COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, July 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 JULY 2, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JULY 12, 2019

4. CONSIDERATION OF MINUTES OF THE JULY 2, 2019 EXECUTIVE SESSION – PERSONNEL AND PROPERTY ACQUISITION

5. CONSIDERATION OF BILLS AND CLAIMS

   a. Conflict Claims

6. COMMUNICATIONS

   A. From Persons Present

7. ESTABLISH DATE OF PUBLIC HEARINGS

   A. Consent

      1. Establish August 6, 2019, as the Public Hearing Date for Consideration of:

         a. **Rezone** of Lots 25-26, Block 8, East Burlington Addition, From M-1 (Limited Industrial) and C-2 (General Business), to Entirely C-2 (General Business), Located at **442 North Lennox**.

         b. **Zone Change** of the **Former North Casper Elementary School**, on Lots 51-69 and 151-169, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, and Vacated alley Adjacent to Lots 51 through 64 and Lots 151 through 164, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, being also described as the North 350 Feet of the alley within Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, from Ed (Educational District) zoning to C-2 (General Business), located at **1014 Glenarm Street**.

         c. Ordinance Amending Chapter 10.72 – Article I. – **Parades** of the Casper Municipal Code.

         d. Ordinance Amending Chapter 8.04 – **Businesses Affecting Public Health** of the Casper Municipal Code.

8. THIRD READING ORDINANCES

   A. Approving a **Plat Creating Fleming Addition** to the City of Casper, and Approving the Subdivision Agreement for said Addition.

      1. Communications from Persons Present

   B. **Rezoning** of Block 60, Lot 9, and N. 20' of Lot 10; and Block 60, West 1/2 of Lots 10-12, Exc. N. 20' of Lot 10, Casper Addition, Located Directly East of the New Rescue Mission, on Lots Currently Addressed as **221 & 227 North Park Street**.

      1. Communications from Persons Present

9. SECOND READING ORDINANCES

A. Amending Section 17.12.124 of the Casper Municipal Code Pertaining to **Wireless Communication Facilities**.

1. Communications from Persons Present

B. Amending Subparagraphs 10.36.031(D)(2)(b)(ii), (iv) and (v) of the Casper Municipal Code Regarding **Mobile Vendor Parking**.

1. Communications from Persons Present

10. RESOLUTIONS

A. Consent

1. Approving the **Vacation and Replat** Lots 1, 2 and 3, Block 75, Casper Addition, and Parcels Described in Instruments # 551531 & 551532, City of Casper, Natrona County, Wyoming, Located in a Portion of the NE1/4 of the NE1/4, Section 9, T.33 N. – R.79 W., 6th P.M., to Create the **ANB Bank Addition,** and Associated Subdivision Agreement.

2. Approving the Creation of a **Disability Council for the City Council**, Adopting the Bylaws and Appointing the Officers and Members.

3. Authorizing an Agreement with **Chalk Buttes Landscaping, Inc**., in the Amount of $105,732.47, for the **Highland Park Cemetery Irrigation Improvements 2019 Project**.

4. Authorizing a Contract for Professional Services with **WLC Engineering** and Surveying, in the Amount of $54,700, for the **Morad Park to Walmart Trail**.

5. Authorizing an Agreement with **Grizzly Excavating & Construction, LLC**, in the Amount of $95,248, for the **5th & Beech Sanitary Sewer Replacement Project**.

6. Authorizing the Purchase of the **Critical Incident Management-BowMac System** for Unit Command Training from **BowMac Educational Services/RSI**, in the Amount of $86,250.

11. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of One (1) **One-ton Pickup with Dump Body** and Accessories, from **Fremont Motors**, Casper, Wyoming, to be Used in the Cemetery Section of the Parks and Recreation Department, in the Total Amount of $48,451.

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

13. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL & SECURITY

14. ADJOURNMENT

Upcoming Council meetings

Council meetings
6:00 p.m. Tuesday, August 6, 2019– Council Chambers
6:00 p.m. Tuesday, August 20, 2019 – Council Chambers

Work sessions
4:30 p.m. Tuesday, July 23, 2019 – Council Meeting Room
4:30 p.m. Tuesday, August 13, 2019– Council Meeting Room

ZONING CLASSIFICATIONS

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

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

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, July 2, 2019. Present: Councilmembers Bates, Freel, Hopkins, Huber, Johnson, Lutz, and Mayor Powell. Absent: Councilmembers Pacheco and Walsh.

Moved by Councilmember Huber seconded by Councilmember Hopkins, to, by minute action, excuse the absence of Councilmembers Pacheco and Walsh. Motion passed.

2. PLEDGE OF ALLEGIANCE

Citizen Paul Paad led the audience in the Pledge of Allegiance. Mayor Powell requested a moment of silence to honor recently passed City staff members Scott Low and Brad Menzel and Korean War Veteran Corporal DeMaret Marston Kirtley.

3. MINUTES

Moved by Councilmember Johnson, seconded by Councilmember Freel, to, by minute action, approve the minutes of the June 18, 2019, regular Council meeting, as published in the Casper-Star Tribune on June 25, 2019. Motion passed.

4. BILLS & CLAIMS

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

Bills & Claims 07/02/19

71Construction	Projects	$5,035.35
ABaedke	Reimb	$87.14
AllansConcrete	Services	$4,700.00
AllianceElec	Services	$388.75
AMBI	Services	$1,195.99
Ameritech	Services	$4,065.83
AndrnHunt	Services	$175,657.93
AquaSmrt	Goods	$107,010.00
ArrowheadHeating	Services	$525.53
AtlntcElect	Services	$4,827.65
Balefill	Services	$149,370.60
BankOfAmerica	Goods	$350,550.31
BarDSigns	Goods	$1,560.00
BHEnergy	Services	$19,961.29
Brenntag	Goods	$21,357.00
BRodrick	Refund	$29.69
BSorteberg	Refund	$28.36

BWilladson	Reimb	$71.39
Carefrontations	Speaker	$4,488.00
Caselle	Services	$75.00
CasparBuildSystems	Services	$551,713.40
CasperElectric	Services	$200.00
CasperPubSafetyComm	Services	$533.60
CasperPubUtilities	Services	$144.06
CATC	Funding	$5,620.00
Centurylink	Services	$1,324.31
ChildrensAdvocacyProject	Funding	$20,000.00
CIGNA	Services	$11,972.87
CityofCasper	Services	$1,250.00
CivilEngineeringProfessionals	Projects	$1,698.75
CommTech	Goods	$9,681.37
Comtronix	Services	$1,616.99
CowdinCleaning	Services	$170.00
CrimeSceneInfo	Services	$109.87
CRustenhoven	Refund	$14.03
CsprPD	Funding	$1,023.59
D&LSandersConcrete	Services	$5,250.00
DavidsonMech	Goods	$18,830.00
Dell	Goods	$8,361.76
DeltaDental	Services	$42,405.20
DesertMtn	Goods	$5,266.45
DHallford	Refund	$9.47
DPCIndustries	Goods	$7,039.62
EngDsgnAssoc	Services	$250.00
EnvisionElect	Services	$303.00
EstlndDvlpmnt	Reimb	$1,775.00
FirstData	Services	$4,036.46
FirstInterstateBank	Services	$2,510.00
FirstVetSupply	Goods	$306.96
FmlyJrnyCtr	Services	$2,590.32
Galls	Uniforms	$5,211.46
GeosyntecConsult	Consult	$5,471.87
Glf&SprtSol	Supplies	$15,778.91
GolderAssociates	Services	$6,735.18
GSGArchitecture	Services	$5,937.50
HghCntryFab	Refund	$60.00
Hitek	Services	$4,112.00
Homax	Goods	$369.25
Innovative Data	Services	$31,280.00
Installation&Svc	Projects	$108,578.04

JAppleseed	Refund	$37.32
JAStovall	Refund	$29.94
JChadTraining	Services	$400.00
JJones	Reimb	$36.73
JKGarlickJr	Services	$1,188.73
JSandoval	Refund	$44.56
JStowers	Reimb	$82.76
JTLGroup	Services	$54,981.31
JWilhelm	Reimb	$269.75
KFelt	Reimb	$421.00
KubwaterResources	Goods	$5,618.85
KWilliams	Speaker	$2,200.00
L Fleetwood	Reimb	$86.50
LBerg	Reimb	$62.95
LimmerRoof	Reprs	$44,028.00
LisasSpicnSpan	Services	$580.00
LnclnNtlLife	Services	$281.40
LWood	Reimb	$740.70
McMurryReadyMix	Goods	$1,606.25
MidlndImp	Parts	$24,588.00
Motorola	Services	$154,134.82
Nalco	Supp	$31,982.40
NCHealthDept	Funding	$45,000.00
NCSheriffsOffice	Funding	$121,675.05
NKaiser	Reimb	$1,347.48
Nlsn/GaardCnslt	Services	$4,447.85
NorthParkTransport	Services	$114.68
NrthrnLghtsMfg	Services	$12,340.00
PeakGeosolutions	Services	$6,338.48
Pelicancorp	Services	$2,248.94
PepperTank	Goods	$75.00
Pepsi	Goods	$1,140.00
PlatteRiverParkwayTrust	Funding	$50,000.00
PostalPros	Services	$8,173.15
Printworks	Supp	$293.67
Rbbrcycle	Services	$19,995.00
RegionalWater	Services	$32,200.00
RFlood	Refund	$6.57
RMBarnes	Refund	$204.71
RockyMtnPower	Services	$159,141.77
RotaryClub	Dues	$254.00
RSzekely	Reimb	$290.50
SaltusTech	Goods	$308.00

SDFITelmdcn	Services	$36,250.00
SheetMetalSpec	Goods	$14,212.00
SkylineRanches	Services	$91.83
Smarsh	Services	$1,831.50
SStockero	Reimb	$50.74
Stateline7	Services	$5,657.50
StealthPartnerGroup	Services	$49,644.59
SummitElectric	Services	$72.96
SWL	Services	$665.50
TopOffice	Goods	$139.00
TramSpprt	Services	$265.30
TretoConst	Services	$254,284.91
Tweed'sWholesale	Goods	$1,386.36
Unifrms2gear	Supplies	$9,768.90
UrgentCare	Services	$152.00
UW	training	$6.26
VisionServicePlan	Services	$1,093.60
WAhrndt	Reimb	$100.00
WardwellWater&Sewer	Services	$14.32
WBohman	Reimb	$427.15
WenckAssoc	Services	$2,262.23
WERCSCommunications	Services	$1,507.28
WestlandPark	Services	$1,508.04
WestPlainsEngineering	Services	$2,002.50
WorthingtonLenhart&Carpenter	Services	$15,053.65
WstrnStsFire	Supp	$13,344.05
WYDOT	Services	$117.79
WyNotaryDivision	Goods	$30.00
WyPowerWash	Services	$1,301.32
		$2,942,765.20

5. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Craig Sheets, regarding various safety issues; Dr. Al Hewsted, regarding legalities involving the recent motorcycle parade; Jessica Rodgers, 2850 E. 7th, also regarding the motorcycle parade; Paul Paad, 2781 Cherokee, also regarding the parade; Keith Goodenough, 333 S. Socony, regarding 1% allocations, the funding of religiously affiliated entities with public money, and the Masterson House; and Mileage Mike Harrison, 742 N. Jefferson, also regarding the parade.

6. PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the ordinance amending the Municipal Code pertaining to wireless communication facilities.

City Attorney Henley entered one (1) exhibit: correspondence from John Henley to J. Carter Napier, dated June 24, 2019. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving the wireless communication facilities, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 22-19

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

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

7.A ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 13-19

AN ORDINANCE AMENDING SECTION 17.12.150 OF THE CASPER MUNICIPAL CODE PERTAINING TO SITE PLANS.

WHEREAS, the City Council of Casper, Wyoming, has determined that certain subsections of Section 17.12.150 are currently outdated and contradictory with other subsections of Section 17.12.150.

WHEREAS, the City Council wishes to make the code comprehensible and easy to comply with.

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

Section 1:

That paragraph D sub paragraph 1 of Section 17.12.150 of the Casper Municipal Code shall be amended to read as follows:

D. Site Plan Approval Criteria. A site plan shall be approved if the site plan is found to satisfy the standards of this title, including the following:

1. Be compatible with the goals and policies of all plans currently adopted by the council.

Section 2:

That paragraph H of Section 17.12.150 of the Casper Municipal Code shall be amended to read as follows:

H. City Council Review. Site plan applications for new multi-family developments, public buildings, commercial buildings, industrial buildings, or churches with a ground floor area in excess of forty-three thousand five hundred sixty square feet must be approved by both the planning and zoning commission and the council pursuant to the procedure below. If the ground floor of any addition to one of the above -listed developments, buildings or churches is in excess of forty-three thousand five hundred sixty square feet, it requires approval by both the planning and zoning commission and the council pursuant to the procedure below; otherwise, if the ground floor of the addition itself (not the resulting square footage of the building after constructing the

addition) is forty-three thousand five hundred sixty square feet or less, only administrative approval is required.

Section 3:

This ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the 4th day of June, 2019.

PASSED on 2nd reading the 18th day of June, 2019.

PASSED, APPROVED, AND ADOPTED on third and final reading 2nd day of July, 2019.

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

7.B ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 14-19

AN ORDINANCE AMENDING SECTIONS 17.52.100 AND 17.52.110 OF THE CASPER MUNICIPAL CODE ABOUT PUD APPROVAL.

WHEREAS, the City Council of Casper, Wyoming, has determined that Sections 17.52. 100 and 17.52.110 of the Casper Municipal Code need to be amended to correct scrivener's errors and harmonize those Sections; and,

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

Section 1:

That the heading of Section 17.52. 100 shall be changed to read as follows:

17.52. 100 - Approval for PUD's from one to twenty residential units, and commercial and industrial PUD's from 20,000-43,560 square feet of building area.

Section 2:

That paragraph (A) of Section 17.52.100 of the Casper Municipal Code shall be amended to read as follows:

A. The commission shall have authority to approve a site and development plan for an existing PUD of not more than twenty residential units, or commercial and industrial PUD's from twenty thousand square feet to forty-three thousand five hundred and sixty square feet in building area. The procedure for approval shall be as set forth in Section 17.52.110.

Section 3:

That paragraphs (A) and (B) of Section 17.52.110 of the Casper Municipal Code shall be amended to read as follows:

A. Within ninety working days after submission of the required information has been made, the commission shall hold a public hearing for which public notice shall be given. At such meeting, all interested parties may present testimony and evidence pertinent to the proposed planned unit development. Within ten calendar days after the public hearing, the commission shall recommend approval, approval with contingencies, table, or deny the proposal and shall state the rationale of their decision in writing, and shall forward their decision to the council.

B. A written notice of the date, time and place of the public hearing shall be mailed first class U.S. mail, or delivered to the applicant and all owners of private real estate within a three hundred foot radius of the perimeter of the property in question as shown on the review required information. The notice shall be mailed and delivered at least fifteen calendar days prior to the hearing. Notice shall be published at least fifteen calendar days prior to the hearing, as required by law.

Section 4:

This ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the 4th day of June, 2019

PASSED on 2nd reading the 18th day of June, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the 2nd day of July, 2019.

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

7.C ORDINANCE – THIRD READING

Following ordinance read:

ORDINANCE NO. 15-19

AN ORDINANCE AMENDING SECTION 16.08.040 OF THE CASPER MUNICIPAL CODE TO HARMONIZE WITH WYOMING STATUTES § 15-1-501(a)(iii).

WHEREAS, the definition of a "subdivision" is defined differently in Wyoming Statutes § 15-1-501(a)(iii) and Casper Municipal Code Section 16.08.040; and,

WHEREAS, the City Council of Casper, Wyoming, has determined that Section 16.08.040 of the Casper Municipal Code should be amended to harmonize with Wyoming Statutes § 15-1-501(a)(iii); and,

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

Section 1:

That section 16.08.040 of the Casper Municipal Code shall be amended to read as follows:

"Subdivision" means the division of a tract of land or parcel of land into three or more parts for immediate or future sale or building development, or, if a street is involved, any division of land. The term includes resubdivision of land.

Section 2:

This ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the 4th day of June, 2019

PASSED on 2nd reading the 18th day of June, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the 2nd day of July, 2019.

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

7.D ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 16-19

AN ORDINANCE AMENDING SECTION 9.48 OF THE CASPER MUNICIPAL CODE REGARDING CAMPING IN THE CITY LIMITS

WHEREAS, camping in the City at inappropriate locations has a deleterious effect on the health, welfare, sanitation, and safety of the City; and,

WHEREAS, the current Ordinance regulating camping in the City is in need of clarification.

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

That Chapter 9.48.010 of the Casper Municipal Code is hereby amended to read as follows:

9.48.0 10 Camping Restricted

A) "Camping" means staying overnight or otherwise taking up residence for any length of time in an open space, tent, vehicle, or other temporary, mobile, or portable shelter.

B) It is unlawful to camp on or in any public property in the City of Casper, unless permitted by any person or persons designated by the public entity which owns the public property or in a designated campground of the public entity.

PASSED on 1st reading the 4th day of June, 2019

PASSED on 2nd reading the 18th day of June, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the 2nd day of July, 2019.

Councilmember Bates presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Freel. No citizens spoke on the ordinance. Councilmember Huber and Mayor Powell voted nay. Motion passed.

7.E ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 17-19

AN ORDINANCE AMENDING CHAPTER 10 OF THE CASPER MUNICIPAL CODE PERTAINING TO PARKING

WHEREAS, the parking of trailers of various sizes on the streets of the City of Casper is a detriment to the health, welfare, and safety of the public; and,

WHEREAS, the exemption of small trailers from the definition of recreational vehicles should be eliminated.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 10 of the Casper Municipal Code defining recreational vehicles for purposes of parking regulation is hereby amended as follows:

Chapter 10.36.030 A (5)

A boat or trailer of any type.

This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.
PASSED on 1st reading the 4th day of June, 2019
PASSED on 2nd reading the 18th day of June, 2019
PASSED, APPROVED, AND ADOPTED on third and final reading the 2nd day of July, 2019.

Councilmember Bates presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Lutz. No citizens spoke on the ordinance. Councilmember Hopkins voted nay. Motion passed.

8.A ORDINANCE– SECOND READING
Following ordinance read:

ORDINANCE NO. 18-19

AN ORDINANCE APPROVING THE FLEMING SUBDIVISION AGREEMENT AND THE FINAL PLAT OF FLEMING ADDITION.

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

8.B ORDINANCE– SECOND READING
Following ordinance read:

ORDINANCE NO. 19-19

AN ORDINANCE APPROVING A ZONE CHANGE OF BLOCK 60, LOT 9, AND THE NORTH 20-FEET OF LOT 10; AND BLOCK 60, WEST ½ OF LOTS 10-12, EXCEPTING THE NORTH 20-FEET OF LOT 10, CASPER ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

Councilmember Johnson presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Bates. Brad Hopkins, Executive Director of the Wyoming Rescue Mission, addressed Council. Councilmember Hopkins asked a question which Mr. Hopkins addressed. Motion passed.

8.C ORDINANCE– SECOND READING
Following ordinance read:

ORDINANCE NO. 20-19

AN ORDINANCE AMENDING CHAPTER 10.36.031 OF THE CASPER MUNICIPAL CODE.

Councilmember Johnson presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Bates.

Dave Hinton, 1035 Monte Vista, addressed Council. Council discussed ways to simplify the mobile food vendor process overall and Mayor Powell requested that the matter be

further discussed at the July 9, 2019 work session. City Manager Napier supported the idea and reminded Council that the Natrona County Health Department would be already present at the meeting, which may expedite the matter. Moved by Councilmember Lutz, seconded by Councilmember Freel, to table the second reading of the ordinance to the July 16, 2019 Council meeting. Councilmembers Hopkins, Huber, and Johnson voted nay. Motion to table passed.

9. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-113

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE ARC OF NATRONA COUNTY, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-114

A RESOLUTION AUTHORIZING AN AGREEMENT WITH BOYS AND GIRLS CLUB OF CENTRAL WYOMING, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-115

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASA OF NATRONA COUNTY, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-116

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER AREA TRANSPORTATION COALITION, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-117

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER HOUSING AUTHORITY, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-118

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER MOUNTAIN SKI PATROL, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-119

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER SPORTS ALLIANCE, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-120

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CENTRAL WYOMING HOSPICE AND TRANSITIONS PROGRAM, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-121

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WYOMING RESCUE MISSION, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-122

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CENTRAL WYOMING SENIOR SERVICES, INC., FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-123

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CHILD DEVELOPMENT CENTER, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-124

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CHILDREN'S ADVOCACY PROJECT, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-125

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DOWNTOWN DEVELOPMENT AUTHORITY, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-126

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GREATER WYOMING BIG BROTHERS BIG SISTERS, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-127

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INTERFAITH OF NATRONA COUNTY, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-128

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JOSHUA'S STOREHOUSE AND DISTRIBUTION CENTER, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-129

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MERCER FAMILY RESOURCE CENTER, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-130

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER-NATRONA COUNTY HEALTH DEPARTMENT, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-131

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NATRONA COUNTY MEALS ON WHEELS, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-132

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NATRONA COUNTY PUBLIC LIBRARY, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-133

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NICOLAYSEN ART MUSEUM FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-135

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE SCIENCE ZONE, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-136

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SELF HELP CENTER, INC. FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-137

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MOTHER SETON HOUSING, INC., FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-138

A RESOLUTION AUTHORIZING AN AGREEMENT WITH UNITED WAY OF NATRONA COUNTY, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-139

A RESOLUTION AUTHORIZING AN AGREEMENT WITH UNIVERSITY OF WYOMING EXTENSION OF NATRONA COUNTY, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-140

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WYOMING FOOD BANK OF THE ROCKIES, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-141

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WYOMING FOOD FOR THOUGHT, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-142

A RESOLUTION AUTHORIZING AN AGREEMENT WITH YOUTH CRISIS CENTER, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-143

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION FOR A 2019 BUILD TRANSPORTATION DISCRETIONARY GRANT FOR MIDWEST AVENUE IMPROVEMENTS.

RESOLUTION NO. 19-144

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WAYNE COLEMAN CONSTRUCTION, INC., FOR THE 2019 SOLID WASTE ASPHALT IMPROVEMENTS, PROJECT NO. 18-021.

RESOLUTION NO. 19-145

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH STANTEC CONSULTING SERVICES, INC., FOR THE NORTH PLATTE RIVER RESTORATION 1ST STREET REACH PROJECT.

RESOLUTION NO. 19-146

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH CASPAR BUILDING SYSTEMS, INC. FOR THE COMPOST EQUIPMENT BUILDING HEATING, PROJECT NO. 17-017.

RESOLUTION NO. 19-147

A RESOLUTION AUTHORIZING A M-54 LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF WATER DISTRIBUTION LINE TO SERVE THE TOPOL ADDITION.

RESOLUTION NO. 19-148

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE 2020 WATER SYSTEM MASTER PLAN PROJECT.

RESOLUTION NO. 19-149

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CASPER AND THE UNITED STATES DEPARTMENT OF THE INTERIOR — BUREAU OF RECLAMATION.

RESOLUTION NO. 19-150

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH RECYKLING INDUSTRIAL REPAIRS, INC., FOR THE BALER EXTENSION OF EJECTION RAM SYSTEM PROJECT.

RESOLUTION NO. 19-151

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM FOR THE MIDWEST AVENUE BIKE LANE AND PEDESTRIAN DEVELOPMENT PROJECT.

RESOLUTION NO. 19-152

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH FLAG DEVELOPMENT, LLC, FOR THE REAL PROPERTY GENERALLY DESCRIBED AS THE "FORMER PLAINS FURNITURE PROPERTIES."

Councilmember Hopkins presented the foregoing thirty-nine (39) resolutions for adoption. Seconded by Councilmember Lutz. City Manager Napier provided a brief report. Councilmember Bates voted nay and Councilmember Freel abstained from voting on Resolution No. 19-152. Motion passed.

10. MINUTE ACTION– CONSENT

Moved by Councilmember Freel, seconded by Councilmember Huber, to, by consent minute action: authorize the appointment of new members, Ryan McIntyre and Tony Hager, to the Downtown Development Authority Board of Directors; and reject bid submitted for the wastewater treatment plant digester boiler installation project. Motion passed.

11. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke briefly on several topics.

12. 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, July 9, 2019, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, July 16, 2019, in the Council Chambers.

At 7:27 p.m., it was moved Councilmember Hopkins, seconded by Councilmember Freel, to adjourn into executive session to discuss personnel and property acquisition. Motion passed. Council moved into the Council meeting room.

At 8:40 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Hopkins, to adjourn the executive session. Council returned to the Council Chambers.

13. ADJOURNMENT

At 8:40 p.m., it was moved by Councilmember Bates, seconded by Councilmember Johnson, to adjourn the regular Council meeting. Motion passed.

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

Bills & Claims

City of Casper

07/03/2019 to 07/16/2019

71 CONSTRUCTION, INC.	1804-1 RETAINAGE	-$11,069.41
	Subtotal for Cost Center **Capital Projects - Streets:**	**-$11,069.41**
	1786-4 K STREET COMPLETION PROJECT 15	$30,048.60
	Subtotal for Cost Center **Engineering:**	**$30,048.60**
	1786-4 #15-051 K STREET IMPROVEMENTS	$11,339.39
	1804-1 #18-080 29TH & COFFMAN ST IMP	$18,080.52
	Subtotal for Cost Center **Sewer:**	**$29,419.91**
	1786-4 #15-051 K STREET IMPROVEMENTS	$24,148.05
	1786-4 #15-051 K STREET IMPROVEMENTS	$61,496.70
	1804-1 #18-080 29TH & COFFMAN ST IMP	$92,613.56
	20678HP 1/2" HOT MIX ASPHALT	$365.94
	128331C ROAD BASE	$274.20
	128373C 3X8 ROCK	$100.32
	Subtotal for Cost Center **Streets:**	**$178,998.77**
	1786-4 #15-051 K STREET IMPROVEMENTS	$16,009.26
	Subtotal for Cost Center **Water:**	**$16,009.26**
	Vendor Subtotal:	**$243,407.13**
A.M.B.I. & SHIPPING, INC.	19-06-489 POSTAGE	$16.55
	Subtotal for Cost Center **City Attorney:**	**$16.55**
	19-06-492 POSTAGE	$395.52
	Subtotal for Cost Center **Finance:**	**$395.52**
	19-05-406 POSTAGE AND SHIPPING	$163.94
	Subtotal for Cost Center **Municipal Court:**	**$163.94**
	19-06-502 POSTAGE	$354.88
	Subtotal for Cost Center **Police:**	**$354.88**
	19-06-500 POSTAGE	$49.69
	Subtotal for Cost Center **Refuse Collection:**	**$49.69**
	Vendor Subtotal:	**$980.58**
AAKER SIGNS & DESIGNS	19-4375 SIGNAGE IMPROVEMENT	$4,909.85
	Subtotal for Cost Center **Refuse Collection:**	**$4,909.85**

Note: *Click the invoice for additional information.*

	Vendor Subtotal:	**$4,909.85**
ADAM HIATT	RIN0029679A MILEAGE REIMBURSEMENT	$35.97
	Subtotal for Cost Center **Information Services:**	**$35.97**
	Vendor Subtotal:	**$35.97**
ALLIANCE ELECTRIC LLC.	8630 LABOR/MATERIAL CARBOARD COMPAC	$759.78
	Subtotal for Cost Center **Refuse Collection:**	**$759.78**
	Vendor Subtotal:	**$759.78**
AMERI-TECH EQUIPMENT CO.	330-083072 COMMECIAL CONTAINER PART	$337.50
	Subtotal for Cost Center **Refuse Collection:**	**$337.50**
	Vendor Subtotal:	**$337.50**
ATLANTIC ELECTRIC, INC	8002A ASH BLDG ELECTRICAL JUNCTION	$771.59
	Subtotal for Cost Center **Buildings & Structures:**	**$771.59**
	8018A PSD MTG ROOM POWER & COM	$1,536.35
	Subtotal for Cost Center **Information Services:**	**$1,536.35**
	Vendor Subtotal:	**$2,307.94**
BART WILLADSON	08101A CLOTHING REIMBURSEMENT	$21.90
	Subtotal for Cost Center **Water:**	**$21.90**
	Vendor Subtotal:	**$21.90**
BRENNTAG PACIFIC, INC.	BPI957997 FERRIC CHLORIDE	$11,383.78
	BPI957996 FERRIC CHLORIDE	$11,134.64
	BPI955578A CHEMICAS - FERRIC	$11,547.85
	BPI955579A CHEMICALS - FERRIC	$11,727.06
	Subtotal for Cost Center **Water Treatment Plant:**	**$45,793.33**
	Vendor Subtotal:	**$45,793.33**

Note: *Click the invoice for additional information.*

Bills & Claims

City of Casper

07/03/2019 to 07/16/2019

CASPAR BUILDING SYSTEMS, INC.	3A #17-0017 COMPOST EQUIP BLDG	$7,671.00
	BB014 BALER BUILDING EXPANSION PROJ	$460,910.00
	Subtotal for Cost Center **Balefill:**	**$468,581.00**
	MRF13 BALER BUILDING EXPANSION PROJE	$315,173.59
	Subtotal for Cost Center **Refuse Collection:**	**$315,173.59**
	Vendor Subtotal:	**$783,754.59**
CASPER AREA TRANSPORTATION COALITION	2019-501 MAY 19 FTA CATC	$39,389.99
	2019-502 MAY 19 FTA BUS	$19,097.22
	2019-503 MAY 19 CITY CATC	$38,983.96
	2019-504 MAY 19 CITY BUS	$18,102.16
	Subtotal for Cost Center **C.A.T.C.:**	**$115,573.33**
	Vendor Subtotal:	**$115,573.33**
CASPER STAR-TRIBUNE, INC.	55156 PUBLIC NOTICE DBE GOALS	$76.98
	55156 PUBLIC NOTICE DBE GOALS	$76.98
	Subtotal for Cost Center **C.A.T.C.:**	**$153.96**
	Vendor Subtotal:	**$153.96**
CENTURYLINK	RIN0029704 PHONE USE	$86.12
	Subtotal for Cost Center **Balefill:**	**$86.12**
	RIN0029739 PHONE USE	$34.76
	Subtotal for Cost Center **City Hall:**	**$34.76**
	RIN0029742 PHONE USE	$65.08
	Subtotal for Cost Center **Code Enforcement:**	**$65.08**
	RIN0029740 PHONE USE	$300.80
	RIN0029731 PHONE USE	$212.74
	Subtotal for Cost Center **Communications Center:**	**$513.54**
	RIN0029732 PHONE USE	$39.53
	Subtotal for Cost Center **Finance:**	**$39.53**
	RIN0029729 PHONE USE	$38.74
	Subtotal for Cost Center **Ice Arena:**	**$38.74**

Note: *Click the invoice for additional information.*

	RIN0029733 PHONE USE	$38.76
	Subtotal for Cost Center **Metro Animal:**	**$38.76**
	RIN0029734 PHONE USE	$126.10
	Subtotal for Cost Center **Parking:**	**$126.10**
	RIN0029738 PHONE USE	$122.03
	RIN0029736 PHONE USE	$46.64
	Subtotal for Cost Center **Parks:**	**$168.67**
	RIN0029735 PHONE USE	$160.50
	Subtotal for Cost Center **Streets:**	**$160.50**
	RIN0029737 PHONE USE	$1,779.65
	Subtotal for Cost Center **Waste Water:**	**$1,779.65**
	RIN0029741 PHONE USE	$195.24
	RIN0029730 PHONE USE	$38.74
	RIN0029728 PHONE USE	$52.02
	Subtotal for Cost Center **Water:**	**$286.00**
	Vendor Subtotal:	**$3,337.45**
CH2M HILL, INC.	WXXY0700_003 #19-007 WWTP SECONDARY TREATME	$36,896.90
	Subtotal for Cost Center **Waste Water:**	**$36,896.90**
	Vendor Subtotal:	**$36,896.90**
CH2MHILL, INC.	WXXY0300-003 CPU BUSINESS PLAN DEVELOPEMENT	$2,462.77
	Subtotal for Cost Center **Sewer:**	**$2,462.77**
	WXXY0300-003 CPU BUSINESS PLAN DEVELOPMENT	$4,925.53
	Subtotal for Cost Center **Waste Water:**	**$4,925.53**
	WXXY0300-003 CPU BUSINESS PLAN DEVELOPMENT	$8,198.83
	Subtotal for Cost Center **Water:**	**$8,198.83**
	Vendor Subtotal:	**$15,587.13**
CITY OF CASPER	5128/175367 JUNE 19 GIS SERVICE FEE	$581.98
	5128/175367 JUNE 19 GIS SERVICE FEE	$5,537.64

	5128/175505 APRIL-JUNE 19 GIS SUPPORT	$63.97
	5128/175505 APRIL-JUNE 19 GIS SUPPORT	$608.64
	Subtotal for Cost Center **Metropolitan Planning:**	**$6,792.23**
	Vendor Subtotal:	**$6,792.23**
CITY OF CASPER - BALEFILL	1339/175712 BALEFILL	$371.70
	1339/175689 BALEFILL	$373.72
	Subtotal for Cost Center **Casper Events Center:**	**$745.42**
	247/175733 DELIVERY/REMOVAL FEE YESNESS P	$34.00
	Subtotal for Cost Center **Parks:**	**$34.00**
	2772/175667 BALEFILL	$7,504.35
	2772/175691 BALEFILL	$7,073.94
	2772/175716 BALEFILL	$6,650.77
	2772/175763 BALEFILL	$7,724.36
	2772/175558 BALEFILL	$7,777.39
	Subtotal for Cost Center **Refuse Collection:**	**$36,730.81**
	1276/175665 BALEFILL	$107.31
	1276/175762 BALEFILL	$108.29
	Subtotal for Cost Center **Waste Water:**	**$215.60**
	4361/175768 BALEFILL	$15.00
	4361/175720 BALEFILL	$5,552.92
	Subtotal for Cost Center **Water Treatment Plant:**	**$5,567.92**
	Vendor Subtotal:	**$43,293.75**
CITY SVC. ELECTRIC CO., INC.	73509 REMOVE OLD/INSTALL LIGHT FIXT	$6,220.00
	Subtotal for Cost Center **Communications Center:**	**$6,220.00**
	Vendor Subtotal:	**$6,220.00**
COLLECTION CENTER INC.	972000000453 COLLECTION FEES	$286.58
	Subtotal for Cost Center **Refuse Collection:**	**$286.58**
	972000000453 COLLECTION FEES	$217.80
	Subtotal for Cost Center **Sewer:**	**$217.80**
	972000000453 COLLECTION FEES	$641.93

