

# COUNCIL MEETING AGENDA

**Casper City Council  
City Hall, Council Chambers  
Tuesday, April 16, 2019, 6:00 p.m.**



## COUNCIL POLICY PUBLIC STATEMENTS

- I. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, or Second or Third Reading Ordinance, Must Submit a **Request to the City Clerk's Office by 12:00 Noon on the Monday Immediately Preceding the Council Meeting, or May Speak During the Communications From Persons Present.**
- II. When Speaking to the City Council Please:
  - Clearly State Your Name and Address.
  - Direct all questions/comments to the Mayor and only the Mayor.
  - No personal attacks on staff or Council.
  - Speak to the City Council with Civility and Decorum.
- III. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- IV. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- V. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE APRIL 2, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 13, 2019
4. CONSIDERATION OF MINUTES OF THE APRIL 2, 2019 EXECUTIVE SESSION – LAND ACQUISITION AND POTENTIAL LITIGATION

We are CASPER

**Communication    Accountability    Stewardship    Professionalism    Efficiency    Responsiveness**

5. CONSIDERATION OF BILLS AND CLAIMS

6. COMMUNICATIONS

A. From Persons Present

7. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish May 7, 2019, as the Public Hearing Date for Consideration of:
  - a. Amendments to the **Mobile Vendor Parking Permit Ordinance** in Municipal Code 10.36.031.
  - b. Amendment to the **International Fire Code Regarding Mobile Food Preparation Vehicles**.
  - c. **New Resort Liquor License No. 7 Highend** Hotel Group of America, LLC d/b/a **Ramada Plaza Riverside Hotel & Convention Center Casper**, Located at 300 West F Street.

8. PUBLIC HEARINGS

A. Ordinance

1. Approving the **Vacation of a Portion of South Elm Street**, Between West Collins and West 8<sup>th</sup> Street.
2. Annexation and Plat a Portion of a Previously Abandoned WYDOT Right-of-way Located, and in the SE1/4SW1/4 of Section 18, Township 33 North, Range 79 West, 6th P.M., Natrona County Wyoming a Vacation and Replat of Lot 1, McNamara Heights Addition, to Create the **West Casper Commerce Center Addition**, Comprising 1.68 Acres, More or Less, Generally Located at the North East Corner of CY Avenue and South West Wyoming Boulevard; and Consideration of a Request to Establish the Zoning as C-2 (General Business).

B. Minute Action

1. New **Distillery Satellite Liquor License No. 1** for Backwards Distilling Company, LLC, d/b/a **Backwards Distilling Company Satellite**, Located at 214 South Wolcott.

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9. RESOLUTIONS

A. Consent

1. Approving and Authorizing One-Year Contracts with **AAA Landscaping** for **Clean-up of Weeds and Trash Covered Properties for Code Enforcement**.
2. Approving and Authorizing One-Year Contracts with **B & B Sales and Services** for **Clean-up of Weeds and Trash Covered Properties for Code Enforcement**.
3. Authorizing a Lease Agreement with **Boomtown Motocross**, for Operation of the **Prickly Pear Motocross Facility**.
4. Authorizing a Lease Agreement with the **Casper Shooters' Club** for Operation of the **Stuckenhoff Sports Shooters' Complex**.
5. Authorizing a Lease Agreement with **Mike Sedar BMX Parents' Association** for the Operation of **Mike Sedar BMX Facility**.
6. Authorizing a Professional Services Agreement with **Monson Janitorial Services, Inc.** for the Provision of **Custodial Maintenance Services** for City Facilities.
7. Authorizing an Agreement with the **Installation and Service Company, Inc.**, in the Amount of \$110,620.20, for the **George Tani Parking Drainage Repair**, Project No. 18-068.
8. Authorizing Change Order No. 5 to the Agreement with **Caspar Building Systems, Inc.**, for the **Baler Building/MRF Expansion Project**.
9. Approving a Contract for Professional Services with the **Casper Area Economic Development Alliance, Inc.** for Assistance with **Grant Funding**.

10. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of **Forensic Imaging Equipment and Software** from **Secure Digital Forensic Imaging** for use by the Police Department and Wyoming Medical Center in the Total Amount of \$38,625.

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

12. ADJOURNMENT

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Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, May 7, 2019– Council Chambers

6:00 p.m. Tuesday, May 21, 2019 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, April 23, 2019 – Council Meeting Room

4:30 p.m. Tuesday, May 14, 2019– Council Meeting Room

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
April 2, 2019

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, April 2, 2019. Present: Councilmembers Bates, Freel, Hopkins, Johnson, Lutz, Pacheco, Walsh and Mayor Powell. Absent: Councilmember Huber. Moved by Councilmember Freel, seconded by Councilmember Walsh, to, by minute action, excuse the absence of Councilmember Huber. Motion passed.

2. PLEDGE OF ALLEGIANCE

Citizen Dean Welch led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Johnson, seconded by Councilmember Bates, to, by minute action, approve the minutes of the March 19, 2019, regular Council meeting, as published in the Casper-Star Tribune on March 26, 2019. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Johnson, seconded by Councilmember Freel, to, by minute action, approve the minutes of the March 19, 2019, executive session. Councilmember Walsh abstained from voting because he was absent from the March 19, 2019 executive session. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Hopkins, seconded by Councilmember Pacheco, to, by minute action, approve payment of the April 2, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 04/02/19		
ABaedke	Reimb	\$69.27
AMBI	Services	\$72.39
AmericanTitle	Services	\$250.00
ARaver	Reimb	\$21.00
ArrowheadHeating	Services	\$816.42
AtIntcElect	Services	\$37,378.73
BakerHostetler	Services	\$1,619.50
Balefill	Services	\$107,909.70
BankOfAmerica	Goods	\$169,253.90
BHEnergy	Services	\$45,754.97
BWilladson	Reimb	\$21.90
CasparBuildSystems	Services	\$288,631.18
CasperLeagueOfWomen	Services	\$887.70
CasperPubSafetyComm	Services	\$5,624.50
CATC	Funding	\$2,525.44

CBangerter	Resale	\$152.50
CBChurch	Refund	\$49.25
CentralPaint&Body	Services	\$5,180.25
Centurylink	Services	\$987.31
CGarner	Refund	\$12.29
CHickel	Refund	\$30.48
CIGNA	Services	\$11,741.47
CityofCasper	Services	\$27,787.21
CobanTech	Services	\$1,860.00
CollectionCenter	Services	\$901.66
CommTech	Goods	\$12,050.76
ComprLeasing	Supp	\$899.03
Comtronix	Services	\$302.85
CowdinCleaning	Services	\$748.00
CrimeSceneInfo	Services	\$109.87
CsprPD	Funding	\$389.01
DavidsonMech	Goods	\$768.59
Dell	Goods	\$3,912.21
DeltaDental	Services	\$34,193.39
DesertMtn	Goods	\$14,190.95
DrugTestingNC	Services	\$95.00
EngDsgnAssoc	Services	\$5,450.00
EnvisionElect	Services	\$1,925.00
FConaway	Services	\$95.00
FirstData	Services	\$1,079.92
FirstInterstateBank	Services	\$12.00
FirstInterstateBank	Services	\$159.00
GeosyntecConsult	Consult	\$4,586.60
GWMechanical	Services	\$11,630.00
HolthseApprsl	Svc	\$3,000.00
Homax	Goods	\$3,427.58
HopperDisp	Services	\$45,801.00
J Peterson	Reimb	\$138.95
JWatson	Reimb	\$75.00
K Suba	Reimb	\$99.71
KSvoboda	Reimb	\$100.00
LawOffHMYoungJr	Services	\$1,350.00
LisasSpicnSpan	Services	\$430.00
LStetson	Reimb	\$133.50
MBaden	Refund	\$17.42
MDolbare	Reimb	\$75.00
MillsPolice	Services	\$2,537.20
Nalco	Supp	\$15,651.72

NationalBenefitServices	Services	\$484.05
NCHHealthDept	Funding	\$90,000.00
NCMealsonWheels	Funding	\$8,062.20
NCSheriffsOffice	Funding	\$9,197.20
NMoore	Reimb	\$275.58
NrthrnLghtsMfg	Services	\$960.00
OfficeStateLands	Services	\$96,220.69
OneCallofWy	Services	\$217.50
PCN	Services	\$59,687.75
PeakGeosolutions	Services	\$4,643.68
Pepsi	Goods	\$643.10
PorterMuirhead	Services	\$35,250.00
PostalPros	Services	\$10,368.30
PowerScreening	Services	\$28,017.58
RailroadManagement	Services	\$235.41
ResourceManagement	Goods	\$434.25
RockyMtnPower	Services	\$187,877.70
SamParsonsUpholstery	Services	\$391.66
SChaney	Reimb	\$624.32
SkylineRanches	Services	\$482.31
StantecConsultingSvcsInc	Projects	\$26,865.25
StarTribune	Services	\$90.24
StarTribune	Services	\$298.44
StructuralDynamcs	Assmt	\$5,000.00
TEIhart	Reimb	\$34.41
TGaines	Reimb	\$75.00
TrihydroCorp	Projects	\$6,208.65
UrgentCare	Services	\$1,110.00
WarriorKit	Supplies	\$11,550.00
WestlandPark	Services	\$1,857.19
WorthingtonLenhart&Carpenter	Services	\$829.00
WyNotaryDivision	Goods	\$60.00
		\$1,463,024.74

#### 6. BRIGHT SPOT

Mayor Powell greeted Sherry McAlpin, Executive Director of Serve Wyoming. Ms. McAlpin shared information about the various projects and programs run by the organization. She introduced AmeriCorps and Senior Corps staff and members. Mayor Powell then read and presented the 2019 National Service Recognition Day proclamation to the group.

7. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Keith Rolland, 542 S. Durbin, regarding the pledge of allegiance, employee drug testing, selling the Events Center, deficit spending and the funding of the Casper Area Economic Development Alliance; and R.C. Johnson, 450 N. Washington, regarding Equal Pay Day.

8. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Walsh, seconded by Councilmember Hopkins, to, by minute action: establish April 16, 2019, as the public hearing date for the consideration of the vacation of a portion of South Elm Street, between West Collins and West 8<sup>th</sup> Street; and new Distillery Satellite Liquor License No. 1 for Backwards Distilling Company, LLC, d/b/a Backwards Distilling Company Satellite, located at 214 South Wolcott. Motion passed.

9.A PUBLIC HEARING - RESOLUTION

Mayor Powell opened the public hearing for the consideration of the adoption of the fiscal year 2019 budget amendment #2. City Attorney Henley entered one (1) exhibit: correspondence from Tom Pitlick to J. Carter Napier, dated March 22, 2019. City Manager Napier provided a brief report. There being no one to speak for or against the issue, the public hearing was closed. Following resolution read:

RESOLUTION NO. 19-49

A RESOLUTION AMENDING THE FISCAL YEAR 2019  
BUDGET OF THE OF THE CITY OF CASPER,  
AUTHORIZING THE ADJUSTMENT OF FUNDS  
THEREUNDER.

Councilmember Pacheco presented the foregoing resolution for adoption. Seconded by Councilmember Bates. Councilmember Walsh abstained from voting on the personnel raises. Motion passed.

9.B PUBLIC HEARING - MINUTE ACTION

Moved by Councilmember Walsh, seconded by Councilmember Bates, to, by minute action, cancel the public hearing for the consideration of the West Casper Commerce Center Addition, and reestablish April 16, 2019, as the public hearing date for consideration of same. Motion passed.

9.C PUBLIC HEARING - MINUTE ACTION

Mayor Powell opened the public hearing for the consideration of the transfer of location for Retail Liquor License No. 21, from Modern Electric Co, d/b/a Wyoming Bootlegger Liquor, located at 240 & 242 West 1st Street to Modern Electric Co, d/b/a Wyoming Bootlegger Liquor, located at 100 North Ash. City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated March 19, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated March 11, 2019; an affidavit of website publication, as published on the City of Casper website, dated March 20, 2019; an affidavit of notice of conspicuous posting, as posted at 100 North Ash Street, dated March 20, 2019; and the liquor license application filed February 22, 2019. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving Retail Liquor License No. 21, the public hearing was closed. Moved

by Councilmember Johnson, seconded by Councilmember Freel, to, by minute action, authorize the transfer of location of Retail Liquor License No. 21. Councilmember Bates voted nay. Motion passed.

10. ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 7-19

AN ORDINANCE APPROVING THE CABIN CREEK ESTATES NO. 4 SUBDIVISION AGREEMENT AND THE FINAL PLAT OF CABIN CREEK ESTATES NO. 4, COMPRISING 0.22 ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of Cabin Creek Estates No. 4, creating a single lot subdivision (the "plat"); and,

WHEREAS, the plat consists of previously unplatted land located within the Paradise Valley Golf Course property, being a Portion of the SE1/4 of Section 14, T.33N., R.80W., 6th P.M., Natrona County, Wyoming; and,

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

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

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

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

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Cabin Creek Estates No. 4 Subdivision Agreement.

SECTION 2:

That the final plat of the Cabin Creek Estates No. 4 Addition is hereby approved under terms and conditions of the Cabin Creek Estates No. 4 Subdivision Agreement.

SECTION 3:

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

PASSED on 1st reading the 5<sup>th</sup> day of March, 2019.

PASSED on 2nd reading the 19<sup>th</sup> day of March, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 2<sup>nd</sup> day of April, 2019.

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

11. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-50

A RESOLUTION APPROVING A 3-YEAR AGREEMENT WITH THOMSON REUTERS FOR WESTLAW INTERNET LEGAL RESEARCH SERVICES FOR THE CITY ATTORNEY'S OFFICE.

RESOLUTION NO. 19-51

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WHITED FLOOR SURFACING, FOR THE REC CENTER FLOOR REFINISHING, PROJECT NO. 18-091.

RESOLUTION NO. 19-52

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR THE 2019 RESIDENTIAL STREETS IMPROVEMENTS, PROJECT NO. 18-062.

RESOLUTION NO. 19-53

A RESOLUTION AUTHORIZING AN AGREEMENT WITH AIR INNOVATIONS FOR THE BALER BUILDING CO-RAY - VAC REPLACEMENT, PROJECT NO. 18-098.

RESOLUTION NO. 19-54

A RESOLUTION TO ESTABLISH FUNDING GUIDELINES FOR THE CITY OF CASPER'S HEALTH FUND.

RESOLUTION NO. 19-55

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GEOSYNTEC CONSULTANTS, INC., FOR THE CASPER REGIONAL LANDFILL LIFETIME PERMIT ANNUAL REPORTING & MONITORING, PROJECT NO. 19-005.

RESOLUTION NO. 19-56

A RESOLUTION ADOPTING THE 2019 COUNCIL GOALS.

Councilmember Walsh presented the foregoing seven (7) resolutions for adoption. Seconded by Councilmember Johnson. Councilmember Walsh voted nay on Resolution No. 19-56. Motion passed.

12. MINUTE ACTION— CONSENT

Moved by Councilmember Walsh, seconded by Councilmember Hopkins, to, by consent minute action, authorize the rejection of bids for the City Facilities Security Door Upgrades Project. Motion passed.

13. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmember Walsh requested that American flags line City streets for special events. Councilmember Bates asked that consideration be given to the necessity of additional sewer clean-out trucks. Councilmember Freel shared that he had followed up with the School District regarding school speed zones.

14. ADJOURN INTO EXECUTIVE SESSION

Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, April 9, 2019, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, April 16, 2019, in the Council Chambers. At 6:50 p.m., it was moved Councilmember Pacheco, seconded by Councilmember Freel, to adjourn into executive session to discuss land acquisition and potential litigation. Motion passed. Council moved into the Council meeting room.

At 7:23 p.m., it was moved by Councilmember Hopkins, seconded by Councilmember Johnson, to adjourn the executive session. Council returned to the Council Chambers.

15. ADJOURNMENT

At 7:23 p.m., it was moved by Councilmember Pacheco, seconded by Councilmember Freel, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Charles Powell  
Mayor

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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<b>A.M.B.I. &amp; SHIPPING, INC.</b>	19-03-548 POSTAGE	\$4.05
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$4.05</b>
	19-03-547 POSTAGE	\$20.43
	<b>Subtotal for Cost Center City Attorney:</b>	<b>\$20.43</b>
	19-03-304 POSTAGE	\$220.50
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$220.50</b>
	19-03-550 POSTAGE	\$15.15
<b>Subtotal for Cost Center Engineering:</b>	<b>\$15.15</b>	
19-03-551 POSTAGE	\$290.86	
<b>Subtotal for Cost Center Finance:</b>	<b>\$290.86</b>	
19-03-562 POSTAGE	\$331.48	
<b>Subtotal for Cost Center Police:</b>	<b>\$331.48</b>	
19-03-560 POSTAGE	\$31.39	
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$31.39</b>	
<b>Vendor Subtotal:</b>	<hr/> <b>\$913.86</b>	
<b>ALLAN'S CONCRETE</b>	RIN0029456 CENTENNIAL PARK	\$3,700.00
	<b>Subtotal for Cost Center Parks:</b>	<b>\$3,700.00</b>
<b>Vendor Subtotal:</b>	<hr/> <b>\$3,700.00</b>	
<b>ARROWHEAD HEATING &amp; AIR CONDITIONING</b>	12844 MARCH FILTER CHANGE	\$180.00
	12843 MARCH FILTER CHANGE	\$83.92
	12731A FEBRUARY FILTER CHANGE	\$83.92
	12730A FEBRUARY FILTER CHANGE	\$180.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$527.84</b>
<b>Vendor Subtotal:</b>	<hr/> <b>\$527.84</b>	
<b>ARS FLOOD &amp; FIRE CLEANUP</b>	12246 CLAIMS	\$15,256.04
	<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$15,256.04</b>

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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**Vendor Subtotal:** **\$15,256.04**

**B32 ENGINEERING GROUP  
INC**

1077 #15-058 ICE ARENA CHILLER \$3,447.81

**Subtotal for Cost Center Casper Ice Arena:** **\$3,447.81**

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**Vendor Subtotal:** **\$3,447.81**

**BART WILLADSON**

6054 CLOTHING ALLOWANCE \$18.36

**Subtotal for Cost Center Water:** **\$18.36**

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**Vendor Subtotal:** **\$18.36**

**BIG WEST LANDSCAPING LLC**

178 #18-058 HERITAGE HILLS RECLAMA \$400.00

**Subtotal for Cost Center Engineering:** **\$400.00**

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**Vendor Subtotal:** **\$400.00**

**BLACK HILLS ENERGY**

AP000183040419 NATURAL GAS \$5,396.24

**Subtotal for Cost Center Aquatics:** **\$5,396.24**

AP000226040419 NATURAL GAS \$263.57

**Subtotal for Cost Center Cemetery:** **\$263.57**

AP000227040419 NATURAL GAS \$1,368.96

**Subtotal for Cost Center City Hall:** **\$1,368.96**

AP000188040419 NATURAL GAS \$323.60

**Subtotal for Cost Center Golf Course:** **\$323.60**

AP000184040419 NATURAL GAS \$965.36

**Subtotal for Cost Center Ice Arena:** **\$965.36**

AP000191040419 NATURAL GAS \$1,045.50

**Subtotal for Cost Center Recreation:** **\$1,045.50**

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**Vendor Subtotal:** **\$9,363.23**

**BUREAU OF RECLAMATION**

90709800 ANNUAL PYMNT- KENDRICK WATER \$1,947.47

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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**Subtotal for Cost Center Water:** **\$1,947.47**

**Vendor Subtotal:** **\$1,947.47**

## CAROLINA SOFTWARE

71165 SOFTWARE \$450.00

71023 AUTO SCALE SOFTWARE \$250.00

**Subtotal for Cost Center Balefill:** **\$700.00**

**Vendor Subtotal:** **\$700.00**

## CASELLE, INC.

94393 CONTRACT SUPPORT & MAINTENANCE \$75.00

**Subtotal for Cost Center Finance:** **\$75.00**

**Vendor Subtotal:** **\$75.00**

## CASPAR BUILDING SYSTEMS, INC.

BB011 BALER BUILDING EXPANSION PROJ \$94,568.00

**Subtotal for Cost Center Balefill:** **\$94,568.00**

BB011 RETAINAGE -\$9,456.80

MRF10 BALER BUILDING EXPANSION PROJE \$65,519.00

MRF10 RETAINAGE -\$124.25

**Subtotal for Cost Center Refuse Collection:** **\$55,937.95**

**Vendor Subtotal:** **\$150,505.95**

## CASPER AREA TRANSPORTATION COALITION

2019-201 FEB 19 FTA CATC \$36,212.11

2019-202 FEB 19 FTA BUS \$20,133.89

2019-203 FEB 19 CITY CATC \$36,041.47

2019-204 FEB 19 CITY BUS \$18,485.77

**Subtotal for Cost Center C.A.T.C.:** **\$110,873.24**

**Vendor Subtotal:** **\$110,873.24**

## CASPER PUBLIC UTILITIES

RIN0029422 SANITATION \$119.50

RIN0029422 SEWER \$24.56

**Subtotal for Cost Center Water Treatment Plant:** **\$144.06**

**Vendor Subtotal:** **\$144.06**

# Bills & Claims

04/03/2019 to 04/16/2019

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## CENTRAL WY. REGIONAL WATER

172975 MARCH 2019 SYSTM INVSTMT CHRGS	\$14,205.00
173023 MARCH 2019 WATER USAGE	\$257,297.82
<b>Subtotal for Cost Center Water:</b>	<b>\$271,502.82</b>

<b>Vendor Subtotal:</b>	<b>\$271,502.82</b>
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## CENTURYLINK

RIN0029425 GAS SYSTEM ANALOGUE LINES	\$107.32
<b>Subtotal for Cost Center Balefill:</b>	<b>\$107.32</b>

RIN0029441 PHONE USE	\$34.91
<b>Subtotal for Cost Center City Hall:</b>	<b>\$34.91</b>

RIN0029439 PHONE USE	\$61.46
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$61.46</b>

RIN0029429 PHONE USE	\$491.62
RIN0029447 PHONE USE	\$10,964.37
RIN0029434 PHONE USE	\$238.04
RIN0029440 PHONE USE	\$300.80
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$11,994.83</b>

AP000132032219 PHONE USE	\$1,534.80
AP000143031519 PHONE USE	\$376.97
RIN0029433 PHONE USE	\$39.68
<b>Subtotal for Cost Center Finance:</b>	<b>\$1,951.45</b>

RIN0029445 PHONE USE	\$1,256.05
<b>Subtotal for Cost Center Fire:</b>	<b>\$1,256.05</b>

RIN0029437 PHONE USE	\$38.89
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$38.89</b>

RIN0029432 PHONE USE	\$38.91
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$38.91</b>

RIN0029431 PHONE USE	\$126.10
<b>Subtotal for Cost Center Parking:</b>	<b>\$126.10</b>

RIN0029442 PHONE USE	\$122.03
RIN0029438 PHONE USE	\$46.79

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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<b>Subtotal for Cost Center Parks:</b>	<b>\$168.82</b>
RIN0029446 PHONE USE	\$359.57
<b>Subtotal for Cost Center Police:</b>	<b>\$359.57</b>
RIN0029430 PHONE USE	\$160.80
<b>Subtotal for Cost Center Streets:</b>	<b>\$160.80</b>
RIN0029443 PHONE USE	\$1,779.65
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$1,779.65</b>
RIN0029444 PHONE USE	\$195.24
RIN0029435 PHONE USE	\$52.30
RIN0029436 PHONE USE	\$38.89
<b>Subtotal for Cost Center Water:</b>	<b>\$286.43</b>
<b>Vendor Subtotal:</b>	<b>\$18,365.19</b>

## CH2M HILL, INC.

701068CH004 WWTP MCC REPLACEMENT PROJ	\$10,376.28
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$10,376.28</b>
<b>Vendor Subtotal:</b>	<b>\$10,376.28</b>

## CITY OF CASPER

5128/172990 MARCH 2019 WORKORDER 20%	\$1,763.23
5128/172990 MARCH 2019 WORKORDER 80%	\$7,052.94
5128/173010 MARCH 2019 FUEL 50%	\$6,140.57
5128/173010 MARCH 2019 FUEL 50%	\$6,140.57
172459A FEB 2019 FUEL CHARGES	\$5,520.23
172459A FEB 2019 FUEL CHARGES	\$5,520.22
5128/172460A FEB 2019 WORKORDER CHARGES	\$1,062.71
5128/172460A FEB 2019 WORKORDER CHARGES	\$4,250.86
<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$37,451.33</b>
5128/172613A MONTHLY GIS SERVICES MARCH 19	\$581.98
5128/172613A MONTHLY GIS SERVICES MARCH 19	\$5,537.64
<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$6,119.62</b>
<b>Vendor Subtotal:</b>	<b>\$43,570.95</b>

## CITY OF CASPER - BALEFILL

1337/172972 MONTHLY FEE STREET SWEEPING	\$2,266.00
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# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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**Subtotal for Cost Center Balefill: \$2,266.00**

525/172903 BALEFILL \$15.00

525/173129 BALEFILL \$15.00

**Subtotal for Cost Center Hogadon: \$30.00**

2772/172961 BALEFILL \$405.23

2772/172860 BALEFILL \$5,871.67

2772/172879 BALEFILL \$5,904.01

2772/172905 BALEFILL \$5,380.99

2772/172932 BALEFILL \$5,291.02

2772/173009 BALEFILL \$6,251.23

2772/172953 BALEFILL \$5,712.91

2772/173053 BALEFILL \$51,427.97

2772/173048 BALEFILL \$6,622.84

2772/173102 BALEFILL \$5,449.78

2772/172775 BALEFILL \$388.08

2772/172764 BALEFILL \$5,445.18

2772/173144 BALEFILL \$358.68

2772/173132 BALEFILL \$5,688.90

**Subtotal for Cost Center Refuse Collection: \$110,198.49**

1276/172878 BALEFILL \$105.35

1276/172952 BALEFILL \$122.01

1276/173046 BALEFILL \$121.52

1276/172762 BALEFILL \$116.13

1276/173128 BALEFILL \$113.68

**Subtotal for Cost Center Waste Water: \$578.69**

**Vendor Subtotal: \$113,073.18**

## CIVIL ENGINEERING PROFESSIONALS, INC.

19-131-01 SURVERYING SERVICES BLACKMORE \$740.00

**Subtotal for Cost Center Sewer: \$740.00**

18-050-02 #18-060 N BEVERLY ST IMPROVEME \$9,501.25

**Subtotal for Cost Center Streets: \$9,501.25**

17-045-16 CY BOOSTER STATION PROFESSIONA \$3,974.78

17-045-16 CY BOOSTER STATION PROFESSIONA \$1,957.72

**Subtotal for Cost Center Water: \$5,932.50**

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**Vendor Subtotal: \$16,173.75**

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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<b>COLLECTION CENTER INC.</b>	97200000444 COLLECTION FEE	\$172.40
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$172.40</b>
	97200000444 COLLECTION FEE	\$131.03
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$131.03</b>
	97200000444 COLLECTION FEE	\$386.19
	<b>Subtotal for Cost Center Water:</b>	<b>\$386.19</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$689.62</b>

<b>COMMUNICATION TECHNOLOGIES, INC.</b>	85131 VIDEO/COMP. SYSTEMS INSTALL	\$721.00	
	85128 VIDEO/COMP SYSTEMS INSTALL	\$721.00	
	85038 EQUIPMENT STORAGE BOX	\$2,510.80	
	85111 MISC SUPPLIES	\$4,754.07	
	85133 VIDEO/COMP. SYSTEMS INSTALL	\$721.00	
	85132 VIDEO/COMP. SYSTEMS INSTALL	\$721.00	
	85130 VIDEO/COMP. SYSTEMS INSTALL	\$721.00	
	85129 VIDEO/COMP SYSTEMS INSTALL	\$721.00	
	85066 ELECTRONICS INSTALL	\$728.21	
	85054 SERVICES	\$360.50	
	<b>Subtotal for Cost Center Police:</b>	<b>\$12,679.58</b>	
		85056 RADIO REPAIR	\$52.02
		<b>Subtotal for Cost Center Sewer:</b>	<b>\$52.02</b>
		<b>Vendor Subtotal:</b>	<hr/> <b>\$12,731.60</b>

<b>COMTRONIX, INC.</b>	49907 FIBER OPTICS	\$6,311.14
	49775 FIBER OPTICS	\$2,298.00
	20059655 CITY HALL MONITORING	\$359.00
	<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$8,968.14</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$8,968.14</b>

<b>DAROLD HUFFMAN</b>	RIN0029448 TRAVEL AND TRAINING	\$91.00
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$91.00</b>

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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<b>Vendor Subtotal:</b>	<b>\$91.00</b>
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## DAVIDSON FIXED INCOME MGMT.

2019-3CASPER MANAGEMENT FEES	\$4,085.97
<b>Subtotal for Cost Center Finance:</b>	<b>\$4,085.97</b>

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<b>Vendor Subtotal:</b>	<b>\$4,085.97</b>
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## DELL MARKETING LP

10307531243 BALEFILL SOFTWARE	\$1,140.24
<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,140.24</b>

10302523016 AZURE MONETART COMMIT ENTERPRI	\$139.08
<b>Subtotal for Cost Center City Manager:</b>	<b>\$139.08</b>

10297165153 COMPUTER SOFTWARE	\$760.16
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$760.16</b>

10306677149 COMPUTER SOFTWARE	\$201.80
<b>Subtotal for Cost Center Police:</b>	<b>\$201.80</b>

10307531243 REFUSE COLLECTION SOFTWARE	\$760.16
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$760.16</b>

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<b>Vendor Subtotal:</b>	<b>\$3,001.44</b>
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## DENNIS NELSON

726271922 CLOTHING ALLOWANCE	\$83.18
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$83.18</b>

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<b>Vendor Subtotal:</b>	<b>\$83.18</b>
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## DESERT MTN. CORP.

18-65676 ICE SLICER	\$4,499.20
18-65680 ICE SLICER	\$4,489.29
18-65681 ICE SLICER	\$4,495.73
18-65679 ICE SLICER	\$5,300.00
18-65677 ICE SLICER	\$4,344.93
<b>Subtotal for Cost Center Streets:</b>	<b>\$23,129.15</b>

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<b>Vendor Subtotal:</b>	<b>\$23,129.15</b>
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# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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<b>DPC INDUSTRIES, INC.</b>	737001090-19 CHEMICALS	\$6,850.03
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$6,850.03</b>
	<b>Vendor Subtotal:</b>	<b>\$6,850.03</b>
<b>ECONOMIC DEVELOPMENT JOINT POWERS BOARD</b>	FY2019-4 ADMIN & INCENTIVE FUNDS	\$106,121.00
	<b>Subtotal for Cost Center Social Community Services:</b>	<b>\$106,121.00</b>
	<b>Vendor Subtotal:</b>	<b>\$106,121.00</b>
<b>EDGE ENGINEERING GROUP LLC</b>	1806-1 SWF & CSC STORMWATER/SPILL PLA	\$2,518.70
	1803-05 POST CLOSURE COSTS	\$200.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$2,718.70</b>
	<b>Vendor Subtotal:</b>	<b>\$2,718.70</b>
<b>ELIZABETH BECHER</b>	6413 REIMBURSEMENT QRTLTY ROTARY	\$228.00
	<b>Subtotal for Cost Center Planning:</b>	<b>\$228.00</b>
	<b>Vendor Subtotal:</b>	<b>\$228.00</b>
<b>ENGINEERING DESIGN ASSOCIATES</b>	10826 SERVICES	\$250.00
	<b>Subtotal for Cost Center CDBG:</b>	<b>\$250.00</b>
	<b>Vendor Subtotal:</b>	<b>\$250.00</b>
<b>ENVISION ELECTRIC INC</b>	6380 SERVICES	\$1,685.00
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$1,685.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,685.00</b>
<b>FIRST DATA MERCHANT SVCS CORP.</b>	REMI1385898 MONTHLY CREDIT CARD FEES	\$2,390.67
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$2,390.67</b>
	REMI1385900 FEB 2019 SERVICES	\$38.34
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$38.34</b>

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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REMI1385893 FEBRUARY 2019 SERVICES	\$1,558.09
<b>Subtotal for Cost Center Finance:</b>	<b>\$1,558.09</b>

REMI1385896 FEB 2019 SERVICES	\$56.24
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$56.24</b>

REMI1385899 FEBRUARY 2019 SERVICES	\$49.99
<b>Subtotal for Cost Center Police:</b>	<b>\$49.99</b>

<b>Vendor Subtotal:</b>	<b>\$4,093.33</b>
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## FIRST INTERSTATE BANK

RIN0029457 MRACH 2019 SERVICE CHARGE	\$156.04
<b>Subtotal for Cost Center Finance:</b>	<b>\$156.04</b>

RIN0029418 GIFT CARDS	\$49.00
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$49.00</b>

<b>Vendor Subtotal:</b>	<b>\$205.04</b>
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## GLENDA HOLDREN

1481092 NOTARY FEE REIMBURSEMENT	\$48.00
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$48.00</b>

<b>Vendor Subtotal:</b>	<b>\$48.00</b>
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## GLOBAL SPECTRUM L.P.

0001087-IN APRIL NOL FUNDING	\$82,909.91
6034c4faae COC TICKET FUND PRO BULL RIDER	\$148,901.30
2e147fo853 ATM FUNDS MAR 2019 REQUEST	\$75,340.00
437473393c COC TCKT FNDS HOME & GARDEN	\$950.90
0001033-INA MARCH NOL FUNDING	\$82,909.91
<b>Subtotal for Cost Center Casper Events Center:</b>	<b>\$391,012.02</b>

<b>Vendor Subtotal:</b>	<b>\$391,012.02</b>
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## GOLDER ASSOCIATES

540556 5-YEAR AIR EMISSIONS MON/REPOR	\$4,822.50
<b>Subtotal for Cost Center Balefill:</b>	<b>\$4,822.50</b>

<b>Vendor Subtotal:</b>	<b>\$4,822.50</b>
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# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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<b>GREATER WYOMING BIG BROTHERS, BIG SISTERS</b>	2019-14 FUNDING	\$5,095.89
	<b>Subtotal for Cost Center Capital Projects - City Mgr:</b>	<b>\$5,095.89</b>
	<b>Vendor Subtotal:</b>	<b>\$5,095.89</b>
<b>HDR ENGINEERING, INC.</b>	1200181391 WATER RIGHTS & SUPPLY ANALYSIS	\$5,282.08
	<b>Subtotal for Cost Center Water:</b>	<b>\$5,282.08</b>
	<b>Vendor Subtotal:</b>	<b>\$5,282.08</b>
<b>HEIN-BOND, LLC</b>	19-0308 DESIGN SERVICES - BALER BUILDI	\$5,344.50
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$5,344.50</b>
	<b>Vendor Subtotal:</b>	<b>\$5,344.50</b>
<b>HITEK COMMUNICATIONS</b>	2952 PTP WIRELESS SYSTEM UPGRADE	\$1,194.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,194.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,194.00</b>
<b>HOMAX OIL SALES, INC.</b>	0448766-IN 02/F2 STOCK	\$17,649.38
	0448767-IN 01/STOCK	\$12,542.26
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$30,191.64</b>
	CL94013 FUEL	\$3,323.13
	<b>Subtotal for Cost Center Water:</b>	<b>\$3,323.13</b>
	<b>Vendor Subtotal:</b>	<b>\$33,514.77</b>
<b>INSTALLATION &amp; SVC. CO.</b>	269416 RETAINAGE	-\$370.54
	<b>Subtotal for Cost Center Capital Projects - Police:</b>	<b>-\$370.54</b>
	269416 #17-065 SHOOTING RANGE ADDN.	\$43,466.50
	<b>Subtotal for Cost Center Police:</b>	<b>\$43,466.50</b>
	<b>Vendor Subtotal:</b>	<b>\$43,095.96</b>

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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<b>ISC, INC/VENTURE TECHNOLOGIES</b>	SIN029044 LIGHT EQUIPMENT	\$265.16
	<b>Subtotal for Cost Center Human Resources:</b>	<b>\$265.16</b>
	SIN028948 PRODUCTS	\$4,620.00
	<b>Subtotal for Cost Center Information Services:</b>	<b>\$4,620.00</b>
	SIN029240 TECHNOLOGY	\$59.62
	<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$59.62</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$4,944.78</b>
<b>JENNIFER HENDERSON</b>	RIN0029460 TUITION REIMBURSEMENT	\$942.00
	<b>Subtotal for Cost Center Fire:</b>	<b>\$942.00</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$942.00</b>
<b>JKC ENGINEERING</b>	2A #18-079 2019 CRL SURVEY	\$1,762.50
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,762.50</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$1,762.50</b>
<b>KATHLEEN KINNEBERG</b>	RIN0029449 UTILITY REFUND	\$49.69
	<b>Subtotal for Cost Center Water:</b>	<b>\$49.69</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$49.69</b>
<b>KNIFE RIVER/JTL</b>	5A RETAINAGE	-\$1,152.02
	<b>Subtotal for Cost Center Capital Projects - Water:</b>	<b>-\$1,152.02</b>
	5A #17-093 2018 ARTERIALS & COLLE	\$11,520.13
	<b>Subtotal for Cost Center Water:</b>	<b>\$11,520.13</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$10,368.11</b>
<b>KUBWATER RESOURCES, INC</b>	08491 OPERATING SUPPLIES	\$5,398.90
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$5,398.90</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$5,398.90</b>

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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<b>LAW OFFICE OF HAMPTON M YOUNG JR PC</b>	0219-06 PUBLIC DEFENDER <a href="#">Subtotal for Cost Center City Manager:</a>	\$1,350.00 <b>\$1,350.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,350.00</b>
<b>LINCOLN NATL. LIFE INS. CO.</b>	RIN0029421 BENEFITS PAYABLE/RETIREE LIFE <a href="#">Subtotal for Cost Center Health Insurance:</a>	\$277.83 <b>\$277.83</b>
	<b>Vendor Subtotal:</b>	<b>\$277.83</b>
<b>LISA'S SPIC N SPAN</b>	391596 OTHER CONTRACTUAL <a href="#">Subtotal for Cost Center Balefill:</a>	\$440.00 <b>\$440.00</b>
	391596 OTHER CONTRACTUAL <a href="#">Subtotal for Cost Center Refuse Collection:</a>	\$330.00 <b>\$330.00</b>
	<b>Vendor Subtotal:</b>	<b>\$770.00</b>
<b>MIDLAND IMPLEMENT, INC.</b>	986218001 CAPITAL LIGHT EQUIPMENT <a href="#">Subtotal for Cost Center Parks:</a>	\$5,500.00 <b>\$5,500.00</b>
	<b>Vendor Subtotal:</b>	<b>\$5,500.00</b>
<b>MITCHELL MIKESELL</b>	8576224 BOOT REIMBURSEMENT <a href="#">Subtotal for Cost Center Fleet Maintenance:</a>	\$75.00 <b>\$75.00</b>
	<b>Vendor Subtotal:</b>	<b>\$75.00</b>
<b>MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS</b>	AP000179040119 METRO ETHERNET AP000179040119A METRO ETHERNET <a href="#">Subtotal for Cost Center Finance:</a>	\$503.73 \$1,003.55 <b>\$1,507.28</b>
	<b>Vendor Subtotal:</b>	<b>\$1,507.28</b>
<b>NATRONA COUNTY - HALL</b>	RIN0029455 OCTOBER 2018	\$18,022.32

