COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, June 4, 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 MAY 21, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JUNE 1, 2019

4. CONSIDERATION OF MINUTES OF THE MAY 21, 2019 EXECUTIVE SESSION – PERSONNEL AND PROPERTY ACQUISITION

5. CONSIDERATION OF BILLS AND CLAIMS

6. BRIGHT SPOTS IN OUR COMMUNITY – ROTARIAN OF THE YEAR - LIZ BECHER

7. COMMUNICATIONS

   A. From Persons Present

8. ESTABLISH DATE OF PUBLIC HEARINGS

   A. Consent

      1. Establish June 18, 2019, as the Public Hearing Date for Consideration of:

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

         b. **Fiscal Year 2020 Budget**.

         c. **Budget Amendment #3**.

         d. New **Restaurant Liquor License No. 40** for Thai Kitchen Casper, LLC d/b/a **Thai Kitchen**, Located at 1120 East 12th Street.

9. PUBLIC HEARINGS

   A. Ordinances

      1. Amending Sections 17.12.150 (D) (**Site Plan Approval Criteria**) and (H) (**City Council Review**) of the Casper Municipal Code.

      2. Amending Sections 17.52.100 and 17.52.110 (**PUD Approval**) of the Casper Municipal Code.

      3. Amending Section 16.08.480 (**Subdivisions**) of the Casper Municipal Code to Harmonize with Wyoming Statutes § 15-1-501(a)(iii).

      4. Amending Section 9.48.010 of the Municipal Code Regarding **Camping in the City Limits**.

      5. Amending Section 10.36.030 of the Municipal Code Making **Small Trailers** Subject to the Same **Parking Restrictions** as Other Trailers and Recreational Vehicles.

9. PUBLIC HEARINGS (continued)

B. Minute Action

1. New **Resort Liquor License No. 8** West Center Hospitality Ops, LLC d/b/a **Platte River Saloon**, Located at 123 West 'E' Street.

10. THIRD READING ORDINANCES

A. **Mobile Vendor Parking Ordinance**.

1. Communications from Persons Present

B. **International Fire Code Ordinance**.

1. Communications from Persons Present

C. Amending Chapter 12.24.030 of the Municipal Code to Authorize **Non-Permanent Modifications of Sidewalks** Under Certain Limited Circumstances.

1. Communications from Persons Present

11. RESOLUTIONS

A. Consent

1. Authorizing a 10-Year Agreement with **Thomson Reuters** for **Westlaw Print Research Services** for the City Attorney's Office.

2. Approving the **Vacation and Replat** of Casper Addition Blocks 1-12, Block 1, Lots 20-22, as **Ash Street Commons**, and the Associated **Subdivision Agreement**.

3. Approving a **Deed Restriction** Agreement for **Lots 29-33, Block 6, North Casper Addition**.

4. Authorizing a Cooperative Agreement with the **Wyoming Department of Transportation**, in the Amount of $1,498,500, for Construction Activities for the **South Poplar Street and West 1st Street Utilities Project**.

5. Authorizing a Cooperative Agreement with the **Wyoming Department of Transportation**, in the Amount of $400,000, for Construction Activities for the **South Poplar Street and West 1st Street Enhancements Project**.

11. RESOLUTIONS (continued)

A. Consent

6. Authorizing a Contract for Professional Services with **West Plains Engineering, Inc.,** in the Amount of $27,100, for the **Casper Events Center Fire Alarm and Suppression Improvements Project**.

7. Authorizing an Agreement with **Treto Construction, LLC**, in the Amount of $1,175,880, for the **West Casper Zone II Water System Improvements Project**.

8. Authorizing an Agreement with **Wired Electric**, in the Amount of $57,450 for the **Hogadon Ski Basin WWTP Generator Project**.

9. Authorizing an Agreement with the **Central Wyoming Regional Water System Joint Powers Board** for Construction Services for the **Regional Water System Caisson Recharge Channel Intake Piping Extension**.

12. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of Two (2) New **One-Half Ton Pickup Truck Police Vehicles**, from **Fremont Motors**, Sheridan, Wyoming, to be Used in the Casper Police Department for the Total Amount of $70,048.