	Subtotal for Cost Center **Water:**	**$641.93**
	Vendor Subtotal:	**$1,146.31**
COMMUNICATION TECHNOLOGIES, INC.	85506 INSTALL GJ CABINET/WIRING	$721.00
	85507 INSTALL GEOTAC VIDEO SYSTEM	$721.00
	85505 INSTALL GEOTAC VID/COMP SYSTM	$721.00
	85480A 800 ANTENNA	$757.00
	85520 REMOVED EQPMT	$206.00
	Subtotal for Cost Center **Police:**	**$3,126.00**
	85517 RADIO FOR REPLACEMENT TRUCK	$330.18
	Subtotal for Cost Center **Refuse Collection:**	**$330.18**
	85491 TRANSFER RADIO FROM OLD TO NEW	$347.38
	Subtotal for Cost Center **Water:**	**$347.38**
	Vendor Subtotal:	**$3,803.56**
COMTRONIX, INC.	49790C ALARM MONITORING	$3,486.55
	Subtotal for Cost Center **Balefill:**	**$3,486.55**
	Vendor Subtotal:	**$3,486.55**
DAVIDSON FIXED INCOME MGMT.	2019-6CASPER JUNE 2019 MANAGEMENT FEES	$4,077.13
	Subtotal for Cost Center **Finance:**	**$4,077.13**
	Vendor Subtotal:	**$4,077.13**
DELL MARKETING LP	10321475628 OFFICE PRO PLUS 2019	$380.08
	Subtotal for Cost Center **City Manager:**	**$380.08**
	10322152332A OFFICE PRO PLUS 2019	$760.16
	Subtotal for Cost Center **Information Services:**	**$760.16**
	10321475601A HVAC CENTRAL WARM REIMB	$660.88
	Subtotal for Cost Center **Property & Liability Insurance:**	**$660.88**
	Vendor Subtotal:	**$1,801.12**

DEPARTMENT OF THE TREASURY	RIN0029720 FY19 FORM 720	$2,143.73
	Subtotal for Cost Center **Health Insurance:**	**$2,143.73**
	Vendor Subtotal:	**$2,143.73**
DPC INDUSTRIES, INC.	737002367-19 CHEMICALS NAHYPO	$7,020.97
	Subtotal for Cost Center **Water Treatment Plant:**	**$7,020.97**
	Vendor Subtotal:	**$7,020.97**
ENVISION ELECTRIC INC	6498A REMOVE OLD/INSTALL LIGHT FIX	$500.00
	Subtotal for Cost Center **Water:**	**$500.00**
	Vendor Subtotal:	**$500.00**
FIRST DATA MERCHANT SVCS CORP.	REMI1401676 MAY 2019 CREDIT CARD FEES	$3,578.68
	Subtotal for Cost Center **Balefill:**	**$3,578.68**
	REMI1401678 MAY 2019 CREDIT CARD FEES	$176.96
	Subtotal for Cost Center **Code Enforcement:**	**$176.96**
	REMI1401679A MAY 2019 CREDIT CARD FEES	$5.07
	Subtotal for Cost Center **Engineering:**	**$5.07**
	REMI1401674 MAY 2019 CREDIT CARD FEES	$42.96
	Subtotal for Cost Center **Metro Animal:**	**$42.96**
	REMI1395025 APRIL 2019 CREDIT CARD FEES	$158.68
	REMI1401675 MAY 2019 CREDIT CARD FEES	$257.29
	Subtotal for Cost Center **Municipal Court:**	**$415.97**
	REMI1401677 MAY 2019 FEES	$82.65
	Subtotal for Cost Center **Police:**	**$82.65**
	Vendor Subtotal:	**$4,302.29**
FORREST HIDAY	06031957523A TOOL REIMBURSEMENT	$306.28
	Subtotal for Cost Center **Fleet Maintenance:**	**$306.28**
	Vendor Subtotal:	**$306.28**

Note: *Click the invoice for additional information.*

GALLS PARENT HOLDINGS LLC	013069575 POINT BLANK MC GUARDIAN	$1,161.50
	013051115 MENS DUTY SHIRT	$115.50
	013011967A POINT BLANK ALPHA/MC GUARDIAN	$1,399.00
	013091232 POINT BLANK ELITE	$900.00
	013091238 POINT BLANK ALPHA	$900.00
	013093284 POINT BLANK MC GUARDIAN	$1,742.25
	013091201 POINT BLANK APLHA ELITE	$900.00
	Subtotal for Cost Center **Police:**	**$7,118.25**
	Vendor Subtotal:	**$7,118.25**
GARY MARSH, INC.	399 GREEN AND CART FEE %	$25,270.88
	Subtotal for Cost Center **Golf Course:**	**$25,270.88**
	Vendor Subtotal:	**$25,270.88**
GILES TRANSPORT, INC.	1906-17181 CAT TRASH COMPACTOR	$665.00
	Subtotal for Cost Center **Balefill:**	**$665.00**
	Vendor Subtotal:	**$665.00**
GOLDER ASSOCIATES	550491 PROJECT 12-51	$13,835.00
	Subtotal for Cost Center **Streets:**	**$13,835.00**
	Vendor Subtotal:	**$13,835.00**
GRIZZLY EXCAVATING & CONST. LLC.	18-099-2R PROJECT 18-099 RETAINAGE	$4,149.70
	18-099-2 #18-099 WILSON ST SAN SEWER RE	$158,923.50
	18-099-2 RETAINAGE	-$4,149.70
	Subtotal for Cost Center **Sewer:**	**$158,923.50**
	Vendor Subtotal:	**$158,923.50**
HACH CO., CORP.	11483090 LAB SUPPLIES	$1,136.40
	Subtotal for Cost Center **Water Treatment Plant:**	**$1,136.40**
	Vendor Subtotal:	**$1,136.40**

HDR ENGINEERING, INC.	1200198214 WWTP DIGESTER BOILER INSTALLAT	$3,083.17
	Subtotal for Cost Center **Waste Water:**	**$3,083.17**
	1200198050A WATER RIGHTS & SUPPLY ANALYSIS	$4,826.15
	Subtotal for Cost Center **Water:**	**$4,826.15**
	Vendor Subtotal:	**$7,909.32**
HEIDI WALLING	RIN0029727 MIKE SEDAR POOL REFUND	$410.00
	Subtotal for Cost Center **Aquatics:**	**$410.00**
	Vendor Subtotal:	**$410.00**
HEIN-BOND, LLC	19-0701 DESIGN SERVICES - BALER BUILDI	$12,845.73
	19-0702 #13-050 BALER BLDG MRF/CA	$6,984.08
	Subtotal for Cost Center **Balefill:**	**$19,829.81**
	Vendor Subtotal:	**$19,829.81**
HINGE STUDIO MARKETING AND COMMUNICATIONS	1257 BICYCLE/PEDESTRIAN SAFETY CAMP	$219.06
	1257 BICYCLE/PEDESTRIAN SAFETY CAMP	$2,084.44
	Subtotal for Cost Center **Metropolitan Planning:**	**$2,303.50**
	Vendor Subtotal:	**$2,303.50**
HITEK COMMUNICATIONS	RIN0029744 INSTALL OUTROOD AXIS CAMERA	$4,112.00
	Subtotal for Cost Center **Balefill:**	**$4,112.00**
	Vendor Subtotal:	**$4,112.00**
HOMAX OIL SALES, INC.	0463917-INA STOCK 02/F2	$19,255.94
	0463916-INA STOCK 01/F1	$20,610.24
	Subtotal for Cost Center **Fleet Maintenance:**	**$39,866.18**
	CL95794 JUNE FUEL	$4,845.10
	Subtotal for Cost Center **Water:**	**$4,845.10**
	Vendor Subtotal:	**$44,711.28**

Note: *Click the invoice for additional information.*

IMS INFRASTRUCTURE MANAGEMENT SVCS., INC.	17018-4 CITYWIDE CONDITION PAVEMENT SU	$5,756.25
	Subtotal for Cost Center **Streets:**	**$5,756.25**
	Vendor Subtotal:	**$5,756.25**
JASON SPEISER	RIN0029634A TUITION REIMBUSEMENT	$531.70
	Subtotal for Cost Center **Fire:**	**$531.70**
	Vendor Subtotal:	**$531.70**
JOEY WILHELM	135671 REIMBURSE CLOTHING	$31.10
	Subtotal for Cost Center **Police:**	**$31.10**
	Vendor Subtotal:	**$31.10**
JOSHUA STOWERS	RIN0029703A BOOT REIMBURSEMENT	$61.11
	Subtotal for Cost Center **Water:**	**$61.11**
	Vendor Subtotal:	**$61.11**
KNIFE RIVER/JTL	195385 COVER MATERIALS FOR LANDFILL	$1,032.73
	195588 COVER MATERIALS	$1,148.66
	Subtotal for Cost Center **Balefill:**	**$2,181.39**
	1 RETAINAGE	-$7,646.43
	Subtotal for Cost Center **Capital Projects - Engineering:**	**-$7,646.43**
	195217 1/2" PLANT MIX	$224.01
	195067 1/2" PLANT MIX	$692.55
	195397 1/2" PLANT MIX	$462.27
	195594 1/2" PLANT MIX	$229.14
	1 #18-062 RESIDENTIAL STREETS IM	$41,836.00
	1 #18-062 RESIDENTIAL STREETS IM	$34,628.25
	8A #17-093 2018 ARTERIALS & COLLE	$63,824.56
	Subtotal for Cost Center **Streets:**	**$141,896.78**
	Vendor Subtotal:	**$136,431.74**
KROHNE INC	S01/88157A CONTROL VALVES	$19,919.00
	Subtotal for Cost Center **Water:**	**$19,919.00**

	Vendor Subtotal:	**$19,919.00**
LAW OFFICE OF HAMPTON M YOUNG JR PC	0319-07 MARCH 2019 PUBLIC DEFENDER	$1,350.00
	0419-08 APRIL 2019 PUBLIC DEFENDER	$1,350.00
	0519-09 MAY 2019 PUBLIC DEFENDER	$1,350.00
	Subtotal for Cost Center **City Manager:**	**$4,050.00**
	Vendor Subtotal:	**$4,050.00**
LISA'S SPIC N SPAN	715516 CLEANING/WEEDS	$275.00
	Subtotal for Cost Center **Balefill:**	**$275.00**
	715515 REYCLE DEPOT MAITENANCE	$276.00
	Subtotal for Cost Center **Refuse Collection:**	**$276.00**
	Vendor Subtotal:	**$551.00**
LONG BUILDING TECHNOLOGIES	SRVCE0099086A CHILLER REPAIR/LABOR	$7,307.20
	Subtotal for Cost Center **Water Treatment Plant:**	**$7,307.20**
	Vendor Subtotal:	**$7,307.20**
MARJORIE ANDERSON	RIN0029716A JUNE 2019 EXCEL CLASS	$75.00
	Subtotal for Cost Center **Police:**	**$75.00**
	Vendor Subtotal:	**$75.00**
MCMURRY READY MIX CO.	228298 CONCRETE	$233.00
	228297 CONCRETE	$262.13
	228259A 4000 PSI	$224.75
	Subtotal for Cost Center **Water:**	**$719.88**
	Vendor Subtotal:	**$719.88**
MIDLAND IMPLEMENT, INC.	006726002 TURF SPRAYER SUPPLIES	$52,528.00
	006728003 TORO NOZZLE	$108.00
	Subtotal for Cost Center **Golf Course:**	**$52,636.00**

	Vendor Subtotal:	**$52,636.00**
MILLS POLICE DEPT.	RIN0029700A EQUITABLE SHRING DCI 2018-0791	$80.00
	Subtotal for Cost Center **Police Grants:**	**$80.00**
	Vendor Subtotal:	**$80.00**
MONSON JANITORIAL SERVICES	9550A MAY 19 CUSTODIAL MAINTENANCE	$2,474.50
	9550A MAY 19 CUSTODIAL MAINTENANCE	$122.00
	9550A MAY 19 CUSTODIAL MAINTENANCE	$582.98
	9550A MAY 19 CUSTODIAL MAINTENANCE	$386.35
	9550A MAY 19 CUSTODIAL MAINTENANCE	$114.85
	Subtotal for Cost Center **Buildings & Structures:**	**$3,680.68**
	Vendor Subtotal:	**$3,680.68**
NATIONAL BENEFIT SERVICES	703823A MAY 19 PLAN ADMIN FEES	$408.70
	Subtotal for Cost Center **Health Insurance:**	**$408.70**
	Vendor Subtotal:	**$408.70**
NATRONA COUNTY - SHERIFFS' OFFICE	3566 APRIL 2019 JUVENILE DETENTION	$7,500.00
	3591 JUNE 19 JUVENILE DETENTION	$7,500.00
	3589 MAY 2019 PRISONER HOUSING	$116,926.95
	3590 MAY 19 JUVENILE DETENTION	$7,500.00
	Subtotal for Cost Center **Police:**	**$139,426.95**
	RIN0029701A EQUITABLE SHRING DC1 2018-0791	$80.00
	Subtotal for Cost Center **Police Grants:**	**$80.00**
	Vendor Subtotal:	**$139,506.95**
POSTAL PROS SOUTHWEST INC	6360 UTILITY BILLING	$233.16
	Subtotal for Cost Center **Finance:**	**$233.16**
	Vendor Subtotal:	**$233.16**
PRINTWORKS	11811 #7 YELLOW PASSED AND APPRVOED	$246.50
	Subtotal for Cost Center **Planning:**	**$246.50**

	Vendor Subtotal:	**$246.50**
RAMSHORN CONSTRUCTION, INC.	18-075-1 RETAINAGE	-$34,764.95
	BSMR01 RETAINAGE	-$14,845.00
	Subtotal for Cost Center **Capital Projects - Streets:**	**-$49,609.95**
	BSMR01 18-019 BRYAN STOCK TRAIL/METRO	$15,092.72
	Subtotal for Cost Center **Refuse Collection:**	**$15,092.72**
	18-075-1 #18-075 13TH ST IMPROVEMENTS	$347,649.50
	BSMR01 #18-019 BRYAN STOCK TRAIL/METR	$88,090.29
	BSMR01 #18-019 BRYAN STOCK TRAIL/METR	$25,754.33
	Subtotal for Cost Center **Streets:**	**$461,494.12**
	BSMR01 #18-019 BRYAN STOCK TRAIL/METR	$19,512.66
	Subtotal for Cost Center **Water:**	**$19,512.66**
	Vendor Subtotal:	**$446,489.55**
RKR ENTERPRISES	470A PIGEON REMOVAL STATION 3	$1,355.00
	Subtotal for Cost Center **Buildings & Structures:**	**$1,355.00**
	Vendor Subtotal:	**$1,355.00**
ROCKY MOUNTAIN POWER	AP000149062819 ELECTRICITY	$4,494.95
	Subtotal for Cost Center **Aquatics:**	**$4,494.95**
	AP000150063019 ELECTRICITY	$122.96
	Subtotal for Cost Center **Cemetery:**	**$122.96**
	AP000151062819 ELECTRICITY	$4,438.34
	AP000151062819 ELECTRICITY	$414.19
	AP000151062819 ELECTRICITY	$39.13
	AP000151062819 ELECTRICITY	$938.51
	Subtotal for Cost Center **City Hall:**	**$5,830.17**
	AP000245062719 ELECTRICITY	$318.79
	Subtotal for Cost Center **Communications Center:**	**$318.79**
	AP000240062819 ELECTRICITY	$660.81
	Subtotal for Cost Center **Fire:**	**$660.81**

	AP000154063019 ELECTRICITY	$3,149.09
	Subtotal for Cost Center **Fleet Maintenance:**	**$3,149.09**
	AP000156062819 ELECTRICITY	$526.56
	Subtotal for Cost Center **Fort Caspar:**	**$526.56**
	AP000157062819 ELECTRICITY	$4,516.13
	Subtotal for Cost Center **Golf Course:**	**$4,516.13**
	AP000235062719 ELECTRICITY	$1,797.29
	Subtotal for Cost Center **Hogadon:**	**$1,797.29**
	AP000159062819 ELECTRICITY	$5,101.06
	Subtotal for Cost Center **Ice Arena:**	**$5,101.06**
	AP000160063019 ELECTRICITY	$1,008.52
	Subtotal for Cost Center **Metro Animal:**	**$1,008.52**
	AP000244062619 ELECTRICITY	$73.39
	Subtotal for Cost Center **Parks:**	**$73.39**
	AP000162063019 ELECTRICITY	$53.16
	Subtotal for Cost Center **Police:**	**$53.16**
	AP000152062819 ELECTRICITY	$4,179.69
	Subtotal for Cost Center **Recreation:**	**$4,179.69**
	AP000163063019 ELECTRICITY	$430.62
	AP000239062719 ELECTRICITY	$49.75
	Subtotal for Cost Center **Sewer:**	**$480.37**
	AP000241063019 ELECTRICITY	$83.22
	Subtotal for Cost Center **Streets:**	**$83.22**
	AP000242061919 ELECTRICITY	$180.06
	AP000166063019 ELECTRICITY	$24,882.00
	Subtotal for Cost Center **Waste Water:**	**$25,062.06**
	Vendor Subtotal:	**$57,458.22**
ROOTER SEWER SERVICE INC	047491 RENTAL FEES/SERVICES	$17,030.03
	Subtotal for Cost Center **Parks:**	**$17,030.03**

Note: *Click the invoice for additional information.*

	Vendor Subtotal:	**$17,030.03**
SKYLINE RANCHES	RIN0029725 PAYMENT MONTHLY SEWER REVENUE	$946.09
	RIN0029725 10% ADMIN FEE	-$94.60
	Subtotal for Cost Center **Sewer:**	**$851.49**
	RIN0029725 PAYMENT MAY 2019 SEWER CHARGE	-$775.32
	Subtotal for Cost Center **Waste Water:**	**-$775.32**
	Vendor Subtotal:	**$76.17**
STOTZ EQUIPMENT	R01815 RENTAL FEE/LATE CHARGE	$6,580.99
	Subtotal for Cost Center **Weed And Pest:**	**$6,580.99**
	Vendor Subtotal:	**$6,580.99**
SWI, LLC	7933.9 SAFETY EDGE EXIT GATE	$1,093.20
	Subtotal for Cost Center **Balefill:**	**$1,093.20**
	Vendor Subtotal:	**$1,093.20**
THE SCIENCE ZONE	RIN0029707A 1% #15 FUNDING	$207,682.09
	Subtotal for Cost Center **Capital Projects - City Manager:**	**$207,682.09**
	Vendor Subtotal:	**$207,682.09**
TRANSMISSION DISTRIBUTION SERVICE	2613 RETAINAGE	-$5,682.00
	Subtotal for Cost Center **Capital Projects - Parks:**	**-$5,682.00**
	2613 #18-010 VERDA JAME PED OVERPAS	$56,820.08
	Subtotal for Cost Center **Parks:**	**$56,820.08**
	Vendor Subtotal:	**$51,138.08**
TRISHA SORENSEN	07798953 NEW COVER/REPAIRS	$362.25
	Subtotal for Cost Center **Balefill:**	**$362.25**
	Vendor Subtotal:	**$362.25**

Note: *Click the invoice for additional information.*

UNIFORMS 2 GEAR	93002A DUTY PANTS	$105.10
	93120A DUTY BELT	$50.25
	93121A DUTY BELT	$108.00
	93126A DUTY BELT	$57.75
	93182A NYLON LINER BELT	$34.73
	93397A BOOTS	$137.49
	93003A DUTY PANTS	$105.10
	Subtotal for Cost Center **Police:**	**$598.42**
	Vendor Subtotal:	**$598.42**
UNIVERSITY OF WY.-COOPERATIVE EXTENSION SVC.	0110 CNTRL WY TREE CARE WRKSHP	$436.48
	Subtotal for Cost Center **Parks:**	**$436.48**
	Vendor Subtotal:	**$436.48**
WAMCO LABS, INC.	13853A FULL CHRONIC TOXICITY TEST	$1,800.00
	Subtotal for Cost Center **Waste Water:**	**$1,800.00**
	Vendor Subtotal:	**$1,800.00**
WARDWELL WATER & SEWER DISTRICT	RIN0029715 WATER CHARGE	$14.00
	Subtotal for Cost Center **Water Treatment Plant:**	**$14.00**
	Vendor Subtotal:	**$14.00**
WASTE WATER TREATMENT	1276/175561 201 SEWER	$346,025.30
	Subtotal for Cost Center **Sewer:**	**$346,025.30**
	Vendor Subtotal:	**$346,025.30**
WAYNE COLEMAN CONSTRUCTION, INC.	19067 2018 CPU ASPHALT REPAIRS	$28,803.41
	19067 RETAINAGE	-$2,880.34
	Subtotal for Cost Center **Water:**	**$25,923.07**
	Vendor Subtotal:	**$25,923.07**
WESTERN STATES FIRE	WSF216032 ANNUAL SPRINKLER INSPECTION	$2,805.00

PROTECTION	Subtotal for Cost Center **Balefill:**	**$2,805.00**
	Vendor Subtotal:	**$2,805.00**
WESTERN WATER CONSULTANTS, INC.	190170005 #18-066 MIDWEST RECONST - ELM	$16,019.25
	Subtotal for Cost Center **Engineering:**	**$16,019.25**
	160580034 K STREET IMPROVEMENTS - PHASE	$572.27
	181090012 MIDWEST AVE RECONST - DAVID TO	$269.43
	Subtotal for Cost Center **Sewer:**	**$841.70**
	182200007 #18-068 GEORGE TANI PARKING	$886.00
	160580034 K STREET IMPROVEMENTS - PHASE	$9,536.05
	160580034 K STREET IMPROVEMENTS - PHASE	$2,163.76
	181090012 MIDWEST AVE RECONST - DAVID TO	$12,236.11
	Subtotal for Cost Center **Streets:**	**$24,821.92**
	160580034 K STREET IMPROVEMENTS - PHASE	$445.11
	181090012 MIDWEST AVE RECONST - DAVID TO	$1,684.99
	Subtotal for Cost Center **Water:**	**$2,130.10**
	Vendor Subtotal:	**$43,812.97**
WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.	RIN0029726 PAYMENT MONTHLY SEWER REVENUE	$3,438.00
	RIN0029726 10% ADMIN FEE	-$343.80
	Subtotal for Cost Center **Sewer:**	**$3,094.20**
	RIN0029726 PAYMENT MAY 2019 SEWER CHARGE	-$1,550.16
	Subtotal for Cost Center **Waste Water:**	**-$1,550.16**
	Vendor Subtotal:	**$1,544.04**
WH LLC	5169 #18-011 CONSULTING/ENG CRL	$2,452.50
	Subtotal for Cost Center **Balefill:**	**$2,452.50**
	Vendor Subtotal:	**$2,452.50**
WY. DEPT. OF WORKFORCE SVCS.	RIN0029717A UNEMPLOYMENT 1ST QTR INTEREST	$3.26
	Subtotal for Cost Center **Casper Events Center:**	**$3.26**
	RIN0029717A UNEMPLOYMENT 1ST QTR INTEREST	$3.27

Note: *Click the invoice for additional information.*

	Subtotal for Cost Center **Cemetery:**	**$3.27**
	Vendor Subtotal:	**$6.53**
WYCOMP, INC.	RIN0029721 SAMPLING OF HOME WATER TEST	$1,015.20
	Subtotal for Cost Center **Water Treatment Plant:**	**$1,015.20**
	Vendor Subtotal:	**$1,015.20**
	Grand Total	**$3,212,901.26**

Approved By

On

Note: *Click the invoice for additional information.*

Bills & Claims

City of Casper

06/30/2019 to 07/16/2019

P-CARD VENDORS

00090087 CASPER STAR TRIBUNE - Purchase	$213.64
00090212 ULINE SHIP SUPPLIES - Purcha	$128.72
00090434 SAMS CLUB #6425 - Purchase	$99.96
00089759 NORCO INC - Purchase	$86.04
00090473 SAMSCLUB #6425 - Purchase	$329.20
00090612 SAMSCLUB #6425 - Purchase	$28.26
00090646 SAMS CLUB #6425 - Purchase	$399.68
00090276 SAMSCLUB #6425 - Purchase	$393.80
00090434 SAMS CLUB #6425 - Purchase	$34.92
Subtotal for Cost Center **Aquatics:**	**$1,714.22**
00089233 CASPER STAR TRIBUNE - Purchase	$171.44
00090055 SOURCE OFFICE - VITAL - Purcha	$33.68
00090133 SAFETY KLEEN SYSTEMS B - Purch	$255.00
00090201 TRI STATE OIL - Purchase	$32.25
00090284 USPS PO 5715580945 - Purchase	$37.85
00090378 WYOMING MACHINERY CO - Purchas	$1,206.23
00089872 MENARDS CASPER WY - Purchase	$339.98
00089918 PACIFIC HIDE AND FUR # - Purch	$543.33
00089752 CPU IIT - Purchase	$335.00
00090055 source office	$101.75
00090269 CPU IIT - Credit	-$335.00
00089985 BRIDGER STEEL CASPER - Purchas	$220.44
00090146 BRIDGER STEEL INC - Purchase	$253.00
00089720 THE HOME DEPOT #6001 - Purchas	$199.00
00090106 MENARDS CASPER WY - Purchase	$25.22
00090127 BED BATH & BEYOND #121 - Purch	$114.90
00090265 COCA COLA BOTTLING CO - Purcha	$15.50
00090393 BAILEYS ACE HDWE - Purchase	$25.98
00090151 SAMSCLUB #6425 - Purchase	$256.01
00090158 CONOCO - HOMAX OIL SAL - Purch	$72.72
00090168 AIRGAS CENTRAL - Purchase	$39.93
00090184 BEARING BELTCHAIN00244 - Purch	$82.56
00090199 BAILEYS ACE HDWE - Purchase	$10.08
00090218 TARGET 00001644 - Purch	$9.99
00090256 MENARDS CASPER WY - Purchase	$120.09
00090261 DIAMOND VOGEL PAINT #7 - Purch	$112.35
00090263 THE HOME DEPOT 6001 - Purchase	$277.11
00090316 NORCO INC - Purchase	$83.02
00090331 DK HAULING INC - Purchase	$120.00
Subtotal for Cost Center **Balefill:**	**$4,759.41**
00089542 NORCO INC - Purchase	$537.34

Note: *Click the invoice for additional information.*

00089609 NORCO INC - Purchase	$42.60
00089528 LONG BLDG. TECHNOLOGIE - Credi	-$118.00
00090194 VZWRLSS IVR VB - Purchase	$160.04
00086971 WOODWORKERS SUPPLY, I - Purcha	$17.59
00089042 APPLIED IND TECH 2733 - Purcha	$22.01
00090441 CASPER WINNELSON CO - Purchase	$160.00
00090462 CASPER WINNELSON CO - Purchase	$5.53
00090477 CASPER WINNELSON CO - Purchase	$5.53
00090022 DENNIS SUPPLY COMPANY - Purcha	$9.80
00090065 BAILEYS ACE HDWE - Purchase	$4.59
00090385 GEORGE T SANDERS 20 - Purchase	$81.66
00090335 SQ SQ SUMMIT ELECTRI - Purch	$834.18
00090350 SQ SQ SUMMIT ELECTRI - Purch	$350.00
00090364 SQ SQ SUMMIT ELECTRI - Purch	$70.00
00090397 SQ SQ SUMMIT ELECTRI - Purch	$385.00
00087589 CPS DISTINCCASPER2530 - Purcha	$34.90
00089147 BLOEDORN LUMBER CASPER - Purch	$201.60
00089166 BLOEDORN LUMBER CASPER - Purch	$47.68
00089170 WOODWORKERS SUPPLY, I - Purcha	$11.12
00089544 HERCULES INDUSTRIES CA - Purch	$131.51
00089555 CASPER CONTRACTORS SUP - Credi	-$59.68
00089568 CRUM ELECTRIC SUPPLY C - Purch	$21.22
00089588 BLOEDORN LUMBER CASPER - Purch	$22.19
00089589 CASPER CONTRACTORS SUP - Purch	$75.68
00089606 BLOEDORN LUMBER CASPER - Purch	$12.34
00089608 CASPER WINNELSON CO - Purchase	$56.85
00089619 UNITED GLASS - Purchase	$92.50
00089722 SHEET METAL SPECIALTIE - Purch	$80.30
00089727 GRAINGER - Purchase	$47.80
00089732 DENNIS SUPPLY COMPANY - Purcha	$49.13
00089734 MENARDS CASPER WY - Purchase	$15.97
00089735 GRAINGER - Purchase	$4.72
00089767 BLOEDORN LUMBER CASPER - Credi	-$22.64
00089772 DIAMOND VOGEL PAINT #7 - Purch	$81.25
00089804 BLOEDORN LUMBER CASPER - Purch	$35.96
00089816 BLOEDORN LUMBER CASPER - Purch	$292.25
00089817 BAILEYS ACE HDWE - Purchase	$12.58
00089822 BAILEYS ACE HDWE - Purchase	$18.86
00089843 SAMSCLUB #6425 - Purchase	$50.64
00089870 HENSLEY BATTERY&ELEC - Purchas	$6.06
00089887 BLOEDORN LUMBER CASPER - Purch	$87.43
00089948 PURVIS INDUSTRIES 67 - Purchas	$117.20
00089963 CASPER WINNELSON CO - Purchase	$76.18
00089967 BLOEDORN LUMBER CASPER - Purch	$47.10

00089987 GEORGE T SANDERS 20 - Purchase	$148.31
00090034 HERCULES INDUSTRIES CA - Purch	$54.08
00088642 IMLSS COLORADO - Purchase	$103.13
00090700 COMTRONIX - Purchase	$39.20
00089007 HERCULES INDUSTRIES CA - Purch	$14.79
00089017 CRUM ELECTRIC SUPPLY C - Purch	$2.05
00089880 WAL-MART #3778 - Purchase	$10.40
00090407 CASPER WINNELSON CO - Purchase	$133.77
00090417 CASPER WINNELSON CO - Purchase	$150.60
00089945 WAL-MART #3778 - Credit	-$10.40
00090239 CASPER WINNELSON CO - Purchase	$20.34
00090252 CASPER WINNELSON CO - Purchase	$10.16
00088247 REXEL 3212 - Purchase	$0.56
00090531 CASPER WINNELSON CO - Purchase	$169.20
00089660 DENNIS SUPPLY COMPANY - Purcha	$116.16
Subtotal for Cost Center **Buildings & Structures:**	**$5,178.92**
00089227 CASPER STAR TRIBUNE - Purchase	$485.88
Subtotal for Cost Center **Capital Projects:**	**$485.88**
00090485 CPU IIT - Purchase	$88.60
Subtotal for Cost Center **Casper Events Center:**	**$88.60**
00089663 DBC IRRIGATION SUPPLY - Purcha	$756.09
00090112 9266 GREAT CLIPS AT CA - Purch	$17.00
00090345 CPS DISTINCCASPER2530 - Purcha	$218.07
00090446 USPS PO 5715587501 - Purchase	$55.00
00090069 CASPER STAR TRIBUNE - Purchase	$536.44
00090312 ALPINE MOTOR SPORTS - Purchase	$191.98
Subtotal for Cost Center **Cemetery:**	**$1,774.58**
00090636 INTERMOUNTAIN RECORD C - Purch	$280.00
00090427 CASPER STAR TRIBUNE - Purchase	$169.18
00090529 CPU IIT - Purchase	$190.00
00090448 ATLAS OFFICE PRODUCTS - Credit	-$174.26
00090482 ATLAS OFFICE PRODUCTS - Purcha	$10.44
00090445 ATLAS OFFICE PRODUCTS - Purcha	$207.80
Subtotal for Cost Center **City Clerk:**	**$683.16**
00090602 ALBERTSONS #0062 - Purchase	$5.00
00089233 CASPER STAR TRIBUNE - Purchase	$171.44
00089209 CASPER STAR TRIBUNE - Purchase	$210.96
00090558 ADOBE CREATIVE CLOUD - Purcha	$39.99
00090207 CHEYENNE HOLIDAY INN E - Purch	$276.43