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

## OF JUSTICE EXPENSES

RIN0029451 FEBRUARY 2019	\$12,541.30
RIN0029452 JANUARY 2019	\$8,399.24
RIN0029453 DECEMBER 2018	\$9,073.65
RIN0029454 NOVEMBER 2018	\$8,063.46
RIN0029450 MARCH 2019	\$10,869.44
<b>Subtotal for Cost Center Police:</b>	<b>\$66,969.41</b>

### Vendor Subtotal:

**\$66,969.41**

## P-CARD VENDORS

00084934 SWIMOUTLET.COM - Credit	-\$1.02
00086100 SPORTSMANS WAREHOUSE 1 - Purch	\$36.34
00086145 NORCO INC - Purchase	\$346.87
00086173 NORCO INC - Purchase	\$175.57
00086184 WAL-MART #3778 - Purchase	\$42.06
00085826 ACCESS ABLE DESIGNS IN - Purch	\$3,491.50
00085826 ACCESS ABLE DESIGNS IN - Purch	\$3,491.50
00085955 PAYPAL CITYLARAMIE - Purchase	\$225.00
<b>Subtotal for Cost Center Aquatics:</b>	<b>\$7,807.82</b>

00085994 HOWARD SUPPLY COMPANY - Purcha	\$201.30
00086008 GC BUILDING SUPPLY INC - Purch	\$828.00
00086015 BRAKE SUPPLY COMPANY I - Purch	\$165.00
00086020 GC BUILDING SUPPLY INC - Purch	\$1,278.13
00086023 GRAINGER - Purchase	\$193.89
00086029 MENARDS CASPER WY - Purchase	\$79.96
00086034 GC BUILDING SUPPLY INC - Purch	\$280.70
00086040 MENARDS CASPER WY - Purchase	\$23.26
00086048 GC BUILDING SUPPLY INC - Purch	\$265.00
00086057 MENARDS CASPER WY - Purchase	\$58.18
00086068 WYOMING STEEL, RECYC - Purcha	\$215.77
00086076 BRAKE SUPPLY COMPANY I - Purch	\$165.00
00086086 DEWITT WATER SYS & SER - Purch	\$178.00
00086098 AmeriGas - Purchase	\$958.18
00086105 DK HAULING INC - Purchase	\$120.00
00086174 SWI, LLC. - Purchase	\$742.55
00086235 CPU IIT - Purchase	\$2,851.20
00086240 CASPER WINDOW AND DOOR - Purch	\$976.58
00086252 MENARDS CASPER WY - Purchase	\$135.00
00086278 BAILEYS ACE HDWE - Purchase	\$15.92
00086315 REOTEMP INSTRUMENTS - Purchase	\$627.00
00086333 BAILEYS ACE HDWE - Purchase	\$282.56
00085858 SWI, LLC. - Purchase	\$1,213.68

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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00085876 SWI, LLC. - Purchase	\$148.32
00085884 WAL-MART #1617 - Purchase	\$20.76
00085885 CPU IIT - Purchase	\$2,996.00
00085896 WM SUPERCENTER #1617 - Purchas	\$19.77
00085897 SWI, LLC. - Purchase	\$614.84
00085905 AIRGAS CENTRAL - Purchase	\$165.04
00085914 MICHAELSFENCE&SUPPLYIN - Purch	\$312.50
00085917 MCCOY SALES CORPORATIO - Purch	\$88.33
00085948 BLOEDORN LUMBER CASPER - Purch	\$883.50
00085956 WEAR PARTS INC - Purchase	\$91.79
00085963 WAL-MART #1617 - Credit	-\$20.76
00084782 PARTMASTER - Purchase	\$494.58
00085227 INT IN CLEAN CLUB 307 - Purch	\$2,150.00
00085395 FASTENAL COMPANY01 - Purchase	\$59.01
00084915 MENARDS CASPER WY - Purchase	\$11.92
00086231 MURDOCHS RANCH &HOME # - Purch	\$724.34
00086251 PARTMASTER - Purchase	\$105.40
00086294 SOURCE OFFICE - VITAL - Purcha	\$37.87
00086354 WYOMING STEEL, RECYC - Purchas	\$149.48
00086362 COCA COLA BOTTLING CO - Purcha	\$7.75
00086377 HOSE & RUBBER SUPPLY C - Purch	\$47.03
00086402 ARCHITECTURALGLAZINGCO - Purch	\$449.82
00086452 CPU IIT - Purchase	\$1,357.00
00086471 CPU IIT - Purchase	\$1,433.00
00086529 ALSCO INC. - Purchase	\$352.64
00086534 BLOEDORN LUMBER CASPER - Purch	\$116.80
00086557 AmeriGas - Purchase	\$239.14
00086572 CPU IIT - Purchase	\$649.00
00086606 BLOEDORN LUMBER CASPER - Purch	\$63.25
<b>Subtotal for Cost Center Balefill:</b>	<b>\$25,622.98</b>
00085894 BLOEDORN LUMBER CASPER - Purch	\$23.43
00085954 CRESCENT ELECTRIC 103 - Purcha	\$1.93
00085980 CRESCENT ELECTRIC 103 - Purcha	\$26.28
00085981 BAILEYS ACE HDWE - Purchase	\$15.48
00085995 CRESCENT ELECTRIC 103 - Purcha	\$7.83
00086002 0970 CED - Purchase	\$255.00
00086004 CASPER WINNELSON CO - Purchase	\$11.75
00086014 CASPER WINNELSON CO - Purchase	\$66.22
00086027 CPS DISTINCCASPER2530 - Purcha	\$44.67
00086047 CRUM ELECTRIC SUPPLY C - Purch	\$138.26
00086111 CRESCENT ELECTRIC 103 - Purcha	\$31.54
00086157 BAILEYS ACE HDWE - Purchase	\$28.96

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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00086171 CASPER WINNELSON CO - Purchase	\$115.39
00086186 CASPER WINNELSON CO - Purchase	\$923.24
00086218 CASPER WINNELSON CO - Purchase	\$23.79
00086232 CASPER WINNELSON CO - Purchase	\$16.34
00086262 DENNIS SUPPLY COMPANY - Purcha	\$16.76
00086273 BAILEYS ACE HDWE - Purchase	\$7.59
00086298 DENNIS SUPPLY COMPANY - Purcha	\$210.46
00086322 CRESCENT ELECTRIC 103 - Purcha	\$418.17
00086326 BLOEDORN LUMBER CASPER - Purch	\$104.49
00086332 CASPER WINNELSON CO - Purchase	\$8.55
00086339 CRESCENT ELECTRIC 103 - Purcha	\$17.25
00086345 0970 CED - Purchase	\$47.94
00085771 NORCO INC - Purchase	\$48.97
00085779 THE HOME DEPOT #6001 - Purchas	\$8.70
00085781 HARBOR FREIGHT TOOLS 3 - Purch	\$15.18
00085811 NORCO INC - Purchase	\$140.22
00085830 INT IN EXTRACTOR CORP - Purch	\$1,280.00
00085835 NORCO INC - Purchase	\$95.11
00085907 GRAINGER - Purchase	\$200.74
00085950 SUMMIT ELECTRIC, INC. - Purcha	\$845.00
00085953 IMLSS COLORADO - Purchase	\$303.17
00085966 IMLSS COLORADO - Purchase	\$754.80
00085971 SAMS CLUB #6425 - Purchase	\$12.98
00085971 SAMS CLUB #6425 - Purchase	\$12.98
00085971 SAMS CLUB #6425 - Purchase	\$258.52
00085977 IMLSS COLORADO - Purchase	\$299.20
00085991 FERGUSON ENT #3069 - Purchase	\$47.22
00085993 WOODWORKERS SUPPLY, I - Purcha	\$35.18
00086035 SAMSCLUB #6425 - Purchase	\$224.76
00086138 NORCO INC - Purchase	\$62.20
00086147 NORCO INC - Purchase	\$17.92
00086176 IMLSS COLORADO - Purchase	\$212.55
00086203 NORCO INC - Purchase	\$66.76
00086213 SHERWIN WILLIAMS 70343 - Purch	\$38.00
00086244 GRAINGER - Purchase	\$19.92
00086258 LONG BLDG. TECHNOLOGIE - Purch	\$354.00
00086260 ROCKYMOUNTAINFIRESYSIN - Purch	\$42.50
00086284 LONG BLDG. TECHNOLOGIE - Purch	\$354.00
00086287 NORCO INC - Purchase	\$21.74
00086303 SAMS CLUB #6425 - Purchase	\$42.83
00086341 GRAINGER - Purchase	\$18.82
00086343 RMI WYOMING INC - Purchase	\$77.16
00084384 THE HOME DEPOT #6001 - Purchas	\$32.97

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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00085008 GRAINGER - Purchase	\$38.54
00085561 HERCULES INDUSTRIES CA - Purch	\$31.31
00085582 GEORGE T SANDERS 20 - Purchase	\$35.09
00085633 SQ SQ EXPRESS OVER H - Purch	\$600.00
00085680 NORCO INC - Purchase	\$150.00
00085688 FERGUSON ENT #3069 - Purchase	\$12.44
00085700 NORCO INC - Purchase	\$89.32
00085713 OCONNOR COMPANY - Purchase	\$110.52
00085730 PROFESSIONAL FLOORING - Purcha	\$438.05
00084969 CAPTIVE AIRE ONLINE - Purchase	\$503.78
00085393 BLOEDORN LUMBER CASPER - Purch	\$116.04
00085507 BLOEDORN LUMBER CASPER - Purch	\$16.15
00085544 BLOEDORN LUMBER CASPER - Purch	\$20.98
00085649 ACTION GLASS INC. - Purchase	\$29.00
00085650 BAVCO - Purchase	\$101.00
00085683 BAILEYS ACE HDWE - Purchase	\$5.99
00085766 BLOEDORN LUMBER CASPER - Purch	\$11.68
00085767 BAILEYS ACE HDWE - Purchase	\$45.38
00085805 BLOEDORN LUMBER CASPER - Purch	\$7.64
00086016 VZWRLSS MY VZ VB P - Purchase	\$160.06
00086529 ALSCO INC. - Purchase	\$211.00
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$11,239.39</b>
00086188 CASPER STAR TRIBUNE - Purchase	\$489.04
<b>Subtotal for Cost Center Casper Recreation Center:</b>	<b>\$489.04</b>
00086328 CPS DISTINCCASPER2530 - Purcha	\$114.42
00086331 CPS DISTINCCASPER2530 - Purcha	\$152.22
00086085 CPS DISTINCCASPER2530 - Purcha	\$28.64
00086149 MOUNTAIN STATES LITHOG - Purch	\$200.94
00085968 CASPER COLLEGE - Purchase	\$1,100.00
00086269 MENARDS CASPER WY - Purchase	\$6.66
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$1,602.88</b>
00086370 INT IN POWDER RIVER S - Purch	\$72.50
00086088 THOMSON WEST TCD - Purchase	\$1,294.85
00086108 THOMSON WEST TCD - Purchase	\$140.43
<b>Subtotal for Cost Center City Attorney:</b>	<b>\$1,507.78</b>
00086200 CASPER STAR TRIBUNE - Purchase	\$105.48
00085888 ATLAS OFFICE PRODUCTS - Purcha	\$6.40
00086140 CASPER STAR TRIBUNE - Purchase	\$87.36
<b>Subtotal for Cost Center City Clerk:</b>	<b>\$199.24</b>

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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00086096 STARBUCKS STORE 21239 - Purcha	\$35.60
00085272 ADOBE CREATIVE CLOUD - Purcha	\$41.99
00085581 CASPER AREA CHAMBER - Purchase	\$50.00
00085928 DOMINO'S 6042 - Purchase	\$72.65
<b>Subtotal for Cost Center City Manager:</b>	<b>\$200.24</b>
00086545 PRISTINE AUTO SOLUTION - Purch	\$120.00
00086041 VZWRLSS IVR VB - Purchase	\$80.04
00086026 VZWRLSS MY VZ VB P - Purchase	\$115.48
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$315.52</b>
00086368 GLOBALSTAR USA RECURRI - Purch	\$184.17
00086566 ATLAS REPRODUCTION INC - Purch	\$1,395.76
00086570 AT&T 0512212711001 - Purcha	\$51.55
00086587 CHARTER COMM - Purchase	\$83.12
00086589 VZWRLSS IVR VB - Purchase	\$123.62
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$1,838.22</b>
00086005 SAMS CLUB #6425 - Purchase	\$11.78
00086089 EGGINGTONS - Purchase	\$133.56
00085344 4TE GEOTIX - Purchase	\$29.00
00085581 CASPER AREA CHAMBER - Purchase	\$75.00
00086151 CASPER STAR TRIBUNE - Purchase	\$1,954.60
00086211 CASPER STAR TRIBUNE - Purchase	\$1,942.60
00085998 CASPER STAR TRIBUNE - Purchase	\$4,781.16
00086016 VZWRLSS MY VZ VB P - Purchase	\$186.05
00086104 WEST INTERACTIVE SERVI - Purch	\$3,280.00
<b>Subtotal for Cost Center Council:</b>	<b>\$12,393.75</b>
00085118 VZWRLSS MY VZ VB P - Purchase	\$300.71
00085957 ITRON INC - Purchase	\$2,626.93
00085866 SUTHERLANDS 2219 - Purchase	\$9.08
00085867 BAILEYS ACE HDWE - Purchase	\$44.97
00085938 GRAINGER - Purchase	\$165.60
00086378 STAPLES 00114181 - Purch	\$87.99
00084840 CPU IIT - Purchase	\$197.00
00085057 ATLAS OFFICE PRODUCTS - Purcha	\$185.66
00085116 USPS PO 5715580945 - Purchase	\$1,310.00
00085255 ATLAS OFFICE PRODUCTS - Purcha	\$15.39
00085255 ATLAS OFFICE PRODUCTS - Purcha	\$21.81
00085309 ATLAS OFFICE PRODUCTS - Purcha	\$17.56
00085663 ATLAS OFFICE PRODUCTS - Purcha	\$26.26

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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00085692 ATLAS OFFICE PRODUCTS - Purcha	\$131.84
00086028 ATLAS OFFICE PRODUCTS - Purcha	\$59.97
00086028 ATLAS OFFICE PRODUCTS - Purcha	\$211.91
00086043 ATLAS OFFICE PRODUCTS - Purcha	\$55.46
00084965 FERGUSON ENT #3069 - Purchase	\$44.51
00085159 BAILEYS ACE HDWE - Purchase	\$19.17
00085161 WM SUPERCENTER #1617 - Purchas	\$24.92
00085850 MENARDS CASPER WY - Purchase	\$47.97
00086026 VZWRLSS MY VZ VB P - Purchase	\$57.74
<b>Subtotal for Cost Center Finance:</b>	<b>\$5,662.45</b>
00086188 CASPER STAR TRIBUNE - Purchase	\$227.86
<b>Subtotal for Cost Center Fire:</b>	<b>\$227.86</b>
00085965 CRESCENT ELECTRIC 103 - Purcha	\$80.84
00086259 SOURCE OFFICE - VITAL - Purcha	\$22.68
00086031 STAPLES 00114181 - Purch	\$16.44
00085916 MAVERIK #547 - Purchase	\$93.81
00085936 MAVERIK #547 - Purchase	\$97.67
00086026 VZWRLSS MY VZ VB P - Purchase	\$57.71
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$369.15</b>
00085534 CPU IIT - Purchase	\$988.00
00085639 HOBBY-LOBBY #0233 - Purchase	\$11.05
00085682 HOBBY-LOBBY #0233 - Purchase	\$28.54
00085757 TOP OFFICE PRODUCTS IN - Purch	\$28.70
00085804 ACTION GLASS INC. - Purchase	\$1,452.72
00085809 COMTRONIX - Purchase	\$531.00
00085838 ULINE SHIP SUPPLIES - Purcha	\$27.10
00085864 ATLAS OFFICE PRODUCTS - Purcha	\$30.62
00085003 FEDEXOFFICE 00009423 - Purch	\$1,092.00
00085038 GAYLORD BROS INC - Purchase	\$453.04
00085198 ATLAS OFFICE PRODUCTS - Purcha	\$46.92
00085992 WYOMING TRANSFER & STG - Purch	\$1,680.00
00086356 SUTHERLANDS 2219 - Purchase	\$3.49
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$6,373.18</b>
00084754 NOBLE WEAR - Purchase	\$740.96
00084774 DOUGLAS TOYS - Purchase	\$161.27
<b>Subtotal for Cost Center General - Fort Caspar:</b>	<b>\$902.23</b>
00086348 MOUNTAIN WEST TECHNOLO - Purch	\$99.90
00085997 THE HOME DEPOT #6001 - Purchas	\$66.53

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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00086025 CHARTER COMM - Purchase	\$148.67
00086119 G.W.I.S. CORPORATION - Purchas	\$1,260.51
00085549 CRESCENT ELECTRIC 103 - Purcha	\$15.08
00085615 CPU IIT - Purchase	\$39.95
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$1,630.64</b>
00085737 WMC HEALTH AND WELLNES - Purch	\$475.00
00085255 ATLAS OFFICE PRODUCTS - Purcha	\$21.80
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$496.80</b>
00086175 CASPER STAR TRIBUNE - Purchase	\$624.45
00086431 FACEBK RMCSSKJKH2 - Purchase	\$9.10
00086092 STAPLES 00114181 - Purch	\$34.07
00086097 ORKIN LLC 002 - Purchase	\$232.38
00086134 COMTRONIX - Purchase	\$183.00
00086135 AIRGAS CENTRAL - Purchase	\$157.25
00086139 WESTERN STATES FIRE PR - Purch	\$221.00
00086146 AIRGAS CENTRAL - Purchase	\$29.90
00086156 MOUNTAIN WEST TECHNOLO - Purch	\$49.95
00086160 BLAKEMAN PROPANE INC-M - Purch	\$1,619.10
00086162 BURBACKS REFRIGERATION - Purch	\$237.50
00086180 CONTACT WIRELESS - Purchase	\$132.06
00086182 ENERGY LABORATORIES IN - Purch	\$22.00
00086201 HAIDS PLUMBING AND HEA - Purch	\$1,582.32
00086239 THE HOME DEPOT #6001 - Purchas	\$72.16
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$5,206.24</b>
00086178 VISTAPR VistaPrint.com - Purch	\$38.83
00086195 ATLAS OFFICE PRODUCTS - Purcha	\$9.24
00086271 USPS PO 5715580945 - Purchase	\$6.85
00086380 INT IN POWDER RIVER S - Purch	\$80.00
00086102 LRP PUBLICATIONS - Purchase	\$1,095.00
00086209 ARIA - ADV SALES - Purchase	\$187.08
00085255 ATLAS OFFICE PRODUCTS - Purcha	\$21.81
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$1,438.81</b>
00085861 SAMSCLUB #6425 - Purchase	\$110.52
00086100 SPORTSMANS WAREHOUSE 1 - Purch	\$36.32
00086173 NORCO INC - Purchase	\$175.57
00083999 FARMER BROTHERS COFFEE - Purch	\$177.44
00084239 SAMSCLUB #6425 - Purchase	\$110.22
00084299 CASPER RECREATIONAL LE - Purch	\$540.00
00086243 FARMER BROTHERS COFFEE - Purch	\$162.00

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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00086302 HOSE & RUBBER SUPPLY C - Purch	\$131.96
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$1,444.03</b>
00085930 CPU IIT - Purchase	\$47.00
<b>Subtotal for Cost Center Information Technology:</b>	<b>\$47.00</b>
00085983 WESTSIDE ANIMAL HOSPIT - Purch	\$3,951.55
00086289 NORCO INC - Purchase	\$233.24
00086300 ROSS STORES #533 - Purchase	\$52.98
00086384 COCA COLA BOTTLING CO - Purcha	\$15.50
00086392 BARGREEN WYOMING 25 - Purchase	\$87.60
00086396 NOLAND FEED - Purchase	\$678.16
00086406 WM SUPERCENTER #3778 - Purchas	\$72.20
00086221 MURDOCHS RANCH &HOME # - Purch	\$129.99
00086237 WAL-MART #1617 - Purchase	\$18.77
00085636 SIGNS.COM - Purchase	\$77.86
00085733 BAR D SIGNS INC - Purchase	\$247.50
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$5,565.35</b>
00086208 SAMSCLUB #6425 - Purchase	\$11.92
00086259 SOURCE OFFICE - VITAL - Purcha	\$12.16
00086090 BAILEYS ACE HDWE - Purchase	\$12.99
00086100 SPORTSMANS WAREHOUSE 1 - Purch	\$108.98
00086190 BLOEDORN LUMBER CASPER - Purch	\$23.73
00086196 SHERWIN WILLIAMS 70343 - Purch	\$20.99
00086207 MENARDS CASPER WY - Purchase	\$595.21
00086216 BLOEDORN LUMBER CASPER - Purch	\$13.56
00084489 CONOCO - HOMAX #2 - Purchase	\$18.72
00085415 MIRACLE RECREATION - Purchase	\$340.21
00085500 BAILEYS ACE HDWE - Purchase	\$9.47
00086026 VZWRSS MY VZ VB P - Purchase	\$252.41
<b>Subtotal for Cost Center Parks:</b>	<b>\$1,420.35</b>
00086448 CASPER COLLEGE - Purchase	\$125.00
00086467 CASPER COLLEGE - Purchase	\$125.00
00086487 CASPER COLLEGE - Purchase	\$125.00
00086169 CASPER STAR TRIBUNE - Purchase	\$48.48
00086316 ATLAS REPRODUCTION INC - Purch	\$33.00
00086638 STAPLES 00114181 - Purch	\$7.98
<b>Subtotal for Cost Center Planning:</b>	<b>\$464.46</b>
00083809 AMZN MKTP US MB82N98K0 - Purch	\$33.19
00086141 MCDONALD'S F7805 - Purchase	\$7.65

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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00086225 CPU IIT - Purchase	\$1,733.00
00086227 INT IN JERRY POST, PS - Purch	\$1,600.00
00086229 E&F HOLDING CO. - Purchase	\$440.00
00086233 SQU SQ MAD TRANSPORTA - Purch	\$375.00
00086248 INT IN CI TECHNOLOGIE - Purch	\$1,910.17
00086249 GULF STATES DISTRI - Purchase	\$8,000.00
00086272 CPU IIT - Purchase	\$9.95
00086277 GULF STATES DISTRI - Purchase	\$1,076.00
00086301 LOAF N JUG #0012 Q81 - Purch	\$40.00
00086369 GOOGLE Google Storage - Purch	\$2.99
00086423 FBI NATIONAL ACADEMY A - Purch	\$450.00
00085684 KUM & GO #0934 - Purchase	\$5.31
00086426 ROSS STORES #533 - Purchase	\$47.98
00086614 AIRGAS CENTRAL - Purchase	\$670.00
00086672 AIRGAS CENTRAL - Purchase	\$177.94
00083330 NASRO - Purchase	\$40.00
00083482 BUDGET.COM PREPAY RESE - Purch	\$203.95
00083498 HOTELS.COM154966285759 - Purch	\$562.35
00083524 UNITED 01624338088601 - Pur	\$398.10
00084573 TRAVELOCITY 7411923429 - Purch	\$3.27
00084601 DELTA 00672492980600 - Pur	\$194.80
00084604 UNITED 01672492980616 - Pur	\$193.30
00084978 EB WSHNA 2019-ANNUAL - Purchas	\$240.00
00085431 HILTON HOTELS - Purchase	\$197.92
00086205 HC WAREHOUSE/BUCKSTAFF - Purch	\$162.50
00086226 UNITED 01626012933930 - Pur	\$30.00
00086246 HILTON GARDEN INN OHAR - Purch	\$28.31
00086257 TST SHORT FUZE BREWIN - Purch	\$19.90
00086283 UDIS - Purchase	\$11.12
00086304 LYFT RIDE WED 6PM - Purchas	\$6.50
00086305 MARIACHIS TACOS - Purchase	\$16.46
00086320 STARBUCKS STORE 02660 - Purcha	\$7.94
00086334 LYFT RIDE WED 7AM - Purchas	\$2.63
00086335 STARBUCKS STORE 02660 - Purcha	\$5.68
00086342 LYFT RIDE TUE 8PM - Purchas	\$5.91
00086346 LYFT RIDE WED 12PM - Purcha	\$4.03
00086349 LYFT RIDE WED 7AM - Purchas	\$5.62
00086350 TGI FRIDAY'S 2683 - Purchase	\$24.00
00086358 HILTON HOTELS - Purchase	\$495.90
00086365 STARBUCKS B12 ORD - Purchase	\$5.41
00086379 LYFT RIDE WED 8PM - Purchas	\$9.79
00086390 TST HARP AND FIDDLE - Purchas	\$14.16
00086463 UNITED 01626015570745 - Pur	\$30.00

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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00086473 BIG D #53 - Purchase	\$39.37
00086482 QUE BUENO MEXICAN GRIL - Purch	\$14.03
00086522 PARC-PARKING AUTHORITY - Purch	\$2.50
00086565 BEVEL GARDNER ASSOCIAT - Purch	\$530.00
00086616 BUDGET.COM PREPAY RESE - Purch	\$262.62
00086620 VZWRLSS IVR VB - Purchase	\$707.18
00086622 DELTA 00623650967004 - Pur	\$376.10
00086656 RESPOND FIRST AID OF W - Purch	\$66.55
00086666 PP WASCOP - Purchase	\$185.00
00086803 SARA LEE SANDWICH SHOP - Purch	\$12.90
00086840 HOBBY-LOBBY #0233 - Purchase	\$32.96
00086854 JBS PIZZA BURGERS BREW - Purch	\$10.54
00083651 SQU SQ THE COFFEE TRA - Purch	\$5.75
00083676 UNITED 01626071482921 - Pur	\$60.00
00083799 YPS HOMEAWAY HA-SDJN95 - Purch	\$99.00
00085567 YPS HOMEAWAY HA-SDJN95 - Credi	-\$540.00
00085969 ALICE Training Institu - Purch	\$10.00
00086228 HILTON GARDEN INN OHAR - Purch	\$23.87
00086238 MCDONALD'S F13573 - Purchase	\$10.44
00086261 UNITED 01626013681740 - Pur	\$30.00
00086276 TST SHORT FUZE BREWIN - Purch	\$21.33
00086282 LYFT RIDE TUE 6PM - Purchas	\$3.36
00086299 TGI FRIDAY'S 2683 - Purchase	\$19.22
00086313 MARIACHIS TACOS - Purchase	\$16.37
00086325 LYFT RIDE WED 11AM - Purcha	\$5.33
00086376 TST HARP AND FIDDLE - Purchas	\$20.49
00086389 STARBUCKS B12 ORD - Purchase	\$6.13
00086425 Cardinal Hall of Fame - Purcha	\$30.15
00086449 CHIPOTLE 1104 - Purchase	\$7.51
00086466 UNITED 01626015572462 - Pur	\$30.00
00086474 UNITED 01626017728591 - Pur	\$70.00
00086485 QUE BUENO MEXICAN GRIL - Purch	\$14.30
00086490 HILTON GARDEN INN SALT - Purch	\$15.89
00086495 SARA LEE SANDWICH SHOP - Purch	\$7.27
00086505 TST EL TACO LUCHADOR - Purcha	\$14.47
00086514 PP WASCOP - Purchase	\$185.00
00086530 TST EL TACO LUCHADOR - Purcha	\$13.85
00086547 CITY OF FARMINGTON FIN - Purch	\$1,843.12
00086550 TLO TRANSUNION - Purchase	\$117.10
00086551 DERBY CITY PIZZA #3 - Purchase	\$18.86
00086558 CHINA BUFFET OF CLARK - Purcha	\$20.31
00086560 HILTON GARDEN INN SALT - Purch	\$15.89
00086567 INT IN POWDER RIVER S - Purch	\$103.50

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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00086584 GUYS SMOKEHOUSE - Purchase	\$25.70
00086590 DERBY CITY PIZZA #3 - Purchase	\$20.86
00086604 THE FUDGERY - LOUISVIL - Purch	\$13.76
00086610 PEI WEI #0073 QPS - Purch	\$17.50
00086630 POTBELLY #531 - Purchase	\$12.03
00086633 HILTON GARDEN INN SALT - Purch	\$15.89
00086639 POTBELLY #531 - Purchase	\$12.46
00086650 SIMPLY THAI - Purchase	\$22.60
00086661 NEKTER JUICE BAR 8051 - Purcha	\$21.17
00086662 AMERICAN ASSO POLICE O - Purch	\$445.00
00086670 SIMPLY THAI - Purchase	\$12.92
00086683 THE NATIONAL CHILDRENS - Purch	\$1,299.00
00086686 GUYS SMOKEHOUSE - Purchase	\$20.95
00086701 HILTON GARDEN INN SALT - Purch	\$15.89
00086706 TST GRIFF S DOWNTOWN - Purcha	\$18.89
00086729 TST GRIFF S DOWNTOWN - Purcha	\$11.66
00086737 CHEVRON 0071320 - Purchase	\$69.78
00086739 THE FUDGERY - LOUISVIL - Purch	\$13.76
00086747 TEXAS ROADHOUSE #2001 - Purcha	\$17.60
00086750 THE FUDGERY - LOUISVIL - Purch	\$13.76
00086756 CAFE RIO SANDY - Purchase	\$10.59
00086757 SPORTS AND SOCIAL CLUB - Purch	\$20.85
00086786 UNITED 01626021877491 - Pur	\$70.00
00086787 UNITED 01626022500104 - Pur	\$30.00
00086811 HILTON GARDEN INN SALT - Purch	\$7.41
00086812 JBS PIZZA BURGERS BREW - Purch	\$18.01
00086833 HOTELS.COM157037899039 - Purch	\$92.36
<b>Subtotal for Cost Center Police:</b>	<b>\$26,387.39</b>
00086067 DELTA 0067235487570 - Cred	-\$467.90
00086347 FACEBK 5FZGRKWEG2 - Purchase	\$25.00
00086408 PIZZA RANCH CASPER - Purchase	\$76.94
00086678 FACEBK 3EZFNK6EG2 - Purchase	\$25.00
00086723 4IMPRINT - Purchase	\$432.36
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$91.40</b>
00086065 WM SUPERCENTER #3778 - Purchas	\$65.56
00085844 INTERMOUNTAIN MOTOR SA - Purch	\$1,655.21
00086250 WYOMING OTOLARYNGOLOGY - Purch	\$208.00
00086121 HARBOR FREIGHT TOOLS 3 - Purch	\$56.76
00086158 ALBERTSONS #0060 - Purchase	\$43.26
00085255 ATLAS OFFICE PRODUCTS - Purcha	\$21.80
00084883 CASPER WINNELSON CO - Purchase	\$213.75

# Bills & Claims

04/03/2019 to 04/16/2019

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**Subtotal for Cost Center Property & Liability Insurance: \$2,264.34**

00086010 S&S WORLDWIDE, INC. - Purchase	\$21.23
00086036 MOUNTAIN STATES LITHOG - Purch	\$84.38
00086059 THE HOME DEPOT #6001 - Purchas	\$136.95
00086060 STAPLES DIRECT - Credit	-\$2.46
00086091 SAMS CLUB #6425 - Purchase	\$57.94
00086100 SPORTSMANS WAREHOUSE 1 - Purch	\$36.32
00086154 THE HOME DEPOT #6001 - Purchas	\$79.98
00086154 THE HOME DEPOT #6001 - Purchas	\$72.91
00086173 NORCO INC - Purchase	\$175.57
00086183 J'S PUB & GRILL - Purchase	\$63.10
00086192 CASPER STAR TRIBUNE - Purchase	\$231.72
00086247 STAPLES 00114181 - Purch	\$40.46
00084217 DOMINO'S 6042 - Purchase	\$23.47
00085475 UNITED 01624417120325 - Pur	\$983.50
00086391 AMZN MKTP US MW4C45HB0 - Purch	\$6.10

**Subtotal for Cost Center Recreation: \$2,011.17**

00086001 SAMSCLUB #6425 - Purchase	\$94.28
00086032 BAILEYS ACE HDWE - Purchase	\$25.23
00086053 CMI-TECO - Purchase	\$784.28
00086054 CMI-TECO - Purchase	\$182.00
00086055 CMI-TECO - Purchase	\$148.01
00086072 MCCOY SALES CORPORATIO - Purch	\$72.23
00086074 CMI-TECO - Purchase	\$759.96
00086078 CMI-TECO - Purchase	\$565.33
00086081 CMI-TECO - Purchase	\$1,027.00
00086087 CMI-TECO - Purchase	\$716.90
00086093 CMI-TECO - Purchase	\$1,477.63
00086101 CMI-TECO - Purchase	\$1,989.55
00086103 MCCOY SALES CORPORATIO - Purch	\$992.55
00086106 CMI-TECO - Purchase	\$356.49
00086117 CASPER TIN SHOP - Purchase	\$659.40
00086124 MCCOY SALES CORPORATIO - Purch	\$994.72
00086223 LOVE S COUNTRY00002204 - Purch	\$31.70
00086224 BEST WESTERN FIRESTONE - Purch	\$119.14
00086235 CPU IIT - Purchase	\$2,117.40
00086266 SHELL OIL 57446511305 - Purcha	\$12.82
00086330 BAILEYS ACE HDWE - Purchase	\$24.35
00085591 BRIDGER STEEL CASPER - Credit	-\$2.97
00085794 LOAF N JUG #0115 Q81 - Purch	\$15.47
00085923 S&S CASPER - SERVICE - Purchas	\$440.52

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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00085945 CASPER TIRE 0000705 - Purchase	\$42.00
00085989 CASPER TIRE 0000705 - Purchase	\$35.00
00085119 NORCO INC - Purchase	\$86.70
00086295 AIRGAS CENTRAL - Purchase	\$13.71
00086373 AHERN RENTALS - Purchase	\$496.40
00086388 COMMUNICATION TECH-M - Purchas	\$51.50
00086438 MCCOY SALES CORPORATIO - Purch	\$994.72
00086451 THE HOME DEPOT 6001 - Purchase	\$88.93
00086455 MCCOY SALES CORPORATIO - Purch	\$987.61
00086491 CMI-TECO - Purchase	\$410.17
00086493 CMI-TECO - Purchase	\$446.20
00086497 CMI-TECO - Purchase	\$276.58
00086503 CASPER TIRE 0000705 - Purchase	\$35.00
00086504 CMI-TECO - Purchase	\$1,058.90
00086509 CMI-TECO - Purchase	\$1,033.70
00086515 CMI-TECO - Purchase	\$232.88
00086517 CMI-TECO - Purchase	\$889.88
00086523 CMI-TECO - Purchase	\$1,980.39
00086527 CMI-TECO - Purchase	\$2,138.67
00086528 CMI-TECO - Purchase	\$1,049.70
00086529 ALSCO INC. - Purchase	\$271.44
00086535 CMI-TECO - Purchase	\$881.78
00086539 CMI-TECO - Purchase	\$2,361.79
00086540 SOURCE OFFICE - VITAL - Purcha	\$125.48
00086543 DISPLAYS2GO - Purchase	\$474.90
00086576 BEARING BELTCHAIN00244 - Purch	\$12.64
00086593 CMI-TECO - Purchase	\$24.60
00086626 SKILLPATH / NATIONAL - Purchas	\$149.00
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$30,254.26</b>
00086018 MENARDS CASPER WY - Purchase	\$14.96
00086129 SUTHERLANDS 2219 - Purchase	\$49.70
00086148 AIRGAS CENTRAL - Purchase	\$17.47
00086198 HOSE & RUBBER SUPPLY C - Purch	\$77.82
00086214 HOSE & RUBBER SUPPLY C - Purch	\$23.00
00086161 INT IN EXPRESS PRINTI - Purch	\$368.00
00085990 SUTHERLANDS 2219 - Purchase	\$5.96
00086187 ATLAS OFFICE PRODUCTS - Purcha	\$92.77
00086210 ATLAS OFFICE PRODUCTS - Purcha	\$19.11
00085821 SQ SQ VENTURE TECHNO - Purch	\$160.82
00085836 VZWRLSS IVR VB - Purchase	\$40.01
00085863 CRUM ELECTRIC SUPPLY C - Purch	\$126.57
00085880 MENARDS CASPER WY - Purchase	\$36.98

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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00085882 SUTHERLANDS 2219 - Purchase	\$37.24
00085887 MENARDS CASPER WY - Purchase	\$18.01
00085934 BAILEYS ACE HDWE - Purchase	\$18.13
00085946 CPU IIT - Purchase	\$190.00
00085949 MENARDS CASPER WY - Purchase	\$44.15
00085986 BEARING BELTCHAIN00244 - Purch	\$90.88
00086026 VZWRLSS MY VZ VB P - Purchase	\$57.74
00086351 MURDOCHS RANCH &HOME # - Purch	\$99.99
00086367 MURDOCHS RANCH &HOME # - Purch	\$13.48
00086383 BEST BUY 00015271 - Purch	\$39.99
00086445 SAMSCLUB #6425 - Purchase	\$45.04
00086518 ALSCO INC. - Purchase	\$216.16
00086525 BEST BUY 00015271 - Purch	\$19.99
00086526 BAILEYS ACE HDWE - Purchase	\$2.59
<b>Subtotal for Cost Center Sewer:</b>	<b>\$1,926.56</b>
00085632 THE HOME DEPOT #6001 - Purchas	\$99.85
00086132 SAMS CLUB #6425 - Purchase	\$45.00
00086202 REXEL 3212 - Purchase	\$32.44
00086241 INTERSTATE ALL BATTERY - Purch	\$250.50
00086321 S SQUARE TUBE PRODUCTS - Purch	\$517.90
00086353 WEAR PARTS INC - Purchase	\$8.97
00086395 AMBI MAIL AND MARKETIN - Purch	\$20.80
00086259 SOURCE OFFICE - VITAL - Purcha	\$52.19
00086031 STAPLES 00114181 - Purch	\$33.39
00086107 MENARDS CASPER WY - Purchase	\$80.95
00085537 CASPER STAR TRIBUNE - Purchase	\$63.00
00086026 VZWRLSS MY VZ VB P - Purchase	\$57.74
00086573 ALSCO INC. - Purchase	\$446.96
00086692 VOGEL PAINT & WAX CO # - Purch	\$24,170.00
00086709 SPF45 - Purchase	\$75.11
00086713 LYLE SIGNS - Purchase	\$755.00
<b>Subtotal for Cost Center Streets:</b>	<b>\$26,709.80</b>
00086037 BEARING BELTCHAIN00244 - Purch	\$5.72
00086075 USPS PO 5715580945 - Purchase	\$7.75
00086083 COGENT - Purchase	\$22,029.00
00086125 WEAR PARTS INC - Purchase	\$86.11
00086136 ENVIRONMENTAL EXPRESS - Purcha	\$135.41
00086165 CRUM ELECTRIC SUPPLY C - Purch	\$17.73
00086166 NORCO INC - Purchase	\$56.24
00086219 WESTERN STATES FIRE PR - Purch	\$616.67
00086220 VZWRLSS IVR VB - Purchase	\$127.60

