution, declare such plots or niches abandoned. Thereafter, the City may resell such plots or niches, but shall place in trust an amount of money equivalent to the original selling price for such plots or niches for payment to the owners, heirs, or assigns. Said trust fund shall be placed in legal investments and the earnings or interest therefrom shall annually be deposited to the City of Casper general fund. The owners, heirs, and assigns shall not be entitled to any interest or earnings of these monies. Money received from the resale of such plots or niches and deposited in such trust fund may be withdrawn by the City Clerk/Treasurer and placed in the general fund if not claimed by the owners, heirs, or assigns within twenty-five (25) years after being deposited.

Section 10 - Monuments and Mausoleums.

A. General. No monument shall be placed until all plot and interment fees have been paid, and a completed setting permit has been filed with the Cemetery office. Any person desiring to erect a monument or other improvement upon any plot in the cemetery shall do so under the supervision of the City Manager and in compliance with such rules and regulations governing the same as may be adopted and in force at the time. The City of Casper reserves the right to move or remove any monument or improvement not in compliance with resolution or supervisory guidelines. All costs associated with the relocation or movement of such improvement(s) may be billed to the owner(s) by the City of Casper.

B. Completion Bond. Any contractor, person, or firm that sets one (1) or more mausoleums, or more than five (5) vaults, tombs, or any type of memorial or planter per year must be bonded for Ten Thousand Dollars ($10,000.00) or post a cash bond of equal amount before the City Manager will authorize erection of such. A bond of Three Thousand Dollars ($3,000.00) or cash bond of Three Thousand Dollars ($3,000.00) is required for those setting five (5) or fewer memorials, planters, plaques, etc., per year before the City Manager will authorize erection of such. All bonds must be valid for and will be retained for a period of five (5) years for mausoleums and three (3) years for all others.

C. Memorials. The interment owner shall not erect or place or cause to be erected or placed, on any plot(s) in the cemetery, a memorial that has not been approved by City Manager.

D. Monument Placement. All monuments, memorials, mausoleum placements, and other improvements will be permitted and located by cemetery staff. The fee for such permit will be Thirty Dollars ($30.00) for any raised marker purchased prior to 2015. The fee for such permit for a raised marker that stands up to twenty-four (24) inches in height, measured from the ground to the top of the marker, shall be Fifty Dollars ($50.00). The fee for such permit for a raised marker that stands taller than twenty-four (24) inches in height will be One Hundred Dollars ($100.00). The fee for such permit for a flush mounted marker that stands no taller than one half (1/2) inch in height will be waived. The appropriate fee is due prior to the setting of the stone. All monuments or headstones must be in line with surrounding monuments or headstones. Where permitted, footstones must be mounted flush with the ground. Monuments or headstones shall be placed so that the name can be read from the nearest road on outline plots and from the alley on all others (this will require some monuments being placed at the foot of the plots in Section E). Areas reserved for mausoleums are Blocks 4, 5, 13, 104, and 106.

Areas requiring flush markers are Blocks 126, 128, 129, 159, 160, the area adjacent to the South Boundary fence next to Blocks 215 through 221, the roadway between Blocks 7, 8, 9, 10, and all of Lot 22, Section E. All other blocks in Highland Cemetery may use upright markers. Any plot in areas of the cemetery originally converted from alleys must have flush markers only. All new areas developed in the cemetery will be designated for either "flush only" or "upright or flush" by the City Manager.

The City Manager is authorized to designate additional "flush only" blocks at any time. In flush marker areas, no upright obstacles (vases, wreaths, plantings, etc.) are allowed at any

time other than the one (1) week preceding and two (2) weeks following Memorial Day.

E. Columbarium Engravings. Engravings will be allowed on columbarium's on the 10.5 x 10.5 inch wide niche panels. Designs are allowed in a 4 x 9 inch area within the panel only. The uniform fonts as listed on the engraving template are the Vermaco and Mon. Condensed. The last name is to be no taller than 1 inch, the first name no taller than .875 inches, and the dates of birth and death no taller than .75 inches.