00090051 SMK SURVEYMONKEY.COM - Purchas	$12.33
Subtotal for Cost Center **City Manager:**	**$716.15**
00090304 VZWRLSS IVR VB - Purchase	$80.12
Subtotal for Cost Center **Code Enforcement:**	**$80.12**
00089067 GUS GLOBALSTAR USA - Purchase	$183.42
00090564 ATT BUS PHONE PMT - Purchase	$112.34
00090109 THE PUBLIC SAFETY GROU - Purch	$1,752.00
00090182 NATIONAL ACADEMY OF EM - Purch	$550.00
00090215 BIG SKY COMMUNICATIONS - Purch	$1,390.00
00090360 SAMS CLUB #6425 - Purchase	$45.94
00089118 NENA - Purchase	$142.00
00090002 MAVERIK #528 - Purchase	$27.64
00090019 EXXONMOBIL 47672811 - Purch	$22.65
00090679 DTV DIRECTV SERVICE - Purchase	$87.99
Subtotal for Cost Center **Communications Center:**	**$4,313.98**
00089472 SAMSCLUB #6425 - Purchase	$48.91
00090051 SMK SURVEYMONKEY.COM - Purchas	$12.34
00090229 CHEYENNE HOLIDAY INN E - Purch	$276.43
00090243 CHEYENNE HOLIDAY INN E - Purch	$276.43
00089530 WM SUPERCENTER #1617 - Purchas	$30.00
00089677 WM SUPERCENTER #1617 - Purchas	$19.88
00089808 CASPER STAR TRIBUNE - Purchase	$1,436.20
Subtotal for Cost Center **Council:**	**$2,100.19**
00090111 XEROX CORPORATION/RBO - Purcha	$35.42
00090339 CASPER CONTRACTORS SUP - Purch	$93.05
Subtotal for Cost Center **Engineering:**	**$128.47**
00085405 FERGUSON ENT #3069 - Purchase	$66.08
00090248 5.11 TACTICAL - Purchase	$523.92
00085630 CHECKRUN - Purchase	$350.00
00089900 ATLAS OFFICE PRODUCTS - Purcha	$147.92
00089909 ATLAS OFFICE PRODUCTS - Purcha	$267.28
Subtotal for Cost Center **Finance:**	**$1,355.20**
00090114 Amazon Prime - Purchase	$13.64
00090213 ALBERTSONS #0062 - Purchase	$10.74
00090250 ALBERTSONS #0060 - Purchase	$68.44
00090280 ALBERTSONS #0060 - Purchase	$5.00
00090332 Amazon Prime - Credit	-$13.64
00088998 EXXONMOBIL 47626544 - Purch	$81.09

00090116 EXXONMOBIL 47626544 - Purch	$41.28
00090389 EXXONMOBIL 47626544 - Purch	$72.15
00090432 AIR SOLUTIONS INC - Purchase	$445.50
00090026 MURDOCHS RANCH &HOME # - Purch	$83.90
00090402 BOUND TREE MEDICAL LLC - Purch	$234.00
00090540 DAVIDSON MECHANICAL, I - Purch	$383.98
00090465 AIR SOLUTIONS INC - Purchase	$3,640.00
00085856 AMZN Mktp US MI6306YG2 - Purch	$661.82
Subtotal for Cost Center **Fire:**	**$5,727.90**
00089558 OLSON AUTO BODY - Purchase	$2,038.10
00089584 OLSON AUTO BODY - Purchase	$2,335.28
00089601 OLSON AUTO BODY - Purchase	$1,375.00
00090320 DECKER AUTO GLASS - Purchase	$260.36
00090330 DECKER AUTO GLASS - Purchase	$260.36
00089501 HYDROTEX PARTNERS, LTD - Purch	$484.94
00089728 INTERSTATE ALL BATTERY - Purch	$485.75
00090123 INT IN NUTECH SPECIAL - Purch	$657.15
00089529 CAPITAL BUSINESS SYSTE - Purch	$39.00
00088014 BAILEYS ACE HDWE - Purchase	$2.39
00089782 CORNWELL BLACKETT ENTE - Purch	$2.99
00088782 SQ SQ NORTHERN LIGHT - Purch	$710.00
00089581 CASPER FORD LINCOLN - Purchase	$2,196.45
00089620 RRC COLLISION CENTER - Purchas	$933.40
00089983 GOODYEAR COMMERCIAL TI - Purch	$987.49
00090149 CASPER TIRE 0000705 - Purchase	$980.00
00090193 MAD TRANSPORT&TOWING L - Purch	$125.00
00090375 E&F HOLDING CO. - Purchase	$455.00
00088405 RMI WYOMING INC - Purchase	$63.32
00087871 STAPLES 00114181 - Purch	$19.39
00089560 ATLAS OFFICE PRODUCTS - Purcha	$31.75
Subtotal for Cost Center **Fleet Maintenance:**	**$14,443.12**
00090145 SUTHERLANDS 2219 - Purchase	$378.99
00090236 CASPER FIRE EXTINGUISH - Purch	$2,500.00
Subtotal for Cost Center **Golf Course:**	**$2,878.99**
00090237 MENARDS CASPER WY - Purchase	$5.97
00090176 WWWGABPCOM - Purchase	$396.99
00090251 WYOMING WORK WAREHOUSE - Purch	$158.32
Subtotal for Cost Center **Hogadon:**	**$561.28**
00090532 ALBERTSONS #0060 - Purchase	$2.42
00089990 ALBERTSONS #0060 - Purchase	$13.61

00090272 ALBERTSONS #0060 - Purchase	$4.61
00090257 QQEST SOFTWARE SYSTEMS - Purch	$2,540.00
Subtotal for Cost Center **Human Resources:**	**$2,560.64**
00090297 SAMSCLUB #6425 - Purchase	$26.44
00090117 SAMS CLUB #6425 - Purchase	$56.10
00090144 SHERWIN WILLIAMS 70343 - Purch	$25.47
00090242 DOLLAR TREE - Purchase	$15.00
Subtotal for Cost Center **Ice Arena:**	**$123.01**
00089770 CPU IIT - Purchase	$980.35
00090464 EXUCOM-FAXFINDER - Purchase	$360.00
00090288 ATLAS OFFICE PRODUCTS - Purcha	$55.46
00089921 CPU IIT - Purchase	$299.95
00090493 ATLAS OFFICE PRODUCTS - Purcha	$12.23
Subtotal for Cost Center **Information Services:**	**$1,707.99**
00090403 ATS ACOUSTICS - Purchase	$431.42
00090029 LOWES #00907 - Credit	-$269.85
00090140 ALTITUDE VETERINARY HO - Purch	$207.51
00090185 MENARDS CASPER WY - Purchase	$18.71
00090291 RESPOND FIRST AID OF W - Purch	$61.94
00090307 EMMISSARY PROFESSIONAL - Purch	$50.00
00090452 NOLAND FEED - Purchase	$304.76
00090334 STAPLES 00114181 - Purch	$60.88
00089954 SUTHERLANDS 2219 - Purchase	$283.50
00089958 LOWES #00907 - Purchase	$269.85
Subtotal for Cost Center **Metro Animal:**	**$1,418.72**
00090073 4TE DEWITT WATER SYSTE - Purch	$71.50
00090170 ATLAS OFFICE PRODUCTS - Purcha	$61.36
00090295 ATLAS OFFICE PRODUCTS - Purcha	$36.28
00089559 INT IN POWDER RIVER S - Purch	$21.00
00089216 ATLAS OFFICE PRODUCTS - Purcha	$189.97
00089128 TOP OFFICE PRODUCTS IN - Purch	$43.35
Subtotal for Cost Center **Municipal Court:**	**$423.46**
00089866 SUTHERLANDS 2219 - Purchase	$44.61
Subtotal for Cost Center **Natl Rec & Park Grant**	**$44.61**
00090093 CASPER STAR TRIBUNE - Purchase	$208.90
00088809 IMLSS COLORADO - Purchase	$484.78
Subtotal for Cost Center **Parking:**	**$693.68**

00090718 DBC IRRIGATION SUPPLY - Purcha	$32.55
00090080 BESTWAY FIRESTONE - Purchase	$2,492.36
00090371 DBC IRRIGATION SUPPLY - Purcha	$4.16
00090373 THE HOME DEPOT #6001 - Purchas	$10.89
00090388 DBC IRRIGATION SUPPLY - Purcha	$131.48
00090405 CPS DISTINCCASPER2530 - Purcha	$4.29
00090245 CPS DISTINCCASPER2530 - Purcha	$63.10
00090290 SUTHERLANDS 2219 - Purchase	$13.48
00090309 SUTHERLANDS 2219 - Purchase	$45.18
00090260 THE HOME DEPOT 6001 - Purchase	$300.64
00090619 BAILEYS ACE HDWE - Purchase	$10.38
00090695 CPS DISTRIBUTORS - Purchase	$4.45
00090696 CPS DISTRIBUTORS - Purchase	$58.07
00090406 CPS DISTINCCASPER2530 - Purcha	$34.21
00090714 CPS DISTRIBUTORS - Purchase	$3.09
00090428 CPS DISTRIBUTORS - Purchase	$54.85
00090503 CPS DISTRIBUTORS - Purchase	$14.95
00090528 CPS DISTRIBUTORS - Purchase	$23.47
00090584 MENARDS CASPER WY - Purchase	$94.91
00090095 INTL SOC ARBORICULTURE - Purch	$457.00
00090128 JOHNNY APPLESEED INC - Purchas	$1,540.80
00090221 BAILEYS ACE HDWE - Purchase	$363.82
00090607 DIAMOND VOGEL PAINT #7 - Purch	$302.50
00090572 MENARDS CASPER WY - Purchase	$667.28
00090165 FORT COLLINS WHOLESALE - Purch	$1,535.00
00090188 TRAVELOCITY 7445943459 - Purch	$250.00
00090351 TRAVELOCITY 7446990473 - Purch	$125.00
Subtotal for Cost Center **Parks:**	**$8,637.91**
00090400 INTERNATIONAL TRANSACTION - Pu	$4.64
00090422 MDF INDUSTRIES - Purchase	$580.00
Subtotal for Cost Center **Perpetual Care:**	**$584.64**
00090302 ALBERTSONS #0060 - Purchase	$26.46
00090624 LOAF N JUG #0105 - Purchase	$23.36
00090051 SMK SURVEYMONKEY.COM - Purchas	$12.33
00090484 ATLAS REPRODUCTION INC - Purch	$18.00
Subtotal for Cost Center **Planning:**	**$80.15**
00090060 UNITED 01624587714606 - Pur	$698.10
00090074 UNITED 01624587714610 - Pur	$698.10
00090107 UNITED 01624587714595 - Pur	$698.10
00090321 SOUTHWES 5262490826697 - Purc	$471.98
00090325 UNITED 01615157615756 - Pur	$30.00

00090326 UNITED 01615157619341 - Pur	$30.00
00090289 MCDONALD'S F13569 - Purchase	$28.79
00090300 BUDGET.COM PREPAY RESE - Purch	$516.39
00090647 FRIZZLE CHICKEN FARMHO - Purch	$19.62
00090653 BILLY GOAT TAVERN OF - Purchas	$26.15
00090670 HARPOON HARRYS CRAB HO - Purch	$17.58
00090673 CHICK-FIL-A - Purchase	$15.26
00090578 BUBBA GUMP GATLINBURG - Purcha	$29.90
00090594 CHICK-FIL-A - Purchase	$9.56
00090608 QUIZNOS TYS - Purchase	$12.05
00090626 BLUE MOOSE BURGERS - Purchase	$24.35
00090628 QUIZNOS TYS - Purchase	$12.05
00090640 FRIZZLE CHICKEN FARMHO - Purch	$37.30
00090355 POPEYES OF PIGEON FORG - Purch	$8.85
00090367 DLR PIGEON FORGE - Purchase	$25.05
00090398 PANDA EXPRESS #2528 - Purchase	$13.80
00090468 SQ SQ PAWPAW CATFISH - Purch	$17.64
00090483 SQ SQ BOSS HOGGS BBQ - Purch	$27.48
00090557 CHICK-FIL-A - Purchase	$9.02
00090665 QUIZNOS TYS - Purchase	$12.60
00090671 CHICK-FIL-A #00764 - Purchase	$43.79
00090680 BUBBA GUMP GATLINBURG - Purcha	$29.90
00090686 MARATHON PETRO192732 - Purchas	$30.99
00090281 VILLA PIZZA - Purchase	$14.29
00090342 UNITED 01615157642448 - Pur	$30.00
00090577 MCDONALD'S F13573 - Purchase	$11.73
00090580 CHICK-FIL-A - Purchase	$10.16
00090603 BUBBA GUMP GATLINBURG - Purcha	$53.80
00090618 BLUE MOOSE BURGERS - Purchase	$24.01
00090625 FRIZZLE CHICKEN FARMHO - Purch	$10.85
00090664 BLUE MOOSE BURGERS - Purchase	$11.96
00090460 EXXONMOBIL 42337899 - Purch	$50.15
00090478 CHICK-FIL-A #00764 - Purchase	$42.69
00090492 SQ SQ PAWPAW CATFISH - Purch	$45.25
00090496 SQ SQ PAWPAW CATFISH - Purch	$15.91
00090508 BILLY GOAT TAVERN OF - Purchas	$27.25
00090533 BILLY GOAT TAVERN OF - Purchas	$21.72
00090396 PANDA EXPRESS #2528 - Purchase	$12.40
00090411 DLR PIGEON FORGE - Purchase	$52.30
00090418 DLR PIGEON FORGE - Purchase	$22.80
00090439 SQ SQ BOSS HOGGS BBQ - Purch	$20.57
00090442 SQ SQ BOSS HOGGS BBQ - Purch	$27.48
00090458 SQ SQ PAWPAW CATFISH - Purch	$17.88
00090359 UNITED 01615157653161 - Pur	$30.00

00090363 SOUTHWES 5262490826696 - Purc	$471.98
00090365 UNITED 01615157622815 - Pur	$30.00
00090370 PANDA EXPRESS #2528 - Purchase	$11.00
00090381 PANDA EXPRESS #2528 - Purchase	$2.35
00090383 DLR PIGEON FORGE - Purchase	$40.95
00090337 SOUTHWES 5262490826694 - Purc	$471.98
00090340 SOUTHWES 5262490826698 - Purc	$471.98
00090344 SOUTHWES 5262490826699 - Purc	$471.98
00090347 SMOKY MOUNT BREWERY124 - Purch	$85.00
00090349 SOUTHWES 5262490826695 - Purc	$471.98
00090353 SMOKY MOUNT BREWERY124 - Purch	$24.04
00090315 MOUNTAIN STATES LITHOG - Purch	$167.02
00090091 WAL-MART #3778 - Purchase	$113.76
00090056 ALTITUDE VETERINARY HO - Purch	$293.77
00090071 ALTITUDE VETERINARY HO - Purch	$293.77
00090643 E&F HOLDING CO. - Purchase	$240.00
00090115 PANDA EXPRESS 1323 - Purchase	$9.66
00090283 WINGATE - Purchase	$136.03
00090306 PILOT 00007591 - Purch	$1.99
00090273 THE SEAFOOD KING. - Purchase	$23.40
00090279 PILOT 00007591 - Purch	$29.33
00090293 TARGET 00000968 - Purch	$13.66
00090294 WAL-MART #1253 - Purchase	$13.70
00090246 UNITED 01615155990107 - Pur	$30.00
00090249 COORS SILVER BULLET BA - Purch	$18.09
00090262 CHIPOTLE 0620 - Purchase	$14.61
00089931 QDOBA - Purchase	$9.62
00090230 UNITED 01615155990114 - Pur	$40.00
00090234 LUCKY FOOD CITGO STORE - Purch	$2.15
00090238 SOUPER SALAD - LAKE HI - Purch	$10.06
00089988 BUDGET.COM PREPAY RESE - Purch	$151.73
00090013 FBI LEEDA INC - Purchase	$695.00
00089092 REMINGTON ARMS COMPANY - Purch	$775.00
00089980 SHERATON DENVER - Purchase	$779.79
00089920 SHERATON DENVER DINING - Purch	$10.80
00089932 SHERATON DENVER - Purchase	$236.79
00089933 SHERATON DENVER - Purchase	$89.79
00089943 SPF45 - Purchase	$8.16
00089965 SPF45 - Purchase	$43.56
00089979 SHERATON DENVER - Purchase	$739.79
00090685 DRURY BIRMINGHAM SW - Purchase	$642.00
00089801 LOAF N JUG #0846 - Purchase	$34.96
00089828 SHERATON DENVER - Purchase	$570.00
00089888 SHERATON DENVER - Purchase	$570.00

00089905 SHERATON DENVER - Purchase	$570.00
00089916 SHERATON DENVER DINING - Purch	$7.02
00090659 TEXACO 0377029 - Purchase	$2.48
00090661 YELP-GRUBHUBUMISUSHIB - Purcha	$31.39
00090682 FAIRFIELD INN & SUITES - Purch	$882.07
00090638 GROUNDED IN BHM - Purchase	$10.65
00090642 LOAF N JUG #0195 - Purchase	$6.17
00090655 3BHMA BUDGET RAC BIRMI - Purch	$314.85
00090658 UNITED 01615167885828 - Pur	$30.00
00090609 TACO CASA 10 - Purchase	$6.92
00090616 DIA PARKING OPERATIONS - Purch	$64.00
00090627 NOODLES & CO 133 - Purchase	$10.24
00090633 TACO CASA 10 - Purchase	$5.38
00090576 SARA LEE SANDWICH SHOP - Purch	$13.79
00090583 DRURY BIRMINGHAM SW - Purchase	$642.00
00090585 TARGET 00000968 - Purch	$5.48
00090554 DAI DUE TAQUERIA - Purchase	$10.83
00090555 LOAF N JUG #0195 - Purchase	$25.53
00090566 TEXACO 0377029 - Purchase	$25.46
00090573 PAYLESS-CORPORATE OFFI - Purch	$388.21
00090517 CVS/PHARMACY #10888 - Purchase	$4.74
00090520 TST NI-KOME SUSHI & R - Purch	$16.24
00090527 TACO CASA 10 - Purchase	$10.20
00090543 AUSTIN CONV CENTER PKG - Purch	$15.00
00090480 WM SUPERCENTER #1253 - Purchas	$9.90
00090499 OKINAWA - Purchase	$38.89
00090507 LANDRYS BIRMINGHAM - Purchase	$38.06
00090421 TACO CASA 10 - Purchase	$3.59
00090429 CHIPOTLE 2363 - Purchase	$16.72
00090447 YANAGI - Purchase	$23.01
00090466 AUSTIN CONV CENTER PKG - Purch	$10.00
00090348 OKINAWA - Purchase	$46.58
00090377 OKINAWA - Purchase	$37.89
00090392 AUSTIN CONV CENTER PKG - Purch	$15.00
00090395 MILOS - HOMEWOOD - Purchase	$13.94
00090401 UNITED 01624597666580 - Pur	$866.10
00090322 AUSTIN CONV CENTER PKG - Purch	$10.00
00090323 AGUILERA'S MEXICAN RES - Purch	$13.00
00090336 POUR LA FRANCE B - Purchase	$15.99
00090210 PILOT 00007591 - Purch	$3.17
00090223 AUSTIN CONV CENTER PKG - Purch	$10.00
00090547 POWERDMS - Purchase	$397.75
00090551 ROCKY MOUNTAIN WASH - Purchase	$6.00
00090589 AUS 3175 MAD GREEN SAL - Purch	$12.45

00090596 AUSTIN CONV CENTER PKG - Purch	$10.00
00090599 JIM N' NICKS CON B BHM - Purch	$24.30
00090600 CNCIA PARKING - Purchase	$30.00
00090606 AUS 3174A AUSTIN ARTIC - Purch	$5.94
00090644 MOUNTAIN STATES LITHOG - Purch	$130.37
00090198 MOUNTAIN STATES LITHOG - Purch	$122.48
00087565 B & B RUBBER STAMP SHO - Purch	$43.90
00090139 NMI NATIONWIDE - Purchase	$50.00
00090162 MOUNTAIN SPORTS - Purchase	$1,249.52
00090190 OIL CITY HARLEY DAVIDS - Credi	-$199.50
00090205 TLF KEEFES FLOWERS - Purchase	$61.98
00090311 NATW NATW.ORG - Purchase	$201.00
00088368 MCDONALD'S F8067 - Purchase	$14.70
00088555 HILTON HOTELS - Purchase	$354.15
00090278 TLF KEEFES FLOWERS - Purchase	$75.94
00090712 WALGREENS #7462 - Purchase	$8.38
00089097 WYOMING CAMERA - Purchase	$595.95
00089136 CPU IIT - Purchase	$1,330.40
00089756 SUTHERLANDS 2219 - Purchase	$99.00
00090129 HUB FLOOR COVERING INC - Purch	$51.36
00090150 BLOEDORN LUMBER CASPER - Purch	$968.91
00089678 BLOEDORN LUMBER CASPER - Purch	$11.72
00089746 SUTHERLANDS 2219 - Purchase	$56.93
00089929 SHERWIN-WILLIAMS 70896 - Purch	$8.99
00089939 SHERWIN WILLIAMS 70343 - Purch	$12.93
00090000 DIAMOND VOGEL PAINT #7 - Purch	$88.44
00090690 INT IN WESTERN SIGN A - Purch	$139.00
00090217 BLOEDORN LUMBER CASPER - Purch	$58.20
00090233 SQ SQ SUMMIT ELECTRI - Purch	$1,461.55
00090513 WIND CITY BOOKS - Purchase	$227.88
00090570 BLOEDORN LUMBER CASPER - Purch	$44.03
00090593 DIAMOND VOGEL PAINT #7 - Purch	$24.02
00090333 SOURCE OFFICE - VITAL - Purcha	$53.47
00090409 SOURCE OFFICE - VITAL - Purcha	$156.85
00090693 SOURCE OFFICE - VITAL - Purcha	$42.37
00090147 WENDY'S-LOVELAND - Purchase	$10.42
00090171 I-25 PIT STOP - Purchase	$41.01
00090189 LOAF N JUG #0119 - Purchase	$25.05
00090220 VZWRLSS IVR VB - Purchase	$621.94
00090379 TACO CASA 10 - Purchase	$9.39
00090394 MILOS - HOMEWOOD - Purchase	$7.69
00090423 OKINAWA - Purchase	$33.04
00090436 OKINAWA - Purchase	$37.68
00090511 LANDRYS BIRMINGHAM - Purchase	$37.15

00090534 TACO CASA 10 - Purchase	$6.92
00090559 INT IN JERRY POST, PS - Purch	$5,400.00
00090231 MCDONALD'S F13573 - Purchase	$3.44
00090244 THE SEAFOOD KING. - Purchase	$20.60
00090090 HOTELS.COM160042050802 - Purch	$352.53
00090152 UNITED 01624590035456 - Pur	$848.10
00090169 BUDGET.COM PREPAY RESE - Purch	$128.42
00090328 POUR LA FRANCE B - Purchase	$17.04
00090329 OKINAWA - Purchase	$24.79
00090343 UNITED 01615156664045 - Pur	$30.00
00090541 SQ SQ PEDEN'S INC. - Purchas	$96.00
Subtotal for Cost Center **Police:**	**$33,561.89**
00090479 UNO'S CHICAGO GRILL - Purchase	$12.18
00090495 UNO'S CHICAGO GRILL - Purchase	$16.94
00090509 CHEYENNE LITTLE AM F&B - Purch	$7.31
00090414 MCDONALD'S F22006 - Purchase	$15.66
00090459 SHARIS OF CHEYENNE 137 - Purch	$15.03
00090382 CHILI'S #912 - Purchase	$13.23
00090313 THE BRACKET ROOM & GRE - Purch	$18.89
00090314 UNITED 01615151299839 - Pur	$30.00
00090346 OUTBACK STEAKHOUSE - 5 - Purch	$24.13
00090203 FISH MARKET - Purchase	$23.92
00090206 ARBYS 7432 - Purchase	$6.14
00090209 UNITED 01615151135601 - Pur	$30.00
00090226 RESIDENCE INN ALEXANDR - Purch	$755.28
00090113 CAFE 44 - Purchase	$15.32
00090119 FISH MARKET - Purchase	$36.11
00090132 DIA PARKING OPERATIONS - Purch	$32.00
00090137 FISH MARKET - Purchase	$39.40
00090161 FISH MARKET - Purchase	$26.79
00090172 FISH MARKET - Purchase	$6.50
00090070 Sweet Fire Donna's - Purchase	$22.70
00090072 THANIDA THAI RESTAURAN - Purch	$15.31
00090084 UBER TRIP - Purchase	$10.39
00090086 THANIDA THAI RESTAURAN - Purch	$13.04
00090097 CAFE 44 - Purchase	$26.65
00090101 UBER TRIP - Purchase	$1.00
00089129 CHEYENNE AREA CONVENTI - Purch	$250.00
00090046 SUPERSHUTTLE EXECUCARW - Credi	-$75.74
00090156 MOUNTAIN STATES LITHOG - Purch	$819.62
00090420 SQ SQ BIGHORN DESIGN - Purch	$909.00
00090515 PIZZA RANCH CASPER - Purchase	$63.00
00090303 RESIDENCE INN ALEXANDR - Purch	$755.28

00090266 THE BRACKET ROOM & GRE - Purch	$21.04
00090268 SPF45 - Purchase	$7.45
00090253 THE BRACKET ROOM & GRE - Purch	$20.49
00090255 SPF45 - Purchase	$35.57
00090227 RESIDENCE INN ALEXANDR - Purch	$755.28
00090228 THE BRACKET ROOM & GRE - Purch	$18.39
00090241 SPF45 - Purchase	$2.58
00090031 SUPERSHUTTLE EXECUCARW - Purch	$126.00
00090035 UNITED 01615145688618 - Pur	$30.00
00090037 PANDA EXPRESS #682 - Purchase	$8.06
00090050 THANIDA THAI RESTAURAN - Purch	$13.04
00090052 THANIDA THAI RESTAURAN - Purch	$12.93
00090054 Sweet Fire Donna's - Purchase	$25.03
00089981 QDOBA - Purchase	$11.06
00090011 UNITED 01615145689882 - Pur	$30.00
00090012 UNITED 01615145688601 - Pur	$30.00
00090020 SPF45 - Purchase	$31.35
00089961 JAMBA JUICE - Purchase	$6.76
00089975 JAMBA JUICE - Purchase	$8.31
00089976 QDOBA - Purchase	$14.92
00090562 PANDA EXPRESS #2298 - Purchase	$11.76
00090591 CHICK-FIL-A #03335 - Purchase	$11.44
00090604 DETROIT AIPORT - Purchase	$11.36
00090620 BUFFALO WILD WINGS 352 - Purch	$21.70
00090645 APPLEBEES 895600005017 - Purch	$18.95
00090419 MCDONALD'S F22006 - Purchase	$9.00
00090467 UNO'S CHICAGO GRILL - Purchase	$16.94
00090489 RED ROBIN NO 587 - Purchase	$13.02
00090516 SUBWAY 00260505 - Purch	$10.15
00090538 PANDA EXPRESS #2298 - Purchase	$12.17
00090662 BUFFALO WILD WINGS 352 - Purch	$21.27
00090674 CULVERS OF SAGINAW - Purchase	$4.34
00090684 EXXONMOBIL 47737010 - Purch	$30.90
00090648 DELTA 00682156862063 - Pur	$30.00
00090657 CHICK-FIL-A #03335 - Purchase	$9.48
00090621 BUDGET RENT-A-CAR - Purchase	$309.89
00090634 DELTA 00682156862052 - Pur	$30.00
00090595 DELTA 00682156862074 - Pur	$30.00
00090574 DETROIT AIPORT - Purchase	$8.19
00090575 PANDA EXPRESS #2298 - Purchase	$11.98
00090587 DELTA 00682156862041 - Pur	$30.00
00090548 APPLEBEES 895600005017 - Purch	$15.89
00090565 DIA PARKING OPERATIONS - Purch	$63.00
00090510 TST CHEYENNE RIB AND - Purcha	$27.77

00090535 CHEYENNE LITTLE AM F&B - Purch	$18.89
00088968 QUALITY INN - Purchase	$366.96
00088980 QUALITY INN - Purchase	$366.96
00090061 CAFE 44 - Purchase	$20.65
00090067 CAFE 44 - Purchase	$15.82
Subtotal for Cost Center **Police Grants:**	**$6,691.82**
00090120 INT IN JERRY POST, PS - Purch	$550.00
00090159 URGENT CARE OF CASPER - Purcha	$3,169.00
00090433 CONVERGEONE INC - Purchase	$44.28
00090040 CPU IIT - Purchase	$88.60
00090163 MOUNTAIN WEST TECHNOLO - Purch	$708.00
00090211 CONVERGEONE INC - Purchase	$4,019.93
00089605 BEST BUY 00015271 - Purch	$32.99
00090622 HQ SOUTHERN BBQ LLC - Purchase	$162.50
Subtotal for Cost Center **Property & Liability Insurance:**	**$8,775.30**
00089575 HOMEDEPOT.COM - Purchase	$110.90
00089873 AMZN MKTP US M67J01BP2 - Purch	$196.00
00090075 WAL-MART #1617 - Purchase	$171.00
00090376 AMAZON.COM M62452RU2 A - Purch	$59.44
00089729 AMZN MKTP US M64VC70Q0 - Purch	$37.23
00089754 FOX III $ SAVER - Purchase	$1,200.00
00090010 INT IN GOEDICKE'S CUS - Purch	$37.00
00090075 WAL-MART #1617 - Purchase	$39.76
00090481 AMAZON.COM M672D5IM0 A - Purch	$51.95
00090567 SAMSCLUB #6425 - Purchase	$51.84
00090519 PARTY AMERICA CASPER # - Purch	$41.40
00090451 SAMSCLUB #6425 - Purchase	$22.50
00090490 WM SUPERCENTER #1617 - Purchas	$72.94
00090066 AMZN Mktp US M64HL5D92 - Purch	$87.98
00090164 AMZN Mktp US M68GZ0DT0 - Purch	$177.29
00090376 AMAZON.COM M62452RU2 A - Purch	$318.60
00090457 AMAZON.COM AMZN.COM/BI - Credi	-$86.27
00090118 ARC SERVICES/TRAINING - Purcha	$570.00
00089744 SQ SQ PEDEN'S INC. - Purchas	$192.00
00089653 PP MDFURNITURE - Purchase	$350.00
00090474 PP MDFURNITURE - Purchase	$250.00
00090103 THE HOME DEPOT #6001 - Purchas	$190.94
00090598 SQ SQ SUPERIOR TECH - Purcha	$1,020.00
00090651 GRAINGER - Purchase	$109.30
00089598 DBC IRRIGATION SUPPLY - Purcha	$39.20
00089600 BAILEYS ACE HDWE - Purchase	$39.96
00089852 BAILEYS ACE HDWE - Purchase	$24.99

Subtotal for Cost Center **Recreation:**	**$5,375.95**
00089659 3D SPECIALTIES INC - Blank Sig	$242.55
00089940 BLOEDORN LUMBER CASPER - Purch	$4,384.55
00090102 CASPER STAR TRIBUNE - Purchase	$544.92
00090270 HOWARD SUPPLY COMPANY - Purcha	$114.92
00090298 BAILEYS ACE HDWE - Purchase	$49.95
00090122 SQ SQ SUMMIT ELECTRI - Purch	$72.96
00090324 CMI TECO - Purchase	$4,381.87
00089966 CASPER TIRE 0000705 - Purchase	$300.00
00090135 CASPER TIRE 0000705 - Purchase	$35.00
00090390 SQ SQ NORTHERN LIGHT - Purch	$750.00
00090408 SQ SQ NORTHERN LIGHT - Purch	$2,400.00
00090338 CMI TECO - Purchase	$1,501.04
00090352 CMI TECO - Purchase	$1,085.33
00090354 CMI TECO - Purchase	$98.00
00090361 CMI TECO - Purchase	$353.43
00090362 CMI TECO - Purchase	$469.06
00090374 SQ SQ NORTHERN LIGHT - Purch	$750.00
00090413 CONTAINER COMPONENTS - - Purch	$1,717.58
Subtotal for Cost Center **Refuse Collection:**	**$19,251.16**
00090083 AIRGAS CENTRAL - Purchase	$69.27
00090537 NORCO INC - Purchase	$137.43
00090356 EPASALES - Purchase	$332.80
00090453 INT IN NEVEREST EQUIP - Purch	$761.70
00090104 HOSE & RUBBER SUPPLY C - Purch	$28.92
00090179 BAILEYS ACE HDWE - Purchase	$7.99
00090222 SAMSCLUB #6425 - Purchase	$122.72
00090126 DEELAT.COM - Purchase	$888.09
00090153 EPASALES - Purchase	$330.44
00090183 CASPER CONTRACTORS SUP - Purch	$148.15
00090285 MENARDS CASPER WY - Purchase	$72.95
00090435 INT IN NEVEREST EQUIP - Purch	$674.90
Subtotal for Cost Center **Sewer:**	**$3,575.36**
00090259 CPU IIT - Purchase	$797.40
00090235 MOUNTAIN WEST TECHNOLO - Purch	$4,720.00
00090282 MODERN ELECTRIC - Purchase	$275.00
00090301 CONVERGEONE INC - Purchase	$1,160.95
Subtotal for Cost Center **Streets:**	**$6,953.35**
00090173 GRAINGER - Purchase	$32.99
00090202 STOTZ EQUIP CASPER 010 - Purch	$54.69