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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00086242 BAILEYS ACE HDWE - Purchase	\$9.98
00086255 HOSE & RUBBER SUPPLY C - Purch	\$28.91
00086256 FERGUSON ENT #3069 - Purchase	\$107.30
00086265 PACE ANALYTICAL SERVIC - Purch	\$60.00
00086290 LATECH EQUIPMENT INC - Purchas	\$4,573.66
00085803 HACH COMPANY - Purchase	\$999.90
00085846 TW ENTERPRISES - Purchase	\$837.23
00085852 NORCO INC - Purchase	\$183.20
00085855 HONNEN EQUIPMENT 04 - Purchase	\$111.61
00085859 TFS FISHER SCI HUS - Purchase	\$152.05
00085865 WEAR PARTS INC - Purchase	\$110.00
00085874 BEARING BELTCHAIN00244 - Purch	\$35.94
00085875 DENVER INDUSTRIAL PUMP - Purch	\$1,297.40
00085879 HOSE & RUBBER SUPPLY C - Purch	\$47.86
00085909 BAILEYS ACE HDWE - Purchase	\$27.97
00085931 CASPER WINNELSON CO - Purchase	\$61.01
00085939 WATERWORKS IND 2697 - Purchase	\$4,513.45
00085947 CONOCO - HOMAX OIL SAL - Purch	\$34.75
00085960 MCMASTER-CARR - Purchase	\$84.47
00085974 SAMSCLUB #6425 - Purchase	\$59.59
00085985 GRAINGER - Purchase	\$207.84
00085988 DANA KEPNER CO. - Purchase	\$260.00
00086026 VZWRLSS MY VZ VB P - Purchase	\$57.74
00086297 GREEN COVER SEED LLC - Purchas	\$35.00
00086314 SIGMA ALDRICH US - Purchase	\$306.82
00086329 MCMASTER-CARR - Purchase	\$140.42
00086336 SIGMA ALDRICH US - Purchase	\$170.77
00086359 CONOCO - HOMAX OIL SAL - Purch	\$54.43
00086364 ACE RADIATOR SERVICE - Purchas	\$265.50
00086400 BAILEYS ACE HDWE - Purchase	\$70.61
00086412 MONTANA SEALS AND PACK - Purch	\$2,515.95
00086462 BEARING BELTCHAIN00244 - Purch	\$36.97
00086477 OWPSACSTATE - Purchase	\$117.00
00086502 ALSCO INC. - Purchase	\$460.14
00086511 MOTION INDUSTRIES WY54 - Purch	\$383.10
00086542 BEARING BELTCHAIN00244 - Purch	\$9.28
00086556 ROCKY MOUNTAIN SECTION - Purch	\$50.00
00086575 HOSE & RUBBER SUPPLY C - Credi	-\$28.91
00086591 CONOCO - HOMAX OIL SAL - Purch	\$555.00
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$42,086.17</b>
00086296 DANA KEPNER CO. - Purchase	\$147.66
00085118 VZWRLSS MY VZ VB P - Purchase	\$439.98

# Bills & Claims

04/03/2019 to 04/16/2019

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00085521 VERIZON WRLS W2115-01 - Purcha	\$767.47
00086000 CASPER CONTRACTORS SUP - Purch	\$22.54
00086019 WATERWORKS IND 2697 - Purchase	\$873.92
00086058 HOWARD SUPPLY COMPANY - Purcha	\$59.13
00086110 USPS PO 5715580945 - Purchase	\$76.00
00086112 RUSSELL INDUSTRIES INC - Purch	\$4.32
00086126 NORCO INC - Purchase	\$23.08
00086133 INT IN TOKAY SOFTWARE - Purch	\$530.00
00086152 ROCKY MOUNTAIN AIR SOL - Purch	\$21.36
00086172 FASTENAL COMPANY01 - Purchase	\$6.08
00086177 UNION WIRELESS - Purchase	\$129.03
00086181 ATLAS OFFICE PRODUCTS - Purcha	\$4.01
00086197 ENERGY LABORATORIES, I - Purch	\$374.00
00086254 CASPER CONTRACTORS SUP - Purch	\$153.22
00086270 URGENT CARE OF CASPER - Purcha	\$40.00
00086279 BEARING BELTCHAIN00244 - Purch	\$46.39
00086280 TIRE RAMA 203 WC - Purchase	\$18.50
00086293 WYOMING ASSOCIATION OF - Purch	\$1,335.00
00085810 SUTHERLANDS 2219 - Purchase	\$4.49
00085816 HACH COMPANY - Purchase	\$620.56
00085829 ENERGY LABORATORIES, I - Purch	\$352.00
00085860 SUTHERLANDS 2219 - Purchase	\$8.58
00085944 VZWRLSS IVR VB - Purchase	\$160.04
00085964 WATERWORKS IND 2697 - Purchase	\$169.35
00085976 WATERWORKS IND 2697 - Purchase	\$312.68
00085806 ALL AMERICAN GASKET - Purchase	\$276.97
00086026 VZWRLSS MY VZ VB P - Purchase	\$141.87
00086407 ENERGY LABORATORIES IN - Purch	\$352.00
00086415 ENERGY LABORATORIES IN - Purch	\$54.00
00086432 WYOMING STEEL, RECYC - Purchas	\$463.39
00086442 DANA KEPNER CO. - Purchase	\$134.00
00086460 WAL-MART #3778 - Purchase	\$25.32
00086464 WEAR PARTS INC - Purchase	\$91.54
00086483 ATLAS OFFICE PRODUCTS - Purcha	\$6.40
00086492 ENERGY LABORATORIES IN - Purch	\$27.00
00086519 CASPER CONTRACTORS SUP - Purch	\$258.96
00086531 ALSCO INC. - Purchase	\$76.99
00086532 ENERGY LABORATORIES IN - Purch	\$27.00
00086553 SHERWIN-WILLIAMS 70896 - Purch	\$230.48
<b>Subtotal for Cost Center Water:</b>	<b>\$8,865.31</b>
00086024 PIZZA HUT 035955 - Purchase	\$50.00
00086050 USPS PO 5715580945 - Purchase	\$69.60

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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00086056 COASTAL CHEMICAL CO LL - Purch	\$136.95
00086079 CASPER STAR TRIBUNE - Purchase	\$43.54
00086099 WEAR PARTS INC - Purchase	\$115.82
00086116 ENERGY LABORATORIES IN - Purch	\$288.00
00086118 WEAR PARTS INC - Purchase	\$28.50
00086127 DANA KEPNER CO. - Purchase	\$195.00
00086142 HYDRO ROCKY MOUNTAIN - Purchas	\$610.00
00086170 THE HOME DEPOT #6001 - Purchas	\$34.85
00086263 FASTENAL COMPANY01 - Purchase	\$31.95
00086292 CASPER AREA CHAMBER - Purchase	\$300.00
00086310 FERGUSON ENT #3069 - Purchase	\$7.92
00086317 INTERSTATE ALL BATTERY - Purch	\$233.90
00086323 INT IN INDUSTRIAL MAI - Purch	\$320.00
00085911 FERGUSON ENT #3069 - Purchase	\$3.25
00085912 EUROFINS EATON ANALYTI - Purch	\$100.00
00085919 SMITHS FOOD #4185 - Purchase	\$47.71
00085927 WM SUPERCENTER #1617 - Purchas	\$43.93
00085952 THE HOME DEPOT #6001 - Purchas	\$28.57
00085962 THE HOME DEPOT #6001 - Purchas	\$24.91
00085967 WEAR PARTS INC - Purchase	\$7.26
00085972 THE HOME DEPOT #6001 - Credit	-\$18.94
00086026 VZWRLSS MY VZ VB P - Purchase	\$57.74
00086352 FASTENAL COMPANY01 - Purchase	\$23.96
00086372 FASTENAL COMPANY01 - Purchase	\$19.62
00086381 FASTENAL COMPANY01 - Credit	-\$23.96
00086393 ENERGY LABORATORIES IN - Purch	\$231.00
00086419 ENERGY LABORATORIES IN - Purch	\$231.00
00086486 WEAR PARTS INC - Purchase	\$46.26
00086533 ALSCO INC. - Purchase	\$122.82
00086577 XEROX CORPORATION/RBO - Purcha	\$210.15
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$3,621.31</b>
00086222 HARBOR FREIGHT TOOLS 3 - Purch	\$28.97
00086443 SAMS CLUB #6425 - Purchase	\$31.86
00085634 MENARDS CASPER WY - Purchase	\$196.57
00085703 KISTLER TENT AND AWNIN - Purch	\$475.00
00085743 VZWRLSS IVR VB - Purchase	\$219.42
00085528 SQ SQ VENTURE TECHNO - Purch	\$214.80
<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$1,166.62</b>
<b>Vendor Subtotal:</b>	<b>\$239,849.74</b>

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# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

<b>PEAK GEOSOLUTIONS/ SOLID WASTE PROFESSIONALS</b>	2019.14 OP/MTNC/MON SERVICES GAS	\$5,655.65
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$5,655.65</b>
	<b>Vendor Subtotal:</b>	<b>\$5,655.65</b>
<b>PETERSON EQUIPMENT CORP.</b>	73859 EQUIPMENT	\$8,734.57
	70812 EQUIPMENT	-\$29,868.28
	71382 EQUIPMENT	\$7,634.95
	71046 EQUIPMENT	\$33,749.08
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$20,250.32</b>
	73859 EQUIPMENT	\$19,744.99
	<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$19,744.99</b>
	<b>Vendor Subtotal:</b>	<b>\$39,995.31</b>
<b>PLAYGROUND HOUND LLC</b>	WY0319-2472 RETAINAGE	-\$3,910.95
	<b>Subtotal for Cost Center Capital Projects - Parks:</b>	<b>-\$3,910.95</b>
	WY0319-2472 #18-070 2019 PLAYGROUND EQUIPM	\$74,492.00
	WY0319-2472 #18-070 2019 PLAYGROUND EQUIPM	\$3,727.00
	<b>Subtotal for Cost Center Parks:</b>	<b>\$78,219.00</b>
	<b>Vendor Subtotal:</b>	<b>\$74,308.05</b>
<b>RICHARD CONSTANTINO</b>	RIN0029415 BOOT REIMBURSEMENT	\$10.00
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$10.00</b>
	<b>Vendor Subtotal:</b>	<b>\$10.00</b>
<b>RIVER OAKS COMMUNICATIONS CORPORATION</b>	RIN0029427 OTHER CONTRACTUAL	\$3,450.00
	<b>Subtotal for Cost Center City Attorney:</b>	<b>\$3,450.00</b>
	<b>Vendor Subtotal:</b>	<b>\$3,450.00</b>
<b>ROCKY MOUNTAIN POWER</b>	AP000169040219 ELECTRICITY	\$414.51
	AP000149040119 ELECTRICITY	\$4,401.86
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$4,816.37</b>

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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AP000167030819 ELECTRICITY	\$13,897.75
AP000167040219 ELECTRICITY	\$8,832.02
<b>Subtotal for Cost Center Balefill:</b>	<b>\$22,729.77</b>
RIN0029423 ELECTRICITY	\$156.47
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$156.47</b>
AP000150040219 ELECTRICITY	\$156.38
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$156.38</b>
AP000151040119 PHONE USE	\$2,654.58
AP000151040119 PHONE USE	\$1,007.52
AP000151040119 PHONE USE	\$33.31
AP000151040119 PHONE USE	\$1,433.26
<b>Subtotal for Cost Center City Hall:</b>	<b>\$5,128.67</b>
AP000245032919 ELECTRICITY	\$252.61
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$252.61</b>
AP000155040219 ELECTRICITY	\$4,898.73
AP000240040119 ELECTRICITY	\$960.23
<b>Subtotal for Cost Center Fire:</b>	<b>\$5,858.96</b>
AP000154040219 ELECTRICITY	\$3,648.59
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$3,648.59</b>
AP000156040119 ELECTRICITY	\$415.77
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$415.77</b>
AP000158040119 ELECTRICITY	\$10,073.62
AP000235032919 ELECTRICITY	\$4,553.25
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$14,626.87</b>
AP000159040119 ELECTRICITY	\$5,492.20
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$5,492.20</b>
AP000160040219 ELECTRICITY	\$864.01
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$864.01</b>
AP000180040219 ELECTRICITY	\$3,149.13
AP000244032819 ELECTRICITY	\$73.63
<b>Subtotal for Cost Center Parks:</b>	<b>\$3,222.76</b>

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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AP000162040219 ELECTRICITY \$70.34  
**Subtotal for Cost Center Police: \$70.34**

AP000152040119 ELECTRICITY \$3,523.56  
**Subtotal for Cost Center Recreation: \$3,523.56**

AP000163040219 ELECTRICITY \$539.94  
AP000239032919 ELECTRICITY \$66.92  
**Subtotal for Cost Center Sewer: \$606.86**

AP000164040219 ELECTRICITY \$47,035.09  
AP000241040219 ELECTRICITY \$83.27  
**Subtotal for Cost Center Streets: \$47,118.36**

AP000242032119 ELECTRICITY \$226.71  
AP000166040219 ELECTRICITY \$24,015.99  
**Subtotal for Cost Center Waste Water: \$24,242.70**

**Vendor Subtotal: \$142,931.25**

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## ROTARY CLUB OF CASPER

6399 QUARTERLY DUES/MEALS \$228.00  
**Subtotal for Cost Center City Manager: \$228.00**

**Vendor Subtotal: \$228.00**

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## SAM PARSON'S UPHOLSTERY

67666 REUPHOLSTER ATV \$100.00  
**Subtotal for Cost Center Fleet Maintenance: \$100.00**

**Vendor Subtotal: \$100.00**

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## SKYLAR HODGINS

907700299904 RISK LUNCHEON REIMBURESMENT \$33.81  
**Subtotal for Cost Center Property & Liability Insurance: \$33.81**

**Vendor Subtotal: \$33.81**

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## SMARSH, INC

INV00488979 SERVICES \$1,807.00  
**Subtotal for Cost Center Finance: \$1,807.00**

# Bills & Claims

04/03/2019 to 04/16/2019

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	<b>Vendor Subtotal:</b>	<b>\$1,807.00</b>
<b>STATE OF WY. - DEPT. OF ENVIRONMENTAL QUALITY</b>	EI0001859-2018 STATE LANDFILL ASSURANCE PRGM <b>Subtotal for Cost Center Balefill:</b>	\$2,294.98 <b>\$2,294.98</b>
	<b>Vendor Subtotal:</b>	<b>\$2,294.98</b>
<b>STATELINE NO 7 ARCHITECTS</b>	1789 SERVICES <b>Subtotal for Cost Center Perpetual Care:</b>	\$440.00 <b>\$440.00</b>
	<b>Vendor Subtotal:</b>	<b>\$440.00</b>
<b>STEALTH PARTNER GROUP</b>	RIN0029420 MEDICAL STOPLOSS INS. <b>Subtotal for Cost Center Health Insurance:</b>	\$49,713.82 <b>\$49,713.82</b>
	<b>Vendor Subtotal:</b>	<b>\$49,713.82</b>
<b>STELLAR PROGRAMMING &amp; CONSULTING</b>	2474 SOFTWARE SUPPORT <b>Subtotal for Cost Center Refuse Collection:</b>	\$593.75 <b>\$593.75</b>
	<b>Vendor Subtotal:</b>	<b>\$593.75</b>
<b>TIM DACH</b>	C9396/24 CLOTHING ALLOWANCE C93964/24 BOOT REIMBURSEMENT <b>Subtotal for Cost Center Buildings &amp; Structures:</b>	\$94.97 \$72.49 <b>\$167.46</b>
	<b>Vendor Subtotal:</b>	<b>\$167.46</b>
<b>TRACEY BELSER</b>	N3DFP4 TRAVEL AND TRAINING <b>Subtotal for Cost Center Human Resources:</b>	\$428.10 <b>\$428.10</b>
	<b>Vendor Subtotal:</b>	<b>\$428.10</b>
<b>TRETO CONSTRUCTION LLC</b>	MWAED02A RETAINAGE <b>Subtotal for Cost Center Capital Projects - Streets:</b>	-\$12,295.00 <b>-\$12,295.00</b>

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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MWAED02A #17-031 MIDWEST AVE - DAVID TO	\$109,000.00
<b>Subtotal for Cost Center Streets:</b>	<b>\$109,000.00</b>

MWAED02A #17-031 MIDWEST AVE - DAVID TO	\$13,950.00
<b>Subtotal for Cost Center Water:</b>	<b>\$13,950.00</b>

<b>Vendor Subtotal:</b>	<b>\$110,655.00</b>
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## TRIHYRO CORP.

0140116 EPA BROWNFIELDS HAZARDOUS	\$2,202.50
0140526 EPA BROWNFIELDS HAZARDOUS	\$65.00
<b>Subtotal for Cost Center Planning:</b>	<b>\$2,267.50</b>

<b>Vendor Subtotal:</b>	<b>\$2,267.50</b>
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## VIEWPOINT GOVERNMENT SOLUTIONS, INC.

3053 7 LICENSES	\$1,785.00
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$1,785.00</b>

3053 2 LICENSES	\$510.00
<b>Subtotal for Cost Center Engineering:</b>	<b>\$510.00</b>

<b>Vendor Subtotal:</b>	<b>\$2,295.00</b>
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## VISION SVC. PLAN

806529689 BENEFITS	\$1,145.46
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$1,145.46</b>

<b>Vendor Subtotal:</b>	<b>\$1,145.46</b>
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## WARDWELL WATER & SEWER DISTRICT

RIN0029426 BOOSTER IRRIGATION	\$14.32
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$14.32</b>

<b>Vendor Subtotal:</b>	<b>\$14.32</b>
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## WARRIOR KIT INC

WK19-69 SURVIVAL GEAR	\$9,250.00
<b>Subtotal for Cost Center Police:</b>	<b>\$9,250.00</b>

<b>Vendor Subtotal:</b>	<b>\$9,250.00</b>
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# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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<b>WASTE WATER TREATMENT</b>	1276/172832 SEWER	\$341,774.98
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$341,774.98</b>
	<b>Vendor Subtotal:</b>	<b>\$341,774.98</b>
<b>WEST PLAINS ENGINEERING, INC.</b>	BC18019-001002 #18-095 HOGADON WWTP GENERATOR	\$2,600.00
	<b>Subtotal for Cost Center Hogadon:</b>	<b>\$2,600.00</b>
	<b>Vendor Subtotal:</b>	<b>\$2,600.00</b>
<b>WESTERN WATER CONSULTANTS, INC.</b>	190170002 #18-066 MIDWEST RECONST - ELM	\$1,429.60
	<b>Subtotal for Cost Center Engineering:</b>	<b>\$1,429.60</b>
	181090009 MIDWEST AVE RECONST - DAVID TO	\$167.19
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$167.19</b>
	182200005 #18-068 GEORGE TANI PARKING	\$389.60
	181090009 MIDWEST AVE RECONST - DAVID TO	\$7,592.92
	<b>Subtotal for Cost Center Streets:</b>	<b>\$7,982.52</b>
	181090009 MIDWEST AVE RECONST - DAVID TO	\$1,045.59
	<b>Subtotal for Cost Center Water:</b>	<b>\$1,045.59</b>
	<b>Vendor Subtotal:</b>	<b>\$10,624.90</b>
<b>WH LLC</b>	2020 #18-011 CONSULTING/ENG CRL	\$842.64
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$842.64</b>
	<b>Vendor Subtotal:</b>	<b>\$842.64</b>
<b>WLC ENGINEERING - SURVEYING - PLANNING</b>	2019-10108 DESIGN & CA FOR HIGHLAND PARK/	\$5,053.13
	<b>Subtotal for Cost Center Streets:</b>	<b>\$5,053.13</b>
	<b>Vendor Subtotal:</b>	<b>\$5,053.13</b>
<b>WYOMING POWER WASH, INC.</b>	21973 BOOSTER/LIFT STATION SUPPLIES	\$347.50
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$347.50</b>

# Bills & Claims

City of Casper

04/03/2019 to 04/16/2019

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<b>Vendor Subtotal:</b>	<b>\$347.50</b>
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**YAMAHA MOTOR FINANCE  
CORP USA**

665424 YEARLY PAYMENT GOLF CARTS	\$13,165.00
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$13,165.00</b>

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<b>Vendor Subtotal:</b>	<b>\$13,165.00</b>
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**YOUTH EMPOWERMENT  
COUNCIL**

190329-9901 CITY YEC GRANT QTR 3	\$5,625.00
<b>Subtotal for Cost Center Capital Projects - City Mgr:</b>	<b>\$5,625.00</b>

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<b>Vendor Subtotal:</b>	<b>\$5,625.00</b>
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<b>Grand Total</b>	<b>\$2,602,858.80</b>
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Approved By

On

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 04/16/19

**Payroll Disbursements**

4/4/19	CITY & FIRE PAYROLL	\$	1,245,964.65
4/4/19	BENEFITS & DEDUCTIONS	\$	231,401.28

**Total Payroll**                    \$ 1,477,365.93

**Additional Fees**

**Total Fees**                                \$ -

**Additional Accounts Payable**

3/28/19	Pre-Writs: Utility refunds, bailer payment, petty cash		
	Alitute Recycling Equipment		94,470.00
	Kyleigh Cain		38.10
	Casper Orthopaedics Assc		8.25
	David Kelly		600.00
	Kahla Drake		75.00
	First Interstate Bank		105.98
	Laverne Porter		34.26
	Cora Raugutt		46.30
3/29/19	Global Spectrum - State Pool Camping	\$	523.80
4/16/2019	Tyler Technologies - new software	\$	12,261.55

**Total Additional AP**                    \$ 108,163.24

April 10, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*  
Carla Mills-Laatsch, Licensing Specialist *CM*  
SUBJECT: Establish Public Hearing and First Reading for amendments to the Mobile Vendor Parking Permit.

Meeting Type & Date

Regular Council Meeting  
April 16, 2019

Action Type

Minute Action

Recommendation

That Council, by minute action, establish May 7, 2019 as the public hearing date and first reading for the Amendment to the Mobile Vendor Parking ordinance in Municipal Code 10.36.031.

Summary

At the April 9, 2019 work session, City Council expressed their wishes to remove the two-hour restriction for posting notification of parking space closure in the downtown area. City Council gave direction to allow the City Manager or his designee to determine the time allowed to post the notification.

Financial Considerations

No financial consideration.

Oversight/Project Responsibility

Carla Mills-Laatsch

Attachments

None

April 11, 2019

MEMO TO: Casper City Council  
J. Carter Napier, City Manager *JCN*

FROM: Tom Solberg, Fire Chief *TS*  
Mark Harshman, Deputy Fire Chief *MH*  
John Henley, City Attorney *JH*

SUBJECT: Amendment to the International Fire Code regarding Mobile Food Preparation Vehicles

**Meeting Type & Date:**

Regular Council Meeting  
April 16, 2019

**Action Type:**

Proposed Amendment to Casper City Code 15.40.80 – Expansion upon the term “vehicle” for purposes of food preparation.  
Establish a Public Hearing and 1<sup>st</sup> Reading of the Proposed Ordinance Amending Section 15.40.80 of the Casper Municipal Code.

**Recommendation:**

That Council establish the Public Hearing on May 7, 2019 and hold the 1<sup>st</sup> reading of the proposed expansion of the definition of vehicle for purposes of Mobile Food Preparation vehicles, as referred in the International Fire Code (IFC).

**Summary:**

The term “vehicles” in the IFC applies currently to motorized vehicles only. The proposed amendment brings food stands, pushcarts or trailers, which use the same type of cooking appliances, food preparation and cooking techniques under the same fire code requirements as Mobile Food Preparation Vehicles.

This amendment promotes that the mobile food preparation vehicle, trailer, food stand or pushcarts that are equipped with appliances that produce smoke or grease-laden vapors are safe from those hazards. All food preparation units would be inspected and permitted on an annual basis. The City of Casper Code Officials have inspected all food preparation units in years past with great success, and this would allow the same inspections for fire and ignition hazards to mobile food preparation vehicles, even if they were not motorized.

Staff suggest the following language change as noted in bold print below.

E. Section 319.1 General, amended as follows:

E. Section 319.1 General.

Mobile food preparation vehicles, **food stands, pushcarts or trailers** that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section.

**Financial Considerations:**

No Financial Considerations

**Oversight/Project Responsibility:**

Mark Harshman, Deputy Fire Chief

Carla Mils-Laatsch, Licensing Specialist

**Attachments:**

Proposed Ordinance Amendment

2018 IFC Chapter 3 Section 319

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 15.40 –  
INTERNATIONAL FIRE CODE OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code regarding The International Fire Code requires a technical correction and amendment for consistency;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Sections 15.40.010 and 15.40.080 of the Casper Municipal Code are hereby amended as follows:

Section 15.40.010, shall have inserted after the phrase “amended by Section 15.40.70” the phrase “and 15.40.080”.

Therefore, Section 15.40.010 shall state:

“Pursuant to the authority granted by Wyoming Statutes Section 15-1-119, as amended, there is adopted by the city, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the International Fire Code, published by the International Code Council being particularly the 2018 Edition thereof, including B, C, D, F, H, and I, save and except such portions are hereinafter deleted, modified, or amended by Section 15.40.070 and 15.40.080 of this chapter, hereinafter referred to as the International Fire Code. A copy of the International Fire Code is on file in the office of the city clerk and the office of the fire chief of the city.”

Section 15.40.080 shall be amended to add a new section “E.” which shall read:

E. Chapter 319.1 General to be amended to read:

“Mobile food preparation vehicles, food stand, push carts or trailers that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section.”

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

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

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**ATTEST:**

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

**CITY OF CASPER, WYOMING**  
**A Municipal Corporation**

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

**CHAPTER 3 GENERAL REQUIREMENTS**  
**SECTION 319**  
**MOBILE FOOD PREPARATION VEHICLES**

**319.1 General.**

Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section.

**319.2 Permit required.**

Permits shall be required as set forth in Section 105.6.

**319.3 Exhaust hood.**

Cooking equipment that produces grease-laden vapors shall be provided with a kitchen exhaust hood in accordance with Section 607.

**319.4 Fire protection.**

Fire protection shall be provided in accordance with Sections 319.4.1 and 319.4.2.

**319.4.1 Fire protection for cooking equipment.**

Cooking equipment shall be protected by automatic fire extinguishing systems in accordance with Section 904.12.

**319.4.2 Fire extinguisher.**

Portable fire extinguishers shall be provided in accordance with Section 906.4.

**319.5 Appliance connection to fuel supply piping.**

Gas cooking appliances shall be secured in place and connected to fuel-supply piping with an appliance connector complying with ANSI Z21.69/CSA 6.16. The connector installation shall be configured in accordance with the manufacturer's installation instructions. Movement of appliances shall be limited by restraining devices installed in accordance with the connector and appliance manufacturers' instructions.

**319.6 Cooking oil storage containers.**

Cooking oil storage containers within mobile food preparation vehicles shall have a maximum aggregate volume not more than 120 gallons (454 L), and shall be stored in such a way as to not be toppled or damaged during transport.

**319.7 Cooking oil storage tanks.**

Cooking oil storage tanks within mobile food preparation vehicles shall comply with Sections 319.7.1 through 319.7.5.2.

**319.7.1 Metallic storage tanks.**

Metallic cooking oil storage tanks shall be *listed* in accordance with UL 80 or UL 142, and shall be installed in accordance with the tank manufacturer's instructions.

**319.7.2 Nonmetallic storage tanks.**

Nonmetallic cooking oil storage tanks shall be installed in accordance with the tank manufacturer's instructions and shall comply with both of the following:

1. Tanks shall be *listed* for use with cooking oil, including maximum temperature to which the tank will be exposed during use.
2. Tank capacity shall not exceed 200 gallons (757 L) per tank.

**319.7.3 Cooking oil storage system components.**

Metallic and nonmetallic cooking oil storage system components shall include, but are not limited to, piping, connections, fittings, valves, tubing, hose, pumps, vents and other related components used for the transfer of cooking oil.

**319.7.4 Design criteria.**

The design, fabrication and assembly of system components shall be suitable for the working pressures, temperatures and structural stresses to be encountered by the components.

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### **319.7.5 Tank venting.**

Normal and emergency venting shall be provided for cooking oil storage tanks.

#### **319.7.5.1 Normal vents.**

Normal vents shall be located above the maximum normal liquid line, and shall have a minimum effective area not smaller than the largest filling or withdrawal connection. Normal vents are not required to vent to the exterior.

#### **319.7.5.2 Emergency vents.**

Emergency relief vents shall be located above the maximum normal liquid line, and shall be in the form of a device or devices that will relieve excessive internal pressure caused by an exposure fire. For nonmetallic tanks, the emergency relief vent shall be allowed to be in the form of construction. Emergency vents are not required to discharge to the exterior.

### **319.8 LP-gas systems.**

Where LP-gas systems provide fuel for cooking appliances, such systems shall comply with Chapter 61 and Sections 319.8.1 through 319.8.5.

#### **319.8.1 Maximum aggregate volume.**

The maximum aggregate capacity of LP-gas containers transported on the vehicle and used to fuel cooking appliances only shall not exceed 200 pounds (91 kg) propane capacity.

#### **319.8.2 Protection of container.**

LP-gas containers installed on the vehicle shall be securely mounted and restrained to prevent movement.

#### **319.8.3 LP-gas container construction.**

LP-gas containers shall be manufactured in compliance with the requirements of NFPA 58.

#### **319.8.4 Protection of system piping.**

LP-gas system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage, and damage from vibration.

#### **319.8.5 LP-gas alarms.**

A listed LP-gas alarm shall be installed within the vehicle in the vicinity of LP-gas system components, in accordance with the manufacturer's instructions.

### **319.9 CNG systems.**

Where CNG systems provide fuel for cooking appliances, such systems shall comply with Sections 319.9.1 through 319.9.4.

#### **319.9.1 CNG containers supplying only cooking fuel.**

CNG containers installed solely to provide fuel for cooking purposes shall be in accordance with Sections 319.9.1.1 through 319.9.1.3

##### **319.9.1.1 Maximum aggregate volume.**

The maximum aggregate capacity of CNG containers transported on the vehicle shall not exceed 1,300 pounds (590 kg) water capacity.

##### **319.9.1.2 Protection of container.**

CNG containers shall be securely mounted and restrained to prevent movement. Containers shall not be installed in locations subject to a direct vehicle impact.

##### **319.9.1.3 CNG container construction.**

CNG containers shall be an NGV-2 cylinder.

#### **319.9.2 CNG containers supplying transportation and cooking fuel.**

Where CNG containers and systems are used to supply fuel for cooking purposes in addition to being used for transportation fuel, the installation shall be in accordance with NFPA 52.

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**319.9.3 Protection of system piping.**

CNG system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage and damage from vibration.

**319.9.4 Methane alarms.**

A listed methane gas alarm shall be installed within the vehicle in accordance with manufacturer's instructions.

**319.10 Maintenance.**

Maintenance of systems on mobile food preparation vehicles shall be in accordance with Sections 319.10.1 through 319.10.3.

**319.10.1 Exhaust system.**

The exhaust system, including hood, grease-removal devices, fans, ducts and other appurtenances, shall be inspected and cleaned in accordance with Section 607.3.

**319.10.2 Fire protection systems and devices.**

Fire protection systems and devices shall be maintained in accordance with Section 901.6.

**319.10.3 Fuel gas systems.**

LP-gas containers installed on the vehicle and fuel-gas piping systems shall be inspected annually by an *approved* inspection agency or a company that is registered with the U.S. Department of Transportation to requalify LP-gas cylinders, to ensure that system components are free from damage, suitable for the intended service and not subject to leaking. CNG containers shall be inspected every 3 years in a qualified service facility. CNG containers shall not be used past their expiration date as listed on the manufacturer's container label. Upon satisfactory inspection, the *approved* inspection agency shall affix a tag on the fuel gas system or within the vehicle indicating the name of the inspection agency and the date of satisfactory inspection.

April 2, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*

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

SUBJECT: Establish the Public Hearing Date for a New Resort Liquor License No. 7 Highend Hotel Group of America, LLC d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, Located at 300 West F Street.

Meeting Type & Date  
Regular Council Meeting  
April 16, 2019

Action type  
Establish Public Hearing  
Minute Action

Recommendation  
That Council, by minute action, establish May 7, 2019 as the Public Hearing date for a new Resort Liquor License No. 7 for Highend Hotel Group of America, LLC d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, located at 300 West F Street.

Summary  
The Ramada Plaza was owned by Avana Casper, LLC who took over this property after the former owners filed for bankruptcy in April of 2018. Highend Hotel Groups of America, LLC took over ownership of this property in March of 2019.

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

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

Financial Considerations  
None

Oversight/Project Responsibility  
Carla Mills-Laatsch, Licensing Specialist

Attachments  
None

April 2, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Public Hearing for Consideration of an Ordinance to Vacate a Portion of South Elm Street, located between West Collins Avenue and West 8<sup>th</sup> Street

Meeting Type & Date:

Regular Council Meeting, April 16, 2019.

Action Type:

Ordinance and Public Hearing.

Recommendation:

That Council approve an ordinance to vacate a portion of South Elm Street, located between West Collins Avenue and West 8<sup>th</sup> Street.

Summary:

The Natrona County School District has requested a vacation of a portion of South Elm Street, located between West Collins Avenue and West 8<sup>th</sup> Street. The portion of South Elm Street proposed for vacation is undeveloped, platted right-of-way, underlying the Natrona County High School football stadium/field. The right-of-way in question was assumed to have been vacated years ago; however, during the review of a cell tower lease with Verizon, the District could not find proof that the street had ever been officially vacated.

The School District has provided a signed petition with signatures of a majority of the property owners, who own a majority of the property proposed for vacation, and extending three hundred feet (300') in all directions. In addition, the District has obtained easement releases from all affected Casper utility providers.

Financial Considerations:

Wyoming State Statute 15-4-305 states that the City may demand and receive the value of the land vacated as consideration for the vacation if desired.

Oversight/Project Responsibility:

Craig Collins, City Planner, is tasked with processing the vacation request.

Attachments:

Exhibit for Vacation  
Ordinance



CASPER  
200 PRONGHORN  
CASPER, WY 82601  
P: 307-266-2524

June 20, 2018

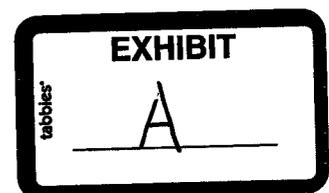
Natrona School District No. 1  
970 N. Glenn Road  
Casper, WY 82601

W.O. No.: 14210

Description: (S. Elm Street Vacation – 0.73 Acres)

A Parcel located in and being all of South Elm Street lying between West Collins Drive and Vacated West 8<sup>th</sup> Street, Casper, Wyoming and located in the SE1/4NW1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of the Parcel being described and the northeasterly corner of Lot 15, Block 90, City of Casper, Wyoming and also a point of intersection of the westerly line of South Elm Street with the southeasterly line of West Collins Drive; thence from said Point of Beginning and along the northwesterly line of said Parcel and South Elm Street and the southeasterly line of said West Collins Drive, N.63°19'21"E., 66.74 feet to the northeasterly corner of said Parcel and South Elm Street and the northwesterly corner of Block 82, City of Casper, Wyoming; thence along the easterly line of said Parcel and South Elm Street and the westerly line of said Block 82, vacated West 7<sup>th</sup> Street and Block 83, City of Casper, Wyoming, S.0°42'53"E., 545.03 feet to the southeasterly corner of said Parcel and the southwesterly corner of said Block 83 and a point in and intersection with the northerly line of vacated West 8<sup>th</sup> Street; thence along the southerly line of said Parcel and South Elm Street and the northerly line of said vacated West 8<sup>th</sup> Street, S.89°17'15"W., 60.00 feet to the southwesterly corner of said Parcel and southeasterly corner of Block 90, City of Casper, Wyoming; thence along the westerly line of said Parcel and South Elm Street and the easterly line of said Block 90, N.0°42'53"W., 515.81 feet to the Point of Beginning and containing 0.73 acres, more or less, as set forth by the plat attached and made a part hereof.

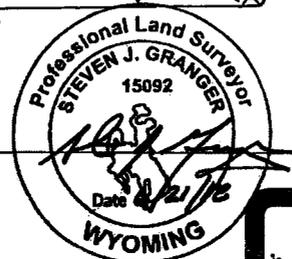
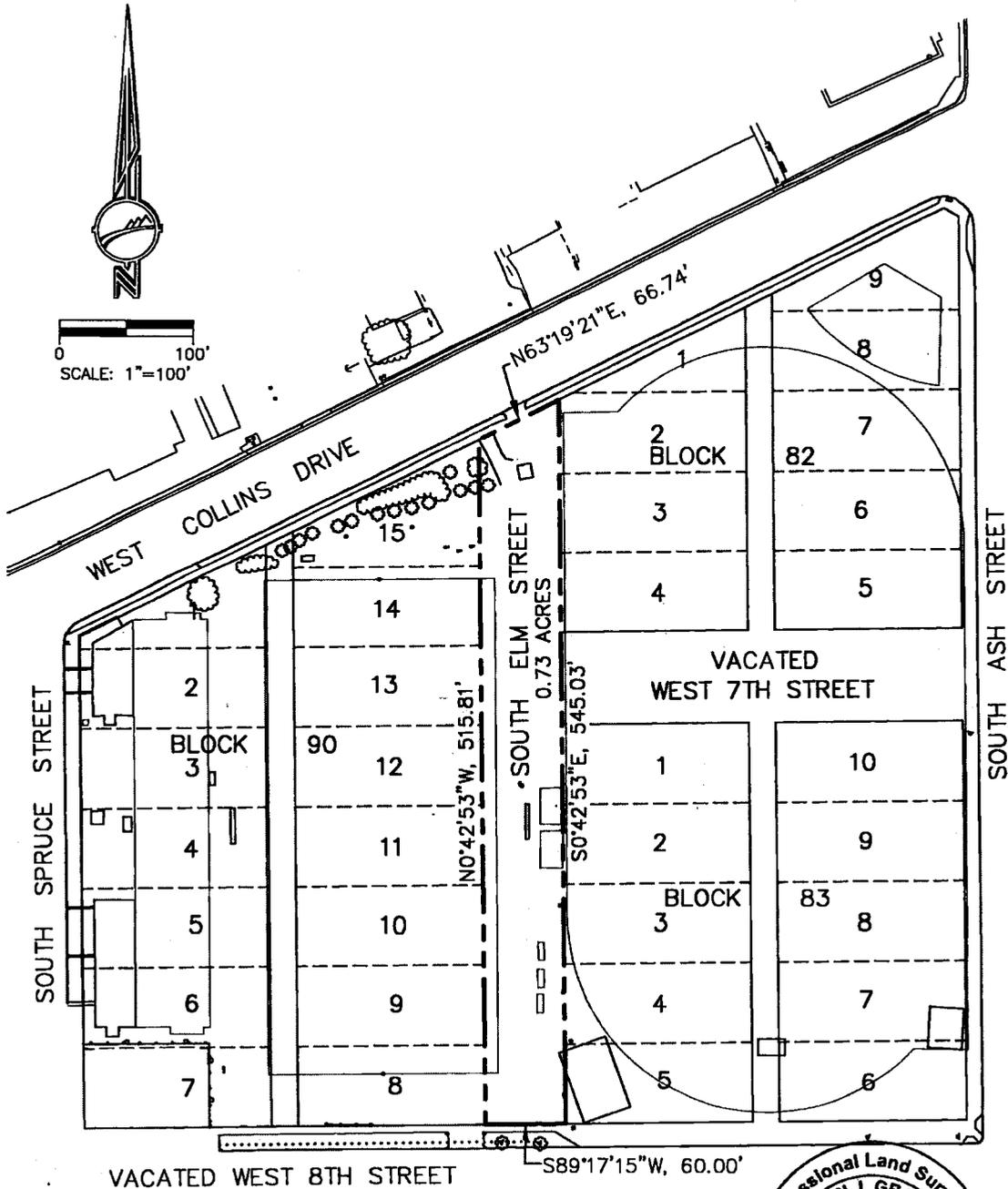


**WLC ENGINEERING AND SURVEYING**  
 200 PRONGHORN STREET, CASPER, WYOMING 82601  
 FOR

Client NATRONA COUNTY SCHOOL DISTRICT NO. 1 Address 970 N. GLENN ROAD  
 City CASPER State WYOMING Zip 82601

**PROPERTY LOCATION PLAT**

SE1/4NW1/4 Section 9, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming  
 Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision CITY OF CASPER  
 City CASPER County NATRONA State WYOMING



Date: 6-20-18  
 W.O. No. 14210  
 Book No. \_\_\_\_\_, Pg. \_\_\_\_\_  
 Drawn By: KRM

Acad File: NCHS ELM STREET VACATION EXHIBIT 61  
 S:\NCHS-BASSETTI-14210\SURVEY\DRAWINGS\ELM STREET VACATION EXHIBIT\NCHS ELM STREET VACATION EXHIBIT.DWG

**EXHIBIT**

B

tabbles

ORDINANCE NO. 8-19

AN ORDINANCE APPROVING THE VACATION OF A  
PORTION OF SOUTH ELM STREET, BETWEEN WEST  
COLLINS AVENUE AND WEST 8<sup>TH</sup> STREET

WHEREAS, the Natrona County School District has requested the vacation of a portion of South Elm Street, located between West Collins Avenue and West 8<sup>th</sup> Street; and,

WHEREAS, the portion of South Elm Street proposed for vacation is undeveloped, platted right-of-way underlying the Natrona County High School football stadium/field; and,

WHEREAS, a petition containing the signatures of a majority of the owners who own a majority of the property abutting the segments of the street proposed to be vacated and extending 300 feet in all directions from the street to be vacated has been submitted to the City as provided by W.S. §15-4-305; and,

WHEREAS, Natrona County School District has submitted signed consents to release and abandon the utility easement associated with said portion of South Elm Street from all of Casper's utility companies; and,

WHEREAS, the City of Casper has determined that said portion of South Elm Street, West 8<sup>th</sup> Street can be vacated without adversely impacting utility services and traffic circulation within the area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation of a portion of South Elm Street as public right-of-way.