F. Mausoleums. No mausoleum may be erected without first submitting the plans and specifications to the City Manager for written approval. All plans and specifications must conform to the laws of the State of Wyoming, as well as all local regulations. Foundations for mausoleums, tombs, or vaults shall be of concrete poured to a depth of not less than six (6) inches below the frost line as is designated by the City Manager. Mausoleums, tombs, or vaults shall be constructed only on blocks designated for that purpose by the City Manager. Placement of mausoleums in other areas may be allowed with written permission from the City Manager. The seller from whom the mausoleum is purchased must guarantee that the stone used is of first quality and free from rust, stains, and natural faults which might cause chips or cracks to appear in the future. The guarantee shall be for a period of five (5) years minimum.

G. Foundations. Where foundations for markers, monuments, and other like things are installed, they shall be constructed with five (5) inches extended on all sides of the base and shall contain sufficient base depth (minimum four (4) inches) for the solid support of item installed. Any deviations or exceptions to these requirements must have approval of the City Manager, and must be detailed on the completed permit. Mausoleums or tomb foundations must be in compliance with the specifications for such structures.

H. The Right to Remove. Should any monument, mausoleum, or tomb, in the opinion of the City Manager, become unsightly, dilapidated, or dangerous to cemetery visitors, the City Manager shall have the right, at the expense of the monument, mausoleum, or tomb owners, either to correct the condition or to remove same. In the event a body is interred on any block so involved, the City Manager, at his/her discretion, shall have the right, after prior notice if such may be practically given, to remove any remains thus interred on the area, and to place the same in single plots to be chosen by the City Manager for temporary interment until the situation necessitating the removal is corrected, such to be done in conformance with Wyoming Statutes.

I. Regulations for Cemetery Work. Persons erecting monuments or doing work of any kind in the cemetery will be held responsible for any damage done by them to trees, grass, or any property and shall conform to the following:

1. Before doing work of any kind, it shall be necessary to obtain directions and consent from the City Manager, who shall have complete supervision.

2. No person shall disturb the sod on any lot or plot or make or remove any plantings, except in accordance with the rules and regulations and with the permission of the City Manager.

3. All work shall be done as rapidly as possible and any rubbish shall be immediately removed by those responsible. No rubbish or materials of any kind shall be scattered or placed upon any other burial space.

4. In the erection of monuments, any necessary posts, ropes, or wires shall be secured in the alleyways. No ropes or wires shall be attached to other monuments or to trees. In unloading monuments, planks shall be used where necessary to protect the grass.

J. Cemetery Responsibility. The cemetery will not be responsible under any circumstances for any loss or damage to any marker, monument, mausoleum, vase, or other fixture placed on any burial plot where such loss or damage is caused by thieves, vandals, accidents, or any act of God. Further, the City will not be responsible for mistakes made in the placement or engraving of any memorial.

K. Prohibited Monument Materials. In the best interest and in the protection of plot owners, memorials of concrete, artificial wood, tin, iron, porcelain, glass, clay, composite, plastic or any other man-made material will not be permitted to be erected in any City-owned cemetery.

L. Agreement. Monument builders and contractors erecting any monuments, markers, memorials, foundations, and other similar things in the cemetery, must do so in conformity with the cemetery requirements and in accordance with the Trade Standard of proper methods of handling and setting same. If any fault which results from any improper setting develops within five (5) years of the date of placement in the cemetery, such fault will be rectified by the builder or contractor without cost to the cemetery.

M. Corner Markers. Lot corner markers or family plot markers shall be made of monumental stone of the same kind as the monument and placed flush with grade. All such items must be set by an authorized bonded contractor or dealer.

N. Outside Workmen. All workmen employed by outside contractors or firms are subject to the regulations of the cemetery while working within the cemetery.

Section 11 - Decorations.

A. Allowed Decorations. No person shall place upon any burial plot anything other than flowers, wreaths, flags, or other temporary decorations and such receptacles, except as provided in this section.

B. Lost Decorations. The City shall not be held liable for lost, misplaced or broken decorations or flower vases or for damage caused by the elements, thieves, vandals, or by causes reasonably beyond its control. The City reserves the right to regulate the method of decorating lots and the right to regulate decoration so that a uniform beauty may be maintained.