2. Authorizing the Purchase of Three (3) New **Mid-Size Police Utility Vehicles**, from **Fremont Motors**, Sheridan, Wyoming, to be Used in the Casper Police Department for the Total Amount of $116,895.

3. Authorizing the Purchase of One (1) New Dedicated **Turf Sprayer**, from **Midland Implement Co.,** Billings, Montana, to be Used in the Golf Division of the Parks and Recreation Department, in the Total Amount of $52,636.

4. Authorizing the Purchase of One (1) New **Aerator**, from **Midland Implement Co.**, Billings, Montana, to be Used in the Golf Division of the Parks and Recreation Department, in the Total Amount of $22,938.

5. Authorizing the Purchase of One (1) **Three-Quarter-Ton Cab and Chassis Pickup**, from **Greiner Ford**, Casper, Wyoming, to be Used in the Water Distribution Division of the Public Services Department, in the Total Amount of $26,649.

6. Authorizing the Purchase of One (1) **One-Ton Cab and Chassis Pickup with Platform Bed**, from **Greiner Ford**, Casper, Wyoming, to be Used in the Water Distribution Division of the Public Services Department, in the Total Amount of $47,063.

12. MINUTE ACTION (continued)

A. Consent

7. Authorizing the Inclusion of **Fiscal Year 2019-2020 Summary Proposed Budget** into the Minutes of the June 4, 2019, Regular Council Meeting.

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

14. ADJOURNMENT

Upcoming Council meetings

Council meetings
6:00 p.m. Tuesday, June 18, 2019– Council Chambers
6:00 p.m. Tuesday, July 2, 2019 – Council Chambers

Work sessions
4:30 p.m. Tuesday, June 11, 2019 – Council Meeting Room
4:30 p.m. Tuesday, June 25, 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
May 21, 2019

1. ROLL CALL
Casper City Council met in regular session at 6:00 p.m., Tuesday, May 21, 2019. Present: Councilmembers Bates, Freel, Hopkins, Huber, Johnson, Lutz, Pacheco, Walsh and Mayor Powell.

2. PLEDGE OF ALLEGIANCE
Mayor Powell, along with a Boy Scout, led the audience in the Pledge of Allegiance. Mayor Powell recessed the meeting briefly so the audio system could be re-booted.

3. MINUTES
Moved by Councilmember Hopkins, seconded by Councilmember Walsh, to, by minute action, approve the minutes of the May 7, 2019, regular Council meeting, as published in the Casper-Star Tribune on May 17, 2019. Motion passed.

4. EXECUTIVE SESSION MINUTES
Moved by Councilmember Johnson, seconded by Councilmember Freel, to, by minute action, approve the minutes of the May 7, 2019, executive session. Motion passed.

5. BILLS & CLAIMS
Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by minute action, approve payment of the May 21, 2019, bills and claims, as audited by City Manager Napier. Mayor Powell abstained from voting on the invoice for his mileage reimbursement. Motion passed.

Bills & Claims 05/21/19

33 MileRdImp	Services	$222.88
71Construction	Projects	$146,537.74
AAALandscaping	Services	$180.00
AbrasiveMgmt	Services	$6,000.00
AdvcdHlthstyles	Equip	$4,457.00
AllianceElec	Services	$992.42
Alluretech	Services	$42.00
AMBI	Services	$487.16
AmericanTitle	Services	$125.00
AMSgnl	Supp	$18,083.79
AndrnHunt	Services	$166,797.90
AppliedConst	Refund	$577.64
ARaver	Reimb	$43.00
Arcadis	Services	$1,445.40
ArrowheadHeating	Services	$421.42
AtIntcElect	Services	$14,480.21