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

SECTION 1:

That the vacation of a portion of South Elm Street, as set forth in Exhibits "A" and "B", which by reference herein are made a part of this ordinance, is hereby approved and vacated.

SECTION 2:

That the vacated portion of South Elm Street, as described in Exhibit "A" and illustrated in Exhibit "B", shall revert to the adjoining land owners as provided by law.

SECTION 3:

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

PASSED on 1st reading the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

April 3, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Public Hearing for Consideration of an Ordinance approving an Annexation and Plat Creating the West Casper Commerce Center Addition, establishing the Zoning of said Addition as C-2 (General Business), and Approving the Subdivision Agreement between the City and Seven Synergy Holdings, LLC.

Meeting Type & Date:

Regular Council Meeting, April 16, 2019.

Action Type:

Ordinance and Public Hearing.

Recommendation:

That Council, by ordinance, approve an annexation and a plat creating the West Casper Commerce Center Addition; establish the zoning of said Addition as C-2 (General Business), and approve the Subdivision Agreement between the City and Seven Synergy Holdings, LLC.

Summary:

Seven Synergy Holdings, LLC has applied for an annexation, plat and zone change to create the West Casper Commerce Addition. The subject property is located at the northeast corner of the intersection of Southwest Wyoming Boulevard and CY Avenue, and is currently undeveloped, vacant land. The proposed West Casper Commerce Center Addition encompasses approximately 1.88-acres, and is creating a single platted lot through the combination of Lot 1, McNamara Heights Addition, and the annexation of an approximately half-acre parcel of unplatted, abandoned right-of-way (CY Avenue). Properties surrounding the subject property are zoned C-2 (General Business) to the south and east, and PH (Park Historic) to the north and west.

Lot 1, McNamara Heights Addition, is currently zoned C-2 (General Business). The property currently has two existing points of legal access, a thirty-foot (30') easement from the east, and a thirty-five foot (35') easement/curb-cut on the north, off of SW Wyoming Boulevard. The applicant's future plans for the development of the property are unknown.

Section 17.12.170 of the Casper Municipal Code requires that staff review all zoning requests in context with the approved Comprehensive Land Use Plan, and staff is required to provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the

basis for future zoning and land use regulations. The property in question is in an area designated by the FLU as “Community Center.”

Page 4-33 of the Generation Casper Plan indicates that development areas designated as “Community Centers” are characterized as a concentration of commercial activity serving a larger area than a neighborhood center, but do not draw from the uniqueness of Urban Centers. Furthermore, CY Avenue is called out specifically as meeting the definition of a Community Center. Primary uses in Community Centers are retail, trade, service uses, and offices with supporting multifamily residential.

The proposed C-2 (General Business) zoning district allows, as permitted uses, by right, any and all of the following:

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. Bars, taverns, retail liquor stores, and cocktail lounges;
9. Bed and breakfast;
10. Bed and breakfast homestay;
11. Bed and breakfast inn;
12. Business, general retail;
13. Chapels and mortuaries;
14. Churches;
15. Clubs or lodges;
16. Convenience establishment, medium volume;
17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center—zoning review;
21. Family child care home;
22. Family child care home—zoning review;
23. Electrical, television, radio repair shops;
24. Gaming/gambling;
25. Grocery stores;
26. Group homes;
27. Homes for the homeless (emergency shelters);
28. Hotels, motels;
29. Neighborhood groceries;

30. Offices, general and professional;
31. Pet shops;
32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
33. Parking garages and/or lots;
34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;
41. Restaurants, cafes, and coffee shops;
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

The Planning and Zoning Commission voted 6-1 to support the annexation, plat and zoning after a public hearing on February 21, 2019. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing annexations, plats/replats and zoning applications.

Attachments:

Ordinance

Location Map

# Proposed West Casper Commerce Center Addition



ORDINANCE NO. 9-19

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND ZONING CREATING THE WEST CASPER COMMERCE CENTER ADDITION; AND THE ASSOCIATED SUBDIVISION AGREEMENT BETWEEN THE CITY OF CASPER AND SEVEN SYNERGY HOLDINGS, LLC

WHEREAS, Seven Synergy Holdings, LLC has applied for approval of an annexation and plat of a parcel of formerly abandoned WYDOT Right-of-Way of State Highway No. 220, located within the SE1/4SW1/4 of Section 18, T.33N., R.79W., 6<sup>th</sup> P.M. Natrona County, Wyoming; and,

WHEREAS, in conjunction with the above-described annexation, the applicant has applied for a vacation and replat of Lot 1, McNamara Heights Addition, which, when combined with the area being annexed, will result in the creation of a new subdivision, the West Casper Commerce Center Addition; and,

WHEREAS, application has been made requesting C-2 (General Business) zoning for the proposed West Casper Commerce Center Addition; and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and said petition has been submitted to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report will be completed prior to final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the vacation and plat creating the West Casper Commerce Center Addition, and the zoning of the same as C-2 (General Business), following a public hearing on February 21, 2019.

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

SECTION 1:

The annexation of a parcel of formerly abandoned WYDOT Right-of-Way of State Highway No. 220, located within the SE1/4SW1/4 of Section 18, T.33N., R.79W., 6<sup>th</sup> P.M. Natrona County, Wyoming, is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The vacation and plat creating the West Casper Commerce Center Addition is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and Seven Synergy Holdings, LLC is hereby approved, and the Mayor is hereby authorized, and directed to execute, and the City Clerk to attest, said Agreement.

SECTION 4:

The West Casper Commerce Center Addition is hereby zoned C-2 (General Business).

SECTION 5:

This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

March 25, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*

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

SUBJECT: Public Hearing for a New Distillery Satellite Liquor License No. 1 for Backwards Distilling Company, LLC, d/b/a Backwards Distilling Company Satellite, Located at 214 South Wolcott.

Meeting Type & Date

Regular Council Meeting  
April 16, 2019

Action type

Public Hearing  
Minute Action

Recommendation

That Council, by minute action, consider the application for a new Distillery Satellite liquor license No. 1 for Backwards Distilling Company, LLC, d/b/a Backwards Distilling Company Satellite, located at 214 South Wolcott.

Summary

An application has been received for a new Distillery Satellite liquor license No. 1 for Backwards Distilling Company, LLC, d/b/a Backwards Distilling Company Satellite, located at 214 South Wolcott.

The City of Casper Fire-EMS Department has required a sprinkler and fire alarm system to be installed before this business can open. The owners are aware of this stipulation and are taking steps to meet the requirements. If approved by City Council, this license will be issued once the requirements have been satisfied.

Backwards Distillery holds a manufacturer's license and satellite permit in the Town of Mills. Per State Statute 12-3-203 (g) only one satellite permit may operate in the State of Wyoming for each manufacturer's license. When the satellite permit in the City of Casper is issued, they will close the location in Mills to comply with the State Statute.

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](http://www.casperwy.gov)).

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of website publication

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

**To be completed by City/County Clerk**

License Fees Annual Fee: \$ 100.00 Local License #: Distillery Satellite #1  
 Prorated Fee: \$ \_\_\_\_\_ Date filed with clerk: 03 1 25 19  
 Transfer Fee: \$ \_\_\_\_\_ Advertising Dates: (2 Weeks) 04/5/19 & 4/7/2019  
 Publishing Fee: \$ \_\_\_\_\_ Hearing Date: 04 1/16 2019

Publishing Fee Direct Billed to Applicant:

License Term: 04 1 17 2019 Through 03 1 31 2020  
Month Day Year 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: BACKWARDS DISTILLING COMPANY, LLC  
 Trade/Business Name (dba): BACKWARDS DISTILLING COMPANY SATELLITE  
 Building to be licensed/Building Address: 214 S. WOLCOTT  
Number & Street  
CASPER Wy 82601 NATRONA  
City State Zip County  
 Mailing Address: P.O. Box 3067  
Number & Street or P.O. Box  
MILLS Wy 82644  
City State Zip  
 Business Telephone Number: (307) 472-1275 Fax Number: (307) 472-1719  
 E-Mail Address: bill@backwardsdistilling.com  
 Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)  
CASPER Block 3 Lots 11+12 Commercial

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
<input type="checkbox"/> NEW LICENSE	<input checked="" type="checkbox"/> CITY OF: <u>CASPER</u>	<input type="checkbox"/> INDIVIDUAL
<input checked="" type="checkbox"/> TRANSFER OF LOCATION	<input type="checkbox"/> COUNTY OF: _____	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> TRANSFER OWNERSHIP	<input type="checkbox"/> ASSIGNMENT LETTER ATTACHED	<input type="checkbox"/> LP/LLP
FORMERLY HELD BY: _____		<input checked="" type="checkbox"/> LLC
		<input type="checkbox"/> CORPORATION
		<input type="checkbox"/> LTD PARTNERSHIP
		<input type="checkbox"/> ORGANIZATION
		<input type="checkbox"/> OTHER _____

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

<input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> ON-PREMISE ONLY (BAR)	<input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL	<input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input checked="" type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
<input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)	LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB	<b>SPECIAL DESIGNATIONS</b> <input type="checkbox"/> CONVENTION FACILITY <input type="checkbox"/> CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> GUEST RANCH <input type="checkbox"/> RESORT
<input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)		

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

FULL TIME (e.g. Jan through Dec)  SEASONAL/PART-TIME  NON-OPERATIONAL/PARKED  
 (specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)  
 from JAN to DEC from \_\_\_\_\_ to \_\_\_\_\_ from 6:00am to 2:00am  
MON - SAT

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6** SUN 9:00am to 12:00 pm MIDNIGHT

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 1 paragraph 1 of lease.
- (B) Where the Sales provision for alcoholic or malt beverages is located, on page 2 paragraph 4 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 <i>DO NOT LIST PO BOXES</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(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 <i>DO NOT LIST PO BOXES</i>	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?
William Pollock						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Kathy Pollock						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Amber Pollock						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Chad Pollock						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(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

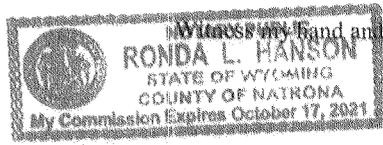
(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 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 28 day of Feb, 2019 that the facts alleged in the foregoing instrument are true by the following:

- |    |  |   |                              |
|----|--|---|------------------------------|
| 1) | <u>William Pollock Jr</u><br>(Signature) | <u>William Pollock Jr</u><br>(Printed Name) | <u>MEMBER/OWNER</u><br>Title |
| 2) | _____<br>(Signature)                     | _____<br>(Printed Name)                     | _____<br>Title               |
| 3) | _____<br>(Signature)                     | _____<br>(Printed Name)                     | _____<br>Title               |
| 4) | _____<br>(Signature)                     | _____<br>(Printed Name)                     | _____<br>Title               |
| 5) | _____<br>(Signature)                     | _____<br>(Printed Name)                     | _____<br>Title               |
| 6) | _____<br>(Signature)                     | _____<br>(Printed Name)                     | _____<br>Title               |



Witness my hand and official seal:  
Ronda L. Hanson  
Signature of Notary Public

(SEAL)

75 My commission expires: 10/17/2021



City Clerk's Office  
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 04/03/2019 and ended on 04/17/2019 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

By: Carla Mueb-Haatsch

Date: 04/04/2019

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

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

Christa K. Wiggs



Provide to City of Casper Central Records

Backwards Distilling Company, LLC.

Notice is hereby given that on the 5<sup>th</sup> day of March, 2019, Backwards Distilling Company, LLC, applied for a new Satellite Distillery License No. 1 in the office of the Clerk of the City of Casper, Wyoming for the following described place 214 South Wolcott, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 16<sup>th</sup> day of April, 2019 in the City Council Chambers at 200 North David.

Dated: March 25, 2019

March 20, 2019

**MEMO TO:** J. Carter Napier, City Manager *JCN*

**FROM:** Liz Becher, Community Development Director *LB*  
Craig Collins, Building/Code Enforcement Manager *CC*

**SUBJECT:** Approval of Contracts for the Abatement of Weeds and Litter

**Meeting Type & Date:** Regular Council Meeting – April 16, 2019

**Action Type:** Resolution

**Recommendation:** That Council, by resolution, authorize one-year contracts with AAA Landscaping and B & B Sales and Service for weed mowing and litter abatement within the City of Casper, commencing May 1, 2019, and continuing through April 30, 2020.

**Summary:** On March 3, 2019 and March 10, 2019, the City's Code Enforcement Division publicly advertised Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website for weed mowing and litter abatement.

The City is in receipt of three (3) bids from local contractors for the desired services. However, one bid received from Advanced Construction Tile & Landscape LLC is recommended to be rejected due to their unreasonably high prices. Therefore, staff recommends bids be awarded for weed mowing and litter abatement to AAA Landscaping and B & B Sales and Service. Because the above referenced companies have other clients that they do work for, it is important that Code Enforcement have at least two contractors they can rely on. The bids received and their fees are as follows:

**AAA Landscaping**

1. Individual platted lots or areas of 2,500 square feet or less shall be **\$0.08** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.020** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.0152** per square foot.
4. Litter and trash removal shall be **\$40.00** per cubic yard to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

**B & B Sales and Service**

1. Individual lots of 2,500 square feet or less shall be **\$0.04** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.035** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.035** per square foot.
4. Litter and trash removal shall be **\$55.00** per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

**Advanced Construction Tile & Landscape LLC**

1. Individual lots of 2,500 square feet or less shall be **\$0.27** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.25** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.23** per square foot.
4. Litter and trash removal shall be **\$50.00** per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

**Financial Considerations:** Funding for the abatement of weeds and litter is budgeted from the FY2019/2020 General Fund, Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed through GEMS for the services provided.

**Oversight/Project Responsibility:** Community Development Department, Code Enforcement Division – Craig Collins, Building/Code Enforcement Manager.

**Attachments:** AAA Landscaping Contract for Professional Services  
Resolution for AAA Landscaping  
B & B Sales and Service Contract for Professional Services  
Resolution for B & B Sales and Service

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 16<sup>th</sup> day of April 2019, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. AAA Landscaping, P.O. Box 50454, Casper, Wyoming 82605 ("Contractor").

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

### RECITALS

A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.

B. The project requires professional services for weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City on lots, streets, alleys, or other land as required by this Contract.

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

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

#### 1. SCOPE OF SERVICES:

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

- A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut and trim weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting and trimming the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services of the Contractor shall commence on May 1, 2019 and terminate on April 30, 2020, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be \$ 0.08 per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be \$ 0.020 per square foot.
- C. Lots greater than 5,000 square feet shall be \$ 0.0152 per square foot.
- D. Litter and trash removal shall be \$40.00 per cubic yard to remove, transport, and dispose of legally.

No charge shall be less than \$25.00.

4. METHOD OF PAYMENT:

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

Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

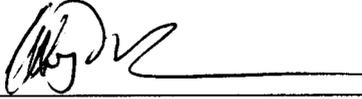
6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

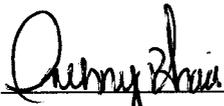
\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

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

WITNESS

CONTRACTOR – AAA Landscaping

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

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

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

Printed Name: Anthony B. Gracia

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

Title: Owner

# CONTRACT FOR PROFESSIONAL SERVICES

## PART II - GENERAL TERMS AND CONDITIONS

### 1. TERMINATION OF CONTRACT:

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

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

### 2. CHANGES:

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

### 3. ASSIGNABILITY:

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

### 4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision,

and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

*B. Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence.

If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the

required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate

only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO. 19-57

A RESOLUTION AUTHORIZING A CONTRACT WITH AAA LANDSCAPING FOR WEED MOWING AND LITTER ABATEMENT.

WHEREAS, the City of Casper desires to contract with AAA Landscaping for weed mowing and litter abatement, which shall commence on May 1, 2019 and terminate April 30, 2020; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with AAA Landscaping for weed mowing and litter abatement, in amounts not to exceed those set forth in the contract.

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

March 20, 2019

**MEMO TO:** J. Carter Napier, City Manager *JCN*  
**FROM:** Liz Becher, Community Development Director *LB*  
Craig Collins, Building/Code Enforcement Manager *CC*  
**SUBJECT:** Approval of Contracts for the Abatement of Weeds and Litter

**Meeting Type & Date:** Regular Council Meeting – April 16, 2019

**Action Type:** Resolution

**Recommendation:** That Council, by resolution, authorize one-year contracts with AAA Landscaping and B & B Sales and Service for weed mowing and litter abatement within the City of Casper, commencing May 1, 2019, and continuing through April 30, 2020.

**Summary:** On March 3, 2019 and March 10, 2019, the City's Code Enforcement Division publicly advertised Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website for weed mowing and litter abatement.

The City is in receipt of three (3) bids from local contractors for the desired services. However, one bid received from Advanced Construction Tile & Landscape LLC is recommended to be rejected due to their unreasonably high prices. Therefore, staff recommends bids be awarded for weed mowing and litter abatement to AAA Landscaping and B & B Sales and Service. Because the above referenced companies have other clients that they do work for, it is important that Code Enforcement have at least two contractors they can rely on. The bids received and their fees are as follows:

**AAA Landscaping**

1. Individual platted lots or areas of 2,500 square feet or less shall be **\$0.08** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.020** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.0152** per square foot.
4. Litter and trash removal shall be **\$40.00** per cubic yard to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

### **B & B Sales and Service**

1. Individual lots of 2,500 square feet or less shall be **\$0.04** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.035** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.035** per square foot.
4. Litter and trash removal shall be **\$55.00** per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

### **Advanced Construction Tile & Landscape LLC**

1. Individual lots of 2,500 square feet or less shall be **\$0.27** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.25** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.23** per square foot.
4. Litter and trash removal shall be **\$50.00** per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

**Financial Considerations:** Funding for the abatement of weeds and litter is budgeted from the FY2019/2020 General Fund, Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed through GEMS for the services provided.

**Oversight/Project Responsibility:** Community Development Department, Code Enforcement Division – Craig Collins, Building/Code Enforcement Manager.

**Attachments:** AAA Landscaping Contract for Professional Services  
Resolution for AAA Landscaping  
B & B Sales and Service Contract for Professional Services  
Resolution for B & B Sales and Service

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 16<sup>th</sup> day of April 2019, by and between the following parties:

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

2. B & B Sales and Service, 4411 Sunrise Drive, Casper, Wyoming 82604 ("Contractor").

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

### RECITALS

A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.

B. The project requires professional services for weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City on lots, streets, alleys, or other land as required by this Contract.

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

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

1. SCOPE OF SERVICES:

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

A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut and trim weeds and grass to a height as determined by the Community Development Director or her designee.

B. The Contractor shall, after cutting and trimming the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful

disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services of the Contractor shall commence on May 1, 2019, and terminate on April 30, 2020, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be \$ .004 per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be \$ 0.035 per square foot.
- C. Lots greater than 5,000 square feet shall be \$ 0.035 per square foot.
- D. Litter and trash removal shall be \$55.00 per cubic yard to remove, transport, and dispose of legally.

No charge shall be less than \$25.00.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

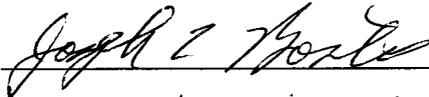
\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

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

WITNESS

CONTRACTOR – B & B Sales and Service

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

By: 

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

Printed Name: Joseph L Boster

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

Title: Owner

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision,

and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence.

If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and

approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create

such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO.19-58

A RESOLUTION AUTHORIZING A CONTRACT WITH B & B SALES AND SERVICE FOR WEED MOWING AND LITTER ABATEMENT.

WHEREAS, the City of Casper desires to contract with B & B Sales and Service for weed mowing and litter abatement, which shall commence on May 1, 2019 and terminate on April 30, 2020; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with B & B Sales and Service for weed mowing and litter abatement, in amounts not to exceed those set forth in the contract.

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

March 5, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tim Cortez, Parks and Recreation Director *TC*  
Randy Norvelle, Parks Manager  
SUBJECT: Lease Agreement with Boomtown Motocross for the Prickly Pear Motocross Facility

Meeting, Type & Date  
Regular Council Meeting  
April 16, 2019

Action Type  
Resolution

Recommendation:

That Council, by resolution, authorize a lease agreement with Boomtown Motocross, for operation of the Prickly Pear Motocross Facility.

Summary:

Boomtown Motocross operates the Motocross Facility in North Platte River Park. This facility was built in 1984 and has been operated by Boomtown Motocross for the majority of that time. The current lease expires on April 30, 2019.

Boomtown Motocross has been the only group to show interest in the motocross facility since it was built in 1984. The City of Casper recommends entering into a new four-year renewable lease with Boomtown Motocross for the operation of the facility. There have been no problems or issues with them during the past three years of their lease.

The annual lease payments required of the groups operating the City's recreational facilities have been standardized to \$100 up to \$500 a year depending on the level of support the group receives from the Parks Division and Building and Structures Division. Since Boomtown Motocross requires little help from the City to run the facility and their programs their annual fee is \$100.

The user groups are billed directly by Rocky Mountain Power and the City does not have to manage utility payments for the user groups. Staff recommends approval of the lease at the existing annual fee of \$100.

Financial Considerations

\$100 received annually through the lease term

Oversight/Project Responsibility

Randy Norvelle, Parks Manager

Attachments

Resolution  
Lease Agreement

## LEASE AGREEMENT

THIS LEASE, entered into this 16th day of April, 2019, between the City of Casper, Wyoming, a Municipal Corporation, referred to hereinafter as “Lessor,” and Boomtown Motocross hereinafter called the “Lessee”.

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

1. LEASED PREMISES

Lessor hereby agrees to lease, and Lessee hereby leases from Lessor, for the term hereinafter provided, and any renewals thereof, the following-described property, to-wit:

See legal Description Attached as Exhibit “A”

The “leased premises” are leased to Lessee “AS IS WITH ALL FAULT”, WITHOUT WARRANTY, EXPRESS OR IMPLIED. LESSEE AGREES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE, AND THE LESSOR DISCLAIMS ANY SUCH WARRANTY.

2. LEASE TERM

The term of this lease shall be for a period of one (1) year, commencing on the day of execution, to and including the 30<sup>th</sup> day of April, 2020. Lessee shall have the option to extend the lease for four (4) additional one (1) year terms under the same terms and conditions as herein set forth, by giving the Lessor at least sixty (60) days’ written notice of his intent to exercise each option prior to the end of the lease term or any extension thereof. A letter of request for renewal and an updated Certificate of Liability Insurance is required for the additional one (1) year renewals. It must be submitted along with lease payment at the time of renewal. The lease shall not be renewed until all requested documentation has been submitted. Lessor shall have the right, within thirty (30) days after receiving the notice from Lessee, to give Lessee written notice that the Lessor rejects such extension and in such event, this lease shall terminate at the end of the lease term, or any extension thereof, in which such notice was given.

3. RENT

The lease rental for said term shall be at the rate of One Hundred Dollars (\$100.00) per year, payable in advance, to Lessor (Parks & Recreation Department) at 200 North David Street, Casper, Wyoming. Rent shall be paid within thirty (30) calendar days upon receipt of invoice from the City of Casper.

4. CANCELLATION

The Lessor has the right to cancel this Lease for cause by giving not less than fifteen (15) days' written notice to the Lessee of such cancellation. Both parties agree that any breach of any term of this Lease Agreement shall constitute cause for cancellation.

5. USE

The Lessee shall use the premises for motocross and related activities. Such use shall be administered in a careful and proper manner and shall comply with and conform to all National, State, and Municipal laws, and all regulations relating to the possession, use, or maintenance of the property and related activities. The City Manager or his designee may grant exceptions to the intended use.

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 for the correction, prevention, and abatement of nuisances or other grievances in, upon, or connected with said premise during the term.

No racing events shall commence before 8:00 a.m. and all events shall cease at sundown.

6. ANNUAL OPERATIONS PLAN

The Lessee, within sixty (60) days of the execution of this Agreement, shall submit an Operations Plan to the City Manager or his designee. The plan shall specify days, and hours of operation for those days. The plan will pertain to the term of this lease and shall commence thirty (30) days after its submission. In the event the City Manager or his designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

7. RIGHT TO ENTRY

The Lessor reserves the right of ingress and egress to and from all areas of the leased property for the purpose of maintenance, public safety, and inspection purposes.

8. ADDITIONAL FACILITIES OR FIXTURES

Lessee, at its sole cost, risk, and expense, and subject to the conditions set forth herein, may construct either temporary and permanent facilities, or fixtures for its benefit and the benefit of participants and spectators. Such facilities or fixtures shall meet all applicable City, State, or Federal requirements, and such other requirements as may be prescribed by the Lessor.

The plans and specifications for any temporary or permanent facility, or fixture, shall be submitted for approval of the Lessor. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it

will remain in use. The City Manager or his designee shall, in addition, have authority to approve or disapprove of all facilities or fixtures placed upon the leased premises.

Lessee may, at termination of this lease, remove all equipment, facilities or fixtures that are of a temporary nature. Any permanent facility or fixtures shall be considered the property of the Lessor.

The Lessor reserves the right to make such improvements to the property as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein.

The design, construction, and maintenance of the racetrack and related features such as starting gates, pit areas, timing, scoring, and flagging stands, barriers, and similar features is solely the responsibility of the Lessee.

9. MAINTENANCE, ADVERTISING, AND UTILITIES

Lessee has the obligation to maintain the leased premises in good order and repair during the term of this Lease, commensurate with the operation of a motocross track in conformity with all applicable laws and codes, and as necessary to adequately protect spectators, guests, invitees, and participants, and shall at his sole cost and expense, make any repairs necessary to the leased premises for these purposes. Lessor shall, during the term of this lease of any renewals thereof, make repairs to electrical, water, irrigation, pump/well, lighting, general building, fencing, and general land area amenities and systems; in which each single-incident of repair exceeds Three Hundred Dollars (\$300.00) per occurrence. The Lessee shall be responsible for all minor maintenance and repairs to the premises and facilities, in the previously noted system and area amenity categories, in which each single incident of repair is less than Three Hundred Dollars (\$300.00) per occurrence and be responsible for making and paying for such repairs in a timely manner so as to not adversely effect major repairs of the safe and proper operation of the facility or site. Each party, except in the case of an emergency, shall inform the other, prior to the repairs required, of the location, time, nature, necessity, repair company, and quoted price of the repair(s) that are being made to the leased premises and facilities. The Lessor has not obligation to inspect the premises for needed maintenance and repair. The Lessee shall be liable to the Lessor for damages caused to the leased premises and to permanent facilities and fixtures as a result of Lessee's operations or failure to maintain.

Special care should be directed towards the control and repair of erosion on the site resulting from the activities associated with the operations. Erosion control shall be subject to the inspection and approval of the City Engineer. Failure to comply with required erosion control shall be considered a substantial breach of the contract and cause for cancellation.

It is the intent of the Lessor to insure that the facility is maintained so as to present as visually pleasing appearance as possible. Materials that are used on a temporary basis for the conduct of the operation shall be neatly arranged and generally removed from the sight of the casual observer.

Lessee shall be responsible for the removal and proper disposal of all litter and debris resulting from the conduct of the operation.

Lessor shall, at its own cost and expense, provide all utilities and services provided upon the leased premises, and shall pay for all charges as and when due.

10. INDEMNIFICATION AND INSURANCE

Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**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.

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

**Higher Limits**

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

**Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the City of Casper requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions:**

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

***Additional Insured Status***

The City, its officers, officials, employees, 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 Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance at least as broad as ISO Form CG 20 10.

***Primary Coverage***

For any claims related to this contract, the Lessee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Casper, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

***Waiver of Subrogation***

Lessee hereby grants to the City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee 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.

***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 acceptable to the City of Casper.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Lessee shall obtain coverage to reduce or eliminate such self-insured retentions as respects the City of Casper, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

***Verification of Coverage***

Lessee shall furnish the City of Casper with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. 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

Lessee'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.

***Waiver of Subrogation***

Lessee hereby grants to the City of Casper a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***Special Risks or Circumstances***

The City of Casper reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11. ENVIRONMENTAL COMPLIANCE

Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

Lessee shall comply with all reporting requirements of 42 U.S.C. 1101 *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 except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals 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. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

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

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

Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, volunteers, 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 limitations:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

12. EMPLOYEES OF LESSEE

Lessee shall not permit its employees to violate any of the terms and conditions of this Lease Agreement, nor to violate any law, rule, or regulation of the Lessor with respect to the leased premises or otherwise.

13. RULES AND REGULATIONS

Lessee agrees to abide by, and conform to, any and all applicable ordinances, codes, rules, and regulations of the Lessor.

14. NOTICES

All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties as follows:

Lessor: City Manager  
City of Casper  
200 North David  
Casper, Wyoming 82601

Lessee: Jason LeDoux  
Boomtown Motocross  
511 Durango Ct.  
Casper, Wyoming 82609

And such written notice or demand shall be considered served upon the other Party upon delivery to the other party in person, or, if mailed by certified mail, return receipt requested, at the date and time it is deposited in the United States Mails, postage prepaid.

15. TAXES AND ASSESSMENTS

Lessee agrees to pay to the Natrona County Treasurer on behalf of the Lessor any and all taxes and assessments which may be assessed against the property upon reasonable notice by the Lessor as to the amount due and owing.

16. LESSEE'S RIGHT OF INSPECTION

Lessee has fully inspected and acknowledges that the property is in good condition and repair, and that the Lessee is satisfied with and has accepted the property.

17. OPERATIONS

Lessee shall have the right to solicit offerings and contributions from spectators and charge admission for Lessee-sponsored events. The details of its plan for same shall be submitted by the Lessee as part of the Operations Plan and at such other times as may be convenient for the parties. All funds collected by the Lessee, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and continuing motocross operations for the general public including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the track and facilities. Lessee shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an annual financial report to the Lessor within thirty (30) days of the close of the lease term as part of the Operations Plan.

18. MISCELLANEOUS CONDITIONS

The Lessor further covenants that Lessee, upon complying with the terms and conditions of this Lease, shall have and hold and peacefully and quietly enjoy the leased premises during the term hereof.

Lessee agrees that it shall not discriminate against or toward any individual or group, and no membership in any organization is necessary to enable the general public or private or professional groups to use the property for its intended purpose upon the payment of such fees as are prescribed by Lessee, and provided they comply with Lessee's established rules and regulations, all of which shall have been specified in the Lessee's Operations Plan.

Lessee agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the demised premises, and shall allow no liens to be placed against the demised property.

Lessee shall take all necessary measures to abate noise levels that may violate applicable City Ordinance(s).

Lessee shall make all reasonable efforts to coordinate and cooperate in the conduct of activities and events with the Casper Speedway.

- 19. WYOMING GOVERNMENTAL CLAIMS ACT. The Lessor 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 Lessor specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

EXECUTED by the parties hereto on the day and year first above written.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

LESSOR:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

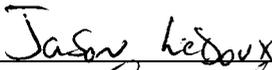
\_\_\_\_\_  
Charles Powell  
Mayor

WITNESSETH:

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

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

LESSEE:

  
\_\_\_\_\_

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

Title: President

Exhibit "A"

Legal Description

The Property covered by this lease is located at 2177 East Road which is within the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , and the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , Section 34, Township 34 N., Range 79 W., excepting therefrom a portion of the west 500.00 feet of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , Section 34, Township 34 N., Range 79 W., being more specifically described as:

Commencing at the northwest corner of Section 34, Township 34 N., Range 79 W., being the Point of Beginning; thence east a distance of 500.00 feet to the northeasterly corner of the property; thence south a distance of 1,095.00 feet, more or less, to the southeasterly corner of the property; thence west and south a distance of 364.00 feet, more or less, to a point representing the north end of the entrance gate; thence south a distance of 93.00 feet, more or less, to the southerly boundary of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 34, Township 34 N., Range 79 W.; thence west 160.00 feet, more or less, to a point along the section line common to Section 33 and Section 34, Township 34 N., Range 79 W.; thence north a distance of 1320.00 feet more or less, to the point of beginning and containing 13.90 acres, more or less.

The property covered by this lease within the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , and the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , Section 34, Township 34 N., Range 79 W., excepting therefrom a portion of the west 500.00 feet of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , Section 34, Township 34 N., Range 79 W., described herein, contains 66.10 acres, more or less.

RESOLUTION NO.19-59

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH  
BOOMTOWN MOTOCROSS FOR THE OPERATION OF THE  
PRICKLY PEAR MOTOCROSS FACILITY.

WHEREAS, the City of Casper desires to lease the Prickly Pear Motocross Facility,  
located in the North Platte Park for the purpose of conducting motocross racing and other suitable  
events; and,

WHEREAS, Boomtown Motocross is qualified, willing, and able to operate the  
motocross facility; and,

WHEREAS, Boomtown Motocross has agreed to the terms and conditions of a  
lease agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF  
THE CITY OF CASPER WYOMING: That the Mayor is hereby authorized and directed to  
execute, and the City Clerk to attest, a lease agreement between the City of Casper and Boomtown  
Motocross dba Casper Dirt Riders for the operation of the Prickly Pear Motocross Facility in the  
North Platte Park, under the terms and conditions more specifically delineated in the agreement.

PASSED, APPROVED, AND ADOPTED this 16th day of April, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

March 5, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tim Cortez, Parks & Recreation Director *TC*  
Randy Norvelle, Parks Manager  
SUBJECT: Lease Agreement with the Casper Shooters' Club for the Stuckenhoff Sports Shooters' Complex

Meeting, Type & Date:  
Regular Council Meeting  
April 16, 2019

Action Type:  
Resolution

Recommendation:

That Council, by resolution, authorize a lease agreement with the Casper Shooters' Club for operation of the Stuckenhoff Sports Shooters' Complex.

Summary:

The Casper Shooters' Club operates the Stuckenhoff Shooters' Complex. This facility was built in 1985, and has been operated by the Casper Shooters' Club for the majority of that time. The current lease expires on April 30, 2019.

The Casper Shooters' Club has been the only group to show interest in the Stuckenhoff Shooters' Range. The City of Casper recommends entering into a new four-year renewable lease with the Casper Shooters' Club for the operation of the facility. There have been no problems or issues with the Casper Shooters' Club during the past three years of their lease.

The annual lease payments required of the groups operating the City's recreational facilities have been standardized to \$100 or \$500 a year depending on the level of support the group receives from the Parks Division and Building and Grounds Section. Since the Casper Shooters' Club receives maintenance support from City staff to run the facility and their programs their annual fee is \$500. Staff recommends approval of the lease at the annual fee of \$500.

Financial Consideration:

\$500 received annually through the lease term

Oversight/Project Responsibility:

Randy Norvelle, Parks Manager

Attachments:

Resolution  
Lease Agreement

## LEASE AGREEMENT

THIS LEASE, entered into this 16th day of April, 2019, between the City of Casper, Wyoming, a Municipal Corporation, referred to hereinafter as “Lessor,” and the Casper Shooters Club, P.O. Box 1432, Casper, Wyoming 82602, hereinafter referred to as the “Lessee”.

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

### 1. LEASED PREMISES

The Lessor agrees to lease, and Lessee hereby leases from Lessor, for the term hereinafter provided, and any renewals thereof, the property known as the Stuckenhoff Sports Shooters’ Complex including the following-described parcels, to-wit:

Certain City-owned property located within the City of Casper, Wyoming, on a tract of land located approximately twenty (20) feet east of the east edge of Bryan Stock Trails roadway, and eighteen (18) feet north of the north edge of the Metro Road roadway, together with the right of ingress and egress to and from said property in the most direct route from either Bryan Stock Trail or Metro Road.

The “leased premises” are leased to Lessee “AS IS WITH ALL FAULT”, WITHOUT WARRANTY, EXPRESSED OR IMPLIED. LESSEE AGREES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE, AND THE LESSOR DISCLAIMS ANY SUCH WARRANTY.

### 2. LEASE TERM

The term of this lease shall be for a period of one (1) year, commencing on the day of execution, to and including the 30<sup>th</sup> day of April, 2020. Lessee shall have the option to extend the lease for four (4) additional one (1) year terms under the same terms and conditions as herein set forth, by giving the Lessor at least sixty (60) days written notice of his intent to exercise each option prior to the end of the lease term or any extension thereof. A letter of request for renewal and an updated Certificate of Liability Insurance is required for the additional one (1) year renewals. It must be submitted along with lease payment at the time of renewal. The lease shall not be renewed until all requested documentation has been submitted. Lessor shall have the right, within thirty (30) days after receiving the notice from Lessee, to give Lessee written notice that the Lessor rejects such extension and in such event, this lease shall terminate at the end of the lease term, or any extension thereof, in which such notice was given.