C. Prohibited Articles and Receptacles. Any fragile materials, tin cans, glass jars, ceramic figurines, and pottery, etc., or other temporary container that does not conform to the surroundings, are prohibited. The placing of any box, can, shell, toy, ornament, sign, plant hanger, pole or staff, card, or other similar article upon any grave shall not be permitted (without permission of the City Manager) to remain on a plot site longer than two (2) weeks, due to safety and maintenance concerns. These items are allowed only during Memorial Day, Thanksgiving, Christmas, Easter, or the deceased's birthday, and are limited to two (2) such items per plot at any time. If any of the above articles are placed on a plot not conforming to the above guidelines, or become unsightly or unkempt, the cemetery reserves the right to remove them without notice to the owner. Neither the City nor its employees shall be liable in any way for removal of any of the above articles. No concrete, gravel, stone, or brick paths, or artificial walks will be permitted. Copper, brass, aluminum, concrete, marble, fiberglass, redwood, or comparable material is acceptable for planters and vases. The cemetery reserves the right to regulate the decoration of plots to ensure that beauty can be maintained and proper maintenance can take place.

D. Rubbish Receptacles Provided. The throwing of rubbish anywhere within the cemetery grounds is prohibited OTHER THAN INSIDE A TRASH RECEPTACLE.

E. Erection of Fences, Copings, Hedges, Etc., Prohibited. No person shall erect a fence, coping, comer-post, hedge, or other boundary marker upon any plot, lot, or block.

F. Potted Plants and Flowers. Potted plants will be allowed to remain as grave decoration as long as they remain in good appearance and as long as they are placed on or near the headstone and do not obstruct the general maintenance of the cemetery. Cut flowers are allowed at all times but must be in acceptable containers and will be removed when they become unsightly. The cemetery assumes no responsibility for the maintenance of private plantings and reserves the right to remove or modify these plantings at any time and for any purpose.

G. Memorial Day Decorations. All temporary decorations and artificial flowers assembled on the grass or plots shall be picked up starting two weeks after Memorial Day. These flowers and decorations will be stored for two weeks at the Cemetery Garage before being discarded. Cemetery vases and cans sold by local florists and retailers will be allowed for this two-week period only. Neither the City nor its employees shall be liable in any way for removal of any of the above articles.

H. Christmas Decorations. Winter decorations, Christmas wreaths and grave blankets placed on plots within the cemetery are permitted to remain from December 1st through March 1st. Neither the City nor its employees shall be liable in any way for removal of any of these articles.

Section 12 - Miscellaneous Restrictions.

A. Improper Assemblages. The City Manager shall have the power to prevent improper

assemblages and boisterous and unseemly conduct. The City Manager shall have the power to enforce all ordinances, rules, and regulations pertaining to the cemetery and to exclude from the cemetery any person or persons found in violation thereof. The City Manager shall have charge of the cemetery grounds and buildings, and at all times shall have supervision and control over all persons in the cemetery.

B. Intoxicating Liquors Prohibited. Bringing intoxicating liquors or alcohol of any kind into any cemetery is strictly forbidden.

C. Children Restrictions. Children under fifteen (15) years of age will not be permitted in the cemetery unless accompanied by an adult, or unless given prior permission by the City Manager.

D. Traffic and Safety Regulations. It shall be unlawful for any person to drive at a greater speed than fifteen (15) miles per hour in the cemetery. No heavy trucks or vehicles with heavy loads will be permitted in the cemetery without first obtaining the permission of the City Manager.

E. Damaging Cemetery Property Prohibited. The penalty for any person who shall injure, deface, or otherwise damage or remove any headstone, urn, monument, tree, shrub, flower, funeral flowers, floral pieces, vase, or other property in any cemetery shall be as provided by any applicable laws.

F. Notices or Advertisements. No signs, notices or advertisements, other than those created by the City related to cemetery business, shall be permitted within the cemetery grounds.

G. Noise Restrictions. During funeral services, all construction, loud talking, or other activity on cemetery property that might interfere with services is prohibited.

H. Improprieties. All persons in the cemeteries shall conduct themselves with a level of decorum appropriate to the solemnity of the purposes and uses of the cemeteries, and with respect for other persons and for property within the cemeteries.