Balefill	Services	$101,039.41
BankOfAmerica	Goods	$243,227.31
BFlake	Refund	$7.37
BHEnergy	Services	$27,831.74
BigWestLndscp	Services	$400.00
BolesWeld	Refund	$68.76
Brenntag	Goods	$21,808.15
C Powell	Reimb	$354.80
Caselle	Services	$75.00
CasparBuildSystems	Services	$548,052.37
CasperElectric	Services	$65,264.00
CasperPubUtilities	Services	$144.06
CCollins	Reimb	$53.00
CDunbar	Refund	$23.30
Centurylink	Services	$19,300.43
Ch2mHill	Services	$31,013.48
CityofCasper	Services	$25,682.51
CivilEngineeringProfessionals	Projects	$8,982.50
CNash	Reimb	$344.75
CollectionCenter	Services	$1,188.76
CommTech	Goods	$8,420.92
Comtronix	Services	$1,462.70
CsprAEDA	Services	$4,166.66
CsprPD	Funding	$718.05
CWiggs	Reimb	$48.00
DBeeson	Reimb	$40.00
DPCIndustries	Goods	$6,971.24
DvdsnFxdMgmt	Services	$4,104.63
EngDsgnAssoc	Services	$1,558.00
EnvironmentalCivilSolutions	Services	$11,378.45
FirstData	Services	$5,582.47
FirstInterstateBank	Services	$1,600.00
FirstInterstateBank	Services	$298.00
FremontMotorCasper,Inc	Goods	$106,800.00
FrmtMtrSheridan	Equip	$63,559.86
GeosyntecConsult	Consult	$1,916.88
GlobalSpect	Funding	$168,727.22
GMarshInc	Services	$6,719.18
GolderAssociates	Services	$15,446.86
GRatcliff	Refund	$41.90
Greiner	Goods	$45,301.00
GrizzlyExcavating	Projects	$2,705.61
Hein-Bond	Services	$28,981.94

HlltpNtl	Services	$120.00
Homax	Goods	$73,743.48
HonnenEquipmentCo	Goods	$964.84
ImsInfrastrct	Software	$11,107.50
InterfaithNC	Funds	$14,750.00
ISC	Supplies	$9,177.83
JJeffery	Reimb	$519.76
JKausman	Refund	$48.90
JSchwendemann	Refund	$43.22
JTLGroup	Services	$209,216.72
KloesElct	Services	$520.00
LChristensen	Reimb	$52.46
LisasSpicnSpan	Services	$597.00
LongBuildingTech	Services	$4,237.25
M&MSvcs	Svcs	$1,000.00
MAnderson	Services	$325.00
MButler	Services	$200.00
McMurryReadyMix	Goods	$492.75
MJButcher	Services	$3,150.00
MMoore	Refund	$51.32
Motorola	Services	$970.90
MShell	Refund	$18.02
MthrSetonHsing	Funding	$4,201.50
MunicipalCodeCorp	Goods	$1,484.22
Nalco	Supp	$33,580.80
Napa	Goods	$173,714.46
NationalBenefitServices	Services	$414.80
NatlAllianceDrugEndangeredChildren	Services	$1,102.14
NCHallofJustice	Services	$10,902.01
NCHealthDept	Funding	$45,200.00
Nlsn/GaardCnslt	Services	$71,204.89
OlsonAutobody	Services	$713.30
OneCallofWy	Services	$677.25
PAakhus	Refund	$50.34
PColeman	Refund	$220.00
PepperTank	Goods	$2,000.00
Pepsi	Goods	$182.14
PostalPros	Services	$2,558.15
PreservationSolutions	Services	$6,500.00
PublicTechnology	Services	$250.00
Rbbrcycle	Services	$10,900.00
RCzaban	Services	$200.00
RegionalWater	Services	$342,188.63

RJackson	Refund	$93.30
RockyMtnPower	Services	$145,595.89
SkylineRanches	Services	$494.62
Smarsh	Services	$1,810.50
SSemino	Refund	$145.00
StarTribune	Services	$427.04
Stateline7	Services	$2,340.00
StateofWy-DCI	Services	$120.00
StealthPartnerGroup	Services	$49,556.32
StrategicInsights	Services	$3,262.50
TopOffice	Goods	$139.60
TrackUtlts	Refund	$60.00
TretoConstruction	Projects	$247,334.14
WAhrndt	Reimb	$90.00
WardwellWater&Sewer	Services	$14.00
WasteWaterTreatment	Funding	$346,025.30
WaterTechnologyGroup	Services	$926.26
WayneColemanConstruction	Projects	$6,379.20
WERCSCommunications	Services	$1,507.28
WesternPlainsLandscaping	Services	$51,247.05
WesternPowerWash	Services	$5,002.66
WesternWaterConsult	Services	$11,914.10
WestlandPark	Services	$1,885.99
WorthingtonLenhart&Carpenter	Services	$12,846.90
WyDeptRevenue	Taxes	$872.99
WYDptWrkforce	Services	$489.53
WyNotaryDivision	Goods	$30.00
		$3,872,466.58

Conflict Claim – Charles Powell	Travel Reimbursement	$354.80

5.a CONFLICT CLAIM

Moved by Councilmember Pacheco, seconded by Councilmember Hopkins, to, by minute action, approve payment of the May 21, 2019, conflict claim, as audited by City Manager Napier. Motion passed.