3. RENT

The lease rental for said term shall be at the rate of Five Hundred dollars (\$500.00) per year, payable in advance, to Lessor (Parks & Recreation Department) at 200 North David Street, Casper, Wyoming. Rent shall be paid within thirty (30) calendar days upon receipt of invoice from the City of Casper.

4. CANCELLATION

The Lessor has the right to cancel this lease for cause by giving not less than thirty (30) days written notice to the Lessee of such cancellation. Both parties agree that any breach of any term of this Lease Agreement shall constitute cause for cancellation.

Upon receipt of said notice, and, in the manner directed by the Lessor, Lessee shall remove the sign at the intersection of Bryan Stock Trail and Metro Road that is further described in paragraph 5 of this Agreement and each and every part thereof, and restore the premises to the same condition as before granting of this lease. If the sign, on any portion thereof, is not removed within thirty (30) days after receipt of said written notice provided above, then said sign or part thereof not so removed shall be considered abandoned and shall become the property of the Lessor. Upon the refusal of failure of Lessee to remove said sign, the Lessor or its designated representative may remove said sign and each and every part thereof, and restore the premises to the same condition as before the granting of this Lease. Lessee hereby agrees to promptly pay the Lessor the costs of said removal of the sign and each and every part thereof.

5. USE

The Lessee shall use the premises for shooting and related activities. Such use shall be administered in a careful and proper manner and shall comply with and conform to all National, State, and Municipal laws, and all regulations relating to the possession, use, or maintenance of the property, and related activities. The City Manager or his designee may grant exceptions to the intended use.

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 for the correction, prevention, or abatement of nuisances or other grievances in, upon, or connected with said premise during the term.

The Lessee may install and maintain one (1) double face sign that is no more than five (5) feet in overall height and eleven (11) feet in overall length. The construction and maintenance of the sign located at Bryan Stock Trail and Metro Road shall be prosecuted and completed in a good and workmanship like manner, in compliance with provisions of Chapter 17.96 of the Casper Zoning Ordinance, at the sole expense of the Lessee. The sign shall be maintained in a safe condition by Lessee. Such construction and maintenance of the sign shall not interfere with the use of said property by the City of Casper and shall not endanger the general public in the use of said property.

6. ANNUAL OPERATIONS PLAN

The Lessee, within sixty (60) days of the execution of this Lease Agreement, shall submit an Operations Plan to the City Manager or his designee. The plan shall specify days, and hours of operation for those days. The plan will pertain to the term of this lease and shall commence thirty (30) days after its submission. In the event the City Manager or his designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

7. PUBLIC SAFETY/LAW ENFORCEMENT TRAINING

Lessee shall make reasonable accommodations for scheduling and access to the shooting range facility to law enforcement agencies, including the Casper Police Department (CPD), and Wyoming Department of Game and Fish hunter safety classes in connection with their professional duties.

The CPD shall have sole and exclusive use of the CPD's pistol range. All requests to use the pistol range from non-departmental individuals or groups, shall be submitted to the CPD for approval prior to use.

The CPD will be authorized to use other shooting range or ranges, if agreed upon by other individuals or groups who are currently using that range or ranges.

Critical or mandatory training by the CPD will be scheduled in advance with Lessee, or designated individuals prior to use by the CPD officers.

Nothing in this provision will be construed as exempting the CPD of other law enforcement organizations from the general range safety rules; however, CPD range safety shall be subject to standard firearm safety rules as determined by internal CPD policy and enforcement.

8. USE OF BUILDING BY LOST ARROW ARCHERS

The City of Casper (Lessor) has entered into an agreement with the Lost Arrow Archers archery club for the non-exclusive use of the principal building or clubhouse at 233 North Station Road at the Stuckenhoff Shooters' Sport Complex for archery practice, training and competitions. Further, the Lost Arrow Archers have been granted permission to use the access gate, access road, parking lot and restroom facilities as needed to permit their enjoyment of the principle building or clubhouse. The Casper Shooters Club and the Lost Arrow Archers may enter into formal or informal agreements to address scheduling, fees, taxes, property assessments, payments and disbursements, maintenance and repairs, and capital improvements to the building and grounds used by both groups. Any such agreements shall be made in writing and a copy of said agreements shall be provided to the City (Lessor).

9. RIGHT TO ENTRY

The Lessor reserves the right of ingress and egress to and from all areas of the leased property, and across any of the lands herein leased for the purpose of maintenance, public safety, and inspection purposes provided it does not interfere with intended use.

If any such use shall, at any time, necessitate the change in the location or manner of use of the sign located at Bryan Stock Trail and Metro Road or any part thereof, such change or alteration shall be made by the Lessee within a reasonable time at the sole expense of said Lessee, upon the demand of the Mayor and City Council, and the City of Casper, its employees, agents, elected officials, appointed officials, or volunteers shall be liable to said Lessee on account thereof, or on account of any damage to said sign growing out of any use which the Lessor may make of said property.

10. ADDITIONAL FACILITIES OR FIXTURES

Lessee, at its sole cost, risk, and expense, and subject to the conditions set forth herein, may construct either temporary and permanent facilities, or fixtures for its benefit and the benefit of participants and spectators. Such facilities or fixtures shall meet all applicable City, State, or Federal requirements, and such other requirements as may be prescribed by the Lessor.

The plans and specifications for any temporary or permanent facility, or fixture, shall be submitted for approval of the Lessor. At the time of submission, the Lessee shall designate how the improvement will be paid for and whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The City Manager or his designee shall, in addition, have authority to approve or disapprove of all facilities or fixtures placed upon the leased premises.

Lessee may, at termination of this lease, remove all equipment, facilities or fixtures that are of a temporary nature, and have been constructed and funded by the Lessee, provided that the Lessee leaves the Lessor's property in the same of better condition than when the Lessee first took possession of the premises. Any permanent facilities or fixtures funded with public dollars, shall be considered the property of the Lessor.

The Lessor reserves the right to make such improvements to the property as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein.

Lessee agrees that is does not and shall not claim at any time any interest of estate of any kind or extent whatsoever in those premises subject to this lease Agreement by virtue of this lease, its occupancy, or use hereunder.

It shall be solely the responsibility of the Lessee to ensure that the design, construction, maintenance, and operation of the shooting range and associated fixtures are in compliance with applicable range safety standards.

11. MAINTENANCE, ADVERTISING, AND UTILITIES

Lessee has the obligation to maintain the leased premises in good order and repair during the term of this lease, commensurate with the operation of a shooter's facility in conformity with all applicable laws, codes, and as necessary to adequately protect spectators, guests, licensees, invitees, and participants.

Lessor shall, during the term of this lease or any renewals thereof, make repairs to electrical, plumbing, heating, cooling, ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, general building, fencing, and general land area amenities and systems; in which each single incident of repair exceeds Three Hundred Dollars (\$300.00) per occurrence. The Lessee shall be responsible for all minor maintenance and repairs to the premises and facilities, in the previously noted system and area amenity categories, in which each single incident of repair is less than Three Hundred Dollars (\$300.00) per occurrence, and shall be responsible for making and paying for such repairs in a timely manner so as to not adversely effect major repairs of the safe and proper operation of the facility or site. Each party, except in the case of an emergency, shall inform the other, prior to the repairs required, of the location, time, nature, necessity, repair company, and documented quoted price of the repair(s) that are being made to the leased premises and facilities. The Lessor has no obligation to inspect the premises for needed maintenance and repair.

It is the intent of the Lessor to insure that the facility is maintained so as to present as visually pleasing appearance as possible. Lessee shall be responsible for the removal and proper disposal of all litter and debris resulting from the conduct of the operation.

Materials that are used periodically on a temporary basis for the conduct of the operation shall be neatly arranged and generally removed from the sight of the casual observer.

The Lessee shall be liable to the Lessor for damages caused to the leased premises and to permanent facilities and fixtures as a result of Lessee's operations or failure to maintain.

Lessee shall secure the prior approval of the Lessor before displaying any type of advertising matter on the leased premises. Requests for approval and approval, if any, shall be in writing.

Lessor shall, at its own cost and expense, provide all utilities to the leased premises. The Lessee shall, at its own cost and expense, provide portable restrooms and all other utilities upon the leased premises, and shall pay for all charges as and when due.

12. INDEMNIFICATION AND INSURANCE

Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

## **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

### **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.

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

### **Higher Limits**

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

**Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the City of Casper requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### **Other Insurance Provisions:**

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

#### ***Additional Insured Status***

The City, its officers, officials, employees, 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 Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance at least as broad as ISO Form CG 20 10.

#### ***Primary Coverage***

For any claims related to this contract, the Lessee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Casper, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its

officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

***Waiver of Subrogation***

Lessee hereby grants to the City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee 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.

***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 acceptable to the City of Casper.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Lessee shall obtain coverage to reduce or eliminate such self-insured retentions as respects the City of Casper, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

***Verification of Coverage***

Lessee shall furnish the City of Casper with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. 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 Lessee'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.

***Waiver of Subrogation***

Lessee hereby grants to the City of Casper a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***Special Risks or Circumstances***

The City of Casper reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

13. ENVIRONMENTAL COMPLIANCE

Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

Lessee shall comply with all reporting requirements of 42 U.S.C. 1101 *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 except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals 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. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

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

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

Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, volunteers, 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 limitations:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

14. EMPLOYEES OF LESSEE

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

15. RULES AND REGULATIONS

Lessee agrees to abide by, and conform to, any and all applicable ordinances, codes, rules, and regulations of the Lessor.

Lessee shall enforce safety rules as set forth by Lessor and the National Rifle Association or other appropriate firearm range sanctioning body.

Range safety rules shall be enforced by officers of the Casper Shooters Club and designated Range Safety Officers (RSO). Lessee shall submit a copy of their range rules to the City of Casper Parks Division and Risk Management Division.

16. NOTICES

All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties as follows:

Lessor: City Manager  
City of Casper  
200 North David  
Casper, Wyoming 82601

Lessee: The Casper Shooters' Club  
P.O. Box 1432  
Casper, Wyoming 82602

17. TAXES AND ASSESSMENTS

Lessee agrees to pay to the Natrona County Treasurer on behalf of the Lessor any and all taxes and assessments which may be assessed against the property upon reasonable notice by the Lessor as to the amount due and owing.

18. LESSEE'S RIGHT OF INSPECTION

Lessee has fully inspected and acknowledges that the property is in good condition and repair, and that the Lessee is satisfied with and has accepted the property.

19. OPERATIONS

Lessee shall have the right to solicit offerings and contributions from spectators and charge admission for Lessee-sponsored events. The details of its plan for same shall be submitted by the Lessee as part of the Operations Plan and at such other times as may be convenient for the parties. All funds collected by the Lessee, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and continuing shooting operations including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the range and facilities. Lessee shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an annual financial report to the Lessor within thirty (30) days of the close of the lease term as part of the Operations Plan.

20. MISCELLANEOUS CONDITIONS

- A. Lessor further stipulates that Lessee, upon complying with the terms and conditions of this lease, shall have and hold and peacefully and quietly enjoy the leased premises during the term hereof.
- B. Lessee agrees that it shall not discriminate against or toward any individual or group, and no membership in any organization is necessary to enable the general public or private or professional groups to use the property for its intended purpose upon the payment of such fees as are prescribed by Lessee, and provided they comply with Lessee's established rules and regulations, all of which shall have been specified in the Lessee's Operations Plan.

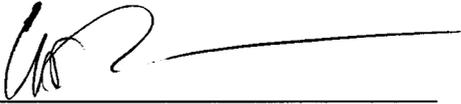
- C. No assignment of this Lease or any interest therein and no sublease for any purpose other than that herein described in paragraph 8, shall be made or granted by Lessee without the prior written consent of the Lessor. Any assignment or sublease in violation of this paragraph is void.
- D. Lessee agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the demised premises, and shall allow no liens to be placed against the demised property.
- E. Lessee reserves the right to restrict or limit usage by the public in the event of a registered competition or closed shoot schedule by a sponsored group or Lessee.

21. MISCELLANEOUS COVENANTS

- A. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Agreement or otherwise subcontract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- B. 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 waive of relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- C. Severability. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or other wise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were part of this Agreement.
- D. 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.
- E. 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 of completion of the Agreement.
- F. 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.

- G. 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. Lessee further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- H. 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 or competent jurisdiction situated in Natrona County, Wyoming.
22. WYOMING GOVERNMENTAL CLAIMS ACT. The Lessor 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 Lessor specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
23. COMPLETE AGREEMENT. This Agreement shall constitute the entire understanding and Agreement of the parties, and supersedes and prior negotiations, discussions or understandings.
24. AMENDMENT. No amendment of modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

APPROVED AS TO FORM:



ATTEST:

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

LESSOR:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

WITNESSETH:

LESSEE:  
THE CASPER SHOOTERS' CLUB

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

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

Title:

Title: *PRESIDENT*

Exhibit "A"

Legal Description

The property covered by this lease is located within Sections 25, 26 and 35, Township 34 North, Range 79 West of the 6<sup>th</sup> Principal Meridian, Natrona County, Wyoming and is more particularly described by metes and bounds as follows:

The Target Addition to the City of Casper, Natrona County, State of Wyoming.

And

Certain City-owned property located within the City of Casper, Wyoming, on a tract of land located approximately twenty (20) feet east of the east edge of Bryan Stock Trails roadway, and eighteen (18) feet north of the north edge of the Metro Road roadway, together with the right of ingress and egress to and from said property in the most direct route from either Bryan Stock Trail or Metro Road.

RESOLUTION NO.19-60

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE CASPER SHOOTERS' CLUB FOR THE OPERATION OF THE STUCKENHOFF SHOOTERS' COMPLEX.

WHEREAS, the City of Casper desires to lease the Stuckenhoff Sport Shooters' Complex for the purpose of shooting and other suitable activities; and,

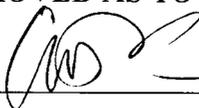
WHEREAS, the Casper Shooters' Club is qualified, willing, and able to operate the Stuckenhoff Sport Shooters' Complex; and,

WHEREAS, the Casper Shooters' Club has agreed to the terms and conditions of a lease agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease agreement between the City of Casper and the Casper Shooters' Club for the operation of the Stuckenhoff Sports Shooters' Complex, under the terms and conditions more specifically delineated in the agreement.

PASSED, APPROVED, AND ADOPTED this 16th day of April, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

March 15, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tim Cortez, Parks & Recreation Director *TC*  
Randy Norvelle, Parks Manager  
SUBJECT: Lease Agreement with Mike Sedar BMX Parents' Association for the operation of the Mike Sedar BMX Facility

Meeting, Type & Date:  
Regular Council Meeting  
April 16, 2019

Action Type:  
Resolution

Recommendation:

That Council, by resolution, authorize a lease agreement with the Mike Sedar BMX Parents' Association for operation of the Mike Sedar BMX Facility.

Summary:

The Parents' Association operates the BMX Facility in Mike Sedar Park. The facility was built by the Parents' Association in 1982 and has been operated by them since that time. The current lease expires on April 18, 2019.

The Parents' Association has been the only group to show interest in the BMX Facility. The City of Casper recommends entering into a new, four-year renewable lease with the BMX Parents' Association for the operation of the facility. There have been no problems or issues with the Parents' Association during the past three years of their lease.

The annual lease payments required of the groups operating the City's recreational facilities have been standardized to \$100 or \$500 a year, depending on the level of support the group receives from the Parks Division and Building and Structures Division. Since the Parents' Association requires little help from the City to run the facility and their programs, their annual fee is \$100. Staff recommends approval of the lease at the existing annual fee of \$100.

Financial Considerations:  
\$100 received annually through the lease term

Oversight/Project Responsibility:  
Randy Norvelle

Attachments:  
Resolution  
Lease Agreement

LEASE AGREEMENT

THIS LEASE, entered into this 16th day of April, 2019, between the City of Casper, Wyoming, a Municipal Corporation, referred to as "Lessor," and Mike Sedar BMX Parents' Association, 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, the following described property, to-wit:

Commencing at the southwest corner of Section 16, Township 33 N., Range 79 W.; thence north a distance of 14.50 feet to a point, being the southwesterly corner of Mike Sedar Park; thence east along the south boundary of Mike Sedar Park a distance of 97.00 feet, more or less, to the Point of Beginning, being the southwesterly corner of the property; thence north a distance of 342.00 feet, more or less, to a point, being the northwesterly corner of the property; thence east a distance of 270.00 feet, more or less, to a point, being the northeasterly corner of the property; thence south a distance of 86.00 feet, more or less, to a point; thence south and west a distance of 97.00 feet, more or less, to a point; thence south a distance of 223.00 feet to a point, being the southeasterly corner of the property; thence west a distance of 173.00 feet, more or less, to the Point of Beginning and containing 1.60 acres, more or less.

The "leased premises" are leased to Lessee "AS IS WITH ALL FAULT", WITHOUT WARRANTY, EXPRESSED OR IMPLIED. LESSEE AGREES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE, AND THE LESSOR DISCLAIMS ANY SUCH WARRANTY.

2. LEASE TERM:

The term of this lease shall be for a period of one (1) year, commencing on the day of execution, to and including the 30<sup>th</sup> day of April, 2020. Lessee shall have the option to extend the lease for four (4) additional one (1) year terms under the same terms and conditions as herein set forth, by giving the Lessor at least sixty (60) days' written notice of his intent to exercise each option prior to the end of the lease term or any extension thereof. A letter of request for renewal and an updated Certificate of Liability Insurance is required for the additional one (1) year renewals. It must be submitted along with lease payment at the time of renewal. The lease shall not be renewed until all requested documentation has been submitted. Lessor shall have the right, within thirty (30) days after receiving the notice from Lessee, to give Lessee written notice that

the Lessor rejects such extension and in such event, this lease shall terminate at the end of the lease term, or any extension thereof, in which such notice was given.

3. LEASE FEES:

The lease rental for said term shall be at the rate of One Hundred Dollars (\$100.00) in advance of each lease term. The rental payment is to be due upon the execution of this Lease, and on or before the start date of any renewal or extension thereof. The rental payment shall be payable to the, City of Casper (Parks & Recreation Department), known as the Lessor, located at 200 North David Street, Casper, Wyoming 82601.

4. CANCELLATION:

The Lessor has the right to cancel this Lease for cause or without cause by giving not less than thirty (30) days written notice to the Lessee of such cancellation. Both parties agree that any breach of any term of this Lease Agreement shall constitute cause for cancellation.

5. USE:

Lessee shall use the premises for the purpose of operating non-motorized bicycles only with these mutual covenants and agreements between the parties as follows:

1. In consideration thereof, the Mike Sedar BMX Parents' Association does hereby agree to make the said BMX track and associated facilities available to the general public for the purpose of non-motorized bicycle activities; and for any other public or civic use under proper rules and regulations established by said Club and approved by the City. If a conflict arises over the enforcement of said rules and regulations, final dispositions may be appealed to the City Manager.

2. The Lessee shall have the right to solicit offerings and contributions from spectators and to charge admissions for the Lessee sponsored events subject to the concurrence and approval of the City Manager as hereinafter provided for, at such times as the Lessee deems proper.

3. All funds collected by the Lessee by way of contributions or admission charges shall be used solely for community service projects undertaken by the lessee, and for the purpose of promoting, maintaining, and continuing non-motorized bicycling for the general public, including, but not limited to, defraying operating expenses, purchasing of equipment, and improvement of said track and facilities.

4. The Lessee shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an annual financial report to the City of Casper, following the close of each season, and at such other reasonable times as the City may request.

6. ANNUAL OPERATIONS PLAN:

The Lessee, within sixty (60) days of the execution of this Agreement, shall submit an Operations Plan to the City Manager or his designee. The plan shall specify days, and hours of operation for those days. The plan will pertain to the term of this lease and shall commence thirty (30) days after its submission. In the event the City Manager or his designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

7. RIGHT TO ENTRY:

The Lessor reserves the right of ingress and egress to and from all areas of the leased property, and across any of the lands herein leased for the purpose of maintenance, public safety, and inspection purposes provided it does not interfere with intended use.

8. ADDITIONAL FACILITIES OR FIXTURES:

Lessee, at its sole cost, risk, and expense, and subject to the conditions set forth herein, may construct both temporary and permanent facilities or fixtures for its benefit and the benefit of participants and spectators. Such facilities or fixtures shall meet all applicable City, State, or Federal requirements, and such other requirements as may be prescribed by the Lessor.

The plans and specifications for any proposed temporary or permanent facility, or fixture, shall be submitted for approval of the Lessor. At the time of submission, the Lessee shall designate how the improvement will be paid for and whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The City Manager or his designee shall, in addition, have authority to approve or disapprove of all facilities or fixtures placed upon the leased premises. Only those facilities or fixtures which are temporary in nature and have been constructed or funded by the Lessee may be removed by the lessee at the end of the lease period. Any permanent facility or fixtures shall be considered the property of the Lessor.

The Lessor reserves the right to make such improvements to the property as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein.

Lessee agrees that it does not and shall not claim at any time any interest of estate of any kind or extent whatsoever in those premises subject to this lease Agreement by virtue of this lease, its occupancy, or use hereunder.

Nothing in this section shall be taken to mean that Lessor will have any responsibility for the design, construction, or maintenance of the BMX track, starting area, and other related fixtures. Said track shall be designed, built, and maintained in compliance with the standards of the American Bicycle Association or other appropriate sanctioning body.

9. MAINTENANCE, ADVERTISING, AND UTILITIES:

Lessee has the obligation to maintain the leased premises in good order and repair during the term of this lease, commensurate with the operation of a BMX facility in conformity with all applicable laws, codes, and as necessary to adequately protect spectators, guests, licensees, invitees, and participants.

Lessor shall, during the term of this lease of any renewals thereof, make repairs to electrical, plumbing, heating, cooling, ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, general building, fencing, and general land area amenities and systems; in which each single incident of repair exceeds Two Hundred Fifty Dollars (\$200.00) per occurrence. The Lessee shall be responsible for all minor maintenance and repairs to the premises and facilities, in the previously noted system and area amenity categories, in which each single incident of repair is less than Two Hundred Fifty Dollars (\$200.00) per occurrence, and shall be responsible for making and paying for such repairs in a timely manner so as to not adversely effect major repairs of the safe and proper operation of the facility or site. Each party, except in the case of an emergency, shall inform the other, prior to the repairs required, of the location, time, nature, necessity, repair company, and documented quoted price of the repair(s) that are being made to the leased premises and facilities. The Lessor has no obligation to inspect the premises for needed maintenance and repair.

It is the intent of the Lessor to insure that the facility is maintained so as to present as visually pleasing appearance as possible. Lessee shall be responsible for the removal and proper disposal of all litter and debris resulting from the conduct of the operation.

Materials that are used periodically on a temporary basis for the conduct of the operation shall be neatly arranged and generally removed from the sight of the casual observer.

The Lessee shall be liable to the Lessor for damages caused to the leased premises and to permanent facilities and fixtures as a result of Lessee's operations or failure to maintain.

Lessee shall secure the prior approval of the Lessor before displaying any type of advertising matter on the leased premises. Requests for approval and approval, if any, shall be in writing.

Lessor shall, at its own cost and expense, provide all utilities to the leased premises. The Lessee shall, at its own cost and expense, provide portable restrooms and all other utilities upon the leased premises, and shall pay for all charges as and when due.

Lessee shall be solely responsible for the design, construction, and maintenance of the BMX racetrack and starting area and other related fixtures.

10. INDEMNIFICATION AND INSURANCE:

Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**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.

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

**Higher Limits**

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

**Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the City of Casper requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions:**

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

***Additional Insured Status***

The City, its officers, officials, employees, 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 Lessee including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance at least as broad as ISO Form CG 20 10.

***Primary Coverage***

For any claims related to this contract, the Lessee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Casper, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

***Waiver of Subrogation***

Lessee hereby grants to the City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee 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.

***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 acceptable to the City of Casper.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Lessee shall obtain coverage to reduce or eliminate such self-insured retentions as respects the City of Casper, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

***Verification of Coverage***

Lessee shall furnish the City of Casper with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. 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 Lessee'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.

***Waiver of Subrogation***

Lessee hereby grants to the City of Casper a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***Special Risks or Circumstances***

The City of Casper reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11. **ENVIRONMENTAL COMPLIANCE:**

Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

Lessee shall comply with all reporting requirements of 42 U.S.C. 1101 *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 except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals 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. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

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

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon

request, of all such investigations which had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, volunteers, 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 limitations:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

12. EMPLOYEES OF LESSEE:

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

13. RULES AND REGULATIONS:

Lessee agrees to abide by, and conform to, any and all applicable ordinances, codes, rules, and regulations of the Lessor. Lessee shall enforce safety rules as set forth by Lessor.

14. NOTICES:

All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties at their following stated addresses or such subsequent address as may be designated by either party in writing:

Lessor: City Manager  
City of Casper  
200 North David  
Casper, Wyoming 82601

Lessee: Chris Hoburka, President  
Mike Sedar BMX Parents' Association  
P.O. Box 1535  
Mills, Wyoming 82644

15. TAXES AND ASSESSMENTS:

Lessee agrees to pay to the Natrona County Treasurer on behalf of the Lessor any and all taxes and assessments which may be assessed against the property upon reasonable notice by the Lessor as to the amount due and owing.

16. LESSEE'S RIGHT OF INSPECTION:

Lessee has fully inspected and acknowledges that the property is in good condition and repair, and that the Lessee is satisfied with and has accepted the property.

17. OPERATIONS:

Lessee shall have the right to solicit offerings and contributions from spectators and charge admission for Lessee-sponsored events. The details of its plan for same shall be submitted by the Lessee as part of the Operations Plan and at such other times as may be convenient for the parties. All funds collected by the Lessee, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and continuing BMX racing operations for the general public including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the facilities. Lessee shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an annual financial report to the Lessor within thirty (30) days of the close of the lease term as part of the Operations Plan.

18. MISCELLANEOUS CONDITIONS:

- A. Lessor further stipulates that Lessee, upon complying with the terms and conditions of this lease, shall have and hold and peacefully and quietly enjoy the leased premises during the term hereof.
- B. Lessee agrees that it shall not discriminate against or toward any individual or group, and no membership in any organization is necessary to enable the general public or private or professional groups to use the property for its intended purpose upon the payment of such fees as are prescribed by Lessee, and provided they comply with

Lessee's established rules and regulations, all of which shall have been specified in the Lessee's Operations Plan.

- C. No assignment of this Lease or any interest therein and no sublease for any purpose other than that herein described in paragraph 8, shall be made or granted by Lessee without the prior written consent of the Lessor. Any assignment or sublease in violation of this paragraph is void.
- D. Lessee agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the demised premises, and shall allow no liens to be placed against the demised property.
- E. Lessee reserves the right to restrict or limit usage by the public in the event of a registered competition or closed shoot schedule by a sponsored group or Lessee.

19. MISCELLANEOUS COVENANTS:

- A. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Agreement or otherwise subcontract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- B. **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 waive of relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- C. **Severability.** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were part of this Agreement.
- D. **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.
- E. **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 of completion of the Agreement.

- F. 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.
- G. 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. Lessee further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- H. 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 or competent jurisdiction situated in Natrona County, Wyoming.

- 20. WYOMING GOVERNMENTAL CLAIMS ACT. The Lessor 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 Lessor specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- 21. COMPLETE AGREEMENT. This Agreement shall constitute the entire understanding and Agreement of the parties, and supersedes and prior negotiations, discussions or understandings.
- 22. AMENDMENT. No amendment of modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

APPROVED AS TO FORM:



ATTEST:

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

LESSOR:  
 CITY OF CASPER, WYOMING  
 A Municipal Corporation

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

WITNESSETH:

\_\_\_\_\_  
 Carolyn Garner, Admin Assist II  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

LESSEE:

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

RESOLUTION NO. 19-61

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH  
MIKE SEDAR BMX PARENTS' ASSOCIATION FOR THE  
OPERATION OF MIKE SEDAR BMX FACILITY.

WHEREAS, the City of Casper desires to lease the Mike Sedar BMX Facility for the purpose of conducting non-motorized bicycle racing and other suitable events; and,

WHEREAS, the Mike Sedar BMX Parents' Association is qualified, willing, and able to operate the BMX Facility at Mike Sedar Park; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease agreement between the City of Casper and the Mike Sedar BMX Parents' Association for the operation of the Mike Sedar BMX Facility in Mike Sedar Park, under the terms and conditions more specifically delineated in the agreement.

PASSED, APPROVED, AND ADOPTED this 16th day of April, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

April 11, 2019

MEMO TO: J. Carter Napier, City Manager *OWN*

FROM: Tracey L. Belser, Support Services Director *SUB*  
Zulima Lopez, Risk and Facilities Manager  
Brad Menzel, Buildings and Structures Supervisor

SUBJECT: Authorizing a Professional Services Agreement with Monson Janitorial Services, Inc., in an amount not to exceed \$381,447.00, for custodial maintenance services at City-owned buildings for five years.

Meeting Type & Date

Regular Council Meeting  
April 16, 2019

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Professional Services Agreement with Monson Janitorial Services, Inc., in an amount not to exceed three hundred eighty one thousand four hundred forty seven dollars (\$381,447.00), for custodial maintenance services in twelve (12) City-owned buildings, at five (5) different locations, over the next five (5) years.

Summary

The number of dedicated full time custodial staff employed by the City of Casper Buildings and Structures Division has decreased by fifty percent since 2015. In an effort to save money during the downturned economy, three (3) positions vacated due to retirements or resignations were eliminated. We currently employ three (3) full time custodial workers to provide cleaning services to the City campus, which includes City Hall, City Center, the Marathon building, and the Miller Dormitory. These employees are also responsible for custodial services at the Buildings and Structures facility across from City Hall. The demands of these five (5) buildings leave little time to provide services to other facilities owned and operated by the City.

The City currently has twelve (12) buildings at five (5) different locations throughout the community that require devoted custodial maintenance services. These locations are the Solid Waste Complex, Casper Central Service Center, the downtown parking structure restrooms, Hogadon Lodge (restrooms), and Fort Casper Museum. The City currently outsources custodial maintenance at the Casper Central Service Center, the parking structure, Solid Waste, and Hogadon restrooms to three (3) different providers. Custodial staff employed by the Buildings and Structures Division provides sporadic services to Fort Caspar Museum, but a majority of the

custodial work is currently performed by museum staff. Due to vendor and City staffing availability, cleaning frequencies at facilities are currently below effective levels. In order to improve the professional appearance of city buildings, as well as to better preserve and extend the life of facility interiors, more frequent and thorough cleaning is required.

Management of outsourced custodial work has historically been decentralized, with facility managers individually seeking out, coordinating, and paying vendors. In an effort to centralize and standardize the provision of custodial maintenance services at City facilities, the Buildings and Structures Division advertised a Request for Proposals for custodial maintenance services late last year. The due date for the proposals was December 28, 2018. Three (3) proposals were received from local custodial service providers. All three (3) providers were interviewed in mid-February. Monson Janitorial Services, Inc. was unanimously selected by the interview panel based on cost, experience, references, service approach, and quality control plan.

The agreement with Monson Janitorial Services establishes maximum yearly pricing at each location for the next five (5) years. The average annual cost of the contract is just under \$77,000. The contract requires background screening of all employees and emphasizes safety and security of City facilities. Monson Janitorial Service will be staffed to guarantee services will be provided regardless of employee absences. The agreement also outlines minimum quality standards for work and for contractor-provided cleaning equipment, supplies, and products.

Centralized contracting of custodial maintenance through Monson Janitorial Services, Inc. is a less expensive option than having to hire a minimum of two (2) more full time custodial employees, which would be needed to provide equivalent cleaning services for all twelve (12) City-owned buildings. Additionally, Monson Janitorial Services will be responsible for providing their own equipment and cleaning supplies necessary to carry out the work specified in the contract. This reduces the City's expenses in custodial supplies and capital equipment by approximately three thousand dollars (\$3,000) annually. The chart below demonstrates the annual savings realized by the City by contracting for custodial maintenance over the next five years.

Contract Year	Two (2) Additional City Employees Annual Costs (with benefits)	City Custodial Supply Costs	City Total Annual Cost	Contract Annual Cost	City Annual Savings
Year 1	\$ 104,190	\$ 3,000	\$ 107,190	\$ 73,834	\$ 33,356
Year 2	\$ 107,552	\$ 3,000	\$ 110,552	\$ 75,311	\$ 35,241
Year 3	\$ 111,112	\$ 3,000	\$ 114,112	\$ 76,817	\$ 37,295
Year 4	\$ 114,722	\$ 3,000	\$ 117,722	\$ 78,354	\$ 39,368
Year 5	\$ 118,766	\$ 3,000	\$ 121,766	\$ 79,921	\$ 41,845

Financial Considerations

Costs for annual custodial services have and will be budgeted each year in the amounts defined in the contract from the Buildings and Structures Fund.

Oversight/Project Responsibility

The implementation and oversight of this contract will be completed by Zulima Lopez, Risk and Facilities Manager, and Brad Menzel, Buildings and Structures Supervisor. Individual facility managers will be involved in scheduling, monitoring quality of services, and reporting complaints.

Attachments

Contract

Resolution

**CONTRACT FOR PROFESSIONAL SERVICES**

**PART I - AGREEMENT**

This Contract for Professional Services ("Contract") is entered into on this 16<sup>th</sup> day of April, 2019, by and between the following parties:

- 1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
- 2. Monson Janitorial Services, Inc., 800 Werner Court, Suite 323, Casper, Wyoming, 82601 ("Contractor").

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

**RECITALS**

- A. The City is undertaking a project to provide comprehensive custodial maintenance services to for five (5) City of Casper owned and operated facilities.
- B. The project requires professional services for the provision of custodial maintenance.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. **SCOPE OF SERVICES:**

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

**A. Locations and Service Frequency:**

- 1. The Contractor shall provide all personnel, equipment, tools, cleaning supplies, supervision, and other items and services required to perform the services as described in this Agreement for the following locations:

Location	Facility Manager	No. of Buildings	Square Footage*
Solid Waste Complex	Cynthia Langston	6	17,100

<b>Location</b>	<b>Facility Manager</b>	<b>No. of Buildings</b>	<b>Square Footage*</b>
Central Service Center & Traffic Shop	Dan Coryell	2	17,800
Parking Structure Restrooms	Brad Menzel	1	400
Hogadon Lodge Restrooms	Chris Smith	1	900
Fort Caspar Museum	Richard Young	2	6,200

\*All square footages provided are approximate and must be confirmed by the Contractor.

2. Appendices A-E detail the tasks and frequency of tasks for each location covered under this Contract. The Parties may, upon mutual agreement in writing between Monson Janitorial Services, Inc. and the City Manager or his/her designee, adjust the frequency of custodial maintenance services at various locations, and amend compensation accordingly, without written amendments to this Contract. Locations may be added or removed from the Contract only by written amendment to this Contract. Additional services not covered under the scope of this Contract may be requested by the City and provided by the Contractor. Billing and payment for additional services shall be separate and independent from this Contract.

**B. Personnel:**

1. General: Contractor shall provide all personnel required to perform the services described in this Contract, meeting the minimum quality and frequency required by the Contract, to include trained personnel to cover employee time off in case of illness, vacations, emergencies, etc. The City shall not be charged for any service not provided by Contractor due to unavailability of staff for any reason whatsoever.
2. Personnel Qualifications: Personnel employed by the Contractor shall be of legal age to perform the work in compliance with federal laws. Personnel must also be legally eligible to work in the U.S. and have complied with immigration laws verified by the completion of Form I-9. Contractor personnel shall be competent, trustworthy, and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City of Casper, as directed, and full cooperation is required at all times. When, in the opinion of the City, an employee does not constitute a satisfactory security risk or is otherwise objectionable due to actions or inactions that can be clearly articulated, his/her employment for this work will be denied.
3. Personnel Changes: Contractor shall notify the Risk and Facilities Manager in writing within one business day of all changes of personnel assigned to City facilities by submitting full name and any aliases of the employee, home address,

telephone number, facility he/she was assigned to, and effective date of employment or termination. Employees terminated by the Contractor shall be reported the same day to the City's Risk and Facilities Manager, unless it is after hours, then the next business morning shall be acceptable.

4. Background Checks: The Contractor's employees who will work in buildings owned by the City of Casper are required to be cleared through a City-approved background screening process prior to employment. The cost of the background check will be the responsibility of the Contractor. Contractor shall provide the City of Casper with the background screening approval criteria utilized in determining employment eligibility. Contractor shall obtain prior written approval from the City of Casper prior to changing the approved background screening criteria for employees who will work in City of Casper facilities.
5. Drug/Alcohol/Weapon Free Workplace: The City of Casper is a drug and alcohol free workplace. Additionally, guns, knives, and other weapons are prohibited from City facilities. Contractor shall not allow any person(s) under the influence of alcohol or drugs or in possession of drugs, alcohol, or weapons on City premises.
6. Identification and Uniforms: All Contractor personnel shall wear uniforms or standardized clothing at all times during the performance of this work. The uniform/clothing must have, at a minimum, a name badge with his/her first name and the Contractor's name and/or logo on it. Uniforms/clothing shall consist of a shirt and full length pants. Uniforms/clothing shall be clean and neat in appearance. Closed toed shoes shall be worn.
7. Subcontracting: No portion of the work covered by this Contract can be subcontracted or assigned without prior written approval of the City. Requests to subcontract all or any portion of the services required will be submitted to the City's Risk and Facilities Manager, or his or her designee, at least thirty (30) days in advance of the proposed effective date of the subcontract. Contractor shall include in the written request a detailed description of how the Contractor plans to oversee the services performed. Subcontractors are subject to all of the same requirements as the Contractor.
8. Nondiscrimination: The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion, or other protected classes.
9. Unauthorized Personnel: Employees of the Contractor shall not be assisted nor

accompanied by any individual that is not an employee of the Contractor while performing custodial services for the City of Casper. This includes friends, children and/or other relatives.

**C. Equipment/Materials and Supplies:**

1. Equipment: The City of Casper shall provide a limited selection of basic equipment necessary to provide custodial services. An inventory list of City-owned equipment is attached as Appendix F. The Contractor shall notify the City if City-owned equipment is damaged or worn and in need of disposal and replacement. The City will not repair or purchase new or replacement equipment for work under this Contract. The Contractor shall furnish and maintain all equipment necessary for properly maintaining the City buildings including, but not limited to, carpet cleaners, floor strippers, mops, brooms, buffers, ladders, hoses, vacuum cleaners, etc. All mobile equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, and building surfaces. The City of Casper reserves the right to inspect equipment used to perform work at City facilities. Any Contractor-owned equipment determined to be in poor condition must be replaced immediately, at the Contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this work is a material reason to terminate the Contract. The City will not be responsible in any way for the Contractor's equipment that is damaged or lost by fire, theft, accident, or other conditions or circumstances.
2. Equipment Inventory List: A Contractor equipment inventory list, identifying all equipment by age, condition, and intended use in the provision of the required services is attached as Appendix G.
3. Cleaning Materials and Supplies: All cleaning materials, supplies, and tools used in the performance of this work shall be of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness required under this Contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The City shall have the right to prohibit the use of any process, material, supply, or tool which may damage City property or which may be a risk to employees, the public, or others using City facilities. The City will not be responsible for the Contractors materials and supplies that are damaged or lost by fire, theft, accident, or other conditions or circumstances.