I. Firearms. Except for firearms used in connection with the ceremonies of the military burial, none shall be permitted in the cemetery without special written consent of the City Manager.

Section 13 - Errors, Amendments, Exceptions

A. Errors. The City Manager shall have the right to correct any errors that may be made by him, or his employees, either in making interments, disinterment's and removals, or in the description, transfer, and conveyance of any interment property. This may be done either by directing the canceling of such conveyance and substituting a conveying in lieu thereof other interment property of equal value or by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the City reserves the right to

remove and transfer such remains so interred to such other property of equal value and similar locations as may be substituted in lieu thereof. The City Manager shall, in no way, be liable for any delay in the interment of a body where a protest to the interment has been made, or where there has been a failure to comply with the ordinance or these rules and regulations. The City Manager shall be under no duty to recognize any protest of interment unless they are in writing and filed in the Office of the City Manager.

B. Amendments. The City may choose, and hereby expressly reserves the right to adopt new rules or regulations or to amend, alter and/or repeal any rule, regulation, article, section, paragraph or sentence in these rules and regulations. Such new or amended rules and regulations shall be binding on the right of interment owners of all lots and burial spaces regardless of the date such right of interment owner acquired the right of interment. These rules and regulations, having been adopted by resolution of the City Council, may only be amended by adoption of a subsequent resolution.

C. Hardship Exceptions. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The City, therefore, reserves the right for the City Manager to, without notice, make exceptions, suspensions or modifications in any of these rules or regulations, when, in his/her judgment, the same appear advisable; and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application or enforcement of these rules and regulations.

BE IT FURTHER RESOLVED: That this resolution shall become effective _____.

BE IT FURTHER RESOLVED: That resolution No. 16-99 is hereby rescinded.

PASSED, APPROVED AND ADOPTED this_____ day of _____, _____.

APPROVED AS TO FORM:

Walter Trauger III

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

June 8, 2018

MEMO TO: J. Carter Napier, City Manager 77 for J. Carter Napier

FROM: Tim Cortez, Parks and Recreation Director
Dan Coryell, Parks Manager DC

SUBJECT: Amendment To The Lease Between The City Of Casper And Gary Marsh, Inc., In Regards To The WyoCity Golf Tournament

Meeting Type & Date
Regular Council Meeting
June 19, 2018

Action type
Resolution

Recommendation
That Council, by resolution, authorize an amendment to the lease agreement between the City of Casper and Gary Marsh, Inc., in regards to the WyoCity golf tournament.

Summary
On March 5, 2013, the City of Casper and Gary Marsh, Inc. entered into a Lease Agreement for the entire bottom floor of the City of Casper municipal golf course clubhouse located at 2120 Allendale Boulevard in Casper, Wyoming. The lease expires by its terms on April 1, 2019.

Section 7 of the Lease Agreement sets forth the rights and responsibilities of the Lessee (Gary Marsh, Inc.) regarding the Casper Municipal Golf Course. One such item is conducting all golf tournaments held on the property and to initiate, advertise, market, and promote them.

This spring the City was approached by Creative Combinations, LLC, to host a golf tournament and sell membership cards to Casper Municipal Golf Course, Paradise Valley Country Club, Three Crowns Golf Club and the Casper Country Club. Creative Combinations, LLC, proposed creating and selling up to 500 membership cards for $600 each that, when purchased, would entitle the purchaser up to three rounds of golf at each participating golf course, plus participation in the WyoCity OPEN, a golf tournament to be held over Labor Day weekend in 2018 and 2019.

Creative Combinations, LLC, proposed to handle all of the advertising and card sales under the business arrangement, and compensate the City for the use of its golf course with 18.175% of the revenue from each card sale.

Because the authority for scheduling and advertising golf tournaments at the Casper Municipal Golf Course is the responsibility of Gary Marsh, Inc., not the City, this Amendment is necessary to allow for the City to collect the 18.175%.

Financial Considerations
The Lessee agrees to collect from Creative Combinations, LLC, and pass-along to the City, the 18.175% of the revenue for each card sold on or before June 15th of each year.