6. COMMUNICATIONS FROM PERSONS PRESENT

Rob Caputa, Caputa's Catering, thanked Council for considering designated parking for food trucks, and requested safe and fair standards for food trucks. City Attorney Henley provided information about temporary/daily permitting for out-0f-town food trucks. Councilmembers and Mayor Powell had several questions for Mr. Caputa, which he addressed.

Alaina Stedillie, representing Blackbird Pizza, addressed Council regarding the licensing and overall requirements for food truck licensing in Casper. Councilmembers asked several questions, which Ms. Stedillie answered. Councilmember Freel indicated that this topic would also be addressed later in the meeting and Mayor Powell encouraged Ms. Stedillie to come forward again.

Catherine Harrison and "Mileage" Mike Harrison, 742 N. Jefferson, each spoke about the recent bikers awareness parade. City Manager Napier responded to statements made about Police Staff.

Keith Rolland, 542 S. Durbin, shared concerns with the audit report. Councilmember Lutz spoke regarding the matter.

Connie Hall, Casper Historic Preservation Commission, requested the dropping of term limits for the commission. Mayor Powell asked if the City Council could authorize that and City Attorney Henley indicated he would examine the by-laws of the commission.

Paul Paad, 2781 Cherokee, shared his concerns regarding the recent bikers awareness parade. Councilmembers spoke on the matter and Mayor Powell stated that insurance requirements for parades would be researched.

7. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Walsh, seconded by Councilmember Freel, to, by minute action, establish June 4, 2019, as the public hearing date for the consideration of new Resort Liquor License No. 8 West Center Hospitality Ops, LLC d/b/a Platte River Saloon, located at 123 West 'E' Street; and establish June 18, 2019, as the public hearing date for the consideration of ordinance approving a rezone of Block 60, Lot 9, and the north 20' of Lot 10; and Block 60, west 1/2 of Lots 10-12, excluding the north 20' of Lot 10, Casper Addition, located directly east of the new Rescue Mission, on lots currently addressed as 221 & 227 North Park Street. Motion passed.

8. PUBLIC HEARING—ANNEXATION

Mayor Powell opened the public hearing for the consideration of the annexation compliance of the West Casper Commerce Center Addition with W.S. 15-1-402. City Attorney Henley entered three (3) exhibits: correspondence from Liz Becher to J. Carter Napier, dated May 13, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated April 22, 2019; and the West Casper Commerce Center Addition annexation report, dated March, 2019. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving the West Casper Commerce Center Addition, the public hearing was closed. Following resolution read:

RESOLUTION NO. 18-82

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF FORMERLY ABANDONED WYDOT RIGHT-OF-WAY OF STATE HIGHWAY NO. 220, LOCATED WITHIN THE SE1/4SW1/4 OF SECTION 18, T.33N., R.79W. 6TH P.M. NATRONA COUNTY, WYOMING, BEING

INCLUDED IN A PLAT CREATING THE WEST CASPER COMMERCE CENTER ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

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

Following ordinance read:

ORDINANCE NO. 9-19

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

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

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

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

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

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

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

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

SECTION 1:

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

SECTION 2:
The vacation and plat creating the West Casper Commerce Center Addition is hereby approved.
SECTION 3:
The Subdivision Agreement between the City of Casper and Seven Synergy Holdings, LLC is hereby approved, and the Mayor is hereby authorized, and directed to execute, and the City Clerk to attest, said Agreement.
SECTION 4:
The West Casper Commerce Center Addition is hereby zoned C-2 (General Business).
SECTION 5:
This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.
PASSED on 1st reading the 16th day of April, 2019.
PASSED on 2nd reading the 7th day of May, 2019.
PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 21st day of May, 2019.