4. Chemicals: The Contractor shall provide all necessary cleaning chemicals, which shall be used in accordance with all federal, state, and local laws, comply with Safety Data Sheet (SDS) standards, and be used in conjunction with all necessary safety equipment. All cleaning products shall be utilized per the manufacturer's recommendations. City property shall not be damaged by cleaning chemicals utilized by the Contractor. Any damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. The City prefers the use of "green" or non-hazardous/biodegradable cleaning products in all of its buildings where possible.
  5. City Provided Products: The City of Casper shall provide, at its expense, all utilities including lights, power, and water necessary to perform all work. The City, or its contracted third party vendor, will also supply all trash liners, light bulbs, toilet paper, paper towels, toilet seat covers, sanitary napkins, disposable bags, hand soap, and urinal screens. All supplies remain the property of the City and may only be used at the specified site. The Contractor will be required to sign out for City provided products and usage of such items will be closely monitored by Facility Managers. Any unauthorized usage of City provided items by the Contractor is a material reason for termination of this Agreement. The Contractor shall notify the City, in writing, at least one (1) week in advance of depletion of stock, where restocking of City provided products is needed.
  6. Custodial Closets: Custodial closets located in City facilities will be assigned to the Contractor for storing supplies. The closets used by Contractor shall be kept clean and free of debris and odor at all times. All supplies and equipment stored in any City custodial closet shall be stored in a neat and orderly manner and in such a way as to prevent injury to City staff, the public, or Contractor's employees.
- D. **Safety**: Contractor shall comply with all OSHA and other local, state, and federal requirements for employee safety.
1. Safety Signs: The Contractor shall be responsible for posting temporary safety signs when cleaning operations may result in a setting of risk. (Example: wet floors or ladders in use).
  2. Cleaning Products/Chemicals: The Contractor shall be responsible for the proper recordkeeping, storage, and labeling of all cleaning products/chemicals in compliance with the OSHA Hazard Communication Standard 29 CFR 1910.1200 and the National Fire Code. This includes providing Safety Data Sheets (SDS) and labeling the contents of all secondary type plastic bottles and containers in

compliance with the Standard. Up to date copies of Safety Data Sheets must be kept on site and available on cleaning carts and/or in custodial closets, for all chemicals stored and used within each service area no later than the first day of work under an awarded contract. At no time shall products, supplies, or equipment be stored in a mechanical room alongside of HVAC units or hot water heaters.

3. Electrical Safety: All electrical equipment used by the Contractor shall meet all OSHA safety requirements and be UL approved. The equipment must operate using existing building circuits.
4. Facility Hazards: Conditions that may be questionable or deemed hazardous (i.e., such as burned out lights, loose railings, ceiling tiles, exposed wiring, broken windows, etc.) must be reported immediately by written notification (email or text is acceptable) to the Risk and Facilities Manager or the Buildings and Structures Supervisor as well as the specific Facility Manager. The report must also include the date and time of observation.

**E. Security and Key/Access Card Control:**

1. Facility Access: Contractor's personnel shall not be allowed in City facilities outside of normal business hours unless they are performing work for the Contractor as specified herein.
2. Door Security: Keys shall not be left in door locks. The Contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the Facility Manager or his/her designee. All work spaces shall be locked and the lights turned off when cleaning in each area has been completed. All exit doors are to remain closed while the Contractor is in the space. The Contractor is not to block open occupant or exterior doors for any reason. Close and lock all exterior windows.
3. Reporting: Contractor's personnel shall immediately report to their supervisor and City personnel any problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and any building system failures. Contractor's employees shall immediately report to emergency personnel situations such as fire, smoke, unusual odors, broken pipes or floods, etc.
4. Keys/Access Cards: The City shall provide the Contractor with two (2) sets of keys and/or access cards for each facility covered under this Contract. No keys issued to the Contractor shall be duplicated by the Contractor.

5. Lost Keys/Access Cards: The Contractor shall report the loss of keys/access cards to the City within 24 hours. In the event any keys/access cards are lost, the Contractor will be assessed a one hundred dollar (\$100.00) reduction from their monthly invoice. The City may also, at its option, replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the City, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment of the Contractor.
6. Key/Access Card Audit: The Contractor may be required to physically present all keys and cards to a City representative on a monthly basis, or as requested.

**F. City Property and Personal Property of City or Contractor Personnel:** The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets.

1. Telephones: Telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to punch in/check in to the Contractor's automated time and attendance system, to report need of emergency medical aid, fire, or need of law enforcement, (use '9-911') and in notification to the Casper Police Department or Facility Manager of property damage, as required in this Contract.
2. Lost and Found Property: It is the responsibility of the Contractor to ensure that all items of possible personal property or money found by the Contractor's employees are turned in to the Risk and Facilities Manager, the Buildings and Structures Supervisor, or the specific Facility Manager within one (1) working day from the day it is found, identifying the specific location within the building where it was found.
3. Protection & Restoration: The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to the original in all aspects.
4. Energy Conservation: Contractor shall utilize methods which will maximize energy conservation. Where the Contractor has determined it is safe and appropriate to do

so, this should include turning on light fixtures only in the area where work is in progress, and turning off all lights when work is completed.

5. Removal of Items: The Contractor's employees shall not remove any City-owned items from the job sites except that which has been specifically authorized by the City of Casper in writing.
6. Contractor Personal Property: The City of Casper will not be responsible for the personal belongings of the Contractor's personnel that is damaged or lost by fire, theft, accident, or other conditions or circumstances.

**G. Description of Service:** The Contractor is responsible for the cleanliness and sanitation of the building(s) in such a manner that the location provides a clean, healthy, and safe work environment for occupants and visitors of City-owned facilities. Throughout this document, "restroom" and "bathroom" are used interchangeably. Contractor shall perform the task descriptions that follow, which are the minimum acceptable cleaning performance standards:

1. Carpet/Rug Cleaning: All carpets/rugs shall be clean, free of spots, gum, crusted material, spillages, and removable stains. There shall be no evidence of "fuzzing" caused by harsh rubbing or brushing of carpet. Carpet cleaning shall be by hot water extraction at a temperature that will kill and eliminate bacteria. Hot water extraction by truck-mount is the preferred method.
2. Carpet Spot Cleaning: Buildup, spillage or crusted material shall have been removed along with spots, smears and stains. There shall be no evidence of "fuzzing" caused by harsh rubbing or brushing of carpet. Spot cleaned areas shall blend with adjacent areas.
3. Carpet Cleaning by Thorough Vacuuming: Carpets shall be clean and free from dust balls, dirt and other debris; nap on carpet shall lie in one direction upon completion of the vacuuming task. Note: Prior to vacuuming area, move and vacuum under all easily movable objects (chairs, waste receptacles, small furniture and/or office equipment, boxes, etc.). Replace all items moved. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, broom all edges not reached by vacuum. Straight suction vacuuming is not acceptable. The City requires that a motor driven Commercial grade vacuum with HEPA filtered exhaust or equipment that meet these standards is used exclusively in all carpeted areas. Empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off and remove to a dumpster. As part of the vacuuming process, carpet spot cleaning is required on an ongoing basis.
4. Remove Carpet Runners/floor rugs (as applicable): Carpet runners/floor rugs must be removed from the floor to allow for proper cleaning, as needed. Remove excess water from rugs with approved wet pick up vacuum before carpet rugs are removed.

5. Replace Carpet Runners/floor rugs (as applicable): After floor has been properly cleaned and is completely dry, replace cleaned and dried, carpet runners/floor rugs in their original locations.
6. Dust Mopping: Thoroughly dust mops all non-carpeted areas. Move and dust mop under all easily movable objects (floor rugs, chairs, waste receptacles, small furniture and/or office equipment, boxes, etc.). Return all items moved. Dust mops must be treated with a water based dust control chemical. Place dust and dirt into plastic trash bag, tie off and remove to dumpster.
7. Sweeping: Floors shall be clean and free of trash and foreign matter. No dirt or dust shall be left in corners, under furniture or office equipment, or behind doors.
8. Damp Mopping: Thoroughly damp mops all non-carpeted areas. Move and damp mop under all easily movable objects (floor rugs, chairs, waste receptacles, small furniture and/or office equipment, boxes, etc.). Return all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Appropriate chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free.
9. Wet Mopping: The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. Upon completion of the wet mopping, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces must be dry and corners and cracks clean after the wet mopping. Floor rugs, chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must not be splashed, disfigured or damaged during these operations, but rather, left in a clean condition.
10. Power Scrubbing: The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. Utilize appropriate type and amount of cleaning solution for the floor type, per the manufacturer recommendations. Care must be taken to keep the machine moving to prevent damage to the floor. Baseboards, walls, furniture and equipment must not be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
11. Spray Buffing/Burnishing: Floor must be properly prepared before spray buffing by removing carpet runners, dust mopping, and damp mopping hard floor areas.

Begin spray buffing by lightly spraying area just to the left or right of approved floor machine (buffer) with approved spray buffing chemical, at approved dilution. Buffing pad must be appropriate for the surface and will depend on type of finish used. Rotary floor machine (buffer) will be worked back and forth over area lightly sprayed until floor has a high, streak free luster. Then proceed to the next area, until scheduled area is completed. Great care must be taken to avoid using "loaded" pad (pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often. Great care must also be taken not to allow floor machine (buffer) to run in one spot for too long to avoid burning the floor. Floor shall be dust mopped after scheduled spray buffing is completed. Return carpet runners to original position after cleaning.

12. Stripping and Resurfacing: Close and properly mark area "closed" with approved signage. Remove all movable objects from area.
  - a. Apply approved stripping solution at approved dilutions to area to be stripped. Allow solution to stand according to approved manufacturer's recommendations. Do not allow solution to dry out or stand too long. Any finish or dirt must also be removed from walls, doors, baseboards, etc. at this time.
  - b. Thoroughly agitate all floor area to remove all old finish with appropriate strip pad.
  - c. Use wet vacuum to pick up old finish and stripper.
  - d. Thoroughly mop rinse areas with a clean cotton mop and clean water. Thoroughly rinse all walls, doors, baseboards, etc.
  - e. Thoroughly mop rinse areas a second time with a clean cotton mop and clean water with an appropriate neutralizer/conditioner chemical at proper dilution. Thoroughly rinse walls, doors, etc.
  - f. Allow the floor to air dry.
  - g. If any old finish remains, repeat "a" through "f".
  - h. Continue "a" through "g" until scheduled area is properly stripped and rinsed.
  - i. Apply thin coat of appropriate sealer with appropriate clean nylon or rayon mop head or other clean applicator. Stripping solution, finish, and sealer must not be slopped on walls, doors, etc. Allow sealer to thoroughly dry.
  - j. Apply second coat of sealer as described in "i" above. Allow sealer to thoroughly dry.
  - k. Apply top coating and second coat of appropriate floor finish.
  
13. Waxing and Buffing: Apply wax in a thin, even coat and machine buff with a high-speed buffer immediately after drying. The number of coats applied will depend on the type and condition of the floor. All waxed surfaces must be maintained to provide safe ANTI-SLIP walking conditions. Floor rugs, chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and returned

to original positions upon completion. Baseboards, walls, furniture and equipment must not be splashed, disfigured or damaged during these operations, but rather left in a clean condition.

14. Damp Wiping: Use a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then dry to provide a polished appearance. The wetting solution must contain an appropriate cleaning agent. When damp wiping in toilet areas, use a multi-purpose disinfectant and deodorizer.
15. Empty Waste Receptacles: Empty all containers that are provided for the disposal of waste (i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes, etc.) into plastic bags, tie off and remove to dumpster. Dispose of items in waste containers only unless other containers, such as boxes, are clearly marked for disposal. Liners must be used in all waste receptacles. Liners for office waste receptacles should be re-used where only paper products were disposed of, but must be changed where food or liquid waste is present, and no less than once per month. Waste containers in restrooms, break rooms, lunchrooms and conference rooms must be inspected daily and changed as needed.
16. Restroom Cleaning: When restroom cleaning is performed during normal business hours, an approved sign must be placed at the entrance warning tenants that the restroom is closed. A schedule for closing restrooms must be established with the Facility Manager in advance.
  - a. Fill Dispensers (Restroom Cleaning): Dispensers of all types must be checked daily and filled when necessary (soap, toilet tissue, paper towels, sanitary napkin, etc.).
  - b. Dusting (Restroom Cleaning): Completely dust all fixtures, ledges, edges, shelves, exposed pipes, partitions, door frames, tops of file cabinets, etc. Pay particular attention to the tops of these items. An approved dust cloth or dusting tool, treated with water based dust control chemical, must be used.
  - c. Disinfect (Restroom Cleaning): Clean and disinfect waste receptacles and dispensers inside and outside. Use proper chemicals for surface to be cleaned at proper dilution. After an item has been cleaned completely, wipe item with appropriate disinfectant solution and allow to air dry.
  - d. Clean and Disinfect Sinks (Restroom Cleaning): Thoroughly clean all sinks, including bottom, faucets, and spigots, with appropriate cleanser. Rinse thoroughly as all cleanser residues must be removed. Then wipe each item with appropriate disinfectant solution and allow to air dry.
  - e. Clean Glass and Mirrors (Restroom Cleaning): Thoroughly clean all glass and mirrors using an alcohol based glass cleaner. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelves are also cleaned and dried as well as the glass surface. A squeegee may be used as needed.

- f. Clean and Disinfect Toilets and Urinals (Restroom Cleaning): Thoroughly clean toilets, toilet seats, and urinals with an appropriate acid free bowl cleaner, and rinse thoroughly. Acid cleaner may not be used more than once per month and should be used on the interior of toilet or urinal only. Great care must be taken to avoid any chrome when acid cleaner is used. Wipe each toilet, toilet seat and urinal completely with approved disinfectant solution. Buff-dry to a streak, smear and smudge free shine. Leave seats in a raised position.
  - g. Clean and Disinfect Walls, Doors, Partitions and Handrails (Restroom Cleaning): Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails with appropriate chemicals at proper dilution. Rinse thoroughly as needed, then wipe all areas with appropriate disinfectant solution and allow to air dry.
  - h. Damp Mop Disinfectant (Restroom Cleaning): Thoroughly damp mop all non-carpeted areas. Move and damp mop under all easily movable objects (floor rugs, chairs, waste receptacles, small furniture and/or office equipment, boxes, etc.). Replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). The mop head must be only damp. No excess water may be left behind. Appropriate chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free. Thoroughly damp mop floor with appropriate disinfectant solution. Allow to air dry.
  - i. All disinfectant solutions must be changed after each restroom cleaning. The disinfectant solution used for the damp mopping process is to be emptied down the floor drain in each restroom.
17. Clean and Disinfect Showers, Shower Walls and Stalls (Restroom/Locker Room where applicable): Thoroughly clean all showers, including bottom, faucets, and spigots, with appropriate cleanser. Thoroughly clean all walls, floors, (including plug covers), doors (including entrance doors inside and outside), partitions and handrails with appropriate chemicals at proper dilution. Rinse thoroughly as needed, then wipe all areas with appropriate disinfectant solution and allow to air dry.
18. Clean/Disinfect Water Fountains and Stainless Steel Dispensers: Thoroughly clean entire exterior surface of water fountains and stainless steel dispensers with appropriate cleanser. The grain of the stainless steel must be followed at all times. Rinse thoroughly as all cleanser must be removed. Wipe all exterior surfaces with appropriate disinfectant solution and wipe dry utilizing a clean, soft cloth.
19. Clean Kitchen Appliances: Thoroughly clean entire exterior surface of kitchen appliances with appropriate cleanser. Wipe all appliance exterior surfaces, as well as interior surfaces of appliances such as refrigerators and microwaves, with

appropriate disinfectant solution and wipe dry utilizing a clean, soft cloth. Thoroughly scrub coffee pots to remove stains.

20. Carpet Cleaning by Hot Water Extraction: Perform vacuuming and carpet cleaning by extraction method with commercial grade equipment only (preferably truck mounted equipment). Prior to carpet cleaning, all carpeting must be thoroughly cleaned as follows:
  - a. All movable items must be removed from area(s) to be cleaned (i.e. chairs, waste receptacles, small furniture and/or office equipment, boxes, plants, all temporary floor coverings, etc.) and the area thoroughly vacuumed.
  - b. Thoroughly spray the next area to be cleaned with appropriate pre-treatments or carpets lane cleaner used at proper dilution. Spray must be applied so that fibers remain damp until cleaned. Chemical should be left to work for 10-15 minutes or per product manufacturer's recommendation.
  - c. Thoroughly extract all properly pretreated carpeted areas. Agitation is necessary, using an appropriate motor driven brush. A minimum of three cleaning and two vacuuming passes must be used. Appropriate equipment and chemicals, at proper dilutions, must be used.
  - d. All stains must be removed during the extraction process. Completely remove stain removal chemicals from carpet fiber.
  - e. Spray all thoroughly cleaned carpet with appropriate carpet fiber protector at proper dilution. Application must be made with a sprayer. Carpet track off mats and runners provided by a third party laundry service are exempt from this process.
  - f. Replace all items removed for cleaning. Items that have metal of any type that come in contact with carpeting must be wood blocked or tabbed to keep the metal off the carpet fiber until thoroughly dry. All blocks or tabs shall be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry. This could take more than one day.
21. Wall Spot Cleaning: Thoroughly clean all spots, smudges, stains, etc. from walls, partitions and modular partitions using appropriate chemicals at proper dilutions. Wipe dry with clean soft cloth. Also, thoroughly clean all interior glass with alcohol based glass cleaner and wipe dry with clean dry cloth. All surfaces must be dirt and streak free.
22. Dusting: There shall be no obvious dust streaks. Corners, crevices, molding and ledges (including heating) shall be free of all obvious dust. There shall be no oils, spots or smudges on desk or dusted surfaces. Thoroughly dust all vertical and horizontal surfaces in all cleanable areas with appropriate dust cloth or tool treated with an appropriate water based dust control chemical, up to and including HVAC vents, air bars, and grills, lighting devices, window blinds, etc. Do not move dusting residue from spot to spot, but remove directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.

- a. Leave no dust streaks.
  - b. Leave corners, crevices, molding and ledges free of dust and cobwebs.
  - c. Leave no oil spots or smudges on dusted surfaces caused by dusting tools.
23. Light Fixtures: Clean all light fixtures and covers so that after cleaning, light fixtures and covers shall be free of bugs, dirt, dust, grease, or other foreign matter. Unless otherwise directed by Facility manager, replace burned out light bulbs in all areas where the ceiling height is ten (10) feet or below, including offices, restrooms, break rooms/kitchens, bathrooms, corridors, etc. Replacement light bulbs will be provided by the City of Casper.
24. Horizontal Surfaces: Surfaces include, but are not limited to, counter tops, file cabinets, tables, coat-racks, etc. Do not disturb work papers. Dusting high (above 60 inches) and low (below 60 inches) includes, but is not be limited to, partition tops, pictures, chair rungs, etc. Dust all window blinds.
25. Remove Recyclable Material (as applicable): Pick up all recyclable materials from consolidation containers located throughout the building and place in designated containers in the area. This does not include individual recycle bins near desks.
26. Clean HVAC System Grills: Vacuum excess dust and dirt from HVAC air bars, vents, or grills. Damp wipe clean with appropriate disinfectant solution and wipe dry.
27. Glass Cleaning: All glass, including doors and windows (to the limit of reach from floor level) shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.
28. Cleaning Ash Receptacles and Surrounding Areas: Ashtrays placed on the exterior of the building shall be emptied and cleaned as needed to maintain a clean appearance. The areas immediately surrounding such ashtrays and adjacent building entrances are included as part of this cleaning task. Sweep and remove cigarette butts and empty ashtrays as needed to clean the area. Note: Contents of ash receptacles must be disposed of in a safe manner.
29. Replenishable Supplies: Stock and refill all replenishable supplies and dispensers in restrooms and other public spaces to provide an uninterrupted supply to users. The City of Casper, or its third party vendor, is responsible for the purchase of the following materials:
- a. Trash receptacle liners;

- b. Paper products such as bathroom tissue and bathroom and/or break room paper or cloth towels or napkins;
- c. Scented sprays or fittings for restrooms, and
- d. Soaps for soap dispensers.

Contractor must sign out for City provided products, and usage of such items will be closely monitored by Facility Managers. Any unauthorized usage of City provided items by the Contractor is material reason for termination. The Contractor shall notify the City, in writing, at least one (1) week in advance of depletion of stock, where restocking of City provided products is needed.

## H. Quality Control

1. Notification of Problems: The Risk and Facilities Manager and/or individual Facility Managers (identified throughout this section as “Managers”), or their designee(s), shall contact the Contractor by telephone or email to notify them of performance issues. The Managers or their designees shall also notify the Contractor of written complaints received from building occupants.
2. Complaints File: The Managers shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of documents containing such details.
3. Major Problems: Major problems require immediate attention, and shall be responded to and corrected within four (4) hours where possible. Examples of major problems include, but are not limited to: toilets not cleaned, visible dirt or debris on floors, food trash not removed, or similar. The Managers have the authority to classify a complaint as major or minor.
4. Minor Problems: Minor problems require correction during the next scheduled cleaning day. Minor problems include, a trash can not emptied (no food items), a small area not vacuumed, or similar.
5. Failure to Respond: Failure by the Contractor to respond to and remedy specific complaints may result in deductions of invoiced payments or termination of this Contract.
6. Annual Service Review: The City of Casper may request an audit of the services provided each year under the specifications, terms, and conditions of the Contract. The audit will be conducted by the Risk and Facilities Manager or his/her designee.
  - (a) The audit will consist of an evaluation of the total service quality including cleanliness of facilities, attendance, responsiveness to complaints, and any other specifics as required by the Contract. The results of the audit and any recommendations will be distributed to the Contractor and the respective Facility Managers.

(b) Should the Contractor request it in writing, a meeting will be arranged between all concerned parties within 10 calendar days of the date the Contractor received, or could have been reasonably expected to receive, a copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit findings or recommendations.

(c) An unsatisfactory audit may result in cancellation of the Contract.

7. Reporting: The City of Casper may request reports of actual hours worked at each building and/or location during the term of this Contract. Requested reports shall be provided within ten (10) working days of the request. Reports may be requested on a monthly, quarterly, or annual basis.

2. TIME OF PERFORMANCE:

The services of the Contractor shall begin on May 1, 2019, and shall continue until April 30, 2024. To ensure adequate training at each facility, Contractor may phase in the addition of all facilities under this Contract at a rate of one (1) or more location(s) per week until all facilities are incorporated, no later than June 3, 2019. Payment for services will be prorated for phasing the implementation.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Three Hundred Eighty One Thousand Four Hundred Forty Seven Dollars (\$381,447.00). Administrative changes to the cleaning frequency, which must be agreed upon and documented in writing as described in 1.A.2 above, may result in an amended compensation schedule for the location, as appropriate.

Locations	Total Pricing 5/1/19- 6/30/19	Annual Pricing 7/1/19- 6/30/19	Annual Pricing 7/01/20- 6/30/21	Annual Pricing 7/1/21- 6/30/22	Annual Pricing 7/1/22- 6/30/23	Annual Pricing 7/1/23- 4/30/24
Solid Waste Complex	\$2,820	\$26,927	\$27,465	\$28,015	\$28,575	\$23,074
Casper Central Service Center	\$5,193	\$33,759	\$34,434	\$35,123	\$35,825	\$28,929
Parking Structure Restrooms	\$536	\$3,216	\$3,280	\$3,346	\$3,413	\$2,901
Fort Caspar Museum/Restrooms	\$1,352	\$6,432	\$6,560	\$6,691	\$6,825	\$5,801
Hogadon Lodge Restrooms	\$0	\$3,501	\$3,571	\$3,642	\$3,715	\$3,790
<b>Yearly Totals:</b>	\$9,901	\$73,834	\$75,311	\$76,817	\$78,354	\$67,230
<b>Five Year Total:</b>						\$381,447

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct total amount due for services provided at each itemized location for each month; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract. Annual invoice amounts shall not exceed the annual lump sum as listed per location in the above schedule unless due to an amended frequency schedule.

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 and Appendices A, B, C, D, E, F and G.

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR  
Monson Janitorial Services, Inc.

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

By:     *DR. Monson*    

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

Printed Name:     *Dan R. Monson*    

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

Title:     *President*

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged

in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

*1. Additional Insured Status*

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

*2. Primary Coverage*

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

*3. Notice of Cancellation*

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

*4. Waiver of Subrogation*

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

*5. Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

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

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

#### 6. *Acceptability of Insurers*

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

#### 7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

#### 8. *Verification of Coverage*

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

#### 9. *Subcontractors*

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

#### 10. *Special Risks or Circumstances*

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

- E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them

harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

## Appendix A – Solid Waste Complex

### TASKS AND FREQUENCY SCHEDULE FOR THE SOLID WASTE FACILITY BUILDINGS

#### I. BUILDINGS/AREAS

Scale House: offices, break room/kitchen, hallway, janitor closet, bathroom, conference room and customer counter area

1,720 square feet

Truck Barn: alcove entrance, break room/kitchen, office, IT room, custodial closet, three bathrooms, hallway, and mezzanine/staircase (16 stairs)

1,474 square feet (710 Mezzanine)

Baler Building: two (2) sets of stair cases (16 stairs each), locker rooms/showers/bathroom, break room/kitchen, custodial closet, offices, custodial closet, public customer break room/kitchen, and bathrooms

The Baler Building at the Solid Waste Facility is closed until June 2019 (estimated) for remodeling. Prior to re-opening to the public, cleaning is only required one (1) day per week. After re-opening, the Baler Building areas shall be as described in Section II.1. below.

4,928 square feet – total footage after construction is completed

Landfill Equipment Storage Building: office, locker rooms/showers/bathroom, break room/kitchen, custodial closet, and mezzanine/staircase (16 stairs)

2,800 square feet (1400 Mezzanine)

Special Waste Administrative Building: offices, reuse area, conference room/break room/kitchen, custodial closet, records room, customer and processing area, and laboratory, IT room, mezzanine/staircase (18 stairs)

6,165 square feet (1,685 IT Room/Mezzanine)

Container Management Building (CoMB): bathroom – 64 square feet

## II. GENERAL SERVICE REQUIREMENTS:

1. The Baler Building customer break room and bathroom shall be cleaned every day, Monday – Saturday. The Scale House, Truck Barn, other Baler Building areas, and Landfill Equipment Storage Facility shall be cleaned Monday, Wednesday, and Friday. The Special Waste Administrative Building and CoMB bathrooms shall be cleaned weekly after hours or on Sundays.
2. The facilities are to be cleaned between the hours of 5:00 p.m. and 7:00 a.m. Monday through Saturday and any time on Sunday, except when special cleanings are requested. Cleaning schedules may be altered for observed City or Contractor holidays, with prior written authorization by the City.
3. The City of Casper Solid Waste Division observes the following holidays; therefore, the facilities will not be open to the public and will not require custodial service.
  - New Year’s Day - January 1
  - Thanksgiving Day - 4th Thursday in November
  - Christmas Day - December 25
4. Most solid waste buildings are serviced with blue recycling containers. It is the responsibility of the City staff to empty the blue recycling containers located within the office suite or copier area or break rooms or reuse area, etc.
5. Service requirements include removing all other trash from the building and placing the bags in the commercial green trash dumpster located at each building.
6. Strip or scrub all hard surface floors in each building, i.e., vinyl floor tile, terrazzo, ceramic tile, polished concrete, etc. Resurface with sealer and/or floor finish as appropriate for the flooring type utilizing best industry standards. Alternate strip/scrub/resurface floor treatment with power scrub or spray buffing floor treatment every quarter (three months) so that flooring receives enhanced maintenance four (4) times per year. Light buff and/or wax flooring as needed to ensure proper floor maintenance and slip resistance.
7. Window cleaning includes all windows within the facility, as well as garage door windows. Service to be performed semi-annually for each building.

### **III. TASKS AND FREQUENCY:**

#### **1. PUBLIC/CUSTOMER AREAS (CUSTOMER BREAK ROOMS, SERVICE COUNTERS, RESTROOMS, ETC)**

##### **A. Daily Service**

1. Detail vacuum at all entry mats.
2. Dust and damp mop hard surface floors. Disinfect bathroom floors.
3. Clean entrance glass to a height equal to top of door.
4. Spot clean walls and light switch plates.
5. Pick up trash and empty trashcans.
6. Dust all surfaces below 60 inches.
7. Clean and sanitize drinking fountain and dispensers.
8. Clean and sanitize all counter tops and small appliances.
9. Damp wipe or brush furniture as needed.
10. Pick up and sweep outside entrance 25 feet out.
11. Vacuum entrance mats.
12. Empty restroom waste containers and replace liners.
13. Completely sanitize all bathroom fixtures to include all porcelain, stainless steel and chrome surfaces.
14. Replenish paper products.
15. Replenish soap dispensers.
16. Clean mirrors.
17. Empty and clean sanitary napkin containers.
18. Replenish sanitary napkins.
19. Spot clean partitions.
20. Replace burned out light bulbs.

##### **B. Weekly Service**

1. Brush and vacuum fabric furniture (report any stains or tears).
2. Damp wipe all general furniture.
3. Dust all surface above 60 inches.
4. Wash out trashcans to remove residue or odors.
5. Clean and wash bathroom partitions and wall tile.
6. Clean windowsills (if applicable).

##### **C. Monthly Service**

1. Clean inside of refrigerators.
2. Clean and wash baseboards.
3. Clean light fixtures as needed.
4. Clean HVAC system grills.
5. Light buff or wax flooring as needed.

- D. Quarterly Service (alternate flooring treatments below):
  - 1. Strip or scrub and resurface all hard surface floors.
  - 2. Spray buff or power scrub all hard surface floors.
- E. Semi-annual Service (every six months)
  - 1. Clean all windows.

## **2. OFFICE AREAS AND CORRIDORS**

- A. Daily Service
  - 1. Spot vacuum any floor rugs.
  - 2. Dust all surfaces below 60 inches except special waste display shelves and cabinet.
  - 3. Damp wipe or brush furniture as needed (report any discrepancies observed).
  - 4. Spot clean all partitions and door glass.
  - 5. Clean around light switches, and doorknobs with a treated cloth.
  - 6. Remove trash, change liners if needed.
  - 7. Refill paper dispensers, where applicable.
  - 8. Dust and damp mop hard floors, including chair mats (vinyl tile and ceramic tile, etc).
  - 9. Replace burned out light bulbs.
- B. Weekly Service
  - 1. Detail vacuum any floor rugs.
  - 2. Spot clean and dust all baseboards.
  - 3. Dust wall frames, pictures etc.
  - 4. Dust all surfaces above 60 inches.
  - 5. Detail vacuum cloth furniture.
  - 6. Clean windowsills (if applicable).
- C. Monthly Service
  - 1. Clean and wash baseboards.
  - 2. Clean light fixtures as needed.
  - 3. Clean HVAC system grills.
  - 4. Wash out trashcans to remove residue and odors.
  - 5. Light buff or wax flooring as needed.
- D. Quarterly Service (alternate flooring treatments below):
  - 1. Strip or scrub and resurface all hard surface floors.
  - 2. Spray buff or power scrub all hard surface floors.
- E. Semi-annual Service (every six months)

1. Clean all windows.
2. Dust Special Waste Display shelves and cabinet.

### **3. EMPLOYEE RESTROOMS**

#### **A. Daily Service**

1. Completely sanitize all bathroom fixtures to include all porcelain, stainless steel and chrome surfaces.
2. Replenish paper products.
3. Replenish soap dispensers.
4. Clean mirrors.
5. Empty and clean sanitary napkin containers.
6. Replenish sanitary napkins.
7. Empty waste container and replace liners.
8. Spot clean partitions and walls.
9. Dust, damp mop and disinfect floors until all debris is removed.
10. Replace burned out light bulbs.

#### **B. Weekly Service**

1. Clean and wash partitions and wall tile.

#### **C. Monthly Service**

1. Wash out trashcans to remove residue and odors.
2. Clean light fixtures as needed.
3. Clean HVAC system grills.
4. Light buff or wax flooring as needed.

#### **D. Quarterly Service (alternate flooring treatments below):**

1. Strip or scrub and resurface all hard surface floors.
2. Spray buff or power scrub all hard surface floors.

### **4. EMPLOYEE LOCKER ROOMS/SHOWERS**

#### **A. Daily Service**

1. Completely sanitize all bathroom fixtures to include all porcelain, stainless steel and chrome surfaces.
2. Replenish paper products (including toilet seat covers).
3. Replenish soap dispensers.
4. Clean mirrors.
5. Empty and clean sanitary napkin disposal containers.
6. Replenish sanitary napkins.

7. Empty waste container and replace liners.
8. Spot clean partitions, walls, and lockers.
9. Dust, damp mop, and disinfect tile floors until all debris is removed.
10. Clean and disinfect showers.
11. Replace burned out light bulbs.

B. Weekly Service

1. Clean and wash partitions, wall tile, and lockers.

C. Monthly Service

1. Wash out trashcans to remove residue and odors.
2. Clean light fixtures as needed.
3. Clean HVAC system grills.
4. Light buff or wax flooring as needed.

D. Quarterly Service (alternate flooring treatments below):

1. Strip or scrub and resurface all hard surface floors.
2. Spray buff or power scrub all hard surface floors.

## 5. EMPLOYEE BREAK ROOMS/KITCHENS

A. Daily Service

1. Spot vacuum all entry mats.
2. Dust and damp mop hard surface floors.
3. Replenish paper dispensers.
4. Wipe down all countertops, tables and chairs.
5. Clean and disinfect exterior of all appliances and vending machines.
6. Empty waste containers and replace liners.
7. Replace burned out light bulbs.

B. Weekly Service

1. Detail vacuum all entry mats.
2. Clean and disinfect inside of refrigerators and microwaves.
3. Dust all surfaces above 60 inches.
4. Clean windowsills (if applicable).

C. Monthly Service

1. Clean inside of refrigerators.
2. Clean light fixtures as needed.
3. Clean HVAC system grills.
4. Wash out trashcans to remove residue and odors.
5. Light buff or wax flooring as needed.

- D. Quarterly Service (alternate flooring treatments below):
  - 1. Strip or scrub and resurface all hard surface floors.
  - 2. Spray buff or power scrub all hard surface floors.
- E. Semi-annual Service (every six months)
  - 3. Clean all windows (if applicable).

## **6. CONFERENCE ROOMS**

- A. Daily Service
  - 1. Brush and vacuum fabric furniture as needed (report any stains or tears).
  - 2. Damp wipe all general furniture.
  - 3. Dust all surface below 60 inches.
  - 4. Vacuum traffic areas.
  - 5. Clean around light switches and door handles with a treated cloth.
  - 6. Remove trash and replace liners as needed.
  - 7. Replace burned out light bulbs.
- B. Weekly Service
  - 1. Dust and wet mop all floors
  - 2. Spot clean and dust all baseboards.
  - 3. Dust all areas above 60 inches.
  - 4. Detail-vacuum all cloth furniture.
  - 5. Clean windowsills (if applicable).
- C. Monthly Service
  - 1. Clean and wash baseboards
  - 2. Clean light fixtures as needed.
  - 3. Clean HVAC system grills.
  - 4. Wash out trashcans to remove residue and odors.
  - 5. Light buff or wax flooring as needed.
- D. Quarterly Service (alternate flooring treatments below):
  - 1. Strip or scrub and resurface all hard surface floors.
  - 2. Spray buff or power scrub all hard surface floors.
- E. Semi-annual Service (every six months)
  - 1. Clean all windows (if applicable).

**7. IT/STORAGE ROOMS, CUSTODIAL CLOSETS, MEZZANINES AND ACCESS STAIRWELLS**

**A. Semi-annual Service (every six months)**

1. Dust all surfaces above and below 60 inches.
2. Clean and wash baseboards and staircase and mezzanine railings.
3. Clean light fixtures as needed.
4. Sweep unpolished concrete floors, including stairs.
5. Strip or scrub all hard surface floors.
6. Replace burned out light bulbs.

End of Section.

## **Appendix B – Central Service Center**

### **TASKS AND FREQUENCY SCHEDULE FOR THE CASPER CENTRAL SERVICE CENTER AND TRAFFIC SHOP**

#### **I. BUILDINGS/AREAS**

Casper Central Service Center: offices and corridors, break room/kitchen, bathrooms, conference rooms, locker rooms/showers, janitor closets, storage closets, NAPA parts warehouse

17,500 square feet

Casper Traffic Shop: office and bathroom

300 square feet

#### **II. GENERAL SERVICE REQUIREMENTS:**

1. The NAPA parts warehouse in the Fleet Maintenance area at the Casper Central Service Center will only require cleaning service three (3) days per week on Monday, Wednesday, and Friday beginning at 3:30. The rest of the facility is to be cleaned between the hours of 4:30 p.m. and 5:00 a.m. each day Monday through Friday, except when special cleanings are requested. Cleaning schedules maybe altered for observed City or Contractor holidays, with prior written authorization by the City.
2. The City of Casper Central Service Center observes the following holidays; therefore, the facility will not be open and will not require custodial service.
  - New Year's Day - January 1
  - President's Day – 3rd Monday in February
  - Memorial Day – Last Monday of May
  - Independence Day – July 4
  - Labor Day – 1st Monday in September
  - Columbus Day – 2nd Monday in October
  - Veteran's Day (Observance) – November 11 (closest normal business day)
  - Thanksgiving Day - 4th Thursday in November
  - Day after Thanksgiving – 4th Friday in November
  - Christmas Day - December 25
3. The building is serviced with a recycling program. Each City employee participating in the

recycling program has been provided with a personal recycling container for paper. It is the responsibility of the City staff to empty the personal containers into the consolidation containers located within the office suite or copier area. The Contractor is responsible for the collection and disposal of the paper and plastics consolidation containers into the public City recycle containers located at 1700 East K Street, in the North Casper ball field parking lot (or any depot of the Contractor's choice). Exact locations of the recycle materials containers will be identified during the mandatory pre-proposal visit on site.

4. Service requirements include removing all other trash from the building and placing the bags in the trash dumpster located on the west side of the building. The Contractor is responsible for policing the area within 10' of the dumpster. This is to be done daily.
5. Strip or scrub all hard surface floors, i.e., vinyl floor tile, terrazzo, ceramic tile, polished concrete, etc., **EXCEPT** for Traffic Shop floors, which are painted and shall **ONLY** be swept and mopped. Resurface with sealer and/or floor finish as appropriate for the flooring type utilizing best industry standards. Alternate strip/scrub/resurface floor treatment with power scrub or spray buffing floor treatment every quarter (three months) so that flooring receives enhanced maintenance four (4) times per year. Light buff and/or wax flooring as needed to ensure proper floor maintenance and slip resistance.
6. Window cleaning applies to all office areas, corridors, break rooms, and conference rooms.