Oversight/Project Responsibility
Dan Coryell, Parks Manager
Jason Ostlund, Golf Course Superintendent

Attachments
Resolution
Amendment

AMENDMENT TO THE LEASE AGREEMENT

The Amendment to the Lease Agreement ("Amendment") is entered into on this _____ day of _____, 2018, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, the "Lessor," whose address is 200 North David Street, Casper, Wyoming 82601.

2. Gary Marsh, Inc., the "Lessee," whose address is P.O. Box 2792, Casper, Wyoming 82602.

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 March 5, 2013, the Lessor and Lessee entered into a Lease Agreement ("Lease") for the entire bottom floor of the City of Casper municipal golf course clubhouse located at 2120 Allendale Boulevard in Casper, Wyoming. The lease expires by its terms on April 1, 2019.

B. Section 7 of the Lease sets forth the rights and responsibilities of the Lessee regarding the Casper municipal golf course such as golf tournaments (initation, marketing, promotion, record-keeping), green fees, golf cart fees, maintenance of the facility, monitoring golf course behavior, inventory and merchandising.

C. Section 8 of the Lease describes the fees the Lessor agrees to pay the Lessee for his services, and other costs for which the Lessor is responsible.

D. Creative Combinations, LLC ("CC, LLC"), contacted the City of Casper municipal golf course, Paradise Valley Country Club, Three Crowns Golf Club and the Casper Country Club, and proposed creating and selling up to 500 cards for $600 each that, when purchased, would entitle the purchaser up to three rounds of golf at each participating golf course, plus participation in the WyoCity OPEN, a golf tournament to be held over Labor Day weekend in 2018 and 2019 (together, the "business arrangement").

E. CC, LLC proposed to handle all of the advertising and card sales under the business arrangement, and compensate the City for the use of its golf course with 18.175% of the revenue from each card sale.

F. The Lease gives the authority for scheduling and golf tournaments to the Lessee, not the Lessor, and thus, this Amendment is necessary to allow for the business arrangement proposed by Creative Combinations, LLC.

G. This Lease Amendment reflects the good faith negotiations of the parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the 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. Section 21 is hereby added to the Lease as follows:

21. BUSINESS ARRAGEMENT WITH CC, LLC:

A. The parties agree that the proposed business arrangement with CC, LLC, is different than anything contemplated in the Lease. As such, the parties agree to modify the Lease solely for the business arrangement with CC, LLC, and only as described in this Amendment.

1. Under Section 7 of the Lease, the initiation, marketing, and promotion of golf tournaments and other reservations for course play are the responsibility of the Lessee. In the case of the business arrangement, however, CC, LLC, is responsible for all advertising, promotion and sales, not the Lessee.

2. Under Section 7 of the Lease, the Lessee is responsible for conducting all golf tournaments held on the leased premises. That is still generally true. However, presumably, "conducting golf tournaments" may include providing prizes for the tournament. In the case of the business arrangement, however, CC, LLC, is responsible for providing any and all prizes for the WYOCity Open golf tournament, not the Lessee.

3. Under Section 8 of the Lease, the Lessor agrees to pay the Lessee, for services rendered as a Golf Pro, an amount equal to 22.5% of the green fees and golf cart rental fees on a monthly basis, plus an incentive payment related to customer satisfaction. The green fees, golf cart rental fees, and incentive payments to the Lessee shall not change. However, the business arrangement also contemplates paying the City 18.175% of the revenue for each card sold. As such, the Lessee agrees to collect from CC, LLC, and pass-along to the City, the 18.175% of the revenue for each card sold on or before June 15th of each year.

4. The Lessor understands and acknowledges that CC LLC, will be entering into a separate and distinct agreement for proceeds and participation with the Lessee. The Lessor agrees that it will permit any such reasonable agreement between CC LLC, and the Lessee, and will permit the Lessee to participate in such program for incentives and sales under the business arrangement.

B. Card Sales and Potential Misuse. In its Agreement with CC, LLC, Lessee shall require that cards are not sold after June 15th of each year, and a list of the cards (which shall be numbered) and their holders corresponding with the card number, shall be provided to both the Lessor and Lessee on June 16th of each year. Lessee shall use the numbered list to ensure that only the holder of the card actually uses the card, and that no more than three rounds of golf, plus the tournament rounds are used for each card issued.