00090617 WATERWORKS IND 2697 - Purchase	$984.28
00090669 RMI WYOMING INC - Purchase	$210.71
00089233 CASPER STAR TRIBUNE - Purchase	$171.44
00090264 VIBRALIGN INC - Purchase	$720.89
00090463 CASPER STAR TRIBUNE - Purchase	$208.90
00090514 BAILEYS ACE HDWE - Purchase	$28.97
00090525 BAILEYS ACE HDWE - Purchase	$23.16
00090387 NETEON-SHOPMOXA - Purchase	$1,206.00
Subtotal for Cost Center **Waste Water:**	**$3,642.03**
00090001 DANA KEPNER CO. - Purchase	$927.00
00090142 DANA KEPNER CO. - Purchase	$199.76
00090224 THE HOME DEPOT #6001 - Purchas	$13.86
00090416 SUTHERLANDS 2219 - Purchase	$74.85
00090372 BEARING BELTCHAIN00244 - Purch	$10.08
00090240 UNION WIRELESS - Purchase	$128.71
00090412 NATIONAL METER AND AUT - Purch	$3,158.40
00090471 DANA KEPNER CO. - Purchase	$38.00
00090542 WEAR PARTS INC - Purchase	$23.95
00090708 CPU IIT - Purchase	$169.00
00090064 ATLAS OFFICE PRODUCTS - Purcha	$65.16
00090089 GRAINGER - Purchase	$51.84
00090277 WAL-MART #3778 - Purchase	$75.00
00090523 TRACTOR SUPPLY CO #199 - Purch	$199.99
00090426 SQU SQ KEYHOLE TECHNO - Purch	$3,954.26
00089708 MENARDS CASPER WY - Purchase	$629.00
00090410 AHERN RENTALS INC - Purchase	$4,690.00
00090267 SUTHERLANDS 2219 - Purchase	$13.00
00090357 KNIFE RIVER 5701 - Purchase	$2,637.00
00090053 CASPER STAR TRIBUNE - Purchase	$204.16
00090556 WEAR PARTS INC - Purchase	$5.40
00090444 WAL-MART #3778 - Purchase	$15.92
00090491 BEARING BELTCHAIN00244 - Purch	$8.49
00090663 PIZZA HUT 035955 - Purchase	$36.73
00090077 THE HOME DEPOT #6001 - Credit	-$20.94
00090092 THE HOME DEPOT #6001 - Purchas	$10.96
00090108 THE HOME DEPOT #6001 - Purchas	$20.94
00090287 NORCO INC - Purchase	$32.21
00090308 RMI WYOMING INC - Purchase	$90.00
00090318 INT IN CREED COMPANIE - Purch	$525.00
00090358 ROCKY MOUNTAIN AIR SOL - Purch	$21.47
00090425 HARBOR FREIGHT TOOLS 3 - Purch	$14.97
00090440 HARBOR FREIGHT TOOLS 3 - Purch	$24.27
00090196 NATIONAL METER AND AUT - Purch	$4,577.90

00090672 ENERGY LABORATORIES IN - Purch	$22.00
00090110 ENERGY LABORATORIES IN - Purch	$37.00
00090154 ENERGY LABORATORIES IN - Purch	$374.00
00090475 ENERGY LABORATORIES IN - Purch	$352.00
00090487 ENERGY LABORATORIES IN - Purch	$27.00
Subtotal for Cost Center **Water:**	**$23,438.34**
00090504 ROCKY MOUNTAIN AIR SOL - Purch	$3,684.50
00090683 ENERGY LABORATORIES IN - Purch	$1,970.00
00090143 FERGUSON ENT #3069 - Purchase	$416.27
00090186 FERGUSON ENT #3069 - Purchase	$21.49
00090219 NOR NORTHERN TOOL - Purchase	$99.97
00090506 CASPER FORD LINCOLN - Purchase	$731.00
00090105 HARBOR FREIGHT TOOLS 3 - Credi	-$45.98
00089930 ENERGY LABORATORIES IN - Purch	$42.00
00089938 ENERGY LABORATORIES IN - Purch	$509.00
00090545 EUROFINS EATON ANALYTI - Purch	$200.00
00090666 ENERGY LABORATORIES IN - Purch	$231.00
00090698 ENERGY LABORATORIES IN - Purch	$384.00
00089998 CASPER STAR TRIBUNE - Purchase	$48.28
00090716 COASTAL CHEMICAL CO LL - Purch	$109.34
00090078 HARBOR FREIGHT TOOLS 3 - Purch	$45.98
00090088 CASPER TIRE 0000705 - Purchase	$15.00
00090045 SMITHS FOOD #4185 - Purchase	$77.95
Subtotal for Cost Center **Water Treatment Plant:**	**$8,539.80**
00090005 AGTERRA TECHNOLOGIES I - Purch	$3,965.00
00090039 GRAINGER - Purchase	$133.48
00090063 SIMPLOT PARTNERS-1417 - Purcha	$165.40
00090518 BAILEYS ACE HDWE - Purchase	$67.98
Subtotal for Cost Center **Weed And Pest:**	**$4,331.86**
Vendor Subtotal:	**$187,401.84**

Grand Total $187,401.84

Approved By

On

Note: *Click the invoice for additional information.*

City of Casper
Bills and Claims for 7/16/19
Fiscal Year 2020 Activity
July 1, 2019 - July 7, 2019

VENDOR	DESCRIPTION	NET AMOUNT	
71 CONSTRUCTION, 20935HP	3/8" Hot mix asphalt	$	136.80
CASELLE, INC. 96192	Contract Support August 2019	$	75.00
CRIME SCENE INFO 157-12-088	July Basic program/Web tips	$	109.87
FIVE TRAILS ROTA 103807	Dues July - December 2019	$	350.00
GFOA 0162001	Association Dues - Meyer/Concelario	$	305.00
GLOBAL SPECTRUM 0001188-IN	July NOL	$	82,909.91
KNIFE RIVER/JTL 196423	3/8" Plant Mix	$	258.70
KONE, INC. 959296375	Annual Elevator Agreement	$	2,986.44
MOTOROLA SOLUTIO 40710	Annual Maintenance FY20	$	152,433.84
MOTOROLA SOLUTIO 8230226033	Services	$	6,163.50
MOTOROLA SOLUTIO 8230228933	Services	$	3,954.33
MOUNTAIN WEST TE 1368	July Metro-Ethernet Charges	$	503.74
MUNICIPAL CODE C 00328390	Admin fees FY20	$	450.00
ONE CALL OF WY. 52546	Locate Tickets	$	385.35
PORTER, MUIRHEAD 6294	Progress billing	$	20,000.00
RAILROAD MGMT CO 397230	License Fees 9/01/19 - 8/31/20	$	235.41
RAILROAD MGMT CO 397409	License fees 9/01 /19 - 08/31/20	$	1,218.56
SALTUS TECHNOLOG 1907-02	Annual fee - digiTICKET	$	11,600.00
STATE OF WY. - N RIN0029723	Notary Application - Mattila	$	30.00
STEALTH PARTNER RIN0029718	July coverage	$	49,857.97
WEBWARE SOLUTION 4	OPS subscription FY20	$	4,680.00
		$	**338,644.42**

Payroll Disbursements

7/3/19	ONE TIME PAYMENT	$	733,797.62
7/3/19	BENEFITS & DEDUCTIONS	$	57,455.42
7/10/19	FIRE PAYROLL	$	174,738.97
7/10/19	BENEFITS & DEDUCTIONS	$	30,940.55
7/11/19	CITY PAYROLL	$	1,176,128.16
7/11/19	BENEFITS & DEDUCTIONS	$	175,364.18
	Total Payroll	**$**	**2,348,424.90**

Additional Accounts Payable

6/27/2019	Prewrits: Utility Refunds, Petty Cash, Travel Reimbursements		
	Air Comfort Complete	$	2,595.75
	Air Innovations		1,371.54
	Andrew Beamer		227.00
	Arnett, Missy J.		41.39
	Barker, Diane/Sidney		54.42
	Bennett, Boyce/Leann		48.94
	Blake, Bailey		34.26
	Daniels, Margaret		653.29
	Diane Sandmark		33.23
	Dohrn, Nicholas		43.77
	Donaldson, Kemuel/Levi		54.42
	Estey, Alisa		6.81
	FIB- Petty Cash		644.46
	Jennings, Katelyn		54.42
	Kim Reimann		150.00
	Sara Nelson		9.95
	Sullivan, Teneil/Daniel		154.04
	Utt, Michael		50.59
			6,228.28
6/21/2019	Global Spectrum - CNFR		262,314.07
	Global Spectrum - CNFR		26,527.28
	Global Spectrum - Carson & Barnes Circus		2,019.90
			290,861.25
6/26/19	Global Spectrum - ATM		10,698.00
6/30/19	Prewrits - utility refunds, petty cash, equipment purchase,funds agreement		
	Avery Baker		21.45
	Samantha Baker		62.60
	Briana Everhart		550.00
	First Interstate Bank - Petty cash		350.08
	Marc Merrick		22.93
	Recykling Industrial Repair		137,433.00
	Afton Tyson		52.78
	Daniel Weishaupl		28.84
	Bure of Reclamation		15,000.00
			153,521.68
	Total Additional AP		**$461,309.21**

Conflict Claims

06/27/19	Charlie Powell	Travel Reimbursement	$	512.30
		Claims Total	$	512.30

July 19, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Establish Date of Public Hearing for Consideration of an Ordinance approving a rezone of Lots 25-26, Block 8, East Burlington Addition, from a mix of M-1 (Limited Industrial) and C-2 (General Business), to entirely C-2 (General Business)

Meeting Type & Date:
Regular Council Meeting, July 16, 2019.

Action Type:
Establish date of public hearing.

Recommendation:
That Council, by minute action, establish August 6, 2019 as the date of public hearing for consideration of an Ordinance approving a rezone of Lots 25-26, Block 8, East Burlington Addition, from a mix of M-1 (Limited Industrial) and C-2 (General Business), to entirely C-2 (General Business).

Summary:
Hills Rental Properties, LLC has applied for a zoning classification change for 442 North Lennox Street. The property is currently occupied by a residential structure, and the two-lot property consists of dual zoning classifications, M-1 (Limited Industrial) and C-2 (General Business). A residential structure is a permitted use in the C-2 (General Business) zoning district, but is considered nonconforming under M-1 (Limited Industrial) zoning. The proposed zone change, if approved, will simply address the zoning inconsistency of the property, and thereby, facilitate the continued use of the property for residential purposes. The property is surrounded by properties zoned C-2 (General Business) on the south and east; and by properties zoned M-1 (Limited Industrial) on the north and west.

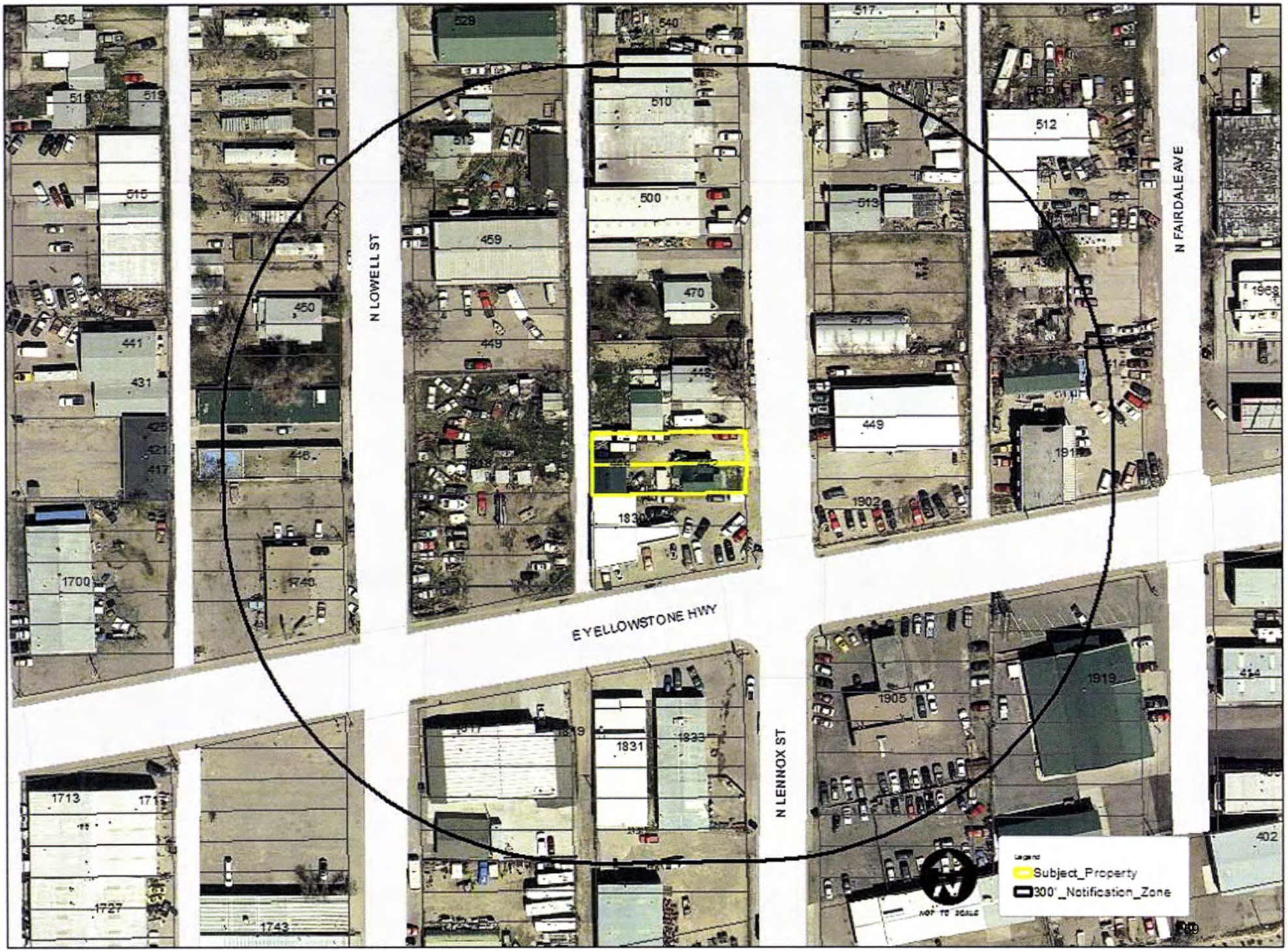
The Planning and Zoning Commission voted to unanimously support the rezone after a public hearing on June 20, 2019. There were no public comments either for or against the rezone. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:
Not applicable.

Oversight/Project Responsibility:
Craig Collins, AICP, City Planner, is tasked with processing zone change proposals.

Attachments:
Location Map

442 North Lennox Zone Change



July 19, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Establish Date of Public Hearing for Consideration of an Ordinance approving a rezone of the former North Casper Elementary School, located at 1014 Glenarm Street, from ED (Educational District) to C-2 (General Business).

Meeting Type & Date:
Regular Council Meeting, July 16, 2019.

Action Type:
Establish date of public hearing.

Recommendation:
That Council, by minute action, establish August 6, 2019 as the date of public hearing for consideration of an Ordinance approving a rezone of the former North Casper Elementary School, located at 1014 Glenarm Street, from ED (Educational District) to C-2 (General Business).

Summary:
The Casper Housing Authority has applied for a zoning classification change for the former North Casper Elementary School property, located at 1014 Glenarm Street. The applicant plans to convert the former school into a multi-purpose facility, to include office space, a daycare facility, and a maintenance facility for all public housing throughout Casper. The property consists of thirty-eight (38) platted lots, and includes a vacated portion of the alley running north/south through the block. Zoning classifications surrounding the subject property are all R-3 (One to Four Unit Residential), and existing land uses in the area are residential. The existing structures on the property have not been in use since 2015.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and 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 Comprehensive Land Use Plan is the City's land use and development policy document that describes the values and ideals expressed by the community for its future following an exhaustive public input process. Chapter Three (3) of the Comprehensive Land Use Plan provides principles and goals. Principles and goals that may be applicable to the requested zone change are as follows:

> Goal ECH2-2 – **Downtown Rising**: Prioritize infill development within the core of the community, and the transition of vacant, underutilized properties, and buildings to public spaces, residential and commercial development. (Pg 3-5)

Principle VUC1-2 – **Neighborhood Services:** Enhance the cohesiveness and identity of residential neighborhoods by encouraging a healthy mixture of commercial, employment, neighborhood services (coffee shops, grocery stores, and restaurants), and cultural uses that support the everyday needs of the residents. (Pg. 3-9)

Goal UQL2-2 – **Mixed Use Neighborhoods**: Provide for commercial uses in and adjacent to residential neighborhoods in a manner that contributes to the neighborhood's integrity and identity through thoughtful design of signage, lighting, buffers, and parking.

Section 17.68.020 of the Municipal Code lists the following land uses as being permitted in the proposed C-2 (General Business) zoning district.

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.

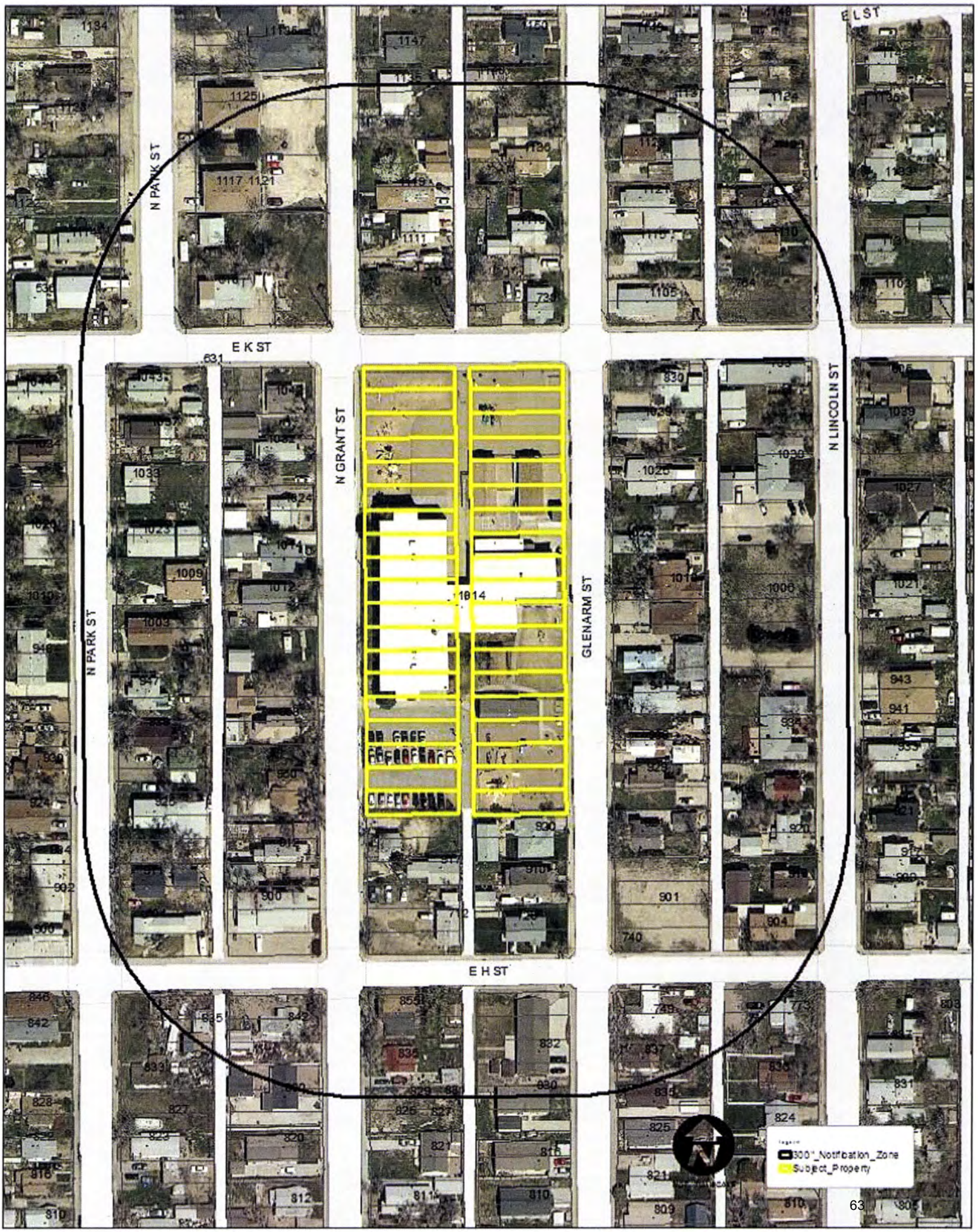
The Planning and Zoning Commission voted to unanimously support the rezone after a public hearing on June 20, 2019. Several citizens spoke in favor of the zone change, and there were no public comments submitted opposing the zone change. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:
Not applicable.

Oversight/Project Responsibility:
Craig Collins, AICP, City Planner, is tasked with processing zone change proposals.

Attachments:
Location Map

Former North Casper Elementary School Rezoning Request



July 10, 2019

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

FROM: John Henley, City Attorney JH

SUBJECT: Amendments to Chapter 10.72 – Articles - Parades

Meeting Type & Date:
Council Meeting
July 23, 2019

Action Type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish August 6, 2019 as the public hearing date for amendments to Casper Municipal Code Chapter 10.72 – Article I. - Parades.

Summary
Questions about the process to obtain a parade permit and comply with the Special Events Planning Guide and Policy resulted in proposed amendments to the Casper Municipal Code.

It is hoped that due to the significant discussion surrounding this concern, that the Council will consider amendments to the Ordinance at this point.

In addition, it is likely that an additional request to Council regarding amendments to the Special Events Planning Guide and Policy will also be made to address, particularly, the new TIPS training requirement, as well as making some technical and fee changes.

It seems that both the proposed changes to Municipal Code Chapter 10.72 in the Code, as well as proposed changes to the Special Events Planning Guide and Policy should be considered together.

Financial Considerations
No financial considerations

Attachment
Proposed Ordinance

Oversight/Project Responsibility
John Henley, City Attorney
Fleur D. Tremel, City Clerk
Carla Mills-Laatsch, Licensing Specialist

ORDINANCE NO. ____

AN ORDINANCE AMENDING ARTICLE I – PARADES – SECTIONS 10.72.010-10.72.140

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

That Article I – Parades – Sections 10.72.010-10.72.140 of the Casper Municipal Code is hereby amended to read as follows:

Article I. – Parades

10.72.010 – Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

A. "Chief of police" means the chief of police of the city~~.~~ or the chief's designee.

B. "Parade" means any parade, march, ceremony, show, exhibition, pageant or procession of any kind, or any similar display, in or upon any street, park or other public place in the city.

C. "Parade permit" means a permit as required by this article.

D. "Business days" are Mondays through Fridays which are not official Holidays recognized by the State of Wyoming for purposes of closing State offices.

(Prior code § 24-124)

10.72.020 – Permit—Required when.

A. No person shall engage in, participate in, aid, form or start any parade, unless a parade permit shall have been obtained from the chief of police.

B. This article shall not apply to:

1. Funeral processions;

2. Students going to and from school classes or participating in educational activities; provided, that such conduct is under the immediate direction and supervision of the proper school authorities;

3. A governmental agency acting within the scope of its functions.

(Prior code § 24-126)

10.72.030 – Permit—Application—Filing period.

A. A person seeking issuance of a parade permit shall file an application -pursuant to the Special Events Planning Guide and Policy of the City of Casper. ~~with the chief of police on forms provided by such officer.~~

B. An application for a parade permit shall be filed ~~with the chief of police not less than five days or more than ten days before the date on which it is proposed to conduct the parade.~~ pursuant to Casper's Special Events Planning Guide and Policy.

C. The application for a parade permit shall set forth the following information:

1. The name, address and telephone number of the person seeking to conduct such parade;

2. If the parade is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization;

3. The name, address and telephone number of the person who will be the parade chairman and who will be responsible for its conduct;

4. The date when the parade is to be conducted;

5. The route to be traveled, the starting point and the termination point;

6. The approximate number of persons who, and animals and vehicles which, will constitute such parade, the type of animals and description of the vehicles;

7. The hours when such parade will start and terminate.

8. A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed;

9. The location by streets of any assembly areas for such parade;

10. The time at which units of the parade will begin to assemble at any such assembly area or areas;

11. The interval of space to be maintained between units of such parade;

12. If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the chief of police a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf;

13. Any additional information which the chief of police shall find reasonably necessary to a fair determination as to whether a permit should issue.

D. The chief of police, where good cause is shown therefor, shall have the authority to consider any application hereunder which is filed less than ~~five days~~ the minimum number of days before the date such parade is proposed to be conducted~~.~~, pursuant to the City of Casper's Special Events Planning Guide and Policy.

E. There shall be no fee for the issuance of parade permit~~.~~, but the fees and charges to help pay for staff time and overtime and the requirements for insurance, as set forth in Casper's Special Event Planning Guide and Policy shall be collected and obtained as required therein.

(Prior code § 24-127)

10.72.040 – Permit—Contents.

Each parade permit shall state the following information:

A. Starting time;

B. Minimum speed;

C. Maximum speed;

D. Maximum interval of space to be maintained between the units of the parade;

E. The portions of the streets to be traversed that may be occupied by the parade;

F. The maximum length of the parade in miles or fractions thereof;

G. Such other information as the chief of police shall find necessary to the enforcement of this article.

(Prior code § 24-133)

10.72.050 – Permit—Conditions for issuance.

I. The chief of police shall issue a permit as provided for under this article when, from a consideration of the application and from such other information as may otherwise be obtained, he finds that:

A. The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;

B. The conduct of the parade will not require the diversion of so great a number of police officers of the city to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city;

C. The conduct of such parade will not require the diversion of so great a number of ambulances to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of march and areas contiguous thereto;

D. The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas;

E. The conduct of such parade will not interfere with the movement of fire-fighting equipment in route to a fire;

F. The conduct of the parade is not reasonably likely to cause a clear and present danger of injury to persons and property;

G. The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays in route;

H. The parade is not to be held for the sole purpose of advertising any product, goods or event, and is not designed to be held purely for private profit.

II. The chief of police shall decline to issue a permit as provided for under this article when, from a consideration of the application and from such other information as may otherwise be obtained, he finds:

A. The application for permit (including any required attachments and submissions) is not fully completed, executed, and any fees or insurance are not paid or obtained.

B. The application for permit contains a material falsehood or misrepresentation.

C. The applicant is legally incompetent to contract or to sue and be sued.

D. The applicant or the person on whose behalf the application for permit was made has on prior occasions damage City's or private property and has not paid in full for such damage, or has other outstanding and unpaid debts to the City.

E. The use or activity intended by the applicant would conflict with previously planned programs organized or authorized by the City and previously scheduled for the same time and place.

F. The use or activity intended by the applicant would present an unreasonable danger to the health or safety of the applicant, or other users of the City property, City employees or of the public.

(Prior code § 24-128)

10.72.060 – Permit—Notice to city and other officials.

Immediately upon the issuance of a parade permit, the chief of police shall send a copy thereof to the following:

A. City manager;

~~B. City attorney;~~

~~C~~B. Fire chief;

~~D~~C. Director of the department of public works;

~~E. Postmaster.~~

D. City clerk

(Prior code § 24-132)

10.72.070 – Permit—Notice of rejection.

The chief of police shall act upon the application for a parade permit within ~~two~~ ten business days after the ~~filing thereof~~ notice of applicant. If the chief of police disapproves the application, he shall ~~mail~~ e-mail to the applicant, and copy the City Manager, City Attorney and Mayor, ~~within two days after the date upon which the application was filed,~~ a notice of his action, stating the reasons for the denial of the permit.

(Prior code § 24-129)

10.72.080 – Permit—Appeal procedure.

Any person aggrieved shall have the right to appeal the denial of a parade permit to the city council. The appeal shall be taken within ~~one day~~ three business days after ~~notice~~ the e-mailed notice of disapproval. The appeal must state the grounds therefore and the relief requested and must be e-mailed to the Chief of police, the City Manager, the City Attorney and hand-delivered to the City Clerk. The city council shall act upon the appeal ~~within~~ at the next scheduled regular or work session meeting occurring no less than ~~two~~ three business days after ~~its~~ the City Clerk's receipt of the appeal.

(Prior code § 24-130)

10.72.090 – Alternative permit procedure.

The chief of police, in denying an application for a parade permits, shall be empowered to authorize the conduct of the parade on a date, at a time or over a route different from what named by the applicant. An applicant desiring to accept an alternate permit shall, within two days after notice of the action of the chief of police, file a written notice of acceptance within the chief of police. An alternate parade permit shall conform to the requirements of, and shall have the effect of, a parade permit under this article.

(Prior code § 24-131)

10.72.100 – Permit—Compliance with regulations—Possession during parade.

A. A permittee under this article shall comply with all permit directions and conditions and with all applicable laws, the current Special Event Planning Guide and Policy generated conditions and ordinances.

B. The parade chairman or other person heading or leading such activity shall carry the parade permit upon his person during the conduct of the parade.

(Prior code § 24-134)

10.72.110 – Permit—Revocation conditions.

The chief of police shall have the authority to revoke a parade permit issued under this article upon violation of the standards for issuance as set forth in this article or for violation of the conditions as set forth pursuant to the Special Events Planning Guide or Policy.

(Prior code § 24-135)

10.72.120 – Parking restrictions on parade route—Signs.

The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade. The chief of police shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this article.

(Prior code § 24-125(c))

10.72.130 – Driving through parades prohibited.

No driver of a vehicle, streetcar or trackless trolley shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade.

(Prior code § 24-125 (b))

10.72.140 – Obstruction and interference prohibited.

No person shall unreasonably hamper, obstruct or impede, or interfere with any parade or parade assembly or with any person, vehicle or animal participating or used in a parade.

(Prior code § 24-125(a))

PASSED on 1st reading the ____ day of ____, 2019

PASSED on 2nd reading the ____ day of ____, 2019

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Charles Powell
Mayor

July 10, 2019

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

FROM: John Henley, City Attorney JH

SUBJECT: Chapter 8.04 – Businesses Affecting Public Health

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

Action Type
Establish August 6, 2019 as the Public Hearing and 1st Reading of the proposed Ordinance Amending Chapter 8.04 – Businesses Affecting Public Health of the Casper Municipal Code.

Recommendation
That Council, by minute action, establish August 6, 2019 as the public hearing date for proposed amendments to Casper Municipal Code Chapter 8.04, specifically, Sections 8.04.010, 8.04.020 and 8.04.060.

Summary
Recently, staff met with the Casper-Natrona County Health Department and learned that the state has similar requirements for mobile food vendors with respect to health inspections, as well as permitting the operation of temporary food establishments.

In order to avoid duplication, it is recommended that the Casper Municipal Code, be modified to remove from the definition of businesses affecting the public health, mobile food vehicles and their operators. In addition, the Casper-Natrona County Health Department advised staff that it does not feel it has the authority, nor, in many instances, would know what type of inspection to conduct regarding some of the listed businesses; conversely, the Health Department does inspect "body art and permanent cosmetic establishments" and "bed and breakfasts", which are added to the Ordinance. The proposed amendments are set forth below:

"8.04.010 – Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

...

B. "Businesses affecting the public health" means any business, other than mobile food vehicles and their operators, within the city furnishing to the public any food and drink,

lodging, ~~laundry or dry cleaning service, septic tank cleaning service, amusements, public baths, massage treatments~~, body art and permanent cosmetic establishments, supervision and care of children ~~or the aged, restroom facilities~~ and all like services or business, whether such services or businesses are on or off the premises."

In addition, it is suggested that Casper Municipal Code 8.04.020 which addresses temporary food establishment and fees for licensing, be amended to remove temporary food establishments and the licensing fee for such food establishments from the Code section. The Code would be amended to read:

"8.04.020 – License—Fee.

A. Every business affecting the public health shall, before beginning business, apply to the city for a license, and, after the business and premises are inspected, and approved by the health officer and payment of the proper fee, such license shall be issued. The license fee shall be:

~~1. Ten dollars for public showers, laundries, dry cleaning establishments, places for the care of the aged and temporary food establishments. For the purpose of this subsection, temporary food establishments are defined as those operating at a fixed location for a period of time not exceeding fourteen consecutive days and in conjunction with a single event or celebration;"~~

~~2~~1. Seventy-five dollars for swimming pools, food manufacturers, food distributors, food processors, groceries, bakeries, meat markets and delicatessens; provided, however, that groceries or supermarkets shall be charged a base license fee of seventy-five dollars, plus twenty-five dollars each for meat markets, bakeries and delicatessens;

~~3~~2. Twenty-five dollars for ~~mobile home parks~~, campground facilities, motels, hotels, bed and breakfasts and body art and permanent cosmetic establishments; ~~and roominghouses;~~

~~4~~3. Fifty dollars for child day-care facilities;

~~5. One hundred twenty-five dollars for septic tank cleaning services;~~

~~6. Deleted.~~

~~7~~4. One hundred dollars for bars. If a bar provides food, an additional license fee of twenty-five dollars is required.

~~8~~5. One hundred dollars for restaurants. If a restaurant provides alcoholic liquor or malt beverages, an additional license fee of twenty-five dollars is

required.

~~9. One hundred dollars for fountains.~~

~~10~~6. No license fee shall be required for food service facilities on any parochial, private, or public school property.

...

8.04.060 – Employee health conditions.

Every person in contact directly or indirectly with the public while employed by or operating a business affecting the public health and mobile food vendor employees shall be in good health while so engaged. Any such person shall be deemed to be in "good health" when he or she is not suffering from a contagious disease or is not a carrier of a disease that is communicable in form.

Because the Health Department would inspect mobile food vendors and temporary mobile food vendors, regardless of the provisions cited above in the City Code, it appears that, should the Council choose, Council could repeal the City Code requiring City mandated inspection.

It is our understanding, that the City-County Health Department will include in its procedures references to appropriate fire inspections and electrical inspections, so mobile food vehicles and their vendors operate safely.

Financial Considerations

There may be slightly less revenue from licensing fees, but given the minimal fees of $10.00 (temporary mobile food vendors), or $75.00 (mobile food vendors), the impact will be minimal.

Attachments

Proposed Amendment

Oversight/Project Responsibility

Fleur D. Tremel, City Clerk

Carla Mills-Laatsch, Licensing Specialist

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8.04
OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code regarding businesses affecting the public health requires an update to prevent duplication of effort and to promote efficiency.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 8.04 of the Casper Municipal Code, specifically, Code Sections 8.04.010, 8.04.020 and 8.04.060, are hereby amended as follows:

Paragraph B of Section 8.04.010 shall be amended to read:

B. "Businesses affecting the public health" means any business other than mobile food vehicles and their operators, within the city furnishing to the public any food and drink, lodging, ~~laundry or dry cleaning service, septic tank cleaning service, amusements, public baths, massage treatments~~ body art and permanent cosmetic establishments, supervision and care of children ~~or the aged, restroom facilities~~ and all like services or business, whether such services or businesses are on or off the premises."