### **III. TASKS AND FREQUENCY:**

#### **1. OFFICE AREAS AND CORRIDORS**

##### **A. Daily Service**

1. Vacuum traffic areas.
2. Dust all surfaces below 60 inches.
3. Damp wipe or brush furniture as needed.
4. Spot clean all partitions and door glass.
5. Clean around light switches, and doorknobs with a treated cloth.
6. Remove trash, change liners if needed.
7. Spot clean soiled carpet as needed.
8. Refill paper dispensers, where applicable.
9. Dust and damp mop hard floors, including chair mats (vinyl tile and ceramic tile, etc).
10. Empty recycle consolidation containers as needed.
11. Clean and sanitize drinking fountain.
12. Replace burned out light bulbs.

##### **B. Weekly Service**

1. Detail vacuum entire carpeted area wall to wall, including under desks.
2. Spot clean and dust all baseboards.
3. Dust vending machines, wall frames, pictures etc.
4. Dust all surfaces above 60 inches.
5. Detail vacuum cloth furniture.
6. Clean windowsills (if applicable).

C. Monthly Service

1. Clean and wash baseboards.
2. Clean light fixtures as needed.
3. Clean HVAC system grills.
4. Wash out trashcans to remove residue and odors.
5. Light buff or wax flooring as needed.

D. Quarterly Service (alternate flooring treatments below):

1. Strip or scrub and resurface all hard surface floors.
2. Spray buff or power scrub all hard surface floors.

E. Semi-annual Service (every six months)

1. Clean all windows.

**2. EMPLOYEE RESTROOMS**

A. Daily Service

1. Completely sanitize all bathroom fixtures to include all porcelain, stainless steel and chrome surfaces.
2. Replenish paper products.
3. Replenish soap dispensers.
4. Clean mirrors.
5. Empty and clean sanitary napkin containers.
6. Replenish sanitary napkins.
7. Empty waste container and replace liners.
8. Spot clean partitions and walls.
9. Dust, damp mop and disinfect floors until all debris is removed.
10. Replace burned out light bulbs.

B. Weekly Service

1. Clean and wash partitions and wall tile.

C. Monthly Service

1. Wash out trashcans to remove residue and odors.
2. Clean light fixtures as needed.

3. Clean HVAC system grills.
4. Light buff or wax flooring as needed.

D. Quarterly Service (alternate flooring treatments below):

1. Strip or scrub and resurface all hard surface floors.
2. Spray buff or power scrub all hard surface floors.

### **3. EMPLOYEE LOCKER ROOMS/SHOWERS**

A. Daily Service

1. Completely sanitize all bathroom fixtures to include all porcelain, stainless steel and chrome surfaces.
2. Replenish paper products (including toilet seat covers).
3. Replenish soap dispensers.
4. Clean mirrors.
5. Empty and clean sanitary napkin disposal containers.
6. Replenish sanitary napkins.
7. Empty waste container and replace liners.
8. Spot clean partitions, walls, and lockers.
9. Dust, damp mop, and disinfect tile floors until all debris is removed.
10. Clean and disinfect showers.
11. Replace burned out light bulbs.

B. Weekly Service

1. Clean and wash partitions, wall tile, and lockers.

C. Monthly Service

1. Wash out trashcans to remove residue and odors.
2. Clean light fixtures as needed.
3. Clean HVAC system grills.
4. Light buff or wax flooring as needed.

D. Quarterly Service (alternate flooring treatments below):

1. Strip or scrub and resurface all hard surface floors.
2. Spray buff or power scrub all hard surface floors.

### **4. EMPLOYEE BREAK ROOMS/KITCHENS**

A. Daily Service

1. Dust and damp mop hard surface floors.
2. Replenish paper dispensers.

3. Wipe down all countertops, tables and chairs.
  4. Clean small appliances inside and out.
  5. Empty waste containers and replace liners.
  6. Replace burned out light bulbs.
- B. Weekly Service
1. Dust all surfaces above 60 inches.
  2. Clean windowsills (if applicable).
- C. Monthly Service
1. Clean inside of refrigerators.
  2. Clean light fixtures as needed.
  3. Clean HVAC systems grills.
  4. Wash out trashcans to remove residue and odors.
  5. Light buff or wax flooring as needed.
- D. Quarterly Service (alternate flooring treatments below):
1. Strip or scrub and resurface all hard surface floors.
  2. Spray buff or power scrub all hard surface floors.
- E. Semi-annual Service (every six months)
1. Clean all windows (if applicable).

## **5. CONFERENCE ROOMS**

- A. Daily Service
1. Brush and vacuum fabric furniture as needed (report any stains or tears).
  2. Damp wipe all general furniture.
  3. Dust all surface below 60 inches.
  4. Vacuum traffic areas.
  5. Clean around light switches and door handles with a treated cloth.
  6. Remove trash and replace liners as needed.
  7. Spot clean soiled carpet as needed.
  8. Replace burned out light bulbs.
- B. Weekly Service
1. Detail vacuum entire carpeted areas wall to wall, including under tables and chairs.
  2. Spot clean and dust all baseboards.
  3. Dust all areas above 60 inches.
  4. Detail-vacuum all cloth furniture.
  5. Clean windowsills (if applicable).

- C. Monthly Service
  - 1. Clean and wash baseboards
  - 2. Clean light fixtures as needed.
  - 3. Clean HVAC system grills.
  - 4. Wash out trashcans to remove residue and odors.
  - 5. Light buff or wax flooring as needed.
  
- D. Quarterly Service (alternate flooring treatments below):
  - 1. Strip or scrub and resurface all hard surface floors.
  - 2. Spray buff or power scrub all hard surface floors.
  
- E. Semi-annual Service (every six months)
  - 1. Clean all windows (if applicable).

**6. STORAGE ROOMS, CUSTODIAL CLOSETS**

- A. Monthly Service
  - 1. Dust all surfaces above and below 60 inches.
  - 2. Clean and wash baseboards and wash basins.
  - 3. Clean light fixtures as needed.
  - 4. Clean HVAC system grills.
  - 5. Wash out trashcans to remove residue and odors.
  - 6. Replace burned out light bulbs.
  
- B. Semi-annual Service (every six months)
  - 1. Strip or scrub all hard surface floors.

End of Section.

## **Appendix C – Parking Structure Restrooms**

### **TASKS AND FREQUENCY SCHEDULE FOR THE DOWNTOWN PARKING STRUCTURE RESTROOMS**

#### **I. BUILDINGS/AREAS**

Downtown Parking Structure Restrooms: Men's, Women's, Family Restrooms and Custodial closet  
400 square feet

#### **II. GENERAL SERVICE REQUIREMENTS:**

1. The facility is to be thoroughly cleaned every Monday, Wednesday, and Friday, at any time during the day, except when special cleanings are requested. Cleaning schedules maybe altered for observed City or Contractor holidays, with prior written authorization by the City.
2. Known special cleaning dates include:
  - Two hours prior to and following the annual Parade Day parade
  - Two hours prior to and following the annual Christmas parade
3. Service requirements include removing all trash from the restrooms and placing the bags in the trash dumpster located on the east end of the alley. The City of Casper will provide a key for the lock to the dumpster storage area. The Contractor is responsible for policing the area within 10 feet of the dumpster storage area. This is to be done daily.
4. Notify law enforcement and the Buildings and Structures Supervisor immediately if you encounter homeless people sleeping in the restrooms or see evidence of a homeless encampment. Also notify law enforcement of vandalism in the restrooms, such as graffiti or property damage, or if drugs, lost or stolen goods, weapons, or anything that is suspected to be illegal or harmful to the public is found.

#### **III. TASKS AND FREQUENCY:**

##### **1. PUBLIC RESTROOMS**

###### **A. Daily Service**

1. Completely sanitize all bathroom fixtures, including, but not limited to, all porcelain, stainless steel and chrome surfaces.
2. Replenish paper products.

3. Replenish soap dispensers.
4. Clean mirrors.
5. Empty and clean sanitary napkin containers.
6. Replenish sanitary napkins.
7. Empty waste container and replace liners.
8. Spot clean partitions and walls.
9. Dust, damp mop and disinfect floors until all debris is removed.
10. Replace burned out light bulbs.

**B. Weekly Service**

1. Clean and wash partitions and wall tile.

**C. Monthly Service**

1. Wash out trashcans to remove residue and odors.
2. Clean light fixtures as needed.
3. Clean HVAC system grills.
4. Light buff or wax flooring as needed.

**D. Quarterly Service (alternate flooring treatments below):**

1. Power scrub all hard surface floors.

**2. CUSTODIAL CLOSET**

**A. Monthly Service**

1. Dust all surfaces above and below 60 inches.
2. Clean and wash baseboards and wash basins.
3. Clean light fixtures as needed.
4. Clean HVAC system grills.
5. Wash out trashcans to remove residue and odors.
6. Replace burned out light bulbs.

End of section.

## **Appendix D – Hogadon Lodge Restrooms**

### **TASKS AND FREQUENCY SCHEDULE FOR THE HOGADON SKI LODGE RESTROOMS**

#### **I. BUILDINGS/AREAS**

Hogadon Ski Lodge Restrooms: – Two sets of Men’s & Women’s Restrooms

900 square feet

#### **II. GENERAL SERVICE REQUIREMENTS:**

1. The facility is to be thoroughly cleaned between the hours of 7:00 a.m. and 5:00 p.m. each day Wednesday through Saturday during the ski season, except when special cleanings are requested. The typical Hogadon season is December 1 – April 15. This is subject to change in any given year. Contractor compensation will be adjusted accordingly for changes in season schedules. Cleaning schedules may be altered for observed City or Contractor holidays, with prior written authorization by the City.
2. Known special cleaning dates include:
  - Martin Luther King Day – 3<sup>rd</sup> Monday in January
  - Presidents Day – 3<sup>rd</sup> Monday in February
  - Natrona County School District Christmas Break – 12-14 consecutive days except Christmas Day (Lodge closed Christmas Day – no cleaning required)
3. Service requirements include removing all trash from the bathrooms and placing the bags in the trash dump-trailer located outside of the south main doors of the Hogadon Ski Lodge. The Contractor is responsible for policing the area within 10 feet of the dumpster. This is to be done daily.
4. Enhanced floor maintenance, such as scrubbing, shall be performed once during the season, on a date mutually agreed upon with the Hogadon Facility Manager, with work being performed between the hours of 6:00 p.m. and 6:00 a.m. All floor cleaning products must be approved by the Hogadon Facility Manager prior to use.

#### **III. TASKS AND FREQUENCY:**

## 1. PUBLIC RESTROOMS – DAILY DURING SKI SEASON

### A. Daily Service

1. Completely sanitize all bathroom fixtures including, but not limited to, all porcelain, stainless steel and chrome surfaces.
2. Replenish paper products.
3. Replenish soap dispensers.
4. Clean mirrors.
5. Empty and clean sanitary napkin containers.
6. Replenish sanitary napkins.
7. Empty waste container and replace liners.
8. Spot clean partitions and walls.
9. Dust, damp mop and disinfect floors until all debris is removed. Floor cleaning products must be approved by Hogadon Facility Manager prior to use.
10. Replace burned out light bulbs.

### B. Weekly Service

1. Clean and wash partitions and wall tile.

### C. Monthly Service

1. Wash out trashcans to remove residue and odors.
2. Clean light fixtures as needed.
3. Clean HVAC system grills.

### D. Seasonal Service (once per season)

1. Scrub floors in accordance Section II.4. above.

End of section.

## **Appendix E – Fort Caspar Museum**

### **TASKS AND FREQUENCY SCHEDULE FOR THE FORT CASPAR MUSEUM AND OUTDOOR BATHROOMS**

#### **I. BUILDINGS/AREAS**

Fort Caspar Museum Main Building: offices, break room/kitchen, hallway, janitor closets, bathrooms, conference room excluding classroom with vinyl composition tile (VCT) flooring, customer counter area, gift shop

6,200 square feet

Fort Caspar Outdoor Restrooms: Three sets of outdoor restrooms and custodial closets

550 square feet

#### **II. GENERAL SERVICE REQUIREMENTS:**

1. The facility shall be cleaned during normal business hours, between 8:00 a.m. and 5:00 p.m. Cleaning days from May 1 – September 30 shall be Monday, Wednesday, and Friday. Cleaning day from October 1 – April 30 shall be Wednesday only. Special cleanings may also be requested for special events. Cleaning schedules maybe altered for observed City or Contractor holidays, with prior written authorization by the City.
2. The building is serviced with a recycling program. Each City employee participating in the recycling program has been provided with a personal recycling container for paper. It is the responsibility of the City staff to empty the personal containers into the consolidation containers located within the office suite or copier area. The Contractor is responsible for the collection and disposal of the paper and plastics consolidation containers into the public City recycle containers located at 1887 SW Wyoming Boulevard by the Central Wyoming Fairgrounds (or any depot of the Contractor's choice). Exact locations of the recycle materials containers will be identified during the mandatory pre-proposal visit on site.
3. Service requirements include removing all other trash from the building and placing the bags in the trash dumpster located in the staff parking lot in the rear of the museum. The contractor is responsible for policing the area within 10 feet of the dumpster. This is to be done during each cleaning visit.
4. Power scrub all tile floors once every quarter. Concrete flooring in outdoor restrooms to be scrubbed clean twice during the summer season.

5. Contractor shall not perform any cleaning in the exhibits except for vacuuming of floors.  
**No glass cleaning.**
6. Window cleaning products for non-exhibit areas must be approved by the Museum Facility Manager prior to use on windows.
7. Changing of burned out light bulbs will be limited to certain areas. The Facility Manager or his/her designed will direct which lights should be changed by Contractor.

### **III. TASKS AND FREQUENCY:**

#### **1. PUBLIC/CUSTOMER AREAS (SERVICE COUNTERS, CORRIDORS, AND GIFT SHOP)**

##### **A. Daily Service**

1. Detail vacuum all carpeted areas wall to wall.
2. Spot clean soiled carpet as needed.
3. Dust and damp mop hard surface floors.
4. Clean entrance glass to a height equal to top of door. All glass cleaning products must be approved by Fort Caspar Facility Manager prior to use.
5. Spot clean walls and light switch plates.
6. Pick up trash and empty trashcans.
7. Dust all surfaces below 60 inches.
8. Clean and sanitize drinking fountain.
9. Damp wipe or brush furniture as needed.
10. Pick up and sweep outside entrance 25 feet out.
11. Vacuum entrance mats.
12. Change burned out light bulbs as approved by Museum staff.

##### **B. Weekly Service**

1. Brush and vacuum fabric furniture (report any stains or tears).
2. Damp wipe all general furniture.
3. Dust all surface above 60 inches.
4. Wash up trashcans to remove residue or odors.
5. Clean windowsills (if applicable).

##### **C. Monthly Service**

1. Clean and wash baseboards.
2. Clean light fixtures as needed.
3. Clean HVAC system grills.
4. Clean entrance mats and water fountain rugs.

5. Light buff or wax flooring as needed.
- D. Quarterly Service:
1. Power scrub all tile floors.
- E. Semi-annual Service (every six months)
1. Clean all windows. All glass cleaning products must be approved by Fort Caspar Facility Manager prior to use.

## **2. OFFICE AREAS**

### **A. Daily Service**

1. Vacuum traffic areas.
2. Remove trash, change liners if needed.
3. Empty recycle consolidation containers as needed.
4. Change burned out light bulbs as approved by Museum staff.

### **B. Weekly Service**

1. Detail vacuum entire carpeted area wall to wall, including under desks.
2. Wash out trashcans to remove residue and odors.

### **C. Semi-annual Service (every six months)**

1. Clean all windows. All glass cleaning products must be approved by Fort Caspar Facility Manager prior to use.

## **3. RESTROOMS**

### **A. Daily Service**

1. Completely sanitize all bathroom fixtures to include all porcelain, stainless steel and chrome surfaces.
2. Replenish paper products.
3. Replenish soap dispensers.
4. Clean mirrors.
5. Empty and clean sanitary napkin containers.
6. Replenish sanitary napkins.
7. Empty waste container and replace liners.
8. Spot clean partitions and walls.
9. Dust, damp mop and disinfect floors until all debris is removed.
10. Change burned out light bulbs as approved by Museum staff.

### **B. Weekly Service**

1. Clean and wash partitions and wall tile.
- C. Monthly Service
1. Wash out trashcans to remove residue and odors.
  2. Clean light fixtures as needed.
  3. Clean HVAC system grills.
  4. Light buff or wax flooring as needed.
- D. Quarterly Service for indoor and outdoor restrooms:
1. Power scrub tile floors.
  2. Scrub concrete floors clean twice per season.

#### **4. EMPLOYEE BREAK ROOMS/KITCHENS**

- A. Daily Service
1. Detail vacuum all carpeted areas wall to wall.
  2. Dust and damp mop hard surface floors.
  3. Empty waste containers and replace liners.
  4. Change burned out light bulbs as approved by Museum staff.
- B. Weekly Service
1. Wash out trashcans to remove residue and odors.
- C. Monthly Service
1. Clean inside of refrigerators.
- D. Quarterly Service:
1. Power scrub all tile floors.
- E. Semi-annual Service (every six months)
1. Clean all windows (if applicable). All glass cleaning products must be approved by Fort Caspar Facility Manager prior to use.

#### **5. CONFERENCE ROOM/CLASSROOMS**

- A. Daily Service
1. Brush and vacuum fabric furniture as needed (report any stains or tears).
  2. Damp wipe all general furniture.
  3. Dust all surface below 60 inches.
  4. Vacuum traffic areas.
  5. Clean around light switches and door handles with a treated cloth.

6. Remove trash and replace liners as needed.
7. Spot clean soiled carpet as needed.

B. Weekly Service

1. Detail vacuum entire carpeted areas wall to wall, including under tables and chairs.
2. Spot clean and dust all baseboards.
3. Dust all areas above 60 inches.
4. Detail-vacuum all cloth furniture.
5. Clean windowsills (if applicable).

C. Monthly Service

1. Clean and wash baseboards
2. Clean light fixtures as needed.
3. Clean HVAC system grills.
4. Wash out trashcans to remove residue and odors.

D. Semi-annual Service (every six months)

1. Clean all windows (if applicable).

**6. STORAGE ROOMS AND CUSTODIAL CLOSETS**

C. Semi-annual Service (every six months)

1. Dust all surfaces above and below 60 inches.
2. Clean and wash baseboards.
3. Clean light fixtures as needed.
4. Strip or scrub all hard surface floors.

End of section.

## Appendix F – City-Owned Custodial Equipment Schedule

Location	Quantity	Location	Quantity
<b>Casper Service Center</b>		<b>Traffic Shop</b>	
Windsor vacuums	2	Mops	3
Minuteman wet vac	1	Extra mop heads	2
Tornado	1	Mop bucket	1
Clark floor maintainer 2000	1	Broom	1
Rags	35	<b>Fort Caspar Museum</b>	
Bonnets	3	Floor scrubber	1
Cleaning carts	2	Floor maintainer	1
Mop buckets	3	Advance vacuum	1
Mops	3	Cleaning cart	1
Extra mop heads	3	Rags	15
Dust mops	3	Broom	1
Extra dust mop heads	3	Dust Mop	1
KYVAC Reel Cleaner	1	Extra dust mop heads	2
Dust pan	1	Mop buckets	2
<b>Hogadon Lodge Restrooms</b>		Extra mop heads	3
Cleaning cart	1	<b>Fort Caspar Outside Restrooms</b>	
Mop bucket	1	Bug duster	1
Mop	1	Broom	1
Extra mop heads	2	<b>Parking Structure Restrooms</b>	
Rags	20	Cleaning cart	1
Toilet brush	1	Mop bucket	1
Toilet plunger	1	Mop	1
		Extra mop heads	2
<b>Solid Waste has no equipment</b>		Rags	20

## Appendix G – Contractor Equipment Schedule

Monson Janitorial Services, Inc.

Monson Janitorial Services currently owns uses and is prepared to purchase additional equipment needed to successfully clean and keep clean customer establishments.

<b>Equipment Description</b>	<b>Age</b>	<b>Condition</b>	<b>Usage</b>
Sanitaire Model SC6045 burnisher	10 yrs.	Excellent	Restore compatible hard surface floors
Triple S Model DC2000 burnisher	5 yrs.	Excellent	Restore compatible hard surface floors
Sanitaire Model SC6015 Scrubber	15 yrs.	Excellent	Deep scrub hard surface floors
Clark Model 1700 Scrubber	30 yrs.	Good	Deep scrub hard surface floors
Advance Model Aquaclean 12st Carpet Machine	5 yrs.	Excellent	Shampoo carpets & throw rugs
Sanitaire Model SC886 Vacuum Cleaners	Various	Excellent	Vacuum carpets & throw rugs
Advance Model SC250 Auto Scrubber	2 yrs.	Excellent	Machine scrubs hard surface floors
Rubbermaid Brute wheeled trash barrels w/bibs	Various	Excellent	Transport/dispose of garbage
Brute mop buckets w/ringers	Various	Good-New	Used to transport mop water
Microfiber wet mop heads/handles	Various	Good-New	Damp mop hard surface floors
Dust mop heads / handles	Various	Good-New	Dry mop hard surface floors
Assortment of Brooms w/ dust pans	Various	Good-New	Remove dirt & debris from hard surface floors
Microfiber Cleaning Towels	Various	Good-New	Re-usable cleaning equipment
White Cotton Cleaning Towels	Various	Good-New	Re-usable cleaning equipment
Assortment of labeled spray bottles	Various	Good-New	Transport/properly identify chemical contents
Assortment size of feather / microfiber dusters	Various	Good-New	Dry dust accessible vertical/horizontal surfaces

RESOLUTION NO. 19-62

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MONSON JANITORIAL SERVICES, INC. FOR THE PROVISION OF CUSTODIAL MAINTENANCE SERVICES FOR CITY FACILITIES.

WHEREAS, the City of Casper has buildings in five (5) locations throughout the City that require custodial maintenance services,

WHEREAS, the City of Casper desires to contract for professional custodial maintenance services for a period of five (5) years; and,

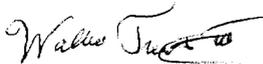
WHEREAS, Monson Janitorial Services, Inc. has indicated that it is ready, willing and able to provide professional custodial maintenance services for the City of Casper.

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 professional services agreement with Monson Janitorial Services, Inc., for those services, in an amount not to exceed Three Hundred Eighty One Thousand Four Hundred Forty Seven and 00/100 Dollars (\$381,447.00).

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to make verified partial payments throughout the term of the agreement in accordance with the schedule of fees contained within the agreement.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

March 5, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Installation and Service Company, Inc., in the Amount of \$110,620.20, for the George Tani Parking Drainage Repair, Project No. 18-068.

Meeting Type & Date:  
City Manager Approval.  
April 16, 2019

Recommendation:

That Council, by resolution, authorize an Agreement with Installation and Service Company, Inc. (ISCO), for construction of the George Tani Parking Drainage Repair, Project No. 18-068, for the base bid amount of \$110,620.20. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$10,379.80, for a total project amount of \$121,000.

Summary:

On March 5, 2019, bids were received from five (5) contractors for construction of the George Tani Parking Drainage Repair, Project No. 18-068. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>ISCO</b>	<b>Casper, Wyoming</b>	<b>\$110,620.20</b>
Ramshorn Construction	Casper, Wyoming	\$133,100.00
Andreen Hunt Construction	Mills, Wyoming	\$158,500.00
71 Construction	Casper, Wyoming	\$169,096.71
Knife River	Casper, Wyoming	\$170,974.00

The Engineer's estimate, prepared by WWC Engineering, was \$130,000.00.

The parking area between "K" Street and George Tani Ball Field collects significant runoff from the surrounding parking areas to the East and West. The existing french drain is undersized and frequently experiences ponding during rain events causing City Staff to pump out the drain.

Plans for the project include regrading the existing parking area and adding drainage inlets with landscaping repairs. Construction of the improvements is to be substantially complete by June 5, 2019.

Financial Considerations

Funding for this contract will be provided from One Cent #15 Optional Sales Tax funds allocated to Miscellaneous Arterial and Collector Streets.

Oversight/Project Responsibility

Alex Sveda, Associate Engineer

Attachments

Agreement

Resolution

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 Installation and Service Company, Inc. (ISCO), P.O. Box 2938, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to Asphalt Parking lot regrade/rebuild; inlet, french drain laterals, regrading and landscaping.

WHEREAS, the Contractor is able and willing to provide those services specified as the

**George Tani Drainage Improvements, Project No. 18-068.**

NOW, THEREFORE, it is hereby agreed as

follows: ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the George Tani Drainage Improvements, Project No. 18-068, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by June 5, 2019, and ready for final payment in accordance with Article 14 of the General Conditions by June 12, 2019. Substantial Completion will be accepted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan, with no traffic restrictions in school zones. No open excavations shall remain overnight.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly,

instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Ten Thousand Six Hundred Twenty and 20/100 Dollars (\$110,620.20), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold

five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are

or will be required by Contractor for such purposes.

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and BS-1 of the Bid Schedule.
- 8.4 Addenda No.: Addendum No. 1.
- 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 nine (9) sections. Special Provisions consisting of seven (7) Sections and four (4) Drawing "Sheets".
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Minutes of the Pre-Bid Conference, if any.
- 8.13 Contract Drawings, with each sheet bearing the following general title:

**George Tani Drainage Improvements, Project No. 18-068**

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

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

8.16 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 8. 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 \_\_\_\_\_, 2019.

\*\*\*\*\*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\*\*\*

APPROVED AS TO FORM:  
(George Tani Drainage Improvements, Project No. 18-068)

*Walter Tremel III*  
\_\_\_\_\_

CONTRACTOR:

ISCO

ATTEST:

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

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

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

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

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur D. Tremel

Charles Powell

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper  
George Tani Drainage Improvements  
Project No. 18-068

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by June 05, 2019 as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by June 12, 2019, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
Addendum No. One Dated Feb. 29, 2019  
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;

BF-1

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: \$ 110,620.<sup>20</sup>

TOTAL BASE BID, IN WORDS: One hundred ten thousand six hundred twenty and 20/100 DOLLARS.

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

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

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

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

B. Itemized Bid Schedule.

C. Copy of Certificate of Residency, if bidding as Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Installation & Service Co, Inc  
P.O. Box 2938  
Meriden, CT 06464

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

Submitted on March 5, 2019.

BF-2

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

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Installation & Service Co. Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: \_\_\_\_\_ (seal)

President  
(Title)

(Seal)

Attest: Judy L. Spurgin

Business Address: P.O. Box 2938  
Merida, WY 82644

Phone Number: 307-473-9000

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

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

**BID SCHEDULE**  
**George Tani Drainage Improvements**  
**Project No. 18-068**

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	Total Cost
1	George Tani Drainage Improvements	LS	1	110,620.20	\$ 110,620.20

<p><i>One hundred Ten thousand Six hundred Twenty and 20/100</i></p> <p>TOTAL Base Bid</p>	
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BS-1

ADDENDUM NO. One  
to the  
BIDDING AND CONTRACT DOCUMENTS  
for the  
GEORGE TANI DRAINAGE IMPROVEMENTS

PROJECT NO. 18-068

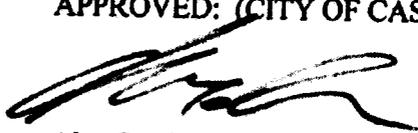
For

CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE: February 29, 2019

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Alex Sveda, P.E.  
Associate Engineer

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

Installation & Service Co, Inc  
Firm

[Signature]  
By: Signature

President  
Title

March 1, 2019  
Date Received

RESOLUTION NO. 19-63

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLATION AND SERVICE COMPANY, INC., FOR GEORGE TANI PARKING DRAINAGE REPAIR, PROJECT NO. 18-068.

WHEREAS, the City of Casper desires to make surface drainage repairs to the parking area for the George Tani Ball Field; and,

WHEREAS, Installation and Service Company, Inc. (ISCO), is able and willing to provide those services specified as the George Tani Parking Drainage Repair, Project No. 18-068; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

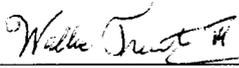
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with ISCO, for those services, in the amount of One Hundred Ten Thousand Six Hundred Twenty and 20/100 Dollars (\$110,620.20).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Ten Thousand Six Hundred Twenty and 20/100 Dollars (\$110,620.20), and Ten Thousand Three Hundred Seventy-Nine and 80/100 Dollars (\$10,379.80) for a construction contingency account, for a total price of One Hundred Twenty-One Thousand and 00/100 Dollars (\$121,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:  
(George Tani Parking Drainage Repair, Project No. 18-068)

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

March 25, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Cindie Langston, Casper Solid Waste Division Manager  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 5 to the Agreement with Caspar Building Systems, Inc., in the Amount of \$65,968.29, for the Baler Building Expansion/MRF, Project No. 13-50

Meeting Type & Date

Regular Council Meeting  
April 16, 2019

Action Type

Resolution

Recommendation

That Council, by resolution, authorize Change Order No. 5 to the agreement with Caspar Building Systems, Inc., in the amount of \$65,968.29 for Baler Building Expansion/MRF, Project No. 13-50.

Summary

Caspar Building Systems, Inc. (Caspar) is currently under contract for construction of the Baler Building Expansion/MRF project. This project consists of a building expansion to the existing baler building, construction of a materials recovery facility, and other miscellaneous site work at several locations at the Casper Regional Solid Waste Facility.

Included in the scope of work for this project is the installation of a dry sprinkler system for the baler building. It has been recommended by Caspar's subcontractor and the Casper Fire Department staff to upgrade the dry sprinkler system to include a nitrogen compressor unit to protect the system from corrosion. A nitrogen compressor was not included in the original design as it was a relatively new technology, and there was not much field data available to demonstrate its effectiveness. Since the original design, it has become apparent that the installation of a nitrogen compressor will increase the service life of the dry sprinkler system. Caspar has proposed \$28,888.00 for installation of a nitrogen compressor unit.

This project includes the construction of a Materials Recovery Facility (MRF) that shares the west side wall of the expanded Baler Building. The scope of the MRF construction did not include the installation of a baler or dock levelers at the MRF facility as it was planned to be installed in a future project. Recently, an agreement was made to procure a baler for the MRF. The MRF building also requires the installation of dock levelers to provide a safe and efficient method to load recovered materials for sale into a transport storage trailer. The city's consultant, Hein/Bond Architects, recommends that the dock levelers be installed during construction. The dock levelers are required because of the varying heights of transfer storage trailers and would require concrete

foundation modifications if installed after construction. Caspar has proposed \$37,080.29 to furnish and install two (2) hydraulic dock levelers.

Change Order #5 has been reviewed and is recommended by Hein|Bond Architects and City staff.

Financial Considerations

Change Order #5 will increase the contract amount by \$65,968.29 and increase the total Contract Amount to \$7,272,452.72. Funding for CO#5 will come from contingency for the project and will reduce the contingency amount to \$109,722.28.

Oversight/Project Responsibility

Hein|Bond Architects

Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments

Resolution

Change Order No. 5 prepared by Hein|Bond Architects.

CITY OF CASPER  
CHANGE ORDER

NO. Five (5)

PROJECT: Baler Building Expansion / MRF, Project 13-50  
DATE OF ISSUANCE: 3/20/2019

OWNER: City of Casper, Wyoming

CONTRACTOR: Caspar Building Systems

ARCHITECT: Hein|Bond

You are directed to make the following changes in the Contract Documents:

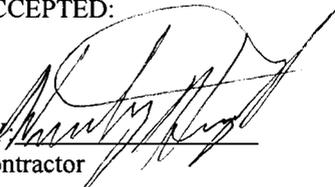
Description:

1. COR 015 – Addition of Nitrogen Compressor Unit for dry fire suppression: add \$28,888.00
2. COR 017-2 – Addition of two hydraulic dock levelers and door seals in the MRF: add \$37,080.29

Attachments: COR 015, COR 017-2

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price:  <u>\$7,030,643.00</u>	Original Contract Time: (days or date) Substantial Completion: July 15, 2019; Final Completion: August 14, 2019
<u>Previous Change Orders No. 1 to 4</u>  <u>\$175,841.43</u>	Net Change from previous Change Orders (days) <u>8</u>
Contract Price Prior to this Change Order:  <u>\$7,206,484.43</u>	Contract Time prior to this Change Order: Substantial Completion: July 23, 2019; Final Completion: August 22, 2019
Net <u>increase</u> change of this Change Order:  <u>\$65,968.29</u>	Net Increase/Decrease of This Change Order (days): <u>0</u>
Contract Price with all approved Change Orders:  <u>\$7,272,452.72</u>	Contract Time with all approved Change Orders: Substantial Completion: July 23, 2019 Final Completion: August 22, 2019

ACCEPTED:

BY:   
Contractor

RECOMMENDED:

BY:   
Architect

APPROVED:

BY: \_\_\_\_\_  
Owner



## Proposal Request

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**PROJECT:** City of Casper  
Baler Building / MRF Expansion

**DATE:** 12/11/18

**CONTRACTOR:** Caspar Building Systems

**CONTRACT DATE:** 04/03/18

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Please submit an itemized proposal for changes in the Contract Sum and/or Time for proposed modifications to the Contract Documents described herein. Submit proposal within 7 days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

---

**DESCRIPTION:** Add Nitrogen Generator and associated components to the Fire Suppression system as referenced in the City of Casper Fire-EMS Review by Jason Parks (dated 10/17/2018).

**ATTACHMENTS:** None.

**REQUESTED BY:** Owner.





# Rapid Fire Protection Inc.

600 E Carlson St, Suite AB – Cheyenne, WY 82009  
Phone: 307.426.4077 - Fax: 307.426.4076



Date: December 13<sup>th</sup>, 2018

Attn: Neal Branon – Caspar Building Systems

Subject: PR 10 – Nitrogen Generator

**Scope:**

1. Provide nitrogen generator per PR 10

**Clarifications:**

1. Our proposal includes 1 ECS wall mount nitrogen generator. (see Submittal)
2. Our proposal includes 3 ECS protector manual vent for dry systems. (see submittal)
3. Our proposal includes 1 ECS protector handheld gas analyzer. (see Submittal)
4. Our proposal includes O&M manual with start-up protocol, commissioning of system and owners training.

**Exclusions:**

1. Our proposal does not include any electrical work, fire alarm system panels, detectors or wiring of any kind. We will provide all components that are needed to complete the fire sprinkler system, however, their complete installation will require an electrician to hook them to the fire alarm system. Generator has options to hook to alarm system if desired, (see submittal)

Our base price is twenty one thousand seven hundred and ten dollars. \$21,710.00)

\*\*Add for 3 PSV-D Smart Vents if desired is two thousand one hundred dollars. +(\$2,100.00)

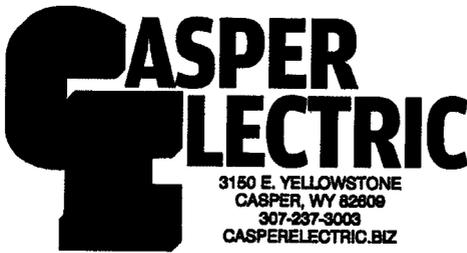
PSV Smart Vents require additional 120 volt power not covered under our scope. See submittal for details.

Sincerely,

Patrick Hudalla  
Rapid Fire Protection, Inc.

Accepted by \_\_\_\_\_

Date \_\_\_\_\_



# CHANGE ORDER

CHANGE ORDER 6

SUBMITTED TO: CASPAR BUILDING SYSTEMS	JOB NAME DRY VENT SYSTEM	DATE 12/27/2018
ADDRESS 1975 OLD SALT CREEK HWY	JOB LOCATION BALER BUILDING	
CASPER, WY 82601	JOB # / PO# VERBAL	DATE OF PLANS
PHONE # 235-5690	FAX #	CONTACT:

CASPER ELECTRIC WILL PROVIDE AND INSTALL WIRING CONNECTIONS FOR DRY VENT SYSTEM AND ALARMS PER PR10 DATED 12/11/2018 AND PER 20 PAGE ECS DRY PIPE NITROGEN EQUIPMENT SUBMITTAL PACKAGE.

NOTE: CASPER ELECTRIC UNDERSTANDS THAT THE EXISTING CIRCUIT FOR THE FIRE SPRINKLER AIR COMPRESSOR WILL BE UTILIZED FOR THE NITROGEN EQUIPMENT PANEL POWER. THIS PROPOSAL IS FOR ADDED CONTROL/POWER WIRING DOWNSTREAM OF THE CONTROL PANEL.

THE PRICE TO DO THE ABOVE JOB WILL BE .....\$1,320.00

THIS PRICE INCLUDES ALL TAXES AND ELECTRICAL PERMITS.

THIS PRICE DOES NOT INCLUDE ANY POWER COMPANY CHARGES OR FEES.

DUE TO FREQUENT FLUCTUATIONS IN THE PRICING OF CONDUIT, WIRE, AND OTHER MATERIALS, THIS PRICE MAY NEED TO BE ADJUSTED TO COMPENSATE FOR ANY INCREASES THAT MAY OCCUR DURING THE COMPLETION OF THIS JOB.

Note: This Change Order becomes part of and in conformance with the existing contract.