3. RATIFICATION

The terms and conditions of the Lease, 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

Walter Trenk

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
Clerk

Ray Pacheco
Mayor

WITNESS

By: Christa Wiggs
Printed Name: Christa Wiggs
Title: Assistant City Clerk

LESSEE
Gary Marsh, Inc.

By: Gary Marsh
Printed Name: GARY MARSH
Title: PRESIDENT

RESOLUTION NO. 18-140

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE LEASE BETWEEN THE CITY OF CASPER AND GARY MARSH, INC., IN REGARDS TO THE WYOCITY GOLF TOURNAMENT.

WHEREAS, On March 5, 2013, the City of Casper and Gary Marsh, Inc., entered into a Lease Agreement ("Lease") for the entire bottom floor of the City of Casper municipal golf course clubhouse located at 2120 Allendale Boulevard in Casper, Wyoming. Responsibilities of the Lessee include the initiation, marketing, and promotion of golf tournaments and other reservations for course play. The lease expires by its terms on April 1, 2019.

WHEREAS, Creative Combinations, LLC ("CC, LLC"), contacted the City of Casper municipal golf course, Paradise Valley Country Club, Three Crowns Golf Club and the Casper Country Club, and proposed creating and selling up to 500 cards for $600 each that, when purchased, would entitle the purchaser up to three rounds of golf at each participating golf course, plus participation in the WyoCity OPEN, a golf tournament to be held over Labor Day weekend in 2018 and 2019.

WHEREAS, CC, LLC proposed to handle all of the advertising and card sales under the business arrangement, (instead of Gary Marsh, Inc.) and compensate the City for the use of its golf course with 18.175% of the revenue from each card sale.

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 Lease Agreement between the City of Casper and Gary Marsh, Inc., for purposes of the WyoCity golf tournament.

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2018.

APPROVED AS TO FORM:

Walter Trembath

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

June 12, 2018

MEMO TO: J. Carter Napier, City Manager JN

FROM: Keith McPheeters, Chief of Police KMcP 307

SUBJECT: Authorizing the sole source purchase of X29P Series Tasers from Pro Force Law Enforcement in the amount of $31,820.00 for immediate deployment by the Casper Police Department.

Meeting Type and Date:
Regular Council Meeting
June 19, 2018

Action Type: Minute Action

Recommendation:

That Council, by minute action, authorize the sole source purchase of twenty-five (25) X26P Series Tasers from Pro Force Law Enforcement in the amount of Thirty-One Thousand Eight Hundred and Twenty Dollars ($31,820.00).

Summary:

Historically, the Casper Police has used ProForce Law Enforcement as a vendor. Axon (formerly Taser) will no longer support the X26 Taser, currently in use by the Casper Police Department. Axon phased this model out of their manufacturing and maintenance in 2015 and no longer provides data updates, repair, or replacement for the X26 Taser. Currently, the department has purchased and issued twenty-five X26P Tasers and needs to purchase fifty (50) more to meet the operational needs of the department. Since we have no service support for the X26 Taser, it is imperative for Officer safety that we purchase the upgraded Taser insuring parts and service are available and we have Tasers readily available in case of breakdown.

This specific purchase has not been budgeted for this fiscal year; however, due to current events and the constant threat to Officer safety, the Department has determined that it is vital to move forward with this purchase immediately.

The Casper Police Department requests that the Tasers be sole sourced and purchased through ProForce Law Enforcement, who is an authorized distributor for Axon. The new Tasers would be identical to those previously purchased from ProForce Law Enforcement in 2016 and 2017. The Casper Police Department is confident knowing that parts and service are readily available as they have specialized in supplying law enforcement equipment for 13 years.

Financial Considerations:

Funding for this purchase will come from the other materials line item with the intent to transfer leftover funds in the Adult Prisoner Care line item from the Casper Police Department 2017-2018 budget.

Oversight/Project Responsibility:

Lieutenant Ryan Dabney and Detective Jon Peterson will oversee the project and communicate directly with Chief McPheeters regarding the status.