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

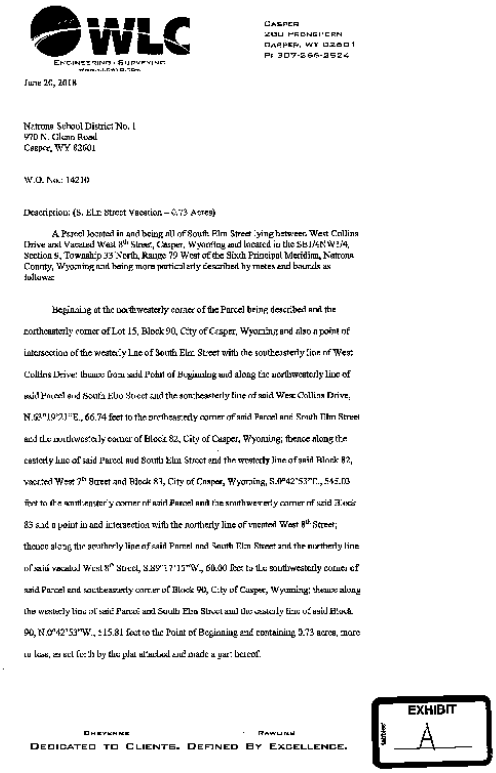
9. ORDINANCE– THIRD READING
Following ordinance read:

ORDINANCE NO. 8-19

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF SOUTH ELM STREET, BETWEEN WEST COLLINS AVENUE AND WEST 8TH STREET.

WHEREAS, the Natrona County School District has requested the vacation of a portion of South Elm Street, located between West Collins Avenue and West 8th Street; and,
WHEREAS, the portion of South Elm Street proposed for vacation is undeveloped, platted right-of-way underlying the Natrona County High School football stadium/field; and,
WHEREAS, a petition containing the signatures of a majority of the owners who own a majority of the property abutting the segments of the street proposed to be vacated and extending 300 feet in all directions from the street to be vacated has been submitted to the City as provided by W. S. §15-4-305; and,
WHEREAS, Natrona County School District has submitted signed consents to release and abandon the utility easement associated with said portion of South Elm Street from all of Casper's utility companies; and,
WHEREAS, the City of Casper has determined that said portion of South Elm Street, West 8th Street can be vacated without adversely impacting utility services and traffic circulation within the area; and,
WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation of a portion of South Elm Street as public right-of-way.
NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:
That the vacation of a portion of South Elm Street, as set forth in Exhibits "A" and "B", which by reference herein are made a part of this ordinance, is hereby approved and vacated.
SECTION 2:
That the vacated portion of South Elm Street, as described in Exhibit "A" and illustrated in Exhibit "B", shall revert to the adjoining land owners as provided by law.
SECTION 3:
This ordinance shall be in full force and effect from and after passage on three readings, publication pursuant to law.
Vacation of a portion of South Elm Street
PASSED on 1st reading the 16th day of April, 2019.
PASSED on 2nd reading the 7th day of May, 2019.
PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 21st day of May, 2019.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CASPER
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CASPER, WY 82601
P: 307-266-2524

June 26, 2018

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

W.O. No.: 14210

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

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

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

CHEYENNE RAWLINS
DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

EXHIBIT A

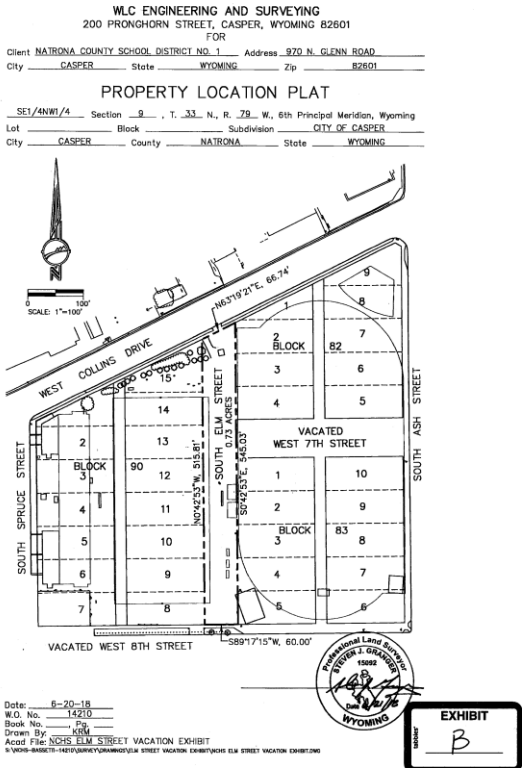

EXHIBIT B

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

10.A ORDINANCE– SECOND READING
Following ordinance read:

ORDINANCE NO. 10-19
AN ORDINANCE AMENDING PORTION OF CHAPTER 10.36.031 – MOBILE VENDOR PARKING.