Section 8.04.020 of the Casper Municipal Code, Paragraph A.1. is amended to read:

A. Every business affecting the public health shall, before beginning business, apply to the city for a license, and, after the business and premises are inspected and approved by the health officer and payment of the proper fee, such license shall be issued. The license fee shall be:

~~1. Ten dollars for pubic showers, laundries, dry cleaning establishments, places for the care of the aged, and temporary food establishments. For the purpose of this subsection, temporary food establishments are defined as those operating at a fixed location for a period of time not exceeding fourteen consecutive days and in conjunction with a single event or celebration.~~

~~2~~1. Seventy-five dollars for swimming pools, food manufacturers, food distributors, food processors, groceries, bakeries, meat markets and delicatessens; provide, however, that groceries or supermarkets shall be charged a base license fee of seventy-five dollars, plus twenty-five dollars each for meat markets, bakeries and delicatessens;

~~3~~2. Twenty-five dollars for ~~mobile home parks~~, campground facilities, motels, hotels, bed and breakfasts and body art and permanent cosmetic establishments; ~~and roominghouses;~~

~~4~~3. Fifty dollars for child day-care facilities;

~~5. One hundred twenty-five dollars for septic tank cleaning services;~~

~~6. Deleted.~~

~~7~~4. One hundred dollars for bars. If a bar provides food, an additional license fee of twenty-five dollars is required;

~~8~~5. One hundred dollars for restaurants. If a restaurant provides alcoholic liquor or malt beverages, an additional license fee of twenty-five dollars is required;

~~9. One hundred dollars for fountains~~;

~~10~~6. No license fee shall be required for food service facilities on any parochial, private or public school property.

8.04.060 – Employee health conditions.

_____Every person in contact directly or indirectly with the public while employed by or operating a business affecting the public health and mobile food vendor employees shall be in good health while so engaged. Any such person shall be deemed to be in "good health" when he or she is not suffering from a contagious disease or is not a carrier of a disease that is communicable in form.

This Ordinance shall be effective _____, 2019.

PASSED on 1st reading the ____ day of _____, 2019

PASSED on 2nd reading the ____ day of _____, 2019

PASSED, APPROVED, AND ADOPTED on third 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

ORDINANCE NO. 18-19

AN ORDINANCE APPROVING THE FLEMING SUBDIVISION AGREEMENT AND THE FINAL PLAT OF FLEMING ADDITION

WHEREAS, an application has been made for final plat approval of Fleming Addition, creating a single lot (the "plat"); and,

WHEREAS, the plat consists of previously unplatted land located within a Portion of the NW1/4NE1/4, Section 3, T.33N., R.79W., 6th P.M.; and a vacation and replat of Lot 27, Keystone Addition; 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 Fleming Addition Subdivision Agreement.

SECTION 2:

That the final plat of Fleming Addition is hereby approved under terms and conditions of the Fleming Addition 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 18th day of June, 2019.

PASSED on 2nd reading the 2nd day of July, 2019.

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

APPROVED AS TO FORM:

Walter Trent III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

FLEMING ADDITION
SUBDIVISION AGREEMENT

This Subdivision Agreement ("Agreement") is made and entered into this 16th day of July, 2019, by and between the following parties:

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

2. Greg D. Fleming, 111 South Minnesota, Casper, Wyoming 82601 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

RECITALS

A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.

B. Owner has applied to plat a portion of the NW1/4NE1/4, Section 3, T.33N., R.79W., 6th P.M.; and to vacate and replat Lot 27, Keystone Addition; to create the Fleming Addition, located at 801 Jane Street.

C. A plat of Fleming Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.

b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.

c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.

d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained

from the Public Services Director prior to any earthwork taking place in the Addition.

b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.

b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.

c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.

e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.

f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.

g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.

h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.

i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.

j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.

b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.

b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.

c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

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

a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.

b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the

City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.

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

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

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

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

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

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

h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

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

Greg Fleming
111 South Minnesota
Casper, Wyoming 82601

City of Casper
Attn: Community Development Director
200 North David
Casper, WY 82601
Fax: 307-235-8362

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

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

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

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

n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:

Walter Trevor III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS:

By: Dee Hardy

Printed Name: Dee Hardy

Title: Notary

OWNER
Greg Fleming

By: Greg Fleming

Printed Name: Greg Fleming

Title: Owner

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2019, by Charles Powell, as the Mayor of the City of Casper.

(Seal, if any)

_____
(Signature of notarial officer)

_____
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 7th day of June, 2019, by Greg Fleming.

(Seal, if any)

NOTARY PUBLIC
DEE HARDY
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires November 20, 2020

Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 11/20/20]

ORDINANCE NO. 19-19

AN ORDINANCE APPROVING A ZONE CHANGE OF BLOCK 60, LOT 9, AND THE NORTH 20-FEET OF LOT 10; AND BLOCK 60, WEST ½ OF LOTS 10-12, EXCEPTING THE NORTH 20-FEET OF LOT 10, CASPER ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above-described lots from zoning classifications M-1 (Limited Industrial) and C-2 (General Business), to C-3 (Central Business); and,

WHEREAS, after a public hearing on April 18, 2019, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change should be approved.

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

SECTION 1:

Block 60, Lot 9, and the north 20-feet of Lot 10; and Block 60, west ½ of Lots 10-12, Excepting the north 20-feet of Lot 10, Casper Addition, located directly east of the new Rescue Mission, on lots currently addressed as 221 & 227 North Park Street, are hereby rezoned from zoning classifications M-1 (Limited Industrial) and C-2 (General Business) to C-3 (Central Business).

SECTION 2:

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

PASSED on 1st reading the 18th day of June, 2019.

PASSED on 2nd reading the 2nd day of July, 2019.

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

APPROVED AS TO FORM:

Walter Trembath IV

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

July 12, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: John Henley, City Attorney
Wallace Trembath, Deputy City Attorney W.T.

SUBJECT: An Ordinance Amending Section 17.12.124 of the Casper Municipal Code Pertaining to Wireless Communication Facilities

Meeting Type & Date
Regular Council Meeting on July 16, 2019

Action type
Ordinance – 2nd reading

Recommendation
That Council, by ordinance approve an ordinance amending Section 17.12.124 of the Casper Municipal Code pertaining to wireless communication facilities.

Summary
Last year Council passed Ordinance Numbers 2-18 and 7-18 pertaining to wireless communication facilities, which were codified in Section 17.12.124 of the Casper Municipal Code. On September 27, 2018, the FCC released a *Declaratory Ruling and Third Report and Order* ("Order") that limited state and local management of wireless communication facilities and imposed other timeline requirements on cities. The FCC continues to make new rules and regulations that tighten timelines for approval.

Section 17.12.124 of the Casper Municipal Code needs to be updated to reflect the FCC's changes, and to assist City staff with meeting FCC-imposed timeliness. The City of Casper Planning and Zoning Commission reviewed the proposed changes at its June 20, 2019, meeting, and recommended approval.

On July 2, 2019, the City received a letter from Melissa K. Reagan of Sherman & Howard as legal counsel for Verizon Wireless about the proposed ordinance amendment. The letter was sent to the Casper City Council by email, and asked the City to consider the concerns of Verizon Wireless. Ms. Reagan is currently out of the country. Contact was made with Mark Williams, another attorney at Sherman & Howard, who is covering Ms. Reagan's cases while she is away. We had a good preliminary discussion, and suggest amending the proposed ordinance, implementing some of the suggested changes from Sherman & Howard's letter into the proposed ordinance, while declining others as follows:

- 1. Section F.7. Notice. Since Casper Municipal Code Section 17.12.150(F) already covers notice provisions for administrative review, no change is necessary.

- 2. Section F.19 – Location of Wireless Communication Facilities. No change was made to the distance a wireless communication facility is required to be located away from public utilities. Public utilities are generally located in the middle of the street, and there is adequate room to maintain ten feet of separation.

- 3. Section H. - Setback Requirements. Language was added to require small wireless facilities to follow the City's setback requirements for rights-of-way.

- 4. Section J. 4 – RF Emission Compliance Report. The language was changed to require an applicant to provide a letter certifying that all wireless communication facilities meet the federal standards for RF emissions, along with a copy of the FCC license.

- 5. Section V – Collocation Applications for other than Small Wireless Facilities. The language was changed to add "eligible facilities" in the section title because they have a different timeframe than other collocations.

- 6. Section E.1. – Permitted Use. Prior to the third reading of the ordinance, we anticipate having language to amend the proposed ordinance that will allow small wireless facilities in the Old Yellowstone District, while preserving aesthetic concerns of the City.

The new language drafted to implement the accepted recommendations is highlighted in yellow in Sections 33.01, 38.01 and Section 54 V of the revised, proposed ordinance.

Financial Considerations
None

Oversight/Project Responsibility
Not Applicable

Attachments
An ordinance amending Section 17.12.124 of the Casper Municipal Code
Letter from Sherman & Howard to the City of Casper dated July 2, 2019

SHERMAN&HOWARD

633 Seventeenth Street, Suite 3000, Denver, CO 80202-3622
Telephone: 303.297.2900 Fax: 303.298.0940 www.shermanhoward.com

Melissa K. Reagan
Sherman & Howard L.L.C.
Direct Dial Number: 303.299.8310
E-mail: mreagan@shermanhoward.com

July 2, 2019

VIA E-MAIL

City of Casper
City Council
200 N. David
Casper, WY 82601

Re: Ordinance Amending Section 17.12.124 of the Casper Municipal Code re Wireless Communications Facilities

Dear City Council Members:

We serve as counsel to Verizon Wireless. We appreciate the opportunity to participate in the City of Casper's ("Casper" or "City") amendment of its Municipal Code– Section 17.12.124 – Wireless Communications Facilities ("Code"). As the process moves along, we will strive to be transparent in presenting our position and describing the reasoning behind any concerns we raise. Verizon Wireless appreciated the opportunity to recently meet with City staff to discuss small wireless facilities, the City's recommended requirements, and the proposed amendments to its Code. Verizon Wireless wishes to work with the County to enact regulations that which conform to state and federal law, and are reasonable for implementation, and which are fair to all stakeholders. Verizon Wireless believes that such results can be accomplished.

This letter includes Verizon Wireless's comments to the proposed Code for the City Council's consideration at the City Council meeting. We request the opportunity to discuss these matters with you and the City staff, in tandem with Verizon Wireless's proposed MLA.

A. Verizon Wireless's Comments to Current Draft of Casper's Code

Verizon Wireless respectfully requests the City Council consider the following comments to the current draft of proposed Code attached to the City Council's July 2, 2019 Agenda.

1. Section F.7 – Notice.

Section F.7 of the Code states that any approval by administrative review shall require notice as required by the code. However, there are no notice requirements for administrative

review in the Code. Section 17.12.240 addresses the notice requirements for CUP. Does the City intend to add a notice provision for administrative reviews? Verizon Wireless would like the opportunity to review and comment on the notice procedures.

2. Section F.19 – Location of Wireless Communications Facilities.

This is an existing provision in the code that states a wireless communications facility shall not be within 10 feet of a public utility (e.g. water and sewer lines). Verizon Wireless respectfully requests that this be modified to five feet as ten feet may cause siting issues in the public right-of-way and effectively prohibit deployment.

3. Section H - Setback Requirements.

The setback requirements do not exempt small wireless facilities in the right-of-way. Verizon Wireless respectfully requests the City amend this language to exempt the setback requirements for small wireless facilities in the right-of-way or that small wireless facilities shall follow the City's setback requirements for ROW.

4. Section J.4 – RF Emissions Compliance Report.

Verizon Wireless requests this provision be removed or amended with the alternative language provided below. Wireless providers are not required to provide this information to local jurisdictions in support of their applications. Under 47 U.S.C. Sec. 332(c)(7), there may be no regulation of RF emissions when wireless facilities comply with FCC regulations. The FCC has promulgated specific regulations on the levels that facilities must comply with. The FCC's jurisdiction in this regard is plenary and preempts this regulation. Local jurisdictions cannot deny applications for wireless facilities if they comply with RF emissions standards as set by the FCC. A wireless provider will not receive a license for its facility from the FCC unless it meets these standards.

Alternatively, the City may consider requesting a copy of the wireless provider's FCC license at the time the license is issued (a license is not issued until after zoning approval). The FCC license will demonstrate the wireless communications facility is in compliance with FCC Regulations regarding RF Emissions. Further, additional alternative language may be:

> Applicants for WCFs shall submit a letter certifying that all WCFs that are the subject of the application shall comply with federal standards for radio frequency emissions. The owner or operator of an approved WCF shall also provide the City with the FCC license for the WCF at the time the license is issued for the facility.

5. Section V – Collocation Applications for other than Small Wireless Facilities.

Verizon Wireless requests that the title be changed to "Collocation Applications for other than Small Wireless Facilities and Eligible Facilities Requests." Eligible Facilities Requests include collocations, and they have a different time frame for review than regular collocation applications.

6. Section E.1 – Permitted Use

Verizon Wireless respectfully requests the opportunity to work with the City to adopt a provision that allows for the deployment of small wireless facilities in the Old Yellowstone District (OYD) through a streamline administrative review process. Verizon Wireless understands the City's sensitivity concerning aesthetics in the OYD and the City's separate code provisions regarding the OYD. Verizon Wireless also is aware the City has and continues to spend a considerable amount of time and money regarding the redevelopment of the OYD. Because of the proposed redevelopment and the high traffic area, the deployment of wireless services in this area is critical to Verizon Wireless's network and providing seamless coverage and capacity. Verizon Wireless would like to work with the City on adopting code provisions that address the City's aesthetic concerns while deploying wireless technology as part of the redevelopment in a streamline administrative manner that achieves the goal of these facilities being a permitted use by right and will also meet the shot clock requirements. In adopting these code provisions, Verizon Wireless would work to adopt language that allows for specific oversight through the administrative process to address the City's aesthetic concerns. Verizon Wireless proposes that it work with City staff on proposed language prior to the second reading of the ordinance.

Again, Verizon Wireless appreciates the opportunity to comment on Casper's proposed wireless facilities section of its Code. Verizon Wireless wishes to work with the City to enact regulations that conform to state and federal law, are reasonable for implementation, and which are fair to all stakeholders. Verizon Wireless believes that such results can be accomplished. We would appreciate the opportunity to further discuss these matters directly with the City in an appropriate forum. Thank you.

Sincerely,

Melissa K. Reagan

Encl.

c: Ms. Debbie Essert (via email)
Mr. Mark W. Williams, Esq. (via email)
Mr. Christian H. Hendrickson, Esq. (via email)

ORDINANCE NO. 21-19

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

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

WHEREAS, on July 3, 2018, Council passed Ordinance No. 7-18 pertaining to wireless communication facilities, which implemented recommendations from the Planning and Zoning Commission; and,

WHEREAS, on September 27, 2018, the FCC released a *Declaratory Ruling and Third Report and Order* ("Order") that limited state and local management of wireless communication facilities and imposed other timeline requirements on cities; and,

WHEREAS, the FCC continues to promulgate new rules and regulations that tighten timelines for approval; and,

WHEREAS, Section 17.12.124 of the Casper Municipal Code needs to be updated to reflect the FCC's changes, and to assist City staff with meeting FCC-imposed timeliness; and,

WHEREAS, the City of Casper Planning and Zoning Commission reviewed the proposed changes at is June 20, 2019, meeting, and recommends approval.

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

Section 1:
The definition of "Distributed antenna system" under Section B is changed as follows:

"Distributed antenna system" or "DAS" means a network consisting of ~~transceiver~~ equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.

Section 2:
That the definition of "Macrocell" under Section B is changed as follows:

"Macro cell" means an antenna or antennas mounted on or in a tower, ground-based mast, rooftops ~~and other~~ or structures, at a height that provides ~~a clear view over~~ coverage to the surrounding ~~buildings and terrain~~ area.

Section 3:
That the definition of "Small cells" under Section B is changed as follows:

"Small cells" and "small wireless facilities" mean compact wireless equipment that contain their own transceiver equipment and function like cells in a wireless network but provide a smaller coverage area than traditional ~~macrocells~~ macro cells and also add additional capacity and meet the following criteria: (1) the facilities -- (i) are mounted on structures fifty feet or less in height including their antennas, or (ii) are mounted on structures no more than ten percent taller than other adjacent structures, or (iii) do not extend existing structures on which they are located to a height of more than fifty feet or by more than ten percent, whichever is greater; (2) each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume; (3) all other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than twenty-eight cubic feet in volume; (4) the facilities do not require antenna structure registration under federal law; (5) the facilities are not located on Tribal land as defined under federal law; and (6) the facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified under federal law.

Section 4:
The definition of "Stealth design" under Section B is changed as follows:

"Stealth design" means ~~technology~~ a design that minimizes the visual impact of wireless communication facilities by camouflaging, disguising, screening or blending into the surrounding environment. Examples of stealth design include but are not limited to facilities disguised as trees (monopines), flagpoles, utility and light poles, bell towers, clock towers, ball field lights and architecturally screened roof-mounted antennas.

Section 5:
Under Section B, Subsection (1), the definition of "Substantial Change" is hereby changed as follows:

(1) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than ten percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than ten percent or more than ten feet, whichever is greater. Changes in height shall be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the original tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act (47 U.S.C. Section 1455(a));

Section 6:
The definition of "Transmission equipment" under Section B is changed as follows:

"Transmission equipment" means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supplies. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Section 7:
The definition of "Wireless Communication Facilities" under Section B is changed as follows:

"Wireless Communication Facilities" or "WCF" means ~~a staffed or~~ an unstaffed facility ~~or location~~ or equipment for the transmission or reception of radio frequency (RF) signals or other wireless communications or other signals for commercial communications purposes, typically consisting of one or more antennas or group of antennas, a tower or attachment support structure, transmission cables and other transmission equipment, and an equipment enclosure or cabinets, and including small ~~cell technologies~~ wireless facilities.

Section 8:
Section D. 4. is changed to read as follows:

4. All non-pre-engineered and non-prefabricated towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, including the substructure, shall be ~~designed~~ approved by a licensed professional engineer, registered in the state.

Section 9:
Section E. 1. is changed to read as follows:

1. Distributed antenna systems and small cells are allowed in all zones by right (unless they involve the installation of a pole or tower ~~or building~~ that exceeds the height limitation of the underlying zoning district) and except for the FC or OYD zones, as long as all other requirements of the zoning district are met along with stealth requirements, regardless of the siting preferences listed in subsection I herein, provided the applicant also complies with all federal laws (such as the Americans with Disabilities Act) and state laws and requirements.

Section 10:
Section E. 2. is changed to read as follows:

2. Distributed antenna systems and small cells in all zones are subject to approval by administrative review unless their installation requires the construction of a new pole or tower ~~or building~~ that exceeds the height limitation of the underlying zoning district. A conditional use permit shall not be required for stealth replacement utility support structures, so long as they are substantially similar in height and design.

Section 11:
Section F. 1. is changed to read as follows:

1. Inventory of Existing Sites. Each applicant for a macro cell ~~macrocell~~ tower shall provide to the community development department an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the city or within one-half mile of the border thereof, including specific information about the location, height, and design of each tower or antenna. The community development department may share such information with other applicants applying for administrative approvals or conditional use permits under this section or other organizations seeking to locate antennas within the jurisdiction of the city; provided, however, that the city is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

Section 12:
Section F. 2. is changed to read as follows:

2. Color. The antenna array shall be placed and colored to blend into the architectural detail and coloring of the host structure. ~~Support~~ Towers shall be painted a color that best allows ~~it~~ them to blend into the surroundings. The use of grays, blues, greens, dark bronze, browns or other site specific colors may be appropriate; however, each case will be evaluated individually.

Section 13:
Section F. 7. is changed to read as follows:

7. Notice. For purposes of this section, any approval by administrative review, conditional use permit or appeal of a conditional use shall require notice as required by this Code.

Section 14:
Section F. 15. is changed to read as follows:

15. Accessory Equipment. In residential zones, all accessory equipment located at the base of a WCF shall be located or placed (at the applicant's choice) in an existing building, underground, or in an equipment ~~shelter~~ cabinet that is (a) designed to blend in with existing surroundings, using architecturally compatible construction

and colors; and (b) be located so as to be unobtrusive as possible consistent with the proper functioning of the WCF.

Section 15:
Section F. 17 e. i. is changed to read as follows:

i. Equipment shelters and cabinets and other on the ground ancillary equipment (outside of the public right-of-way) shall be screened with landscaping as required for the zone in which they are located or with another design acceptable to the community development department. Alternatively, where technically feasible, the applicant shall incorporate the cabinet and other equipment into the base of a new pole (for example, for a small cell) provided there is adequate space in the right-of-way and that ADA sidewalk accessibility requirements can be met. All provisions of the ADA, including, but not limited to, clear space requirements, shall be met by the applicant.

Section 16:
Section F. 17 e. ii. is changed to read as follows:

ii. The ground level view of macro cell towers shall be mitigated by additional landscaping provisions as established through the conditional use permit process. The use of large trees from the approved urban forestry list of recommended species or native conifers is required at the spacing specified for the specific trees chosen. Alternatively, a landscaping plan may be submitted with the conditional use permit and, if approved, shall take precedence over the foregoing requirement.

Section 17:
Section F. 17. e. iii. is changed to read as follows:

iii. A site-obscuring fence (for example, solid or slatted wood, faux wood, vinyl, masonry or a combination thereof) no less than six feet in height from the finished grade shall be constructed around each macro cell tower and around related support or guy anchors. Access shall only be through a locked gate. Any fence shall comply with the other design guidelines of this code.

Section 18:
Sections F. 20. is changed to read as follows:

20. Sites and Application Appointments. Each application may include up to ten sites in the city. An in-person appointment with city staff is ~~required~~ encouraged at the outset of the process for an application for multiple sites.

Section 19:
Sections G.'s title is changed to read as follows:

Sharing of ~~Support~~ Towers and Collocation of Facilities.

Section 20:
Section G. 1. is changed to read as follows:

1. It is the policy of the city to minimize the number of ~~macrocell~~ macro cell and wireless communication ~~support~~ towers and to encourage the collocation of antenna arrays of more than one wireless communication service provider on a single ~~support~~ tower, provided that additional Building Code regulations may apply.

Section 21:
Section G. 2. is changed to read as follows:

2. No new ~~macrocell~~ macro cell wireless communication ~~support~~ tower may be constructed within one-half mile of an existing ~~macrocell~~ macro cell ~~support~~ tower, unless it can be demonstrated to the satisfaction of the community development director or the designee thereof that the existing ~~macrocell~~ macro cell ~~support~~ tower is not available or feasible for collocation of an additional wireless communication facility, or that its specific location does not satisfy the operational requirements of the applicant. Factors to be considered by the community development director or the designee thereof in determining whether applicant has made this demonstration include those listed below in subsection 4.

Section 22:
Section G. 3. is changed to read as follows:

3. The shared use of towers is encouraged. Applications for ~~macrocells~~ macro cells and towers which will, immediately upon completion, operate with more than one user may reduce setback requirements from adjacent nonresidential property. The setback from adjacent nonresidential property may be reduced by twenty-five percent when two users enter into a binding agreement prior to the issuance of the building permit. The setback from adjacent nonresidential property may be reduced by up to fifty percent when three or more users enter into a binding agreement prior to the issuance of the building permit. A binding agreement for the purposes of this subsection is one signed by all parties using the tower and by the affected landowners. This signed agreement will commit the users to occupy the tower immediately upon its completion. Notwithstanding the foregoing, fall zones shall be at least one foot for every foot of tower height subject to the breakpoint provisions herein.

Section 23:
Section G. 4. is changed to read as follows:

4. Factors Considered in Granting Conditional Use Permits for ~~Macrocells~~ Macro cell Towers. In addition to any standards for consideration of conditional use permit applications pursuant to this Code, the applicant must provide wet stamped plans for ~~macrocell~~ macro cell towers, and the planning and zoning commission or city council (as appropriate under Section 17.12.240(C)) shall consider the following factors in determining whether to issue a conditional use permit.

Section 24:
Section G. 4. b. is changed to read as follows:

b. Proximity of the ~~macrocell~~ macro cell tower to residential structures and residential district boundaries.

Section 25:
Section G. 4. j. is changed to read as follows:

j. A determination by the FCC that the applicant's proposed antennas would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.

Section 26:
Section G. 5. is changed to read as follows:

5. Site Plan. In districts where towers are allowed, applicants are required to submit and be granted an approval for a site plan before a building permit will be issued. The standards set forth in the tower regulations summary of this section will be used to determine tower requirements and whether approval shall be granted or denied. Towers of one hundred ~~twenty-one~~ thirty feet or more require that site plan approval be granted by ~~the city council, following recommendation from~~ the planning and zoning commission. ~~Both the city council and~~ The planning and zoning commission may consider reductions to the setback requirements for such towers as a part of the site plan approval.

Section 27:
Section G. 6. is changed to read as follows:

6. All towers that provide commercial wireless ~~telecommunication~~ service are required to submit a site plan to the city for approval. In addition to the standard site plan requirements (listed in this Title 17), the following information must be supplied with the site plan or building permit application:

Section 28:
Section G. 6. g. is changed to read as follows:

g. Site plans must show the locations for at least two equipment buildings or cabinets, even if the tower is proposed for a single user;

Section 29:
Section G. 6. h. is changed to read as follows:

h. For macro cell towers that are fifty feet or greater in height above the ground, a visual study depicting the zone within a three-mile radius, where any portion of the proposed tower could be seen (scaled vicinity maps);

Section 30:
Section G. 7. is changed to read as follows:

7. Placement Provisions—Towers. Towers shall be located only in those areas described in Table 1, provided that macro cell towers that are proposed to be located in a residential zone or within two hundred feet of a residential zone or in the downtown area shall be subject to the siting priorities set forth for preferred macro cell tower locations in subsection I.

Section 31:
That Table 1 (Tower Regulations Summary) and the abbreviation definitions immediately following Section 17.12.124, Section 8 (g) are hereby replaced with the following:

TABLE 1
TOWER REGULATIONS SUMMARY

Zone	Permitted Height	Plan Com Approval	CC Approval	On Top of Buildings
R1-R6	50′	~~CUP~~NA	NA	NP
PH	130'	Greater than 130'~~51'-120'~~	~~121' and~~ NA	10 percent of building ht.
~~R~~PUD	In accordance with PUD Guidelines	In accordance with PUD Guidelines	NA	10 percent of building ht.
~~CPUD~~	~~50'~~	~~51'-100'~~	~~NA~~	~~10 percent of building ht.~~
C1	50′	51-100′	NA	10 percent of building ht.

C2	~~50'~~130'	Greater than 130'~~51'-100'~~	NA	10 percent of building ht.
C3	~~50'~~130'	Greater than 130'~~51'-120'~~	NA	10 percent of building ht.
C4	~~50'~~130'	Greater than 130'~~51'-120'~~	NA	10 percent of building ht.
M1	~~100'~~ 130'	Greater than 130'~~101'-120'~~	~~121'~~NA	10 percent of building ht.
M2	~~100'~~ 130'	Greater than 130'~~101'-120'~~	~~121'~~NA	10 percent of building ht.
AG	~~50'~~ 130'	Greater than 130'	NA	10 percent of building ht.
FC	NP	NP	NP	NP
ED	~~50~~130'	~~51'-150'-~~ Greater than 130'	NA	10 percent of building ht.
HM	50'	NA	N/A	10 PERCENT OF BUILDIG HT.
OB	50'	NA	N/A	10 PERCENT OF BUILDIG HT.
OLD YELLOWSTONE DISTRICT	SEE CASPER MUNICIPAL CODE ("CMC") SECTION 17.94.030 A. (25)	SEE CMC CHAPTER 17.94	SEE CASPER MUNICIPAL CODE CHAPTER 17.94	NP: SEE CASPER MUNICIPAL CODE CHAPTER 17.94

Deleted: CUP

Deleted: CUP

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

CC APPROVAL = Permitted with site plan approval from the Planning and Zoning Commission and the City Council.

DRAFT

Section 32:
That Section G. 8, is changed to read as follows:

8. Macro cell towers used for the purpose of providing commercial wireless ~~telecommunication~~ services are permitted uses in all districts, except in the downtown area (OYDSPC), FC districts, residential districts (R1-R6), planned unit developments (PUD), and the agricultural district (AG). ~~However, a conditional use permit may be granted for~~ Small cells providing commercial wireless ~~telecommunication~~ services in residential districts (R1-R6), planned unit developments (PUD), and the agricultural district (AG) are permitted uses if the pole or tower does not exceed the height limitation of the underlying zoning district. Additionally, towers which are placed on buildings must conform to the other requirements of this section.

Section 33:
That Section H. 4, is changed to read as follows:

4. All equipment shelters, cabinets, or other on the ground ancillary equipment shall meet the setback requirements of the zone in which they are located.

Section 33.01
That Section H.5 shall be added as follows:

5. Small wireless facilities located in City rights-of-way shall follow the City's setback requirements for rights-of-way.

Section 34:
That Section I. is changed to read as follows:

I. Preferred Macro cell Tower Locations. All new macro cell towers proposed to be located in a residential zone or within two hundred feet of a residential zone or in the downtown area are permitted only after application of the following siting priorities, ordered from most-preferred (1) to least-preferred (7):

1. City-owned or operated property and facilities not in the downtown or residential zones and not including right-of-way;
2. Industrial zones;
3. Commercial zones;
4. Other non-residential zones;
5. City rights-of-way in residential zones;
6. Parcels of land in residential zones;
7. Designated historic structures, downtown and neighborhoods with additional protection.

The applicant for a macro cell tower located in a residential zone or within two hundred feet of a residential zone or in the downtown area shall address these preferences in an alternative sites analysis prepared pursuant to subsection J below.

DRAFT

Section 35:
That Section J. 1. a. is changed to read as follows:

a. For macro cell towers in a residential zone or within two hundred feet of a residential zone or in the downtown area, the applicant must address the city's preferred macro cell tower locations with a detailed explanation justifying why a site of higher priority was not selected. The city's macro cell tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three higher ranked, alternative sites considered that are in the geographic range of the service objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate.

Section 36:
That Section J. 1. c. is changed to read as follows:

c. For purposes of disqualifying potential collocations or alternative sites for the failure to meet the applicant's service coverage or capacity objectives, the applicant will provide: (a) a description of its objective, whether it be to address a deficiency in coverage or capacity; (b) detailed maps or other exhibits with clear and concise RF data to illustrate that the objective is not met using the alternative (whether it be collocation or a more preferred location); and (c) a description of why the alternative (collocation or a more preferred location) does not meet the objective.

Section 37:
That Section J. 3. e. i. is changed to read as follows:

e. Additional Information Required. Applicants for a conditional use permit for a ~~macrocell~~ tower shall also submit the following information:

Section 38:
That Section J. 3. e. vii. is changed to read as follows:

vii. Identification of the entities providing the backhaul network for the tower(s) described in the application and other cellular sites owned or operated by the applicant in the ~~municipality~~ city.

Section 38.01
That Section J.4 is changed to read as follows:

4. Radio Frequency (RF) Emissions Compliance. An Applicans for wireless communication facilities shall submit a letter certifying that all wireless communication facilities that are the subject of the application shall comply with federal standards for

RF emissions. The owner or operator of an approved wireless communications facility shall also provide the City with the FCC license for the wireless communication facility at the time the license is issued for the facility.

Section 39:
That Section J. 5. c. is changed to read as follows:

c. An initial payment of a registration fee (for other than small wireless facilities) which shall be in addition to any other fee paid by the owner or operator of the tower or facility, for all towers or facilities located within the city, shall be required and shall be submitted to the community development department at the time of submission of the documentation, as required in 5.1.a. and 2.b. of this subsection.

Section 40:
That Section K. 4. c. i., ii. and iii. are changed to read as follows:

c. The applicant demonstrates the following:

i. ~~A significant gap in the coverage, capacity, or technologies of the service network exists such that users are regularly unable to connect to the service network, or are regularly unable to maintain a connection, or are unable to achieve reliable wireless coverage within a building;~~The development standard materially limits or inhibits the ability of the applicant to compete in a fair and balanced legal and regulatory environment;

ii. The ~~gap~~situation can only be ~~filled~~addressed through an exception to one or more of the standards in this section; and

iii. The exception is narrowly tailored ~~to fill the service gap~~ such that the wireless communication facility conforms to this section's standards to the greatest extent possible.

Section 41:
That Section K. 4. d. is deleted in its entirety.

~~d. For a new tower proposed to be located in a residential zone or within two hundred feet of a residential zone or in the downtown area, unless the proposal qualifies as a preferred location on city-owned or operated property or facilities, the applicant must also demonstrate that the manner in which it proposes to fill the significant gap in coverage, capacity, or technologies of the service network is the least intrusive on the values that this section seeks to protect.~~

Section 42:
That Section L. is changed to read as follows:

L. Removal of ~~Abandoned~~ Towers. Towers which are not used for a period of six months or more shall be removed by the owner within ninety days from the date of written notification by the city. To assure the removal of towers, which have not been maintained or have been abandoned, a performance bond, cash, letter of credit, or other approved security shall be submitted for each tower. The amount of the bond, cash, letter of credit, or other approved security shall be based on an estimate provided by a contractor licensed in the state, who shall estimate the cost of removing the tower. This estimation shall be provided in writing and submitted with the application. There will be a ten percent contingency fee added to the contractor's estimate. In the event the owner shall fail to remove any tower which has not been maintained or has been abandoned, as provided in this subsection, the city shall have the right to enter the premises and remove such tower without further notice to owner, in which event, all removal costs shall be charged against the bond or security and the owner until satisfied.