We Agree hereby to make the change (s) specified above at this price		\$1,320.00
Date of Agreement <u>12-27-2018</u>	Previous Contract Amount	
Submitted by <u>Ben W. Hansuld</u>	Revised Contract Total	\$1,320.00

Payment to be made as follows: Monthly Progress Payments

Accepted - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature \_\_\_\_\_

Date of acceptance \_\_\_\_\_



## Proposal Request

**PROJECT:** City of Casper  
Baler Building / MRF Expansion

**DATE:** 01/17/19

**CONTRACTOR:** Caspar Building Systems

**CONTRACT DATE:** 04/03/18

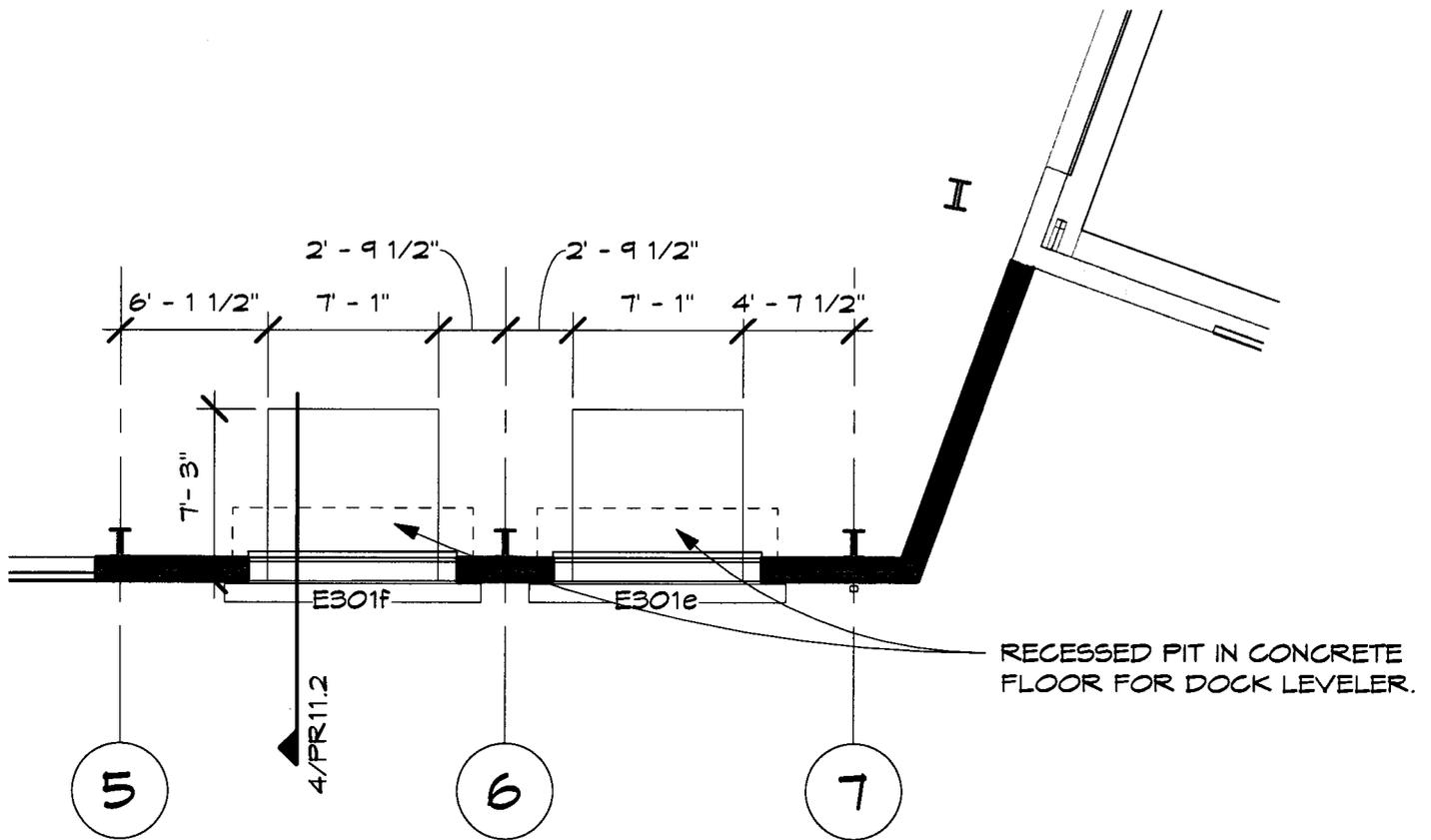
Please submit an itemized proposal for changes in the Contract Sum and/or Time for proposed modifications to the Contract Documents described herein. Submit proposal within 7 days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

- DESCRIPTION:** Add dock levelers and door seals to doors E301E and E301F in the MRF.
- Modify Concrete walls/slab for recessed pit for each door (see attached drawings)
  - Install one dock leveler for each door (see attached specification)
    - Blue Giant Model H6608 or equal
  - Install one door seal for each door
    - Compression seal with adjustable head pad
    - Blue Giant model BGDSA or equal
  - Provide electric power connections for each dock leveler.
    - Homerun via 30A/3P/F/Nema 12 disconnect (2 such, on mounted next to each door) to a new 20A/3P circuit breaker in panel L1 with #12 AWG in a 3/4" conduit. Fuse per equipment nameplate. Interlock with controllers as required.

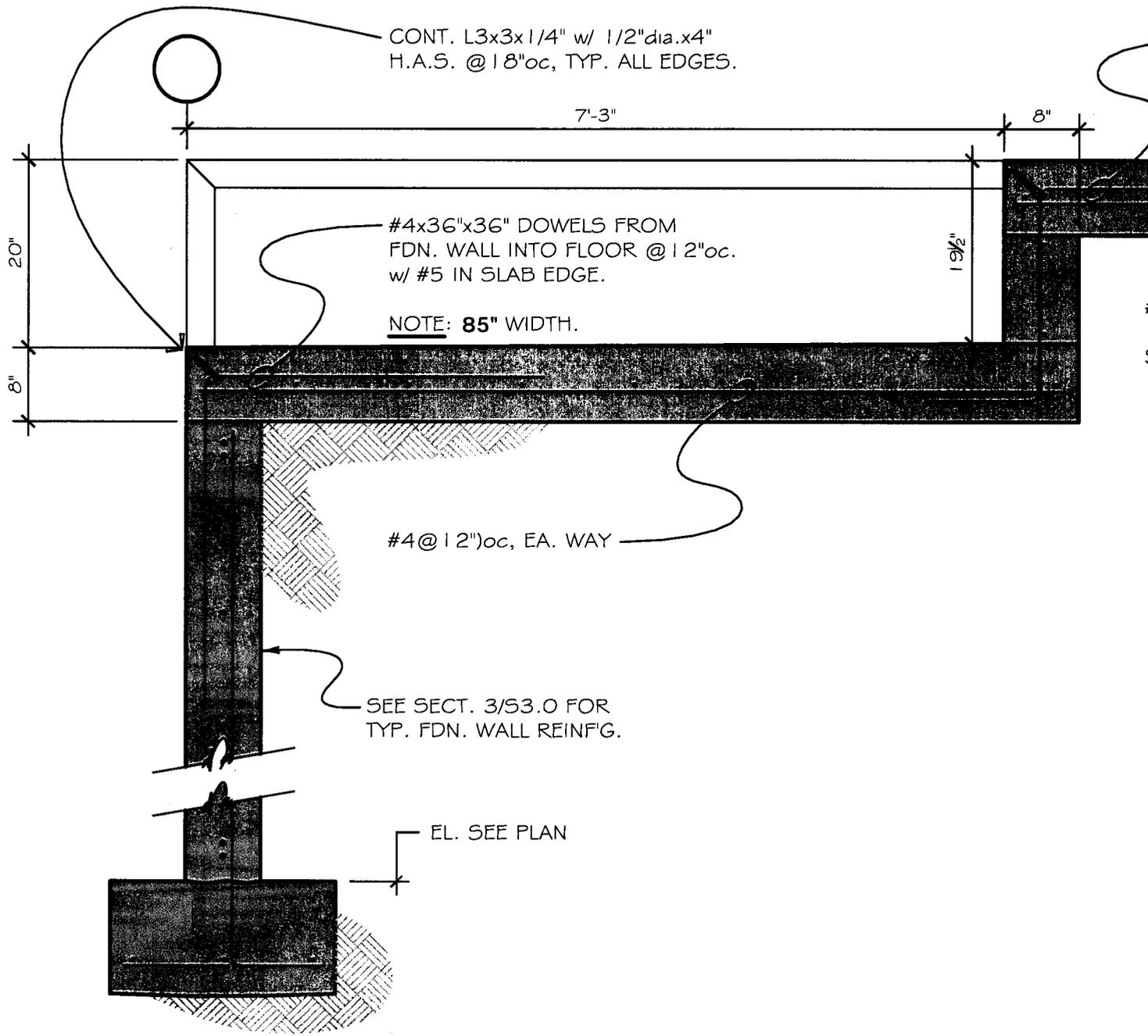
**ATTACHMENTS:** Drawings PR11.1, PR11.2, PR11.3  
Specification Section 111300 – Loading Dock Equipment

**REQUESTED BY:** Owner



**1 MRF DOCK REVISION**  
 1/8" = 1'-0"

CITY OF CASPER BALEFILL EXPANSIONS & REMODEL 1886 NORTH STATION ROAD	Hein   Bond 235 S. David, Ste. D Casper, Wyoming	Date: 12/12/18 Drawn By: JCB
	MRF DOCK DOORS	307.234.3601 www.heinbond.com



CONT. L3x3x1/4" w/ 1/2" dia. x4" H.A.S. @ 18" oc, TYP. ALL EDGES.

7'-3"

8"

20"

#4x36"x36" DOWELS FROM FDN. WALL INTO FLOOR @ 12" oc. w/ #5 IN SLAB EDGE.

19 1/2"

8"

NOTE: 85" WIDTH.

#4 @ 12" oc, EA. WAY

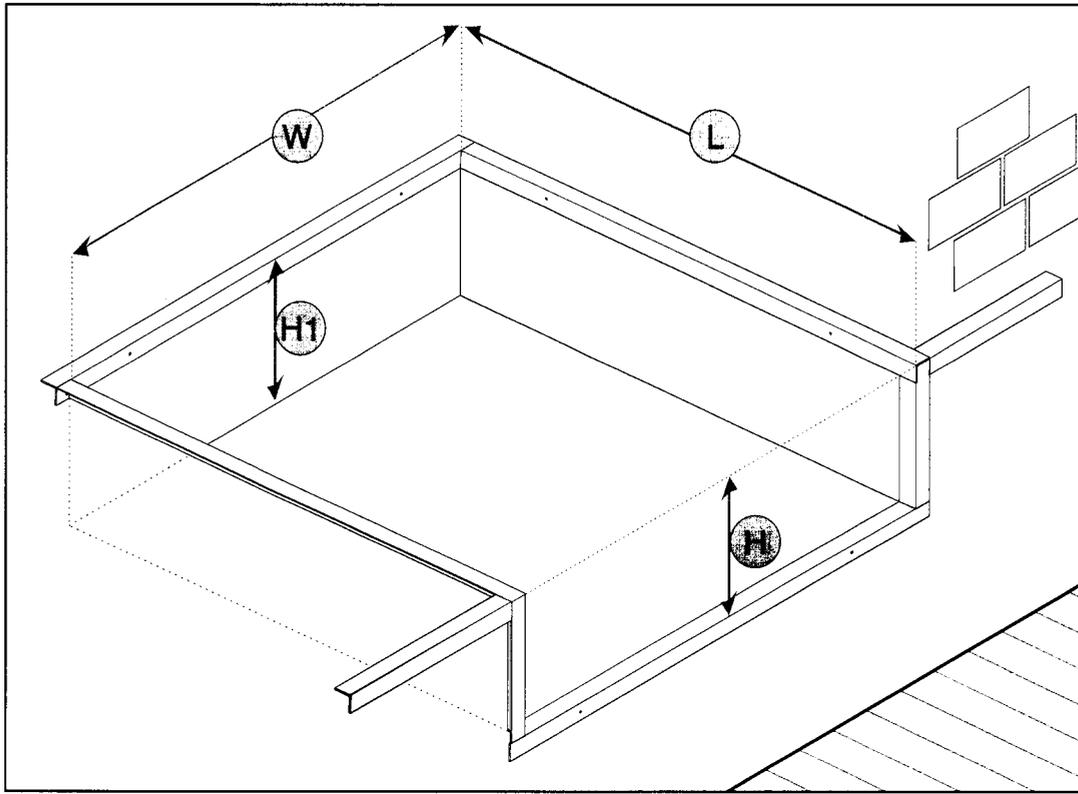
SEE SECT. 3/S3.0 FOR TYP. FDN. WALL REINFG.

EL. SEE PLAN

4

SECTION

3/4" = 1'-0"



**PIT DIMENSIONS**

NOMINAL SIZE		PIT WIDTH (W)		PIT LENGTH (L)	
		in	mm	in	mm
6' x 6'	1829 x 1829mm	74	1880	63	1600
6' x 8'	1829 x 2438mm			87	2210
6' x 10'	1829 x 3048mm			111	2819
6' 6" x 6'	1981 x 1829mm	80	2032	63	1600
6' 6" x 8'	1981 x 2438mm			87	2210
6' 6" x 10'	1981 x 3048mm			111	2819
7' x 6'	2133 x 1829mm	85	2159	63	1600
7' x 8'	2133 x 2438mm			87	2210
7' x 10'	2133 x 3048mm			111	2819
<b>Standard Pit Depth:</b>	<b>Front (H): 20" (508mm)</b>	<b>Rear (H1): 19.5" (495mm)</b>			

SECTION 11 13 00  
LOADING DOCK EQUIPMENT

PART 1 GENERAL

1 SECTION INCLUDES

- 1.A. Loading dock equipment of the following types:
  - 1.A.1. Hydraulic dock levelers.
  - 1.A.2. Control stations.
  - 1.A.3. Dock bumpers.

2 RELATED SECTIONS

- 2.A. Section 03 30 00 - Cast-in-Place Concrete.
- 2.B. Section 05 50 00 - Metal Fabrications.

3 REFERENCES

- 3.A. American National Standards Institute (ANSI):
  - 3.A.1. ANSI MH30.1 - Industrial Loading Dock Boards (Ramps).

4 SUBMITTALS

- 4.A. Section 01 33 26 - Source Quality Control Reporting.
- 4.B. Product Data: For each product specified. Indicate unit dimensions, method of anchorage, and details of construction. Indicate materials and finish, installation details, roughing-in measurements, and operation of unit.
- 4.C. Shop Drawings:
  - 4.C.1. Indicate required opening dimensions, tolerances of opening dimensions, placement dimensions, and perimeter conditions of construction.
  - 4.C.2. Wiring diagrams including location of control stations and disconnect switches.
- 4.D. Assurance/Control Submittals:
  - 4.D.1. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.
  - 4.D.2. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.

5 QUALITY ASSURANCE

- 5.A. Dock Levelers: Conform to requirements of ANSI MH30.1.
- 5.B. Manufacturer Qualifications:
  - 5.B.1. Manufacturer specializing in manufacturing Products specified with minimum 30 years' experience.
  - 5.B.2. Manufacturer to have quality assurance improvement programs and ISO certified.
  - 5.B.3. Manufacturer shall be associated with Loading Dock Equipment Manufacturers (LODEM) setting ANSI standards.
  - 5.B.4. Manufacturers welding procedure compliant with A.W.S.D1.1 specifications.

5.C. Installer Qualifications: Company specializing in performing the Work of this Section with minimum 5 years' experience.

## 6 DELIVERY, STORAGE, AND HANDLING

6.A. Deliver, store and handle materials and products in strict compliance with manufacturer's instructions and recommendations and industry standards. Store materials within absolute limits for temperature and humidity recommended by manufacturer. Protect from damage.

6.B. Store products in manufacturer's labeled packaging until ready for installation.

## 7 WARRANTY

7.A. Warranty: Provide manufacturer's standard warranty.

## PART 2 PRODUCTS

### 8 MANUFACTURERS

8.A. Acceptable Manufacturer: Blue Giant Equipment Corporation, which is located at: 410 Admiral Blvd.; Mississauga, ON, Canada L5T 2N6; Toll Free Tel: 800-872-2583; Tel: 905-457-3900; Fax: 905-457-2313; Email: [marketing@bluegiant.com](mailto:marketing@bluegiant.com); Web: <https://www.bluegiant.com>

8.B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

### 9 HYDRAULIC DOCK LEVELERS

9.A. Hydraulic Dock Levelers: Dock Levelers, Model "H" as manufactured by BLUE GIANT.

9.A.1. Type: Recessed, pit installed hinged dock leveler. Electro-hydraulically operated with independent control of deck and lip complete with hydraulic lip and deck cylinders and rear fixed hinge with 4 inches (102 mm) lateral ramp flex. Pit Depth: Front 20 inches (508 mm) and Rear 19-1/2 inches (495 mm). Deck length includes 16 inches (406 mm) lip.

9.A.1.a. Model H6608: Deck Size - 78 inches (1981 mm) W by 99-1/2 inches (2527 mm) L to suit Pit Size - 80 inches (2032 mm) W by 87 inches (2210 mm) L.

9.A.2. Function:

9.A.2.a. Vertical Travel: Working range of 12 inches (305 mm) above and 12 inches (305 mm) below dock level.

9.A.2.b. Automatic Vertical Compensation: Unit provides float of 12 inches (305 mm) above and 12 inches (305 mm) below dock level.

9.A.2.c. Automatic Lateral Compensation: Leveler shall have deck flex up to 4 inches (102 mm) to compensate for non-level trailer beds. Rear hinge fixed and does not come up above floor level.

9.A.2.d. Lip Operation: Hydraulic lip automatically extends and locks into position. Lip will yield under impact of incoming truck and automatically drop pendant upon truck's departure. The length of the lip extension shall not be less than 16 inches (406 mm) from the ramp edge.

9.A.3. Operation:

9.A.3.a. Hydraulic Operating System: Easy to operate, quiet and smooth cycling. Electro-hydraulic raising and hydraulic lowering of the dock leveler controlled from a remote control station. Includes means of lowering the dock leveler below platform level with lip retracted behind dock bumpers. The loaded ramp's free fall is limited to not over 3 inches (76 mm) by a hydraulic velocity fuse. Unit shall come complete with a 1HP TENV motor. Power pack mounted underneath the deck.

9.A.3.b. Control Station: Remote touch button control station. The Blue Genius Gold Series I is a multiple touch-button control station with constant pressure "DECK", and "LIP" touch buttons. It has a NEMA4X/IP65 (wet and corrosion resistant) rated polycarbonate enclosure. Overall dimensions 11 1/4" L x 7 1/2" W x 5 1/2" D (286 x 191 x 140 mm). For added safety, the control station has a 'STOP' touch button that will

cause the deck and lip to stop in mid-travel when touched. The 'ESC' touch button activates the release function.

- 9.A.4. Rated Capacity:
  - 9.A.4.a. Welding procedure compliant with A.W.S.D1.1 specifications. All units rated in compliance with ANSI MH30.1. ANSI/NFPA70 approved electrical components. Structural deck support to include minimum eight each high-tensile solid steel J-beam members.
  - 9.A.4.b. Rated Capacity: Heavy class (ANSI MH30.1 - 19,000 lb) (8,700 kg).
- 9.A.5. Power: 208V, 20 Amps, 3 Phase.
  - 9.A.5.a. Motors: Enclosed, non-ventilated, 1 HP rated at 110/120V, 60 Hz, single phase.
  - 9.A.5.b. Motors: Enclosed, non-ventilated, 1 HP rated at 208/240V, 60 Hz, single phase.
  - 9.A.5.c. ~~Motors: Enclosed, non-ventilated, 1 HP rated at 208/240V, three phase.~~
  - 9.A.5.d. Motors: Enclosed, non-ventilated, 1 HP rated at 440/480V, three phase.
  - 9.A.5.e. Motors: Enclosed, non-ventilated, 1 HP rated at 575V, 60 Hz, three phase.
  - 9.A.5.f. Motors: Enclosed, non-ventilated, 1 HP rated at 380/415V, 50 Hz, three phase.
  - 9.A.5.g. Motors: Provide motors for unique applications, consult (option).
- 9.A.6. Safety Devices:
  - 9.A.6.a. Toe Guard: Full yellow operating range metal toe guard protection.
  - 9.A.6.b. Cross traffic support - lip engaged in saddles (standard).
  - 9.A.6.c. Corner below level stops (standard).
  - 9.A.6.d. V-grooved dock strut, integral to unit (standard).
  - 9.A.6.e. Lip leading edge, optimized bevel (standard).
  - 9.A.6.f. Clean Pit Frame (standard).
- 9.A.7. Finish and Color:
  - 9.A.7.a. Powder Coated and bake cure, resistant to chemicals, corrosion, and incorporates UV inhibitors to reduce fading of colors (standard).
  - 9.A.7.b. Deck, lip, frame powder coated gray or color as specified.
  - 9.A.7.c. Toe guards powder coated safety yellow as specified by ANSI Z535.1. High visibility OSHA safety striping on stationary side toe guards.
  - 9.A.7.d. Remainder of unit galvanized coated (option).
- 9.A.8. Warranty: Warranties are subject to standard limitations on liability. Consult manufacturer for full details on warranty information and product registration.
- 9.A.9. Standard Accessories:
  - 9.A.9.a. Night Locks. Resist unauthorized entry beneath locked overhead door.
  - 9.A.9.b. 16 inches (406mm) long lip.
- 9.A.10. Oil: Multi Viscosity (temperature range: -41 to 392 degrees F, -41 to 200 degrees C) (standard).
- 9.A.11. Dock Bumpers: Standard, two model DB411 laminated bumpers 14 inches (356 mm) W by 10 inches (254 mm) H by 4.5 inches (114 mm) D.
- 9.A.12. Lip Size: As scheduled and indicated on Drawings.
- 9.A.13. Lip Size: 16 inches (406 mm) long (standard)
- 9.A.14. Tapered Lip for 72 inches (1829 mm) and 78 inches (1981 mm) wide models (option).
- 9.A.15. Features/Accessories: Provide the following optional features/accessories:
  - 9.A.15.a. Side weather seals, safety brush, yellow black zebra striped.
  - 9.A.15.b. Rear weather seals, safety brush, yellow black zebra striped.
  - 9.A.15.c. Foam insulation underside of deck.
  - 9.A.15.d. Auto-Park: Automatic ramp return should the vehicle depart unexpectedly.
  - 9.A.15.e. Assured motion float: 4 inch / 102 mm maintained deck tilt.
  - 9.A.15.f. Dock lip safety barrier: 5 inch / 127 mm steel barrier extending above the deck surface when the dock is not in use, preventing warehouse traffic from rolling off the edge of the dock.
  - 9.A.15.g. Vehicle Restraints.





155 West 2700 South  
Salt Lake City, Utah 84115  
Phone: 801-487-7442  
Fax: 801-487-7445  
Utah License # 380756-5501

## BID PROPOSAL/ESTIMATE

DATE: 3-1-19  
PROJECT: CASPER BALEFILL EXPANSION  
LOCATION: CASPER, WYOMING  
ATTENTION: MR. NEAL BRANON

### CRAWFORD DOOR SALES PROPOSES TO FURNISH AND INSTALL THE FOLLOWING:

- 2 **BLUE GIANT MODEL H 7008-30-MX 7 X 8 PIT STYLE DOCK LEVELER.**  
HYDRUALIC OPERATION.  
30,000 LBS CAPACITY.  
LAMINATED BUMPERS.  
16" LIP.  
INSULATION.  
NIGHT LOCKS.  
LIP BARRIER.  
WEATHER SEALS.



**BASE BID AMOUNT: \$27,679.00**

### OPTION TWO

- 2 **BLUE GIANT MODEL H 7008-30-MX 7 X 8 PIT STYLE DOCK LEVELER.**  
HYDRUALIC OPERATION.  
30,000 LBS CAPACITY.  
LAMINATED BUMPERS.  
16" LIP.  
INSULATION. (DELETED)  
NIGHT LOCKS.  
LIP BARRIER. (DELETED)  
WEATHER SEALS.

**BASE BID AMOUNT: \$18,500.00**

**INSTALLATION:** By Crawford Door Sales to your prepared opening. Jambs, header and center pads (if necessary) built to the proper dimensions and structural requirements. Our standard workers compensation and general liability insurance apply. If endorsement adding waiver of subrogation or primary wording is requested an additional charge may be required. The scope of work, terms, and conditions stated in this proposal are incorporated by reference, and shall take precedence. Our standard labor warranty is one (1) year from time of substantial

completion of our work, plus manufacturer's standard material warranty. Bonding rate is 2.5% up to \$2,000,000, and is not included unless noted.

EXCLUSIONS: We exclude any and all electrical wiring, wiring material and labor (primary and low voltage), as well as the placement of all accessories such as pushbutton stations, photo eyes, etc. Finish painting by others. Taxes excluded unless otherwise specified.

TERMS: NET 30 Days with approved credit, otherwise COD. A service charge of 1 ½% per month, which is an annual rate of 18% will be charged on all past due accounts. Purchaser agrees to pay all cost and expenses. Including reasonable attorney's fees in the event collection becomes necessary.

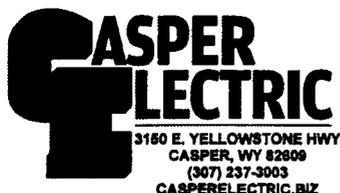
This proposal is subject to change if not accepted within 30 days of the above date, or written acceptance of this proposal.

By: Doug Phillips Estimator  
Email:dphillips@cdc-slc.com

ACCEPTANCE OF PROPOSAL

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



# CHANGE ORDER

CO# 7R1  
 Date: 2/1/2019  
 Project Name: Baler Building  
 Project Number: 18-0155  
 Contract #: 26-A  
 Page Number: 1

Client Address:

**Caspar Building Systems**  
 1975 Old Salt Creek Highway  
 Casper, Wyoming 82601

## Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 30 days from date of receipt.

We request a time extension of 0 days.

Casper Electric will provide and install electrical only per PR #11 dated 1-17-2019.

## Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
3/4" EMT CONDUIT	240	72.81 C	174.74	5.50 C	13.20
3/4" EMT STL COMP CONN	4	24.86 C	0.99	10.00 C	0.40
3/4" EMT STL COMP CPLG	28	31.46 C	8.81	0.00 E	0.00
3/4" EMT STRUT CLAMP	28	165.06 C	46.22	5.10 C	1.43
3/4" EMT C SET SCREW	2	1,219.95 C	24.40	0.35 E	0.70
3/4" NEOPRENE GASKET	2	184.25 C	3.69	0.05 E	0.10
3/4" GRC (GALV)	40	202.24 C	80.90	5.45 C	2.18
3/4" LT FLEX	10	104.91 C	10.49	4.95 C	0.50
3/4" LT STRAIGHT CONN	2	299.44 C	5.99	17.00 C	0.34
3/4" LT 90 DEG CONN	2	495.03 C	9.90	17.00 C	0.34
BELL BOX	2	1,177.92 C	23.56	0.30 E	0.60
IN USE COVER	2	15.00 E	30.00	0.03 E	0.06
#12 THHN	1,400	0.11 E	154.00	5.13 M	7.18
P-3300 7/8" STRUT	10	676.05 C	67.61	8.00 C	0.80
FRN FUSE	6	15.00 E	90.00	0.00 E	0.00
30A/3 NEMA 12 DISCONNECT	2	530.00 E	1,060.00	2.00 E	4.00
20A/3 GE BOLT-IN BREAKER	1	194.00 E	194.00	1.00 E	1.00
MISC. HARDWARE	1	20.00 E	20.00	0.00 E	0.00
INTERLOCK W/ CONTROLLER	2	100.00 E	200.00	4.00 E	8.00
<b>Totals</b>	<b>1,784</b>		<b>2,205.29</b>		<b>40.83</b>

## Summary

General Materials		2,205.29
Material Tax (@ 5.000 %)		110.26
<b>Total Material</b>		<b>2,315.55</b>
Electrician (40.83 Hrs @ \$75.00)		3,062.25
Foreman @25% (10.21 Hrs @ \$85.00)		867.85
Overhead (@ 10.000 %)		624.57
Markup (@ 5.000 %)		343.51

ORIGINAL  
253

# CHANGE ORDER

CO# 7R1  
Page Number: 2

## Summary (Cont'd)

Subtotal	7,213.73
Final Amount	<u>\$7,213.73</u>

## CONTRACTOR CERTIFICATION

Name: Ben Hansuld  
Date: 2-1-2019  
Signature: [Signature]

I hereby certify that this quotation is complete and accurate based on the information provided.

## CLIENT ACCEPTANCE

CO#: 7R1  
Final Amount: \$7,213.73  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Change Order #: \_\_\_\_\_

I hereby accept this quotation and authorize the contractor to complete the above described work.

RESOLUTION NO.19-64

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 5 TO THE AGREEMENT WITH CASPAR BUILDING SYSTEMS, INC., FOR THE BALER BUILDING / MRF EXPANSION, PROJECT NO. 13-50

WHEREAS, the City of Casper desires to modify the scope of work for the Baler Building/MRF Expansion, Project No. 13-50; and,

WHEREAS, Caspar Building Systems, Inc., is able and willing to provide those services specified as Change Order No. 5 to the agreement for modifications to the project scope of the Baler Building / MRF Expansion, Project No. 13-50; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 5 to the agreement with Caspar Building Systems, Inc., to modify the scope of work for the Baler Building/MRF Expansion, Project No. 13-50, in the amount of Sixty-Five Thousand Nine Hundred Sixty-Eight and 29/100 Dollars (\$65,968.29).

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, for a total contract amount of Seven Million Two Hundred Seventy-Two Thousand Four Hundred Fifty-Two and 72/100 Dollars (\$7,272,452.72).

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

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

April 9, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: John Henley, City Attorney *J.H.*  
Wallace Trembath, Deputy City Attorney *W.T.*  
SUBJECT: A Resolution to Approve a Contract for Professional Services with the Casper Area Economic Development Alliance, Inc. for Assistance with Grant Funding

Meeting Type & Date

Regular Council Meeting, April 16, 2019

Action type

Resolution

Recommendation

That Council consider approval or denial of the above referenced Contract for Professional Services ("Contract").

Summary

On March 12, 2019, a proposal was submitted at a Council Work Session from the Casper Area Economic Development Alliance, Inc. ("CAEDA") that requested \$10,000 from the City. The purpose is to hire a consultant to assist with identifying and pursuing grant funding in four State of Wyoming and United States Treasury designated Opportunity Zones in the Casper Metro Area. Council asked staff to proceed with drafting a contract to provide the funding that CAEDA requested.

On April 3, 2019, CAEDA provided a scope of work with deliverables for the proposed contract.

Council may consider the scope of services and other terms and conditions of the contract, and decide whether or not to approve it.

Financial Considerations

\$10,000.

Oversight/Project Responsibility

Liz Becher, Community Development Department

Attachments

Resolution  
Contract

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 16th day of April, 2019, by and between the following parties:

1. The City of Casper, Wyoming ("City"), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601
2. Casper Area Economic Development Alliance, Inc. ("Consultant"), 300 S. Wolcott, Suite 300, Casper, Wyoming 82601.

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

### RECITALS

A. The City, Mills, and Natrona County want to identify and apply for grant funding in four (4) State of Wyoming and United States Treasury designated Opportunity Zones in the Casper Metro Area.

B. The project requires professional services for developing a written strategic plan to identify the best resources for project implementation and recommendations on how to pursue grant funding, plus other services as further described in *Scope of Services* section below.

C. The total cost for professional services for the City, Mills and Natrona County is Fifty Thousand Dollars (\$50,000), Ten Thousand Dollars (\$10,000) of which will be funded by the City.

D. The Consultant has agreed to and covenants that it has the funds to pay the remaining Forty Thousand Dollars (\$40,000) of funding for the professional services in jurisdictions other than the City.

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

**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 contract with Sustainable Strategies DC ("S2") to provide and/or perform the following services:

**A. *Client Suite of Services:***

1. *General Description:* Provide a suite of services designed to keep the City out ahead of federal, state, and philanthropic funding opportunities, as well as engaged in key policy issues that impact similarly situated municipalities. This will include a weekly newsletter that advises the City of upcoming grant opportunities, as well as alert memos that include detailed information about funding announcements, white papers on relevant federal policy changes, and opportunities to weigh in on issues of importance to local governments. Consultant or S2 will be on-call to provide strategic consulting and advice on project development to competitively position Casper for resource leveraging.

2. *Deliverables:*

- a. Weekly spotlight newsletter and bi-monthly client alert memos about new funding opportunities sent to designated representatives from the City of Casper;
- b. On-call availability for advising the City of Casper about funding for projects and project development; and,
- c. On an ongoing basis, provide strategic consulting services designed to assist the City in advancing progress on priority projects (as designated in the Resource Roadmap below).

**B. *Funding Needs Assessment:***

1. *General Description:* Consultant will have Andy Seth (S2 President) and Ashley Badesch (S2 Principal) spend two days in Casper conducting a series of meetings with key stakeholders from the City of Casper to assess priority needs for funding for economic development, transportation, brownfields redevelopment, resiliency, public safety, arts and culture, and other community revitalization. To prepare for this meeting, Consultant will reach out to each team to compile a list of the right people to have at the table for each meeting, and request that the City share relevant plans (capital, area-wide, project-specific) for review before the visit to maximize the productivity of the two-day agenda.

2. *Deliverables:* S<sup>2</sup> trip to Casper with 2-3 hour meetings with designated representatives from the City on April 16 and 17, 2019, or such other time as the parties may all agree to in writing.

**C. *Greater Casper Resource Roadmap:***

1. *General Description:* The Funding Needs Assessment will inform the development of a Greater Casper Resource Roadmap that aligns community funding

needs with federal, state, and philanthropic funding opportunities and incentives, as well as providing a written strategy for organizing around effective resource advocacy. The Resource Roadmap will identify the projects throughout the City that are best positioned to obtain competitive grant resources due to catalytic potential, strong public backing, matching commitment, and capacity for leveraging. The Roadmap will include a funding matrix that describes key information for each funding opportunity, including eligible uses of funds, typical funding ranges, required matching and leveraging levels, deadlines, key competitiveness factors, and points of contact. The Roadmap will outline actionable steps that the City may follow to fund and implement priority projects most effectively.

2. *Deliverables:*

- a. Resource Roadmap with overall funding strategy recommendations and individual sections focused on the City of Casper by May 31, 2019; and,
- b. Presentation of Resource Roadmap by conference call with designated representatives the City of Casper will be scheduled for June 2019.

D. *Grant-Writing & Advocacy Assistance:*

1. *General Description:* Consultant will have S2 prepare and submit one grant applications for the City to state, federal, and/or philanthropic funding opportunities that are identified within the Resource Roadmap as aligning with the community's priority needs. For each grant proposal, Consultant will have S2:

- a. Prepare a memo outlining the steps the stakeholders must take to gather the appropriate information for the proposal (data, maps, photos, attachments, etc.);
- b. Prepare a briefing sheet and template letters of support for distribution to project supporters;
- c. Develop the grant narrative and compile all relevant attachments; and,
- d. Develop and implement an advocacy strategy for securing support from relevant agency and elected officials.

2. *Deliverables:* Prepare and submit one grant application for a priority project selected by the City of Casper by April 2020.

**E. Casper Leaders' Washington D.C. Trip:**

1. *General Description:* In addition to advocacy on a per project basis, Consultant, coordinating with S2, will plan a trip for representatives of the City to meet with federal agency officials and the Wyoming Congressional delegation to build relationships and support for Casper's projects and pending or planned funding applications. This will include compiling briefing sheets, developing talking points, and setting up and attending meetings. ***Travel expenses for the participants will be the responsibility of each participating jurisdiction.***

2. *Deliverables:*

- a. Arrange meetings with the Congressional Delegation and key agency officials (early fall 2019 recommended) to be mutually agreed upon by designated attendees from the City of Casper); and,
- b. Prepare and provide briefing materials for the City, at least one-week ahead of the trip, to highlight priority projects for the trip.

**F. Opportunity Roadmap Zone Implementation:**

1. Consultant will have S2 provide strategic consulting services and support to implement the ten step approach recommended in the Casper Opportunity Zone Roadmap. This will include:

- a. Assistance with developing and disseminating briefing/prospectus materials on up to four key projects from within the four designated OZs;
- b. Keeping the City up-to-date and engaged with developments on OZ regulations and facilitating the ability for the City to weigh in at the federal level on key regulatory issues such as use of Opportunity Funds on brownfields;
- c. Putting the City in touch with expert tax and/or legal advisors to help structure deals or to set up local Opportunity Funds;
- d. Promoting the City as an OZ showcase community, which will include introducing the City to the national leaders in the OZ arena;
- e. Strategically distributing marketing materials to local, regional, and national funds and developers;
- f. Identifying regional and national OZ events for the City to attend to promote projects;

- g. Assistance with hosting the City OZ “Deal Makers Forum”; and,
- h. Assistance with identifying additional public sector resources and incentives to layer into the capital stack.

2. *Deliverables:* The above services are designed to promote Opportunity Fund investment in the Opportunity Zones located in Casper.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 15th day of April 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Ten Thousand Dollars (\$10,000).

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.

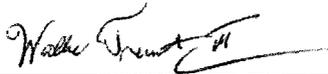
The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

7. CITY POINT OF CONTACT:

Liz Becher, the City's Community Development Director, will be the primary point of Contact for the Consultant unless and until the City Manager appoints someone different, and notifies the Consultant in writing.

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONSULTANT

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

  
\_\_\_\_\_

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

Kermit Wille  
President

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

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

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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 other than S2 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.

RESOLUTION NO.19-65

A RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL SERVICES WITH THE CASPER ECONOMIC DEVELOPMENT ALLIANCE, INC., FOR ASSISTANCE WITH GRANT FUNDING.

WHEREAS, the City of Casper ("City"), Mills, and Natrona County want to identify and apply for grant funding in four State of Wyoming and United States Treasury designated Opportunity Zones in the Casper Metro Area; and,

WHEREAS, the project requires professional services for assistance with potential grant funding as further described in the Contract; and,

WHEREAS, the total cost for professional services for the City, Mills and Natrona County is Fifty Thousand Dollars (\$50,000), Ten Thousand Dollars (\$10,000) of which will be funded by the City; and,

WHEREAS, the Casper Area Economic Development Alliance, Inc. and/or other entities will provide the remaining \$40,000 of funding for the professional services in jurisdictions other than the City; and,

WHEREAS, the Casper Area Economic Development Alliance, Inc., represents that it is ready, willing, and able to provide the professional services to the City as required by the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest the Contract for Professional Services with the Casper Area Economic Development Alliance, Inc.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

April 1, 2019

MEMO TO: J. Carter Napier, City Manager *jen*  
FROM: Keith McPheeters, Chief of Police *KMP 201*  
Jeremy Tremel, Lieutenant *jt*  
SUBJECT: Authorize the purchase of Secure Digital Forensic Imaging Equipment and Software (SDFI) for use by the Police Department and Wyoming Medical Center in the Total Amount of \$38,625.00.

Meeting Type & Date:  
Regular Council Meeting  
April 16, 2019

Action type:  
Minute Action

Recommendation:

That Council, by minute action, authorize the purchase of Secure Digital Forensic Imaging Equipment and Software (SDFI) Forensic Imaging Equipment and Software for Use by the Police Department and Wyoming Medical Center in the Total Amount of \$38,625.00.

Summary:

The Casper Police Department is responsible for investigating criminal activity that occurs within its jurisdiction. Sexual assaults, intimate partner violence (IPV), child abuse, and other felony level persons' crimes require evidence to be collected from the victims' person. Evidence from these types of crimes is collected through medical documentation from medical providers as well as thorough photo-documentation collected by officers and medical personnel.

In 2015, the Casper Police Department received a federal grant through the International Association of Chiefs of Police (IACP) titled Enhancing Law Enforcement Response to Victims (ELERV). Through that grant, the Department identified several areas where improvements could be made to help victims. One area the Department chose to focus its attention was sexual assault investigations. Specifically, it was determined that better photographic evidence could be obtained with the use of better equipment.

SDFI is an industry leader working with both law enforcement agencies as well as medical providers to ensure exceptional forensic photo-documentation of injuries sustained as the result of physical violence including, sexual assaults, IPV, child abuse, and other suspicious injuries. Their system combines physical equipment, software, and training to help law enforcement and medical providers capture the best possible photographic evidence. While there are other solutions that address each aspect of SDFI's photo-documentation needs individually, SDFI is the only solution

that combines all aspects related to photographic evidence of physical violence. For this reason, the Casper Police Department has chosen SDFI for a sole source purchase of their system. The SDFI system is currently being used in other Wyoming Communities to ensure best practices related to sexual assault investigations.

The Casper Police Department applied for, and received funds through the Wyoming Department of Victim Services to purchase the SDFI system. Once purchased, the SDFI camera system will be located at the Wyoming Medical Center to be used by both officers and Sexual Assault Nurse Examiners to document evidence in criminal investigations.

Financial Considerations:

This purchase would be reimbursed through the State of Wyoming Department of Victims Services FY2019 grant. There is no financial impact to the City of Casper as there is no match required.

Oversight/Project Responsibility:

Jeremy Tremel, Lieutenant

Attachments:

No attachments.