Attachments:

Quote from Pro Force Law Enforcement

PROFORCE LAW ENFORCEMENT
3009 North Highway 89 Prescott, AZ 86301
Tel: (928) 776-7192 Fax:(928) 445-3468
sales@proforceonline.com www.proforceonline.com
FFL # 9-86-025-01-4G-00508

PRICE QUOTE	QUOTE#	PAGE
	408321	1
	SHIP DATE	
	A.S.A.P.	

SOLD TO
CASPER POLICE DEPARTMENT
ACCOUNTS RECEIVABLE
201 N DAVID
CASPER WY 82601

SHIP TO
CASPER POLICE DEPARTMENT
JONATHAN PETERSON
201 N DAVID STREET
CASPER WY 82601

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	06/08/18	010458	A	RICK CRAYS	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
25	11002 TSR X26P BLK CLASS III LASER	1,022.00	EA .00	25,550.00
25	22010-TSR TSR PERFORMANCE POWER MAG PPM	62.00	EA .00	1,550.00
25	11501 TSR HLST X26P BLACKHAWK RH	61.00	EA .00	1,525.00
100	44203 TSR CART M26/X26 25FT XP	31.95	EA .00	3,195.00

This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.
ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to sales@proforceonline.com. For orders over $5,000, a PO or signed quote is required to process the order.
Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items
PLEASE READ ATTACHED:

Please be aware that handling charges are not actual freight and are therefore subject to sales tax in California and Washington.

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT
3009 North Highway 89 Prescott, AZ 86301
Tel: (928) 776-7192 Fax:(928) 445-3468
sales@proforceonline.com www.proforceonline.com
FFL # 9-86-025-01-4G-00508

PRICE QUOTE	QUOTE#	PAGE
	408321	2
	SHIP DATE	
	A.S.A.P.	

SOLD TO
CASPER POLICE DEPARTMENT
ACCOUNTS RECEIVABLE
201 N DAVID
CASPER WY 82601

SHIP TO
CASPER POLICE DEPARTMENT
JONATHAN PETERSON
201 N DAVID STREET
CASPER WY 82601

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	06/08/18	010458	A	RICK CRAYS	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE

ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customer from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.

IMPORTANT: To order from this quotation, please sign below, attach Purchase Order, and email to sales@proforceonline.com

Printed Name: _____

Date: _____ P.O.: _____

Signature: _____

COMMENT
FOR: JOHN PETERSON
JPETERSON@CASPERWY.GOV
BY: MATT ANDERSON

TERMS DUE NET 30 DAYS

SALES AMOUNT 31,820.00

June 6, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Tracey L. Belser, Support Services Director TLB
Zulima Lopez, Assistant Support Services Director

SUBJECT: Authorize the Purchase of One (1) New One Ton Truck With Service Body and Accessories, in the Total Amount of $63,559.86, for Use by the Water Distribution Division of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
June 19, 2018

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of one (1) new one ton truck with service body and accessories, from Fremont Motor Company, Sheridan, Wyoming, to be used in the Water Distribution Division of the Public Services Department, in the total amount of $63,559.86.

Summary
On May 16, 2018 bids were requested for one (1) new one ton pickup truck with service body and accessories. On June 1, 2018, two (2) submittals were received from Wyoming vendors but only one vendor actually submitted a bid.

The purchase will replace one (1) 2008 Ford F-350 truck with a service body that is due for replacement by age, mileage, and maintenance cost. The new truck will be utilized daily by the Water Distribution Division for water infrastructure maintenance and emergency water break or leak repairs.

As required by Wyoming State Statute 15-1-113(b), the notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended purchase of the service truck from Fremont Motors, Sheridan, meets all of the required specifications for the new vehicle. The bids were as follows:

Bid Item	Vendor	Total Amount
(1) One Ton Truck With Service Body/Accessories	Fremont Motors Sheridan, WY	$63,559.86
(1) One Ton Truck With Service Body/Accessories	Fremont Motors Casper, WY	No bid

Financial Considerations
This purchase was approved in the FY18 adopted budget and is funded by the Water Fund.

Oversight/Project Responsibility
This purchase will be made by Zulima Lopez, Assistant Support Services Director, with oversight being transferred to Clint Conner, Water Distribution Manager, after the equipment is received.

Attachments
No Attachments