Section 43:
That Section O. is changed to read as follows:

O. Independent ~~Consultant and RF~~ Legal and Technical Review. Although the city intends for city staff to review applications to the extent feasible, the city may retain the services of an independent ~~consultant and RF expert~~ attorney and technical expert of its choice to provide evaluation of permit applications for WCFs, when they are subject to conditional use permits or administrative review. The ~~third party expert~~ consultant shall have recognized training in the field of ~~telecommunications or radio frequency engineering~~ wireless communication facilities. The ~~consultant's and RF expert's~~ consultants' review may include, but is not limited to: (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and, (d) whether the proposed WCF complies with the applicable approval criteria set forth in this section. The applicant shall pay the cost for any independent consultant fees through a deposit, estimated by the city, within ten days of the city's request. When the city requests such payment, the application shall be deemed incomplete for purposes of application processing timelines until the deposit is received. In the event that such costs and fees do not exceed the deposit amount, the city shall refund any unused portion within thirty days after the final permit is released or, if no final permit is released, within thirty days after the city receives a written request from the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the city within thirty days and before the permit is issued.

Section 44:
That Section R. is changed to read as follows:

R. Indemnification. Each permit issued for a WCF located on city property shall be deemed to have as a condition of the permit a requirement that the applicant, wireless infrastructure provider and wireless service provider defend, indemnify and hold harmless the city and its council, officers, agents, employees, volunteers, and contractors from any and all liability, damages, or charges (including attorneys' fees and expenses) arising out of claims, suits, demands, actions or causes of action as a result of the permit process, a granted permit, construction, erection, location, performance, operation, maintenance, repair, installation, replacement, removal, or restoration of the WCF.

Section 45:
That Section S. 1. is changed to read as follows:

S. Eligible Facilities Request.

1. Purpose. This section implements Section 6409(a) of the Spectrum Act (47 U.S.C. Section 1455(a)), as interpreted by the FCC in its Report and Order No. 14-153 and ~~regulated by 47 C.F.R. § 1.40001~~ Declaratory Ruling and Third Report and Order released September 27, 2018,which require a state or local government to approve any eligible facilities request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station.

Section 46:
That Section S. 2. b. is changed to read as follows:

b. Review. Upon receipt of an application for an eligible facilities request pursuant to this ~~sub~~section, the community development director or the designee thereof, shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

Section 47:
That Section S. 2. c. is changed to read as follows:

c. Timeframe for Review. Within sixty days of the date on which an applicant submits an application seeking approval of an eligible facilities request under this ~~sub~~section, the city shall review and act upon the application, subject to the tolling provisions below.

Section 48:
That Section S. 2. d. is changed to read as follows:

d. Tolling of the Timeframe for Review. The sixty-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines that the application

is incomplete. ~~The timeframe for review is not tolled by a moratorium on the review of applications.~~

Section 49:
That Section S. 2. d. iii. is changed to read as follows:

iii. Following a supplemental submission, the city will have ten days to notify the applicant if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this ~~sub~~section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

Section 50:
That Section S. 2. e. is changed to read as follows:

e. Failure to Act. In the event the city fails to approve or deny a complete application under this ~~sub~~section within the timeframe for review (accounting for any tolling), the request shall be deemed granted provided the applicant notifies the city in writing after the review period has expired. ~~Provided,~~ However, the request is still subject to ~~sub~~Section ~~XZ~~ (Standard Conditions of Approval).

Section 51:
That Section S. 2. f. is added as follows:

f. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

Section 52:
That Section S. 3. is changed as follows:

3. Compliance Obligations ~~Due To~~ After Invalidation. In the event that any court of competent jurisdiction invalidates all or any portion of Section 6409(a) or any FCC rule that interprets Section 6409(a) such that federal law would not mandate approval for any Section 6409(a) approval(s), such approval(s) shall automatically expire one year from the effective date of the judicial order, unless the decision would not authorize accelerated termination of previously approved Section 6409(a) approvals or the City grants an extension upon written request from the permittee that shows good cause for the extension, which includes without limitation extreme financial hardship. Notwithstanding anything in the previous sentence to the contrary, the city may not grant a permanent exemption or indefinite extension. A permittee shall not be required to remove its improvements approved under the invalidated Section 6409(a) approval when it has obtained the applicable

permit(s) or submitted an application for such permit(s) before the one-year period ends.

Section 53:
That Section S. 4. is changed as follows:

4. City's Standing Reserved. The city's grant or grant by operation of law of a Section 6409(a) approval does not waive, and shall not be construed to waive, any standing by the city to challenge Section 6409(a), any FCC rules that interpret Section 6409(a) or any Section 6409(a) approval.

DRAFT

Section 54:
That Sections T. through X. are deleted in their entirety and replaced with Sections T. through AA. as follows:

T. Small Wireless Facilities - Collocation on Existing Structures.

1. Purpose. This section implements a shot clock that is contained in the FCC's Declaratory Ruling and Third Report and Order released September 27, 2018, regarding the collocation of small wireless facilities on existing structures.

2. Application Review.

a. Application: The city shall prepare and make publicly available an application form, which form shall be used by the applicant.

b. Review: Upon submission of an application for collocation of small wireless facilities on an existing structure pursuant to this section, the city shall, within sixty days (subject to resetting of the shot clock and the tolling provisions set forth below), review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.

c. Tolling of the Timeframe for Review: The sixty-day review period begins to run when the application is filed. The city shall notify the applicant within ten days as to whether the application is incomplete. Upon resubmission by the applicant, a new sixty-day shot clock commences, and the city has ten days to notify the applicant again of an incomplete application. The shot clock may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines upon a resubmission that the application is incomplete.

i. The timeframe is tolled in the case of subsequent notices pursuant to the procedures identified in this section. Subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

d. Failure to Act: In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for resetting the shot clock once or any tolling), the applicant may pursue judicial relief.

e. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

U. Small Wireless Facilities - New Construction (New Builds).

1. Purpose. This section implements a shot clock that is contained in the FCC's Declaratory Ruling and Third Report and Order released September 27, 2018, regarding the construction of small wireless facilities on a new structure.

2. Application Review.

a. Application: The city shall prepare and make publicly available an application form, which form shall be used by the applicant.

b. Review: Upon submission of an application for the construction of small wireless facilities on a new structure pursuant to this section, the city shall, within ninety days (subject to resetting of the shot clock and the tolling provisions set forth below), review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.

c. Tolling of the Timeframe for Review: The ninety-day review period begins to run when the application is filed. The city shall notify the applicant within ten days as to whether the application is incomplete. Upon resubmission by the applicant, a new ninety-day shot clock commences, and the city has ten days to notify the applicant again of an incomplete application. The shot clock may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines upon a resubmission that the application is incomplete.

i. The timeframe is tolled in the case of subsequent notices pursuant to the procedures identified in this section. Subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

d. Failure to Act: In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for resetting the shot clock once or any tolling), the applicant may pursue judicial relief.

e. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

V. Collocation Applications for other than Small Wireless Facilities and Eligible Facilities.

1. Purpose. This section implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153 and Declaratory Ruling and Third Report and Order released September 27, 2018.

2. Application Review.

a. Application. The city shall prepare and make publicly available an application form.

b. Review. Upon receipt of an application for a collocation request pursuant to this section, the city shall review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.

c. Timeframe for Review. Within ninety days of the date on which an applicant submits an application seeking approval of a collocation request under this

section, the city shall review and act upon the application, subject to the tolling provisions below.

d. Tolling of the Timeframe for Review. The ninety-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines that the application is incomplete.

   i. To toll the timeframe for incompleteness, the city must provide written notice to the applicant within thirty days of receipt of the application, specifically delineating all missing documents or information required in the application.

   ii. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the city's notice of incompleteness.

   iii. Following a supplemental submission, the city will notify the applicant within ten days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

e. Failure to Act. In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the applicant may pursue judicial relief.

f. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

W. New Site or Tower Applications.

1. Purpose. This Section also implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153 and Declaratory Ruling and Third Report and Order released September 27, 2018.

2. Application Review.

   a. Application. The city shall prepare and make publicly available an application form.

   b. Review. Upon receipt of an application for a request for a new site or tower pursuant to this section, the city shall review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.

   c. Timeframe for Review. Within one hundred fifty days of the date on which an applicant submits an application seeking approval of a request for a new site or tower under this section, the city shall review and act upon the application, subject to the tolling provisions below.

d. Tolling of the Timeframe for Review. The one hundred fifty-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines that the application is incomplete.

i. To toll the timeframe for incompleteness, the city must provide written notice to the applicant within thirty days of receipt of the application, specifically delineating all missing documents or information required in the application.

ii. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the city's notice of incompleteness.

iii. Following a supplemental submission, the city will notify the applicant within ten days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

e. Failure to Act. In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the applicant may pursue judicial relief.

f. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

X. Fees. In connection with the filing of an application, the applicant shall pay all applicable fees, according to a city resolution.

Y. Laws, Rules and Regulations. This section shall be subject to all applicable laws, rules and regulations.

Z. Standard Conditions of Approval.

1. Applicability. In addition to all other conditions adopted by the city, all permits, whether approved by the city or deemed approved by the operation of law, shall be automatically subject to the conditions in this section. The city shall have discretion to modify or amend these conditions on a case-by-case basis as may be necessary or appropriate under the circumstances to protect public health and safety or allow for the proper operation of the approved facility consistent with the goals of this section.

2. Permit Term. A permit will automatically expire one year and one day from its issuance if construction has not been completed. Any other permits or approvals issued in connection with any collocation, modification or other change to a wireless facility,

which includes, without limitation, any permits or other approvals deemed-granted or deemed-approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law.

AA. Severability. The various parts, sentences, paragraphs and clauses of this section are hereby declared to be severable. If any part, sentence, paragraph or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this section shall not be affected thereby.

PASSED on 1st reading the 2nd day of July, 2019.

PASSED on 2nd reading the _____ day of _____, 2019.

PASSED, APPROVED, AND ADOPTED on third 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

DRAFT

ORDINANCE NO. 20-19

AN ORDINANCE AMENDING CHAPTER 10.36.031
OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code regarding mobile vendor parking requires modification for special events or adjacent business contingencies.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Subparagraphs 10.36.031(D)(2)(b)(ii), (iv) and (v) of the Casper Municipal Code are hereby amended as follows:

10.36.031(D)(2)(b):

ii. No MVPP may be issued to one applicant for more than two (2) consecutive days on the same block face, without City Council approval; City Council approval may be considered for special events or extenuating circumstances of the requesting adjacent business for a maximum of five (5) consecutive days and to be granted to a business a maximum of two (2) times in any calendar year.

iv. Hours: Monday—Friday: Hours of set up and operation are limited for a DOY location to a start time of 3:00 p.m. until 3:00 a.m. the following morning, unless City Council approval is granted for extended hours, which may be considered by the City Council for special events or due to extraordinary circumstances of the adjacent business owner.

v. Hours: Saturdays—Sundays the hours of parking/operation for a MVPP begins at 1:00 p.m. and expires at 3:00 a.m. the following morning, unless City Council approval is granted for extended hours, which may be considered by the City Council for special events or due to extraordinary circumstances of the adjacent business owner.

This Ordinance shall be effective _____, 2019.

PASSED on 1st reading the 18th day of June, 2019

PASSED on 2nd reading the ____ day of _____, 2019

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____

Fleur D. Tremel
City Clerk

_____

Charles Powell
Mayor

June 25, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a Resolution approving a vacation and replat creating ANB Bank Addition, and the associated ANB Bank Addition Subdivision Agreement.

Meeting Type & Date:
Regular Council Meeting, July 16, 2019.

Action Type:
Resolution.

Recommendation:
The Planning and Zoning Commission recommends that Council, by resolution, approve the vacation and replat of Lots 1, 2 and 3, Block 75, Casper Addition, and parcels described in Instruments # 551531 & 551532, City of Casper, Natrona County, Wyoming, Located in a Portion of the NE1/4 of the NE1/4, Section 9, T.33 N. – R.79 W., 6th P.M., to create the ANB Bank Addition, and the associated ANB Bank Addition Subdivision Agreement.

Summary:
In 2017, American National Bank (ANB Bank) applied for, and was granted approval of a replat of the former Wyoming Optical property, located at the southeast corner of Kimball and East Second Street, to consolidate multiple platted lots into two (2) newly configured lots. As with all plat approvals, there is a one-year time limit on plat approvals, whereby plats must be recorded within one year after final approval by the City Council, or the approval becomes null and void. For unknown reasons, the applicant did not get the plat recorded within the time allowed, and is therefore, resubmitting the plat for re-approval.

The property is zoned C-2 (General Business), which does not have any minimum lot size requirements. The property is now fully built out as the new location of the ANB Bank. In addition to consolidating multiple lots, the replat also dedicates additional right-of-way at the north end of the north/south alley located within Block 75, where none previously existed.

The Planning and Zoning Commission voted to unanimously support the vacation and replat after a public hearing on April 18, 2019. No public comments were received, and there were no recommended conditions of approval.

Financial Considerations:
Not applicable.

Oversight/Project Responsibility:
Craig Collins, AICP, City Planner, is tasked with processing plat proposals.

Attachments:
Resolution
Map
Plat
Subdivision Agreement

ANB Bank Addition Plat

ANB BANK ADDITION

A VACATION & REPLAT OF LOTS 1, 2 & 3 OF BLOCK 75 OF THE CASPER ADDITION
AND THE PARCELS DESCRIBED IN INSTRUMENT NUMBERS 551531 & 551532
CITY OF CASPER, NATRONA COUNTY, WYOMING
LOCATED IN A PORTION OF THE NE1/4 OF THE NE1/4 OF SECTION 9, T. 33 N., R. 79 W., 6TH. P.M.

CERTIFICATE OF DEDICATION

The undersigned, Koger L. Propst, CEO of ANB Bank, a Colorado Corporation, hereby certifies that he is the authorized representative for the owner, proprietor or parties of interest in the lands as described and shown hereon by the foregoing Vacation and Replat of Lots 1, 2, and 3 of Block 75 of the Casper Addition and all of those Parcels as described and shown within the Quitclaim Deeds and Exhibits recorded within Instrument numbers 551531 and 551532 and those same Lots and Parcels as described within the Warranty Deed recorded under Instrument number 1021620 as filed in the records of the Natrona County Clerk, said lands being located in a portion of the Northeast-Quarter of the Northeast-Quarter of Section 9, Township 33 North, Range 79 West of the 6th Principal Meridian, City of Casper, Natrona County, Wyoming and being more particularly described as follows:

Beginning at a Brass Cap, stamped PLS 16571 re-monumenting an Aluminum Cap, stamped: PLS 6010 set on a 5/8 inch rebar, said corner monument marking the Southwesterly corner of the "Parking Area" Parcel as referenced and described in the said Quitclaim Deed and Exhibit drawings as recorded in Instrument numbers 551531 and 551532, said point also being common with the Northwesterly corner of Lot 1, Block 75 of the said "Casper Addition" Plat and marking the Point of Beginning; Thence N 00°39'27" W a distance of 40.21 feet along the East right-of-way line of South Kimball Street to the "Island Area" Parcel as referenced within said Instruments 551531 and 551532; thence S 63°12'01" W a distance of 4.99 feet continuing along the "Island Area" Parcel common with the turning lane of South Kimball and Second Street right-of-ways; thence along a curve to the right, with an arc length of 8.92 feet, a radius of 4.80 feet, a chord bearing of N 65°20'27" W, and a chord length of 7.69 feet; thence along a compound curve to the right with an arc length of 32.73 feet, a radius of 38.83 feet, a chord bearing of N 19°4'222" E, and a chord length of 31.77 feet; thence N 39°42'56" E a distance of 19.40 feet; thence along a curve to the right with an arc length of 39.99 feet, a radius of 95.97 feet, a chord bearing of N 54°07'36" E, with a chord length of 39.70 feet; thence S 19°18'43" E a distance of 3.06 feet; thence N 77°49'02" E a distance of 13.25 feet; thence N 89°23'31" E a distance of 79.90 feet continuing along the said South right-of-way line of East Second Street; thence S 63°06'56" W a distance of 0.83 feet; thence N 89°23'41" E a distance of 83.63 feet to the Northeasterly corner of the described referenced "Parking Area" Parcel also being common with the North-Northwest corner of Lot 9 of said Block 75; thence S 63°20'17" W a distance of 68.42 feet along a line common with the Northwesterly line of said Lot 9 to the West-Northwest corner of said Lot 9, also being on the East line of a 20 foot wide public alleyway; thence S 63°20'17" W a distance of 22.24 feet to a point being on the West right-of-way of a 20 foot wide public alleyway; thence S 00°41'44" E a distance of 200.06 feet along the said West right-of-way of a 20 foot wide public alleyway to the Southeast corner of the ANB Bank Addition, also being common with the Northeast corner of Lot 4 of said Block 75 ; thence S 89°22'37" W a distance of 139.89 feet along the South line of the said ANB Bank Addition, also being common with the North line of said Lot 4 to the Southwest corner of the said ANB Bank Addition, also being common with the Northwest corner of said Lot 4 of Block 75 and on the East right-of-way line of South Kimball Street; thence N 00°42'49" W a distance of 131.73 feet along the said East right-of-way line of South Kimball Street and returning to the Point of Beginning.

Said Parcel of land containing a total of 0.80 Acres or 34,827 square feet, more or less.

The Vacation and Replat of the described lands hereon is with free consent and in accordance with the desires of the above named authorized representative for the owners, proprietors or parties of interest. The Vacation and Replat shall be known as the **ANB Bank Addition**. All streets and alleys as shown hereon are hereby or were previously dedicated to the use of the Public and all easements as shown hereon are hereby dedicated to the use of the Public and Private Utility Companies for the purpose of construction, operation, and maintenance of City roads, utility and service lines, conduits, ditches, drainage and the right of access.

this _____ day of _____, 20 _____

By: _____
Koger L. Propst, CEO of ANB Bank, a Colorado Corporation

State of Colorado)
) SS
County of Denver)

This the foregoing Instrument was acknowledged before me by: Koger L. Propst, CEO of ANB Bank, a Colorado Corporation

this _____ day of _____, 20 _____.

Witness my Hand and Official Seal:

_____ Notary Public _____ My Commission Expires

APPROVALS

Approved by the Planning and Zoning Commission of the City of Casper, Wyoming

this _____ day of _____, 20 _____

By: _____
Chairman of the Planning Commission

By: _____
Secretary of the Planning Commission

Approved by the City Council of the City of Casper, Wyoming

By Resolution Number _____, Duly Passed, Adopted and Approved

this _____ day of _____, 20 _____

By: _____
Mayor

By: _____
City Clerk

Inspection and Approval by the City Engineer of the City of Casper:

Inspected and Approved by the City Engineer of Casper, Wyoming

this _____ day of _____, 20 _____

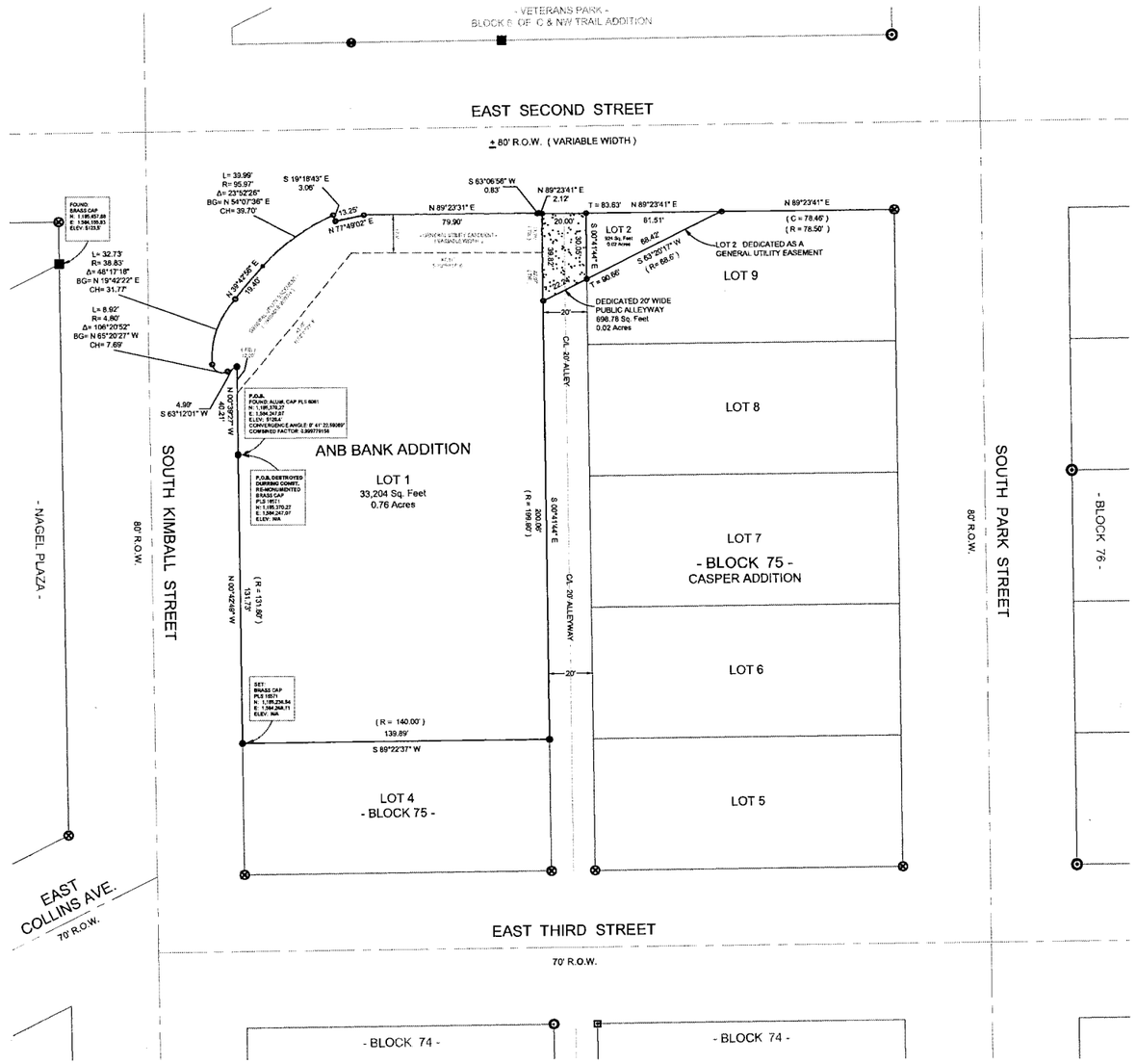
By: _____
City Engineer

Inspection and Approval by the City Surveyor of the City of Casper:

Inspected and Approved by the City Surveyor of Casper, Wyoming

this _____ day of _____, 20 _____

By: _____
City Surveyor



CERTIFICATE OF SURVEYOR

I, Scott Bruce, Wyoming P.L.S. License # 16571, do hereby certify that I am a registered Professional Land Surveyor, licensed under the laws of the State of Wyoming, that this is a true, correct and complete Plat of the ANB Bank Addition as it is laid out, platted, dedicated and shown hereon, and that such Plat was made from an accurate survey of said property by myself of Inberg-Miller Engineers, under my direct supervision and that said Plat correctly shows the location of the property corners and the dimensions of the property lines as laid out upon the ground to the best of my knowledge.

State of Wyoming)
) SS
County of Natrona)

This the foregoing Instrument was acknowledged before me by: Scott Bruce, this _____ day of _____, 20 _____.

Witness my Hand and Official Seal:

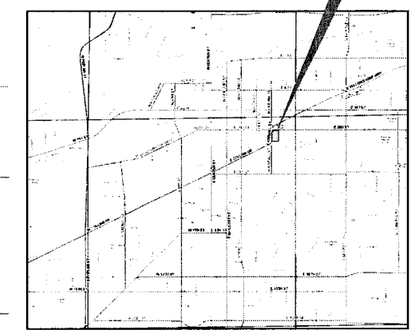
_____ Notary Public _____ My Commission Expires

Professional Land Surveyor
Scott Bruce
16571
WYOMING

PRELIMINARY

0 15 30
SCALE 1" = 30'
(IF BARSCALE DOES NOT MEASURE 1 INCH, SCALE IS NOT CORRECT)

SITE



CITY OF CASPER
VICINITY MAP

GENERAL NOTES:

TOTAL NUMBER OF LOTS: 2
TOTAL AREA: 0.80 ACRES (33,203 Sq. Feet)

SURVEY NOTES:

PLAT CLOSURE RATIO = 1 : 186,817 FT.
BASIS OF DISTANCES: U.S. SURVEY FOOT(GROUND)
BASIS OF BEARINGS: GRID FROM G.P.S. OBSERVATIONS.
BASIS OF COORDINATES: WYOMING STATE PLANE COORDINATES, EAST-CENTRAL ZONE, NAD'83/'86 (CITY OF CASPER SURVEY NETWORK)
BASIS OF ELEVATIONS:NAVD'88 (CITY OF CASPER SURVEY NETWORK)
ELEVATIONS ARE FOR REFERENCE ONLY & NOT BENCHMARKS.

LEGEND :

- = SET BRASS CAP MONUMENT, "PLS-16571"
- = SET ALUMINUM MONUMENT, "PLS- 16571"
- = FOUND REBAR WITH ALUMINUM CAP, "PLS- 6010"
- = FOUND REBAR WITH ALUMINUM CAP, "PLS- 9529"
- = FOUND REBAR WITH ALUMINUM CAP, "PE & LS- 632"
- = FOUND 5/8" REBAR or 1" PIPE -(NO SURVEYOR CAP)
- = FOUND BRASS CAP MONUMENT SET IN CONCRETE
- = CALCULATED CORNER FROM RECORDS -(NOT SET)
- (R) = RECORD MEASUREMENT
- (C) = CALCULATED MEASUREMENT FROM RECORD

Prepared By:

Inberg-Miller Engineers

1300 East Hwy. 14-16
Gillette, Wyoming 82716
Phone-(307) 686-5000
www.inberg-miller.com

ANB BANK ADDITION

A VACATION AND REPLAT OF LOTS 1,2 & 3
BLOCK 75 OF THE CASPER ADDITION & PARCELS
DESCRIBED IN INSTRUMENTS # 551531 & 551532,
CITY OF CASPER
NATRONA COUNTY, WYOMING
LOCATED IN A PORTION OF THE NE1/4 OF THE NE1/4
SECTION 9, T. 33 N.- R. 79 W., 6TH. P.M.

DESIGN:	S.P.B.
DRAWN:	S.P.B.
CHECKED:	S.P.B.
JOB NO.	19838-LS
DATE:	4-3-2019
SCALE:	1"=30'
CONTOUR INTERVAL	NA
HORZ:	1"=30'
VERT:	NA

RIVERTON • CASPER • GREEN RIVER
CHEYENNE • GILLETTE • DOUGLAS
(307) 577-0806 www.inberg-miller.com

INBERG-MILLER ENGINEERS
IME
QUALITY SOLUTIONS THROUGH TEAMWORK

Prepared for:
ANB Bank
3033 East First Avenue, Suite 300
Denver, Colorado 80206

SHEET:
1 – 1

ANB BANK ADDITION
SUBDIVISION AGREEMENT

This Subdivision Agreement ("Agreement") is made and entered into this _____ day of _____, 2019, by and between the following parties:

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

2. ANB Bank, a Colorado Corporation, 3033 East First Avenue, Suite 300, Denver, Colorado 80206 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

RECITALS

A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.

B. Owner has applied for a vacation and a replat of Lots 1, 2 and 3, Block 75, Casper Addition, and parcels described in Instruments # 551531 & 551532, City of Casper, Natrona County, Wyoming, Located in a Portion of the NE1/4 of the NE1/4, Section 9, T.33 N. – R.79 W., 6th P.M., to create the ANB Bank Addition.

C. A plat of ANB Bank Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.

b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.

c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.

d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained

from the Public Services Director prior to any earthwork taking place in the Addition.

b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.

b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.

c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.

e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.

f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.

g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.

h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.

i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.

j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.

b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.

b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.

c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

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

a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.

b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by

itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.

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

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

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

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

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

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

h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

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

ANB Bank, a Colorado Corp.
3033 East First Avenue
Suite 300
Denver, CO 80206

City of Casper
Attn: Community Development Director
200 North David
Casper, WY 82601
Fax: 307-235-8362

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

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

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

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

n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS:

By: _____

Printed Name: William Coffield

Title: VP Development Realty Management Group

OWNER
ANB Bank, A Colorado Corporation

By: _____

Printed Name: Koyer Propst

Title: President & CEO ANB Bank

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2019, by as the Mayor of the City of Casper.

(Seal, if any)

_____
(Signature of notarial officer)

_____
Title (and Rank)

[My Commission Expires: _____]

STATE OF Colorado)
) ss.
COUNTY OF Denver)

This instrument was acknowledged before me on this 6th day of June, 2019, by Roger Propst as the President + CEO of ANB Bank, a Colorado Corporation.

(Seal, if any)

LINDA J. JACK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19934015189
MY COMMISSION EXPIRES OCTOBER 13, 2021

(Signature of notarial officer)

Notary Public
Title (and Rank)

[My Commission Expires: 10/13/2021]

RESOLUTION NO. 19-153

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 1, 2 AND 3, BLOCK 75, CASPER ADDITION, AND PARCELS DESCRIBED IN INSTRUMENTS # 551531 & 551532, CITY OF CASPER, NATRONA COUNTY, WYOMING, LOCATED IN A PORTION OF THE NE1/4 OF THE NE1/4, SECTION 9, T.33 N. – R.79 W., 6TH P.M., TO CREATE THE ANB BANK ADDITION, AND THE ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, an application has been made to vacate and replat Lots 1, 2 and 3, Block 75, Casper Addition, and parcels described in Instruments # 551531 & 551532, City of Casper, Natrona County, Wyoming, Located in a Portion of the NE1/4 of the NE1/4, Section 9, T.33 N. – R.79 W., 6th P.M., to create the ANB Bank Addition; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing, a motion recommending that the City Council approve said vacation and replat; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the vacation and replat as described above.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a subdivision agreement between the City and ANB Bank, a Colorado Corporation.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2019.

APPROVED AS TO FORM:

Walter Trembath

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

July 16, 2019

MEMO TO: His Honor the Mayor and Members of City Council

FROM: J. Carter Napier, City Manager JCN

SUBJECT: Authorizing Creation of Casper's Council for People with Disabilities

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

Action Type
Resolution

Recommendation
That Council, by resolution, authorize the creation of a Casper's Council for People with Disabilities (CCPD), adopt the Bylaws as submitted and authorize the appointments of the newly formed Disability Council.

Summary
A suggestion was brought forward to create a disability council similar to one in the city of Cheyenne. At the March 12, 2019, work session Council was presented with information regarding the creation of such a council and after the presentation, advised staff to move forward with formation of such a council.

Initial meetings were held with interested citizens and stakeholder groups to begin the necessary steps to create the disability council. The attached bylaws include the mission statement, "The CCPD's mission is to be an educational and solution-oriented advisory board serving as a catalyst for promoting self-advocacy, equality, accessibility, and opportunity for all people regardless of their disability", as well as the purpose, structure and membership, terms, meeting dates, and subcommittees.

After the bylaws were approved by the Disability Council, members were confirmed and officers were selected (list attached). The bylaws state that the terms of service will be three (3) years, however as this is the first Council, half of the members will have a term of three (3) years and half will have a term of two (2) years, in order to stagger the turnover. Hereafter, all terms will be three (3) years in length.

Financial Considerations
None at this time

Oversight/Project Responsibility
Zulima Lopez, Risk & Facilities Manager

Attachments
Resolution, Casper's Council for People with Disabilities Bylaws, Officers and Membership List

CASPER'S COUNCIL FOR PEOPLE WITH DISABILITIES
City of Casper, Wyoming

Bylaws of the Casper's Council for People With Disabilities
City of Casper, Wyoming

Article I – Name

1. The name of this organization shall be the Casper's Council for People with Disabilities (hereinafter referred to as the CCPD).

2. The official slogan of the CCPD shall be Equal Access, Equality, and Opportunity – For all People!

Article II – Mission

The CCPD's mission is to be an educational and solution-oriented advisory board serving as a catalyst for promoting self-advocacy, equality, accessibility, and opportunity for all people regardless of their disability.

Article III – Purpose

The purpose of the CCPD shall be to serve as an advisory Committee to the Casper City Council and City Manager and staff members of the City of Casper, Wyoming, on the problems and concerns of people with disabilities as they relate to activities of daily living; including employment, recreation, transportation, architectural accessibility, or any other area of concern to people with disabilities in Casper.

1. Develop a City Plan for addressing issues affecting people with disabilities by
   a) Establishing goals and objectives.
   b) Establishing priorities to implement the goals and objectives set forth.
   c) Develop project and budget proposals for presentation to the City Council.

2. Promote improvement in the quality of life for Casper citizens with disabilities by
   a) Encouraging inter-agency coordination among service agencies and programs relating to people with disabilities and refer disabled persons to appropriate services.
   b) Participate with and offer recommendations to City staff on past, current, and future projects.
   c) Bring awareness to and educate the community on issues relevant to people with a disability or handicap.

Article IV – Membership

The City Council for Casper shall appoint the members of the CCPD. The Chairperson of the CCPD may submit recommendations for appointments to the City Council for consideration after approval by the CCPD membership.

1. The CCPD shall consist of between fourteen (14) and sixteen (16) members as follows:

up to six (6) executive officers and between nine (9) and twelve (12) members of whom a majority shall consist of persons with a disability or handicap, caretakers, family, parents or legal guardians of persons with disabilities.

2. The CCPD may also consist of non-voting community partners/liaisons of up to twelve (12) potential liaisons.

3. Term of Service:
   a) Each member/liaison shall serve a term of three (3) years.
   b) Re-appointments may be made at the direction of the Council with the recommendation of the Chairperson.
   c) Resignation of CCPD members shall be submitted to the Council and CCPD Chairperson in writing two (2) weeks prior to the effective date.

4. The City Council shall appoint a member of the City Council to act as a non-voting liaison to the CCPD.

Article V – Officers

1. The officers of the CCPD shall be Chairperson, Vice-Chairperson, Secretary, and Treasurer and shall, along with up to two (2) members at large, constitute the Executive Committee.

2. Officers serve a term of one (1) year. A member may only serve two (2) years as an officer in any three-year term. If more than one three-year term is served, a member may never serve more than two (2) consecutive years as an Executive Officer. An exception to this would be if there were not enough nominations or members to fill the offices.

3. Election of Officers:
   a) The election of Officers shall be held at the December meeting or at a special meeting of the CCPD if an office vacancy should occur.
   b) The CCPD Chairperson of the regular meeting prior to elections shall invite nominations from the floor. Any person nominated from the floor must signify his or her willingness to serve, if elected.

4. Removal of an Officer:
   An Executive Officer may be removed from his or her office by a two-thirds majority vote of the entire CCPD for misuse of their office or for lack of performing their duties.

Article VI – Consensus, Voting and Quorum

1. The CCPD operates upon a consensus building format. In the event a consensus cannot be reached by the CCPD, the Chairperson shall call for a vote.

2. A vote is required for the election of officers, bylaw changes, financial expenditures, set policy, and anytime the Chairperson deems a vote necessary. Yeas and nays of a vote

shall be recorded in the minutes.

3. Quorum: As defined in "Robert's Rules of Order Revised," fifty (50 percent plus one (1) of the entire CCPD membership constitutes a quorum. No vote may be taken unless the requirement of a quorum has been met.

Article VII – Duties of the Membership

1. The Chairperson of the CCPD shall perform the following duties:
   a) Determine and compose meeting agenda(s).
   b) Facilitate all meetings.
   c) Create special committees in addition to the set standing committees as the Chairperson deems necessary.
   d) Assign a Chairperson to all standing and other committees.
   e) Designate projects as deemed necessary.
   f) Be one (1) of two (2) primary signers on checks written for CCPD. Two (2) signatures will required on a check.

2. The duties of the Secretary shall be:
   a) Take, complete, and disburse in a timely matter the minutes of meetings of the CCPD.
   b) Compose correspondence as requested by the Chairperson and/or CCPD in the conducting of CCPD business.
   c) The Secretary shall maintain the accuracy of the member roster.
   d) The Secretary shall furnish all new members with the CCPD bylaws.
   e) Maintain a book or record covering a time period of not less than three (3) years of the CCPD minutes.
   f) Be one (1) of two (2) primary signers on checks written for CCPD. Two (2) signatures will be required on a check.

3. The Duties of the Vice-chairperson shall be:
   a) In the absence of the Chairperson, the Vice-chairperson shall assume and fulfill the duties of the Chairperson.
   b) In the absence of the Secretary, the Vice-chairperson shall assume and fulfill the duties of the Secretary.

4. The duties of the Treasurer shall be:
   a) Be one (1) of two (2) primary signers on checks written for CCPD. Two (2) signatures will be required on a check.
   b) Deposit all donations into the CCPD bank account.
   c) Pay all invoices for CCPD. All expenditures may be reimbursed only after full approval of the CCPD.
   d) Reconcile the bank statement each month.
   e) The Treasurer shall maintain financial records which shall be available for inspection, as requested.
   f) The Treasurer shall provide a monthly financial report to the CCPD.

5. The entire membership of the CCPD shall perform the following duties:
   a) Promote self-advocacy for people with disabilities.
   b) Perform such designated duties within the CCPD as required.
   c) Belong to and participate on at least one of the standing committees or of the current Chairperson's formed committees.
   d) Attending meetings regularly. After two (2) missed meetings, a member of the Executive Committee will contact the member. After unexcused absence from three (3) consecutive meetings or four (4) meetings annually shall automatically cause the chairperson to declare a vacancy.
   e) Assume personal responsibility for promoting the purposes of the CCPD whenever and wherever possible.

Article VIII – Meetings

1. The CCPD shall meet monthly on a day, time, and place mutually agreed upon by the majority of CCPD members.

2. The Chairperson or three (3) or more members of the Executive Committee may call special meetings.

3. Notice of special meetings shall be given to each member 24 hours prior to such meetings.

4. The CCPD Chairperson or a Committee Chairperson may call meetings of the various committees as deemed necessary.

5. All meetings of the CCPD shall be open to the public and shall be posted on Casper's website.

6. Time for public comment is to be included on the agenda.

7. Specific projects and/or business by non-CCPD individuals wishing to be added to the agenda must be requested in writing to the CCPD Chairperson at least two (2) weeks prior to the meeting at which the business is to be introduced.

Article IX – Standing Committees

The CCPD shall have four (4) standing committees that will address specific subject matter. The four (4) standing committees shall be: Quality of Life (QOL), Public Relations (PR), Events (EVT) and the Fundraising (FR) committee.

   a) The majority of the CCPD business shall be referred to the appropriate standing committee for accomplishing specific tasks with recommendations given to the CCPD of the whole for action.
   b) Committees should meet as often as necessary and verbal or written progress reports shall be given to the CCPD Chairperson at each monthly meeting.

c) Committees will address issues of equal access and opportunity for all venues and forums. This includes, but is not limited to: buildings, transportation, parks and recreation, pedestrian sidewalks, curbs and pathways, education and employment.

1. Quality of Life (QOL) Committee:

a) From the membership of the CCPD, the CCPD Chairperson shall appoint a Committee Chairperson.
b) A majority of CCPD projects will fall under the QOL committee.
c) The QOL Chairperson may recruit other persons to the QOL committee who are not CCPD members. These individuals are voting members of the committee only and shall not be voting members of the CCPD of the whole.

2. Public Relations (PR):

a) Public Relations (PR) is the actions of the CCPD in fundraising or promoting the CCPD's activities, information, resources, and goodwill between itself and the Mayor, City Council, City Manager, government, the public, the community, etc., through the spoken word, internet, print and/or broadcast media.
b) Executive Officers may participate in PR activities or communication without the consent of the CCPD. However, if time allows, all PR activities should be presented to the CCPD beforehand.
c) A PR Committee Chairperson shall be appointed by the CCPD Chairperson to maintain the accuracy and appropriate information of all printed material and the CCPD web postings, with final content requiring the CCPD's approval.
d) Any voting member may represent themselves as a CCPD member and promote and/or fundraise for the CCPD and its projects. However, any communication stating a CCPD endorsement must have the CCPD's express consent and approval.
e) No member shall take a public stand on an issue in the name of the CCPD, unless the CCPD has agreed upon that issue.
f) Any and all advertisements of or for the CCPD through the internet, print, or broadcast media must be submitted to and approved by the CCPD.
g) Executive Officers shall have compete access to the CCPD's web postings.
h) The PR Chairperson may recruit other persons to the PR Committee who are not CCPD members. These individuals are voting members of the committee only and shall not be voting members of the CCPD of the whole.

3. Events Committee:

a) From the membership of the CCPD, the CCPD Chairperson shall appoint an Events Chairperson.
b) The Events Committee shall, annually in November, prepare a calendar of all planned events for the upcoming calendar year. This calendar shall be updated monthly to include the following twelve (12) months.
c) The Events Committee shall annually plan a CCPD community awareness and

education Town Hall Meeting event in a month selected by the PR Committee and approved by the CCPD. In addition, the Events Committee shall provide information to the community and raise funds for the CCPD.

d) The Events Committee shall annually acknowledge by Council's proclamation, print, television and/or plan events in conjunction with Disability Awareness and Disability Employment months.

e) The Events Committee shall plan participation in annual community events, such as Parade Day, tree lighting ceremonies, etc.

f) The Events Chairperson may recruit other persons to the Events Committee who are not CCPD members. These individuals are voting members of the committee only and shall not be voting members of the CCPD of the whole.

4. Fundraising Committee:

a) The CCPD Chairperson shall appoint a Fundraising Committee Chairperson.

b) Fundraising may be achieved in person or through events and advertising.

c) Members may, as a group or individually, solicit donations from individuals, businesses, clubs and associations.

d) Any voting member may represent themselves as a CCPD member and promote and/or fundraise for the CCPD and its projects.

e) Voting CCPD members may take non-cash donations.

f) CCPD members may issue a temporary receipt upon receiving a donation and retain a copy for the CCPD Treasurer. They should inform the donor that an official receipt will be mailed from the CCPD Treasurer.

g) An accounting of all donations will be provided annually to the City's Finance Department?
and the City Council.

h) The Chairperson may recruit other persons to the Fundraising Committee who are not CCPD members. These individuals are voting members of the committee only and shall not be voting members of the CCPD of the whole.

Article X – Chairman's Special Committees

1. The Chairperson may establish committees in addition to and apart from the standing committees to meet specific goals and objectives of the CCPD.

2. Membership:

a) From the membership of the CCPD, the Chairperson shall appoint a Chairperson for each committee, as necessary.

b) The Chairperson of each committee may recruit other persons to their committee who are not CCPD members. These individuals are voting members of the committee only and shall not be voting members of the CCPD of the whole.

3. Duties:

a) Committees should meet as often as necessary and verbal and/or written progress reports shall be given to the CCPD Chairperson at each monthly CCPD meeting.

b) The majority of the CCPD business shall be referred to the appropriate committee for accomplishing specific tasks with recommendations given to the CCPD of the whole by that committee for action.

Article XI – Bylaws

1. Upon the election of new officers, the CCPD's Executive Committee shall review the Bylaws to maintain timeliness and accuracy.

2. These Bylaws may be amended in any regular meeting of the CCPD by a two-thirds vote of the quorum present, providing the proposed amendment or amendments have been submitted in writing to the members of the CCPD thirty (30) days prior to the meeting, at which time such amendment or amendments shall be voted upon.

Article XIII – Parliamentary Authority

The rules contained in "Robert's Rules of Order Revised" shall govern this organization in all cases to which they are applicable and when they are not inconsistent with these Bylaws.

****** The remainder of this page intentionally left blank ******

Approved by a majority vote of the CCPD and attested to by:

Chairperson,

_____ Date: _____

Vice-Chairperson,

_____ Date: _____

Treasurer,

_____ Date: _____

Secretary,

_____ Date: _____

Filed at: The Natrona County Clerk's Office

cc: City Manager's Office
City Clerk's Office
City Attorney's Office

Casper Council for People with Disabilities
June 24, 2019

Officers - one year term

Chairman – Luane Plumb
Vice Chair – Mary Price
Secretary – Renate Pullen
Treasurer – Zulima Lopez

Members	Term Limit
Austin Berlin	2 years
Eric Distad (alternate for Austin Berlin)	
Masha Flinn	2 years
Liz Ladeburg	2 years
Arthur Leroy Pauly Jr.	2 years
Steven McNichols	2 years
John Wall	2 years
Bonnie Wilson	2 years
Nicole Green	3 years
Linda Jones	3 years
Marcella Marie Maher	3 years
Michelle Onstott	3 years
Luan Plumb	3 years
Renate Pullen	3 years
Mary Price	3 years

RESOLUTION NO. 19-154

A RESOLUTION APPROVING THE CREATION OF A DISABILITY COUNCIL FOR THE CITY COUNCIL, ADOPTING THE BYLAWS AND APPOINTING THE OFFICERS AND MEMBERS.

WHEREAS, the City of Casper's disabled community faces many challenges in accessibility, employment, transportation, and equality; and,

WHEREAS, it is in the best interests of the city to be knowledgeable about what basic accommodations citizens with limitations prefer; and,

WHEREAS, the Casper City Council desires to establish the Casper Council for People with Disabilities (CCPD) as an advisory board to the Council; and,

WHEREAS, the CCPD will work with the City Council and City staff on the problems and concerns of people with disabilities as they relate to activities of daily living; including employment, recreation, transportation, architectural accessibility, or any other area of concern to people with disabilities in Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: the bylaws for the Casper Council for People with Disabilities are adopted as submitted and the CCPD through the current list of officers and members, is hereby authorized to operate as an advisory board for the Casper City Council.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2019.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

June 25, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Chalk Buttes Landscaping, Inc., in the amount of $105,732.47, for the Highland Park Cemetery Irrigation Improvements 2019, Project No. 19-003

Meeting Type & Date
Regular Council Meeting
July 16, 2019

Action Type
Resolution

Recommendation
That Council, by resolution, authorize an Agreement with Chalk Buttes Landscaping, Inc., in the amount of $105,732.47, for the Highland Park Cemetery Irrigation Improvements 2019, Project No. 19-003. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of $14,267.53, for a total project amount of $120,000.00.

Summary
This project is for an expansion of the Highland Park Cemetery irrigation system. The project will expand the automatic irrigation system into a portion of the existing cemetery. These improvements will water more efficiently and will require less day to day labor for watering.

The bids received for this work are as follows:

CONTRACTOR	BUISNESS LOCATION	BID AMOUNT
Chalk Buttes Landscaping	**Douglas, Wyoming**	**$105,732.47**
Stoner Lawn and Landscape	Casper, Wyoming	$110,795.97
Western Plains Landscaping	Casper, Wyoming	$138,200.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state contractors, no bid preference was granted.

Work is scheduled to be completed by October 31, 2019 and November 8, 2019 for substantial and final completion respectively. The estimate prepared by the City Engineering Division was $115,000.00.

Financial Considerations
Funding for this project will be from 1% #15 funds allocated to the Cemetery Expansion.

Oversight/Project Responsibility
Ethan Yonker, P.E., Associate Engineer, Public Services.

Attachments
Resolution
Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Chalk Buttes Landscaping, Inc., 201 Sanford Avenue, Douglas, Wyoming 82633 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to construct an irrigation system for a portion of the Highland Park Cemetery; and,

WHEREAS, Chalk Buttes Landscaping, Inc., is able and willing to provide those services specified as the HIGHLAND PARK CEMETERY IRRIGATION IMPROVEMENTS 2019, Project 19-003.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the HIGHLAND PARK CEMETERY IRRIGATION IMPROVEMENTS 2019, Project 19-003.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

Work will be considered substantially complete when all grading, fencing, irrigation, installations, seeding, planting and paving is complete. Final completion will be granted upon completion of a walk through with Owner's Representative, completion of punchlist, clean up of work site, and de-mobilization.

3.1 The Work will be substantially completed by October 31, 2019, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by November 8, 2019.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays,

expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars ($500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars ($200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of One Hundred Five Thousand Seven Hundred Thirty-Two and 47/100 Dollars ($105,732.47). See Exhibit "A" – Bid Form and Bid Schedule.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions. 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

5.1.1 Prior to payment of 50% of Total Contract Price, progress payments will be made in an amount equal to 90% of the Work completed, and 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 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 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding $25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the

Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

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

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

7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

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

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

8.2 Exhibit "A" - Bid Form and Bid Schedule (BF-1 through BF-4 and BS-1).

8.3 Joint Account Agreement or Letter of Forfeiture waiving same.

8.4 Addenda No. 1.

8.5 Performance and Payment Bonds.

8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.7 Notice of Award.

8.8 Notice to Proceed.

8.9 Minutes of the Pre-Bid Conference, if any.

8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).

8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).

8.12 Technical Specifications, consisting of six (6) sections.

8.13 Special Provisions, consisting of three (3) sections

8.14 Contract Drawings, consisting of Twelve (12) Sheets

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

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____day of _____, 2019.

APPROVED AS TO FORM:
(Highland Park Cemetery Irrigation Improvements, Project 19-003)

_____

ATTEST:

By: _____

Title: _____

CONTRACTOR:
Chalk Buttes Landscaping, Inc.

By: _____

Title: _____

ATTEST:

By: _____
Fleur D. Tremel
Title: City Clerk

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____
Charles Powell
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
HIGHLAND PARK CEMETERY IRRIGATION
IMPROVEMENTS 2019, Project 19-003

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by October 31, 2019, and completed and ready for final payment not later than November 8, 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. *1* Dated *06/21/2019*
   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;

   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: $ *105,732.47*

TOTAL BASE BID, IN WORDS: *One Hundred five thousand, seven hundred thirty two and 47/100* 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.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: *Chalk Buttes Landscaping, Inc.*
201 Sanford Avenue
Douglas, WY 82633

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 *06/25/2019*, 2019.

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: *Chalk Buttes Landscaping, Inc.* (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: _____ (seal)

President
(Title)

(Seal)

Attest: _____

Business Address: *201 Sanford Avenue*
Douglas, WY 82633

Phone Number: *(307) 358-4595*

A JOINT VENTURE

By: _____ (seal)
(Name)

_____
(Address)

By: _____ (seal)
(Name)

_____
(Address)

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

BID SCHEDULE
June 25, 2019
HIGHLAND PARK CEMETERY EXPANSION, PHASE II
Project 16-051

Casper, Wyoming

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

LS=Lump Sum, SY = Square Yards, LF = Lineal Foot, EA = Each

Bid Schedule

Bid Item	Description	Quantity	Units	Unit Price	Total Price
1	Mobilization and Bonds	1	LS	$ *17,411.37*	$ *17,411.37*
2	F&I 4" Manual Isolation Valve	12	EA	$ *433.01*	$ *5,196.12*
3	F&I Quick Connect	10	EA	$ *195.30*	$ *1,953.00*
4	F&I Class 200 Gasketed 4" Fittings	70	EA	$ *221.56*	$ *15,509.20*
5	F&I 4" Class 200 SDR21 Bell and Gasket Main Line	3200	LF	$ *7.63*	$ *24,416.00*
6	F&I Irrigation lateral line, swing joint, riser, and head complete	21	EA	$ *708.18*	$ *14,871.78*
7	F&I Irrigation Control Wire	3400	LF	$ *.80*	$ *2,720.00*
8	F&I Asphalt Patching	300	SY	$ *78.85*	$ *23,655.00*
				Total Base Bid	$ *105,732.47*

- **BASE BID IN WORDS:**

One Hundred five thousand, seven hundred thirty two Dollars and 47/100

This bid submitted by: *Chalk Buttes Landscaping, Inc.*
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 19-155

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CHALK BUTTES LANDSCAPING, INC., FOR THE HIGHLAND PARK CEMETERY IRRIGATION IMPROVEMENTS 2019, PROJECT NO. 19-003

WHEREAS, the City of Casper desires to construct an expansion to the Highland Park Cemetery Irrigation System; and,

WHEREAS, Chalk Buttes Landscaping, Inc., is able and willing to provide those services specified as the Highland Park Cemetery Irrigation Improvements 2019, Project No. 19-003; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Fourteen Thousand Two Hundred Sixty-Seven and 53/100 Dollars ($14,267.53) 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 Chalk Buttes Landscaping, Inc., for those services, in the amount of One Hundred Five Thousand Seven Hundred Thirty-Two and 47/100 Dollars ($105,732.47).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to One Hundred Five Thousand Seven Hundred Thirty-Two and 47/100 Dollars ($105,732.47) and Fourteen Thousand Two Hundred Sixty-Seven and 53/100 Dollars ($14,267.53) for a construction contingency account, for a total price of One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00).

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 Fourteen Thousand Two Hundred Sixty-Seven and 53/100 Dollars ($14,267.53), 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:
(Chalk Buttes Landscaping, Inc.- Highland Park Cemetery Irrigation Improvements 2019 – 19-003)

Wallace Trembath IV

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

July 1, 2019

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Authorizing a Contract for Professional Services with WLC Engineering and Surveying in the Amount of $54,700.00, for the Morad Park to Walmart Trail.

Meeting Type & Date
Regular Council Meeting
July 16, 2019

Action type
Resolution

Recommendation
That Council, by resolution, authorize a contract for professional services with WLC Engineering and Surveying (WLC), for design and construction administration services for the Morad Park to Walmart Trail, Project No. 18-050, in the amount of $54,700.00.

Summary
The City of Casper is the recipient of Transportation Alternative Program (TAP) funds for constructing a pedestrian pathway from the Morad Park Bypass Trail to the west side Walmart. The trail will be approximately 2,200 feet long and will connect Casper's non-motorized trail system along the North Platte River to the businesses, schools and neighborhoods to the south of CY Avenue.

A request for proposals was sent to qualified consultants to furnish engineering design and construction administration services for this project. The City received one (1) proposal from interested consultants. A selection committee consisting of City staff and members of the Platte River Trails Trust reviewed the proposal and interviewed WLC. Based on the interview and team qualifications, the selection committee recommends selecting WLC. WLC's fee for design and construction administration services is $54,700.00.

Design services for the project include obtaining easements from private land owners and preparation of plans and specifications, and assistance to the City in advertising for, opening, and evaluating construction bids. Construction administration services include field staking, field observations, attending construction progress meetings, material testing, record drawings, and review of payment applications. Construction of the project is expected to be completed in June 2020.

The estimated cost for the project is $245,407.00, with TAP funds of $220,325.00 being matched with $55,082 from budgeted Optional One Cent #15 Sales Tax funds allocated to the Platte River Trails Trust projects.

Financial Considerations

The total contract amount of $54,700.00 is from Budgeted Current Revenue of the Transportation Alternatives Program Grant Fund, and One Cent #15 Optional One Cent Sales Tax Fund allocated to the Platte River Trails Trust projects.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of July, 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. WLC Engineering and Surveying, 200 Pronghorn, Casper, Wyoming 82601 ("Consultant").

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

RECITALS

A. The City is undertaking a project to construct a multi-use pathway from the Platte River Trail at 2800 SW Wyoming Blvd to the intersection of CY Avenue and the Walmart Business Access Road at the Mountain View Shopping Center, Fort Caspar Academy, and neighborhoods to the south.

B. The project requires professional services for engineering design and construction administration.

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

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

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

1. SCOPE OF SERVICES:

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

A. Design Phase.

1. The Consultant shall meet with City representatives and members of the Platte River Trails Trust to discuss proposed project configuration and layout.

2. The Consultant shall provide all services in accordance with the "FY2019 Transportation Alternatives Program Subrecipient Agreement Between the Wyoming Department of Transportation and the City of Casper".

3. The Consultant shall conduct an environmental field inspection and complete the environmental field report. Obtain support letters from necessary environmental agencies (SHPO, Fish, Wildlife and Parks, etc.). Submit the environmental documentation to the City to assist in obtaining the Categorical Exclusion or Finding of No Significant Impact. First payment will **NOT** be available until the environmental process is completed and approved and a Notice to Proceed has been issued and Authorization for Expenditures is given by WYDOT/FHWA.

3. The Consultant shall conduct field investigations and surveys as necessary to verify existing conditions, especially topographic data, existing utility locations, right-of-way, surface elevations, and to delineate all necessary wetlands as needed to complete the environmental process and any mitigation that may be needed.

4. The Consultant shall coordinate meetings with and obtain public access easements from all private land owners along the proposed pathway.

5. The Consultant shall prepare plan sheets that have been approved and signed by a licensed Professional Engineer registered in the State of Wyoming. The plan sheets shall include the proposed area showing the final elevations, grades, alignments, typical sections of the trail, right-of-way and utility plans, and all details necessary for construction, and other details necessary to insure safe passage for the public. All storm water, surface or collected must be treated before it exits the project site.

6. The Consultant shall prepare final drawings or as-built drawings on a computer-aided drafting format. Digital format shall be DXF and be compatible with AUTOCAD Version 2007 release or newer. The Consultant shall also provide a final set of plans in 11x17 paper copy designated as "as-builts" approved and signed by a licensed Professional Engineer registered in the State of Wyoming, and a complete set of plans electronically in a pdf format that can be printed as a complete set and to scale, ready for reproduction if needed and all CAD file associated to the project. The project will be designed and presented to the City of Casper utilizing the United States National CAD Standards, as adopted by the City of Casper. The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the Owner's CAD system and in accordance of Casper Municode 16.16.020.

7. The Consultant shall prepare a project cost estimate when preliminary plans are at approximately fifty percent (50%) complete, at ninety percent (90%) complete, and at the completion of the design or a Hundred percent (100%).

8. Consultant shall provide the City Engineering Office four (4) copies of the preliminary construction drawings and project manuals to be reviewed by City Staff at 90%.

B. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the Project. This project will be partially funded by federal Transportation Alternative Program (TAP) funds which will require incorporating federal documents in the project Specifications and to obtain and file all TAP required documents throughout the project as necessary to comply with all federal audits.

2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "Standard Specifications for Street Construction," latest version.

3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.

4. The Consultant shall prepare a Project Manual to include the following:

   a. Technical Specifications.

   b. Bid Schedule to accompany the Owner's Bid Form.

   c. Edited "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary.

   d. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

C. Final Bidding Documents.

1. The Consultant shall provide the City Engineering Office two (2) sets of Bidding Documents prior to public advertisement for bids. The Consultant shall affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.

2. The Consultant shall submit to the City, as a minimum, final drawings consisting of plan sheets showing the pathway and necessary details related to this project, and as follows:

   a. Title Sheet that shows the project limits and location with respect to the surrounding region. This sheet shall also have an index and legend. The sheet shall bear the Consultants registration stamp, date and signature.

   b. Typical Section of the pathway with dimensions and stationing.

   c. Right-of-Way & Utility Plan indicating clearance of right-of-way and utilities for the project.

   d. Wetland Plan delineating all wetlands that maybe affected and or mitigated, and any areas that must be avoided.

   e. Grading Plan showing the grades and direction of drainage for any runoff with proposed and existing elevations.

   f. Drainage Details showing size and location of drainage features if necessary.

   g. Facility/Pathway Amenities details showing location and orientation, necessary for construction including: concrete/asphalt pathway and decorative retaining walls.

3. The Consultant shall provide the City Engineering Office a copy of final drawings of the project in both AUTOCAD format and PDF labeled "FINAL DRAWINGS – CITY OF CASPER – MORAD PARK TO WALMART TRAIL PROJECT". The Consultant shall provide the City Engineering Office a copy of the final contract specifications in Microsoft Word format.

D. Advertising and Bidding Phase.

1. The Consultant shall utilize and maintain project information with City of

Casper's QuestCDN website for the following: advertisement, distributing addenda and bidding information to planholders, uploading project documents including all plans and specifications, and distributing bid tabulations to planholders.

2. The Consultant shall send advance notice of the project to interested bidders.

3. The Consultant shall provide the edited "front end" documents in digital form to Owner two (2) weeks prior to project advertisement.

4. The Consultant shall send Bidding Documents to plan centers located in Billings, Denver, Cheyenne, and Casper.

5. The Consultant shall arrange for and conduct a pre-bid conference approximately ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them through QuestCDN.

6. Consultant shall prepare Addenda, if necessary, to modify the Bidding Documents and distribute through QuestCDN at least seven (7) days prior to the bid opening.

7. The Consultant shall assist the City in opening, tabulating, and evaluating bids.

8. The Consultant shall provide a written opinion to the Casper Public Services Department stating their recommendation for awarding the bid.

E. Construction Phase:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction

phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.

2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant will deliver not more than four (4) copies of the Contract Documents to the successful bidder.

3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ), county, and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.

4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:

   a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full time assistant (or as agreed) at the site to assist Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work. The RPR and the assistant will be on site for an average of two (2) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.

   b. The RPR will be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR are set forth in Exhibit "A", "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

   c. RPR Visits and Observation:

1. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

2. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary" including all weather conditions. Construction diary shall contain notes of material conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.

e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the digital photo number. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

f. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.

g. During construction, progress meetings to include Owner's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

h. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:

a. Establish horizontal and vertical control for construction of the pathway along the alignment.

b. All staking will be done once, and Contractor(s) shall be responsible for additional staking at their cost.

6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. Consultant must notify the City of any such defective work.

7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.

8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), and submit to the City with recommendations prior to approval.

10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents.

11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.

12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:

    a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the

best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.

14. Walk-Through. Consultant shall set up a walk-through meeting and must inform city engineer of time and date before conducting any walk-through to determine if the Work is Substantially Complete along with a final walk-through to determine if the completed work is acceptable.

Consultant must recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.E.12.b (Construction Phase).

15. Record Drawings. Consultant shall provide the Owner one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 11"x 17" record drawings to Owner designated as "as-builts" approved and signed by a licensed Professional Engineer registered in the State of Wyoming. Consultant shall also provide to Owner a complete set record drawings of the Project in a PDF format and AutoCad (in conformance with City of Casper and United States National CAD Standards) format compatible with the Owners system, labeled as "Record Drawings – City of Casper – Rotary Park Pathway – Phase II, Project 17-011". The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the Owner's CAD system and in accordance of Casper Municode 16.16.020.

16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up. Consultant shall include city engineer staff in said inspections.

17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.

18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the

Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.E.1 through I.E.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

19. The Consultant shall perform the services in accordance with their fee proposal attached as Exhibit "B" and be subject to the terms of the "FEDERAL GENERAL PROVISIONS" attached as Exhibit "C", as required by the Transportation Alternative Program through the Wyoming Department of Transportation.

2. TIME OF PERFORMANCE:

The design services of the Consultant shall be undertaken and completed on or before the 1st day of November, 2019. Construction Administration services shall be provided throughout construction.

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 Fifty-Four Thousand Seven Hundred Dollars ($54,700.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Walter Trudt

ATTEST

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

WITNESS

By: Terry Cottenoir

Printed Name: Terry Cottenoir

Title: Engineering Technician

CONSULTANT
WLC Engineering and Surveying

By: Bradley Holwegner

Printed Name: Bradley Holwegner

Title: Project Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

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

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

D. *Other Insurance Provisions*

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

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

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

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

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

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

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

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

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

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

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

8. *Verification of Coverage*
   Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. *Subconsultants*
   Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.
10. *Special Risks or Circumstances*
    City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

EXHIBIT "A"

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

Consultant shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Consultant in observing performance of the work of Consultant(s). The duties and responsibilities of the RPR are limited to those of Consultant in Consultant's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant and Contractor keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR.

1. Schedules. Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.

2. Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison.

   a. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

   b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples.

   a. Record date of receipt of Shop Drawings and samples.

   b. Receive samples which are furnished at the site by Contractor, and notify Consultant of availability of samples for examination.

   c. Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.

5. Review of Work, Rejection of Defective Work, Inspections, and Tests.

   a. Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty, or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

   c. Verify that tests are conducted in the presence of appropriate personnel, and observe, record, and report to Consultant appropriate details relative to the test procedures.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.

6. Interpretation of Contract Documents. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.

7. Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendation to Consultant. Transmit to Contractor decisions as issued by Consultant.

8. Records.

   a. Maintain orderly files for correspondence, reports of job conferences, Shop

Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary or logbook, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.

c. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.

9. Reports.

a. Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and Schedule of Shop Drawing and sample submittals.

b. Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the Work.

c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Directive Changes, and Field Orders.

d. Report immediately to Consultant and Owner upon the occurrence of any accident.

10. Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Completion.

a. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

b. Conduct final inspection in the company of Consultant, Owner, and

Contractor and prepare a final list of items to be completed or corrected.

c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority.

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Consultant.

2. Shall not exceed limitations of Consultant's authority as set forth in the Contract or the Contract Documents.

3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.

4. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.

7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specially authorized by Consultant.

EXHIBIT "B"

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

May 31, 2019

Mr. Terry Cottenoir,
City of Casper
200 North David Street
Casper, WY 82601

RE: FEE PROPOSAL, Request for Proposals for Engineering Services for the City of Casper – Morad Park to Walmart Trail Project

Mr. Cottenoir:

This price proposal is based upon the scope of work stated in the Request for Proposals for Engineering Services for City of Casper –Morad Park to Walmart Trail Project, the specific scope stated in our proposal, as well as our proposed schedule. The fees for this project are derived from the attached 2019 Fee Schedule.

Our fee for providing the stated scope of services is as follows.

Design Services Fee:	$24,900.00
Construction services Fee:	$29,800.00
TOTAL:	54,700.00

This fee is a not-to-exceed value. We will submit an invoice, payment voucher, and Invoice Cover Sheet monthly based upon the actual time and materials expended.

In the event that the City of Casper significantly modifies the scope of work and/or the design schedule or the contractor exceeds the anticipated time for completion, we will request an adjustment to our agreement.

We look forward to working with the City of Casper on this project. Please feel free to contact us with any questions.

Respectfully,
WLC Engineering, Surveying, and Planning

Brad Holwegner, PE
Project Manager

Encl.

2019 FEE SCHEDULE

DEDICATED TO CLIENTS.
DEFINED BY EXCELLENCE.

Submitted to: City of Casper

Project: Morad Park Trail

Submitted by: Brad Holwegner, Project Manager

Date: 5/31/19

2019 MASTER FEE SCHEDULE – CONFIDENTIAL

EFFECTIVE DATE: January 1, 2019

LABOR CHARGES

Staff Type	Hourly Rate
Office Assistant	$59.00
Clerical/Word Processor	$65.50
Office Technician	$72.00
Accounting Research Technician	$78.00
Archivist	$90.00
Technician I	$65.50
Technician II	$75.00
Technician III	$85.00
Technician IV	$95.00
Technician V	$105.00
Engineer I	$108.00
Engineer II	$120.00
Engineer III	$132.00
Engineer IV	$143.50
Engineer V	$153.00
Project Manager	$168.00
Senior Project Manager	$184.00
Principal	$ 209.00

Staff Type	Hourly Rate
Planning Technician	$98.00
Drafting Technician I	$85.00
Drafting Technician II	$95.00
Drafting Technician III	$105.00
Drafting Technician IV	$110.00
Drafting Technician V	$120.00
GIS Technician I	$95.00
GIS Technician II	$105.00
GIS Technician III	$115.00
Surveying Technician I	$80.00
Surveying Technician II	$90.00
Surveying Technician III	$100.00
Surveying Technician IV	$115.00
Surveying Technician V	$132.00
Surveyor (L.S.)	$155.00
Grantsman	$150.00
Assistant Grantsman	$98.00

Equipment/Reimbursable	Fee per Unit
Vehicle	$78.75 per day
Mileage	$1.05 per mile
Per Diem	$13.75 per unit
Meals	Cost + 10%
Lodging, travel, etc.	Cost + 10%
Computer Cad/GIS	$33.50 per hour
Consultants	Cost + 10%
Subcontractors	Cost + 15%
Filing Fees/Recordings	Cost + 10%
3D Laser Scanner - Drone	$157.50 per hour

Equipment/Reimbursable	Fee per Unit
Field/Office Materials (Int/ Ext)	Cost + 10%
Prints/Maps/Reproduction (Int/Ext)	Cost + 10%
Insurance (Addl. Insur., Waiver, RR)	Quote
Communications (Internal / External)	Cost + 10%
External Delivery	Cost + 10%
GPS (RTK – Hourly Charge)	$80.00 per hour
Digital Level	$24.50 per hour
UTV	$152.00 per day
Robotic TS/Pathfinder – Hourly Charge	$76.25 per hour
Total Station with Data Collector	$30.00 per hour
Field/Office Equipment (External)	Cost + 15%

1. All field charges begin at the time of departure and terminate at the time of return to the point of origin (the home office or place of lodging).
2. Final invoiced amounts may vary from cost opinions because of variations in the time of performance, anticipated site conditions or changes in the scope of services.
3. Work over forty (40) hours per week, on weekends or holidays, or beyond normal working hours, at the client's request or convenience, will be charged at a rate of 1.5 times the above fees.
4. Payment is expected within 30 days after the invoice date.
5. Please note our cost opinions are subject to change after 60 days.
6. Fees and rates subject to change. Additional (non-current) Governmental taxes, charges and fees will be passed on to the client.
7. Unless otherwise specified in the proposal Client safety requirements will be charged at an additional labor rate of 10%.

2019 MASTER FEE SCHEDULE – CONFIDENTIAL

EFFECTIVE DATE: January 1, 2019

MATERIAL TESTING RATES

	Reimbursable	Fee per Unit
*	Standard Proctor Density Curve – A, B, C, D	*$54.50 per test
*	Modified Proctor Density Curve – A, B, C, D	*$66.00 per test
*	1 Check Point Proctor – Method—A, B, C, D	$18.50 per test
*	Nuclear Moisture Density (hour)	*$21.00 per hour
*	Nuclear Moisture Density (day)	*$131.00 per day
*	Field Density Test – Sandcone	See Labor Charges
	Relative Density (Minimum/Maximum)	$388.50 each
*	Specific Gravity (Soil)	$52.75 each
*	Moisture Test	$21.00 per test
*	Atterberg Limit Test	$88.75 per test
*	Sieve Analysis 1.5 -- #4 Sieve (6 or less)	$54.00 per test
*	Sieve Analysis #4 – 200 Sieve Incl. Wash (6 or less)	$83.00 per test
*	#200 Wash	$41.75 per test
*	Additional Sieves	$41.75 per sieve
	Hydrometer	$178.50 each
*	California Bearing Ratio Test (1 Point)	*$201.00 per test
*	California Bearing Ratio Test (3 Points)	*$514.50 per test
	Unconfined Compression Test	$160.50 each
*	Hand Penetrometer Test	*$13.50 each
	Consolidation/Swell Test	$225.75 per test
	Permeability Test	$225.75 per test
*	Organic Vapor Monitor (hour)	*$21.25 per hour
*	Organic Vapor Monitor (day)	*$137.50 per day
*	Water Level Indicator (day)	*$33.50 per day
*	Environmental Sampling Pump (hour)	*$24.25 per hour
*	Environmental Sampling Pump (day)	*$135.50 per day
*	Bailers	*$14.50 each
*	Asphalt Core Standard 4" Diameter up to 6" depth	*$41.75 per core
*	Concrete Core Standard 4" Diameter up to 6" depth	*$59.75 per core
*	Asphalt Core – Other Sizes Available	*Quote
*	Concrete Core – Other Sizes Available	*Quote
*	Compressive Strength of Concrete Cores	*$44.75 each
*	Cylinder Molds	*$4.00 per mold
*	Cylinder Breaks – Concrete, Mortar, Grout	*$22.50 each
*	Concrete, Mortar, Grout Cubes 2 x 2	*$30.00 per cube
*	Epoxy Cubes or 3" x 6" Cylinders	*$41.50 each
*	Mix Design – Concrete	$1.00 per test & See Labor Charges
*	Air, Slump Tests, and Unit Weight	See Labor Charges
*	Sample Preparation, Field Sampling And Transportation	See Labor Charges

	Reimbursable	Fee per Unit
*	Resistance to Plastic Flow, Plant Mix	*$265.00 per set of 3
*	Resistance to Plastic Flow, Lab Mix	*$363.00 per set of 3
*	Theoretical Maximum Specific Gravity Rice Test; Plant Mix	*$94.00 per set of 3
*	Theoretical Maximum Specific Gravity Rice Test; Lab Mix	*$190.00 per test
*	Bulk Specific Gravity of Compacted Bituminous Mixtures	*$52.50 per test
	Extraction of Bituminous Mix (Chemical)	$241.50 per test
	Extraction of Bituminous Mix (Oven)	$160.75 per test
	Immersion Compression Test Plant Mix	$645.75 per set of 3
	Immersion Compression Test Lab Mix	$830.00 per set of 3
	Computation of % Air Voids, Voids in the Mineral Aggregate	Quote
	Ignition Oven Calibration	$294.00 per mix change
*	Mix Design – Asphalt	$1.00 per test & See Labor Charges
*	Mix Design – Verification, Asphalt	$1.00 per test & See Labor Charges
*	Field Lab	Cost + 10%
*	Large Shaker on Site	$231.00 per day
*	Small Shaker on Site	$173.00 per day
*	Sample Bags	*$2.00 each
*	Specific Gravity & Absorption (Coarse)	See Labor Charges
*	Specific Gravity & Absorption (Fine)	See Labor Charges
*	% Crushed Particles (Fractured Faces)	$1.00 per test & See Labor Charges
*	Flat & Elongated Particles	$1.00 per test & See Labor Charges
*	Aggregate Soundness (LA Abrasion)	$201.00 each
*	Sodium/Magnesium Sulfate (SAS) Test	$445.00 each
*	SAS Test – Additional Sieves	$103.50 each
	Fine Aggregate Angularity	$230.00each
*	Unit Weight & Voids in Aggregate	*$53.00 each
*	Rock Correction	See Labor Charges
	Sand Equivalent (set of 3)	$357.00 per set
*	Flow Meter Trailer	*$300.00 per Test
	Materials Testing (internal, external or not listed)	Cost + 15%
	Soil Resistivity	$149.00 each

1. Tests are done to applicable ASTM and/or AASHTO and/or ACI standards.
2. *Labor charges additional to stated rate.

EXHIBIT "C"

FEDERAL GENERAL PROVISIONS

The below General Provisions shall also apply to all subconsultants engaged by the Consultant.

SECTION A. ASSUMPTION OF RISK

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The CITY OF CASPER will notify the Consultant of any state or federal determination of noncompliance.

SECTION B. AUDITING AND ACCOUNTING

The Consultant shall make available to the CITY OF CASPER their accounting records for progress and post-performance audits when deemed necessary by the CITY OF CASPER.

SECTION C. BREACH OF AGREEMENT

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of agreement. The CITY OF CASPER will consider a Consultant's failure to perform as a material breach of agreement when it can be determined that the terms, conditions, provisions, or obligations of the Agreement cannot be completed and the CITY OF CASPER will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the CITY OF CASPER deems appropriate, which may include, but are not limited to:

1. Termination as provided in SECTION T – TERMINATION OF AGREEMENT;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

SECTION D. CERTIFICATION FOR LIMITATIONS ON LOBBYING ACTIVITIES

This provision is applicable to all Agreements exceeding One Hundred Thousand dollars ($100,000). By signing this Agreement, the Consultant certifies and agrees that, to the best of their knowledge:

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION E. COMPLIANCE WITH LAWS

The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

SECTION F. CONFLICTS OF INTEREST

The Consultant shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the CITY OF CASPER, or a disclosure which would adversely affect the interests of the CITY OF CASPER. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

A conflict of interest may be considered a material breach of this Agreement. A material breach under this section may result in remedies as provided in SECTION C – BREACH OF AGREEMENT. In the event the Agreement is terminated under this provision, the Consultant shall take steps to insure that the file, evidence, evaluation and data are provided to the CITY OF CASPER or its designee.

The Consultant shall disclose, in writing, any potential or actual conflict of interest to the CITY OF CASPER, including financial or other personal interests.

SECTION G. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in all subconsultant contract documents.

Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION I. ENVIRONMENTAL POLICY ACTS

The Consultant agrees all activities under this Agreement shall comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

SECTION J. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate and without mistakes or omissions. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (Standard/Duty of Care). The CITY OF CASPER will notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the CITY OF CASPER and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION K. HUMAN TRAFFICKING

As required by 22 USC 7104(g), 2 CFR 175, and 48 CFR 52.222-50 (Amended March 2015), severe forms of human trafficking, procurement of commercial sex acts, and the use of forced

labor are prohibited. The March 2015 amendments expand the original requirements and introduce a list of specific types of conduct that are prohibited. The amendments modify mandatory disclosure obligations and specify the minimum level of cooperation required of consultants responding to a trafficking investigation. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION L. KICKBACKS

The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, the CITY OF CASPER may, at its discretion, terminate this Agreement without liability to the CITY OF CASPER, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

SECTION M. MANDATORY DISCLOSURES

The Consultant shall disclose, in a timely manner, in writing, to the CITY OF CASPER all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for non-compliance including suspension or debarment.

SECTION N. MONITORING ACTIVITIES

The CITY OF CASPER shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.

SECTION O. OWNERSHIP OF DOCUMENTS/WORK PRODUCT

All documents, reports, records, field notes, materials and data of any kind resulting from performance of this Agreement are at all times the property of the CITY OF CASPER. Said documents and/or work products shall be delivered to the CITY OF CAPSER upon suspension, termination or completion of the services by the Consultant.

SECTION P. PATENT OR COPYRIGHT PROTECTION, AND RIGHTS IN DATA

The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subconsultants shall violate any such restriction. The Consultant shall defend and indemnify the CITY OF CASPER for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

Copyrighting or other exclusions placed on any documents or materials developed by the Consultant, its sublets, agents or assigns under this Agreement are prohibited.

Data produced, furnished, acquired, or used in meeting the terms and conditions of this Agreement are available to the CITY OF CASPER, WYDOT and/or the federal funding agency with unlimited rights. Data means all recorded information, regardless of form, to include both technical – scientific or technical nature - and computer software information. It does not include information related to administration of the Agreement such as financial, cost or pricing, or management information. Unlimited rights means that the CITY OF CASPER, State or federal agency has the right to use, disclose, reproduce, and distribute the data in any manner and for any purpose, and to permit others to also have unlimited rights. Meanings and uses described in this General Provision are superseded and/or supplemented by 48 CFR 52.227-14.

SECTION Q. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

SECTION R. PUBLICITY

Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the CITY OF CAPSER, WYDOT and the federal funding agency as the sponsoring agencies and shall not be released without prior written approval of the CITY OF CASPER.

SECTION S. SUSPENSION AND DEBARMENT

By signing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or

voluntarily excluded by any federal department or agency in accordance with the Office of Management and Budget guidelines at 2 CFR 180 and supplemented by 2 CFR 1200, or are on the disbarred vendors list at www.sam.gov/portal/public/SAM/. Further, the Consultant agrees to notify the CITY OF CASPER by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION T. TERMINATION OF AGREEMENT

The CITY OF CASPER may at any time, by written notice, terminate all or part of the Agreement when the CITY OF CASPER determines that the Consultant has failed to perform as required by the terms, conditions, provisions, or obligations of the Agreement – Termination for Cause or Breach – or the CITY OF CASPER determines that termination is in the public's best interest – Termination on Public's Behalf/Convenience. In this event, compensation will be made to the Consultant based upon the progress of the work performed prior to termination. Work performed shall be defined as the deliverables specified in the Agreement and accepted by the CITY OF CAPSER, and not the labor hours billed. The CITY OF CASPER will notify the Consultant, in writing, of Agreement termination.

SECTION U. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses as described in the U.S. Department of Transportation (DOT) Order 1050.2.

RESOLUTION NO. 19-156

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING AND SURVEYING FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE MORAD PARK TO WALMART TRAIL, PROJECT NO. 18-050.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design and construction administration services for the Morad Park to Walmart Trail, Project 18-050; and,

WHEREAS, WLC Engineering and Surveying is able and willing to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with WLC Engineering and Surveying, for the engineering services more specifically delineated in the contract for professional services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Fifty-Four Thousand Seven Hundred Dollars ($54,700.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:
(Morad Park to Walmart Trail, Project No. 18-050)

Walline Tremlett W.

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

June 20, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Grizzly Excavating & Construction, LLC, in the Amount of $95,248.00, for the 5th & Beech Sanitary Sewer Replacement, Project No. 19-024.

Meeting Type & Date
Regular Council Meeting
July 16, 2019

Action type
Resolution

Recommendation
That Council, by resolution, authorize an Agreement with Grizzly Excavating & Construction, LLC, for construction of the 5th & Beech Sanitary Sewer Replacement, Project No. 19-024, for the base bid amount of $95,248.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $4,752.00, for a total project amount of $100,000.00.

Summary
On June 20, 2019, bids were received from five (5) contractors for construction of the 5th & Beech Sanitary Sewer Replacement Project. The bids for the work were as follows:

CONTRACTOR	LOCATION	BASE BID
Grizzly Excavating & Construction	**Casper, Wyoming**	**$ 95,248.00**
Sterling Excavation	Casper, Wyoming	$ 106,338.60
High Plains Construction	Mills, Wyoming	$ 122,848.00
Wayne Coleman Construction	Mills, Wyoming	$ 154,307.00
Knife River	Casper, Wyoming	$ 156,869.00

The Engineering Office estimate for the project was $104,000.00.

The City of Casper Public Services Department makes ongoing evaluations and considerations for utility replacements. The sanitary sewer main at the intersection of 5th & Beech Streets, running west for 250 feet was recently designated as one of the City's highest

priorities for replacement. A recent sinkhole developed in the intersection and revealed that the clay sewer main was failing in multiple places and cannot be repaired with a liner.

Plans for the project include approximately 250 feet of sewer main replacement with new PVC pipe, one manhole replacement, sewer service line reconnections, small storm sewer replacements, and asphalt patching. Construction of the improvements is to be substantially complete by October 4, 2019.

Financial Considerations
Funding for the project will be from Sanitary Sewer Funds for Manhole & Main Replacements.

Oversight/Project Responsibility
Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments
Resolution
Agreement
Bid Form

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Grizzly Excavating & Construction, LLC, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to perform replacements to a sanitary sewer main at the 5th Street and Beech Street intersection; and,

WHEREAS, Grizzly Excavating & Construction, LLC, is able and willing to provide those services specified as the City of Casper, 2019 5th and Beech Sanitary Sewer Replacement, Project No. 19-024.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, 2019 5th and Beech Sanitary Sewer Replacement, Project No. 18-024.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by October 4, 2019, and completed and ready for final payment in accordance with Article 14 of the General Conditions by October 18, 2019.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars ($500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall

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

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Ninety-Five Thousand Two Hundred Forty-Eight Dollars ($95,248.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made so the current retainage is equal to ten percent (10%) of the Work complete.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five

percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding twenty-five thousand dollars ($25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

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

8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.

8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).

8.4 Addenda No. 1 .

8.5 Standard Performance and Labor and Material Payment Bonds.

8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).

8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).

8.9 General Requirements, consisting of seven (7) sections.

8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).

8.11 Notice of Award.

8.12 Notice to Proceed.

8.13 Minutes of the Pre-Bid Conference, if any.

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

8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

8.16 Certificate of Substantial Completion.

8.17 Drawings: 2019 5th and Beech Sanitary Sewer Replacement – Sheets 1 – 4

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

(this space intentionally left blank)

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

APPROVED AS TO FORM:
(2019 5th and Beech Sanitary Sewer Replacement, Project 19-024)

Walter Trembath II

DATED this _____ day of _____, 2019.

ATTEST:

By: _____

Title: _____

CONTRACTOR:
Grizzly Excavating & Construction, LLC
PO Box 51692
Casper, WY 82605

By: _____

Title: _____

ATTEST:

By: _____
Fleur D. Tremel
Title: City Clerk

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____
Charles Powell
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
2019 5th and Beech Sanitary Sewer Replacement
Project No. 19-024

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **October 4, 2019**, and completed and ready for final payment not later than **October 18, 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 17-7-101, et seq., is hereby acknowledged.

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

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

   Addendum No. 1 Dated 6/18/2019
   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;

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: $95,248.40
TOTAL BASE BID, IN WORDS: Ninety-five thousand two hundred forty-eight and No hundredths DOLLARS.

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

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

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

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

B. Itemized Bid Schedule.

C. Copy of Certificate of Residency, if bidding as a resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 3441 Burd Rd
PO Box 51692
Casper, WY 82605

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

Submitted on June 20th, 2019.

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: Grizzly Excavating and Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [signature] (seal)

owner
(Title)

(Seal)

Attest: Michelle Shelcox

Business Address: 3441 Burd Rd
PO Box 51692
Casper, Wy 82605

Phone Number: 307-265-4328

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
2019 5TH AND BEECH SANITARY SEWER REPLACEMENT
Project No. 19-024

Bid Date/Time: June 20, 2019 @ 11:00am
COMPANY NAME: Grizzly Excavating and Construction LLC
ADDRESS: 3441 Burdick Rd PO Box 311692 Casper, WY 82605

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

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

ITEM NO.	BASE BID SCHEDULE DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	6,017.00	6,017.00
2	F&I Temporary Traffic Control	LS	1	4,325.00	4,325.00
3	Bypass Pumping	LS	1	850.00	850.00
4	Remove 6" & Install 8" Sanitary Sewer Main (DR25 C900 PVC)	LF	244	97.00	23,668.00
5	R&R Sanitary Sewer Manhole (48" Diameter)	EA	1	3,997.00	3,997.00
6	Reconnect Existing Sanitary Sewer Service	EA	5	394.00	1,970.00
7	R&R Storm Sewer Manhole (60" Diameter)	EA	1	8,752.00	8,752.00
8	F&I 15" Storm Sewer Pipe (SDR35 PVC)	LF	140	65.00	9,100.00
9	F&I 15" Indiana Coupler (VCP-to-PVC)	EA	5	509.00	2,545.00
10	Materials Testing (Asphalt Paving Sections)	LS	1	3,390.00	3,390.00
11	F&I Select Backfill for Pipe Trenches	CY	150	5.00	750.00
12	R&R Asphalt (Large Patch 5"/9")	SY	400	58.00	23,200.00
13	R&R Asphalt (Small Patches 5"/9")	SF	420	7.00	2,940.00
14	Adjust Manhole Top & Install 5'x5' Concrete Diamond w/ New Lid	EA	2	862.00	1,724.00
15	F&I 15" PVC Tee for Storm Sewer Lateral Connection	EA	2	1,010.00	2,020.00
	TOTAL BASE BID				95,248.00

RESOLUTION NO. 19-157

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRIZZLY EXCAVATING & CONSTRUCTION, LLC, FOR THE 5TH & BEECH SANITARY SEWER REPLACEMENT, PROJECT NO.19-024.

WHEREAS, the City of Casper desires to make sanitary sewer replacements at the intersection of 5th Street and Beech Street; and,

WHEREAS, Grizzly Excavating & Construction, LLC, is able and willing to provide those services specified as the 5th & Beech Sanitary Sewer Replacement, Project 19-024; 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 Four Thousand Dollars ($4,000.00), 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 Grizzly Excavating & Construction, LLC, for those services, in the amount of Ninety-Five Thousand Two Hundred Forty-Eight and 00/100 Dollars ($95,248.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Ninety-Five Thousand Two Hundred Forty-Eight and 00/100 Dollars ($95,248.00), and Four Thousand Seven Hundred Fifty-Two and 00/100 Dollars ($4,752.00) for a construction contingency account, for a total price of One Hundred Thousand and 00/100 Dollars ($100,000.00).

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 Four Thousand Dollars ($4,000.00), 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:
(5th & Beech Sanitary Sewer Replacement, Project No. 19-024)

Wallace Trembath III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

July 10, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Keith McPheeters, Chief of Police
Shane Chaney, Police Captain

SUBJECT: Authorizing the Purchase of the Critical Incident Management-BowMac System for Unit Command Training from BowMac Educational Services/RSI

Meeting Type & Date:
Regular Council Meeting
August 6, 2019

Action type:
Resolution

Recommendation
That Council, by resolution, authorize the purchase of the Critical Incident Management-BowMac System for Unit Command Training from BowMac Educational Services/RSI in the amount of $86,250.00.

Summary
The BowMac System is a program designed to train first responders, and will allow the City of Casper to provide all-hazard incident management training to other first responders and stakeholders involved in the initial response to an incident.

BowMac offers a facilitator training process that will prepare City personnel to instruct the three-day Simulation-Based Initial Response program. The BowMac System is compliant with the National Incident Management System (NIMS) and the Incident Command Systems (ICS).

BowMac will provide two Master Instructors for each of the below-listed training events. The "Critical Incident Management Training" System will include:

- Conducting a three-day Critical Incident Management "Simulation-Based Training for Initial Response Personnel" course. Up to 24 personnel can attend the program. This course would serve as part of the selection process for the instructors.
- Conducting a ten-day "Train the Trainer for Initial Response" program. Up to 12 facilitators will be selected with BowMac's input to be trained as course facilitators. This is a hands-on process where the new instructors practice each of the new skills as they were taught. Instructors will be required to sign an agreement limiting their teaching to the Casper Police Department and /or BowMac approved (in writing) courses.

- Mentoring with teams of 4 to 6 instructors for their first "live facilitation". This is a critical step in ensuring quality and consistent deliveries.

The agreement between the Casper Police Department, and BowMac allows the certified instructors to provide the proprietary Initial Response training to emergency response personnel within the State of Wyoming. We have expanded the "Casper Police Department" license area to reflect the funding responsibilities of the Wyoming Office of Homeland Security.

Council heard this at the June 25, 2019 Work Session, and at the July 2, 2019 Regular Council Meeting, funding for the BowMac Project was identified and supported by Council.

Financial Considerations

The costs as outlined below will be funded through FY19 general fund dollars allocated to personnel costs, which were unspent in FY19. Council will be asked to approve this reallocation of funds from FY19 to FY20 in the Budget amendment council will see in August.

The 3-day Pilot, 10-day Train the Trainer and 2 Mentoring sessions for a maximum of 12 students -	$60,000.00
Purchase of a 96-sq. ft. detailed Model City™ Simulator (Two @ $20,000 ea. Three @ $18,500 ea.)	$21,500.00
Travel and Storage Cases for each simulator (includes shipping)	$4,750.00
Total amount	$86,250.00

Oversight/Project Responsibility

Shane Chaney, Police Captain

Attachments

Resolution

Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this ____ day of _____, 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. BowMac/RSI, 2825 Cottonwood Pkwy, Suite 500, Salt Lake City, Utah 84121 ("Consultant").

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

RECITALS

A. The City is undertaking a project to provide a Train the Trainer program through BowMac/RSI.

B. The project requires professional services for the Critical Incident Management "Simulation-Based Training for Initial Response Personnel" Train the Trainer program.

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

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

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

1. SCOPE OF SERVICES:

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

A. Provide all services for the "Critical Incident Management Training" System, detailed in Attachment A, to include the following:

B. Conducting a three-day Critical Incident Management "Simulation-Based Training for Initial Response Personnel" course. Up to 24 personnel can attend the program; a total of 12 may be selected for the subsequent ten-day facilitator training programs described below. This course would serve as part of the selection process for the instructors, existing instructors need to audit the updated 3-day "pilot" course and in week two of the Instructor Training will act as "students" for the simulation exercises. Scheduling by mutual agreement.

C. Conducting a ten-day "Train the Trainer for Initial Response" program. Up to 12 facilitators will be selected with BowMac/RSI's input to be trained as course facilitators. This is a hands-on process where the new instructors practice each of the new skills as they were taught. Instructors will be required to sign an agreement limiting their teaching to the Casper Police Department and/or BowMac/RSI approved (in writing) courses. Current instructors will be scheduled into selected days in the second week to assist with Model City Scenarios and update their skills.
D. Mentoring with teams of 4 to 6 instructors for their first "live facilitation". Below pricing reflects two sessions to cover the new instructors. This is a critical step in ensuring quality and consistent deliveries. As you are aware this did not occur with the original training and consistency suffered. The confidence built here carries into the future. If scheduled back-to-back, the expenses could be reduced.
E. Licensing designed to keep the program up to date and sustainable into the future is outlined here and in the attached document. It also addresses the subject of using out of date materials and case studies. This approach allows your agency, under our supervision, to train future generations of instructors through the purchase of student materials directly from BowMac/RSI.
F. The 3-day Pilot, 10-day Train the Trainer and 2 Mentoring sessions for a maximum of 12 students.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 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 Eighty-Six Thousand Two Hundred Fifty Dollars ($86,250).

4. METHOD OF PAYMENT:

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

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy,

those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

ATTEST

Fleur D. Tremel
City Clerk

WITNESS

By: _____

Printed Name: _____

Title: _____

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

CONSULTANT
Shawn Roberts
President, BowMac Educational Services

By: _____

Printed Name: Shawn G. Roberts

Title: President, BowMac Educational Svs.

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.

The city agrees any and all utilization of BowMac/RSI's copyrighted materials and Model City™ will be done only as prescribed by BowMac/RSI's copyrighted training program.

The city agrees that any course deviations, additions, reductions or any material changes and any utilization of the Model City™ outside of BowMac/RSI's prescribed and copyrighted training program, must require pre-authorization and written consent from BowMac/RSI.

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

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

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

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

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

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

D. *Other Insurance Provisions*

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

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

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

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

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

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

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

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

7. *Claims Made Policies*

   If any of the required policies provide coverage on a claims-made basis:
   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*

However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

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

9. *Sub consultants*
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. <u>INTENT</u>:

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. 19-158

A RESOLUTION AUTHORIZING A CONTRACT WITH BOWMAC EDUCATIONAL SERVICES/RSI TO PROVIDE CRITICAL INCIDENT MANAGAMENT "SIMULATION-BASED TRAINING FOR INITIAL RESPONSE PERSONNEL" TRAIN THE TRAINER PROGRAM.

WHEREAS, the City of Casper desires professional services to purchase and receive training from BowMac Educational Services/RSI; and,

WHEREAS, BowMac Educational Services/RSI is located in Salt Lake City, Utah, and is willing and able to provide such a service.

NOW, THEREFOR, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WY: That the Mayor is here by authorized and directed to execute, and the City Clerk attest, a contact with BowMac Educational Services/RSI for professional service to purchase the Critical Incident Management "Simulation-Based Training for Initial Response Personnel" Train the Trainer Program.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to make verified payment throughout the term of the agreement in the amount not to exceed Eighty Six Thousand Two Hundred Fifty Dollars. ($86,250.00)

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

June 21, 2019

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Tracey L. Belser, Support Services Director TLB
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) One-Ton Pickup With Dump Body and Accessories, in the Total Amount of $48,451.00, for Use by the Cemetery Section of the Parks and Recreation Department.

Meeting Type & Date
Regular Council Meeting
July 16, 2019

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of one (1) one-ton pickup with dump body and accessories, from Fremont Motors, Casper, Wyoming, to be used in the Cemetery Section of the Parks and Recreation Department, in the total amount of $48,451.00.

Summary
On June 20, bids were publicly opened for one (1) one-ton pickup with dump body and accessories. Two (2) bids were received from two (2) Wyoming vendors. The vehicle will be used at the cemetery for backfilling all new grave sites and hauling miscellaneous material around the grounds. The one-ton required a single-wheeled rear axle instead of a dual-wheel to avoid hitting grave markers while navigating through the cemetery. This unit will also remove snow from all roads throughout the cemetery in the winter months.

The trade for this vehicle is a 2000 Ford F250 pickup with plow. The 2008 Ford F250 exceeds all criteria needed for replacement that includes repair and maintenance costs, age, and mileage.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

Bid Item	Vendor	Bid Amount	Trade	Net Cost
(1) One-Ton 2020 Ford F350	Fremont Motor Sheridan, WY	$50,949.00	$2,280.00	$48,669.00

(1) One-Ton 2019 Ram 3500	Fremont Motors Casper, WY	$50,731.00	$2,280.00	$48,451.00

The recommended purchase for the one (1) one-ton pickup with dump body and accessories from Fremont Motors, Casper, WY complies with the intent of all remaining specifications.

Financial Considerations
This purchase was approved in the FY20 adopted budget and is funded by One-Cent capital.

Oversight/Project Responsibility
This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Randy Norvelle, Parks Manager in the Parks and Recreation Department, after the equipment is received.

Attachments
Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
May 30, 2019

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:00 p.m., June 20th 2019** for the following:

One (1) New **One Ton 4x4 Pickup Truck with Dump Body and Accessories,** to be used in the Cemetery Section of the Parks and Recreation Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **One Ton 4x4 Pickup Truck with Dump Body and Accessories,** to be used in the Cemetery Section of the Parks and Recreation Department. This unit shall be new with less than One Thousand Five hundred (1500) miles and be less than six months old. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

Cab and Chassis

American Manufacturer _____

Three sets of keys _____

Mileage: 1500 miles or less (New) _____

Minimum 6.0 L V8 Gasoline Engine _____

Automatic Transmission _____

Power Steering _____

Tilt Steering Wheel _____

Power Mirrors _____

Power Windows _____

Power Door Locks _____

Cab – Regular cab or equivalent _____

Four Wheel Drive _____

Electronic shift on the fly _____

Single Rear Wheel _____

Tires/wheels – Radial ply tires as required for
GVWR, 5 Tires and wheels (including spare),
all season, all terrain tread _____

Spare Tire & Wheel to include Jack & Lug Wrench _____

AM/FM Radio with Bluetooth Factory Installed _____

Heater/Defroster _____

Four wheel anti-lock braking system _____

Running boards _____

Trailer/tow package _____

Factory Installed Trailer Brake Controller _____

7 Wire Trailer Plug _____

Factory Air Conditioning _____

Intermittent Wipers _____

Engine Block Heater _____

Permanent anti-freeze protection to minus 30 degrees F. _____

Factory snow plow prep package _____

Factory installed back up camera and sensors _____

Manufacturer's standard single color, white _____

Upfitter Switches for Accessories _____

Cloth seats, matching trim throughout in
Standard color, Steel or equivalent
Heavy Duty Vinyl Flooring throughout _____

OEM heavy duty rubber floor mats _____

Dump Body

Crysteel Loboy LB500 9' or 3 yard dump bed w/ LB500 hoist or approved equivalent dump body and hoist that will meet and pass all required certifications and weight requirements for vehicle. _____

Safety Accessories, Including Installation

Low profile beacon light, Federal Signal part number 454201 HL – 25, mounted on cab of truck or on top of the front of dump body, whichever is more visible, and wired to a spare upfitter switch. _____

Snow Plow Attachment, Including Installation

8'- 6" Western PRO Plus snow plow or approved equal _____

Electric over hydraulic controls _____

4 Way operation _____

Handheld controller _____

Rubber snow deflector _____

Installation included _____

Miscellaneous

5 Year 60,000 Mile Power Train Warranty _____

All warranties to begin upon delivery of fully assembled vehicle _____

Selling Dealer Must be able to pick up and warranty repairs within 48 hrs. NO EXCEPTIONS _____

Bid to be valid for "Piggyback" option up to 120 Days after delivery of the last unit from the initial order. _____

Copy of Order Confirmation to be provided upon completion of order, full copy of specifications

delivered with the completed unit	_____
City of Casper shall be granted 10 business days from delivery to inspect/verify specification compliance prior to full acceptance	_____
2 complete sets of parts manual and operator's manuals will be provided for the unit and all attachments included on the unit	_____
All parts that are removed to install any aftermarket components will be given back to the Fleet Division unless compensation or prior arrangements are agreed upon for the removed parts	_____
Vehicle shall be delivered with a full tank of fuel	_____
Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of Vehicle Delivery Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601	_____

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

PROPOSAL FOR FURNISHING
ONE (1) NEW 1-TON 4x4 PICKUP TRUCK WITH DUMP BODY AND ACCESSORIES
FOR THE
CEMETERY SECION OF THE PARKS AND RECREATION DEPARTMENT

Proposal of (Name)_____
(Address)_____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated May 30, 2019.

BID ITEM:_____
Description:_____

Make and Model:_____
Federal Certified GVW:_____

I. Price bid for One (1) new 1-ton 4x4 Pickup as specified $_____

II. Price bid for dump body, installed and as specified $_____

III. Price bid for Snow Plow Attachment, installed and as specified $_____

IV. Trade-in allowance for Unit #083229, 2000 Ford F250 4x4 Pickup w/plow Truck VIN #1FTNF21L52EB02067, 79,000 miles $_____

V. NET COST TO THE CITY (Total Price): $_____

VI. Delivery: F.O.B. City of Casper within ____calendar days after award of contract by City Council.

VII. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days_____%; 30 Days_____%.

Submitted By: _____Title:_____Date:_____

Signature:_____Phone:_____

CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) NEW 1-TON 4x4 PICKUP TRUCK WITH DUMP BODY AND ACCESSORIES
(Approved by the City Attorney, 2014)
Dated the 30th Day of May, 2019

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars ($150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete

specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT:

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.