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

10.B ORDINANCE– SECOND READING
Following ordinance read:

ORDINANCE NO. 11-19
AN ORDINANCE AMENDING PORTIONS OF CHAPTER 15.40 – INTERNATIONAL FIRE CODE OF THE CASPER MUNICIPAL CODE.

Councilmember Pacheco presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Huber. Alaina Stedillie, representing Blackbird Pizza, came forward. Councilmembers and Mayor Powell discussed the matter and had questions for Mr. Stedillie, which she addressed. Mayor Powell indicated that the key things he felt Council was concerned about are the truck and trailer standards, exceptions for unique situations, and a process to allow for appeals. City Attorney Henley shared his research and that the State Fire Marshall could be an appellate body and that locally the contractors' licensing board would be as well. City Attorney Henley also shared that this information could be added to the ordinance in some manner for clarification purposes.

Councilmembers discussed the process for appeals, the particulars of having a wood fired oven in a trailer, the perception of Casper being unfriendly to food truck businesses, and the International Fire Code.

Mayor Powell offered that Council had several options including tabling the ordinance and amending the ordinance at a later time.

Moved by Councilmember Hopkins, seconded by Councilmember Bates, to table the ordinance to a date uncertain. Councilmember Huber asked if too many amendments might make the ordinance invalid. City Attorney Henley indicated that it could, but would not necessarily. Councilmember Hopkins withdrew his motion and moved to table the second reading until June 4, 2019. Seconded by Councilmember Bates. Councilmembers Bates, Freel, Johnson, and Hopkins voted aye. Motion to table failed.

Moved by Councilmember Walsh to include language for Council to be the local appellate body, which City Attorney Henley could finalize. Seconded by Councilmember Johnson. Councilmember Huber and Johnson addressed the matter. City Attorney Henley read language for the amendment. Mayor Powell and Councilmembers Hopkins and Huber voted nay. Motion to amend the ordinance passed. Councilmember Huber inquired about the State Fire Marshall being an appellate body, and Mayor Powell clarified that it is already part of State law and would not change because a local appellate had also been assigned.

Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to allow a wood fire stove that meets Underwriters Laboratories standards to be exempt from having a hood. Councilmembers Hopkins and Johnson voted aye, motion to amend failed.

City Attorney Henley asked if Council would like to consider amending the ordinance to not require a fire protection system or hoods in non-enclosed food preparation vehicles, pushcarts, etc. Moved by Councilmember Huber to allow specific language for non-enclosed food preparation vehicles, seconded by Councilmember Lutz. Motion passed.

Council then voted on the ordinance, as amended for appeals and non-enclosed food preparation, on seconded reading. Councilmembers Hopkins and Johnson voted nay. Motion passed.

10.C ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 12-19

AN ORDINANCE AMENDING CHAPTER 12.24.030 OF THE CASPER MUNICIPAL CODE.

Councilmember Pacheco presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Johnson. No one to spoke regarding the ordinance, and there was no discussion or amendments. Councilmember Huber abstained from voting and Councilmember Walsh was not present for the vote. Motion passed.

11. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-83

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION AND HINGE STUDIO MARKETING AND COMMUNICATIONS, LLC FOR A BICYCLE AND PEDESTRIAN SAFETY CAMPAIGN IN AN AMOUNT OF THREE THOUSAND NINE HUNDRED DOLLARS ($3,900).

RESOLUTION NO. 19-84

A RESOLUTION ACCEPTING THE HIGH BID FOR THE SALE OF THE FORMER FIRE STATION NO. 5, APPROVING A REAL ESTATE PURCHASE AGREEMENT, AND AUTHORIZING A WARRANTY DEED FOR CLOSING ON THE SALE OF FIRE STATION NO. 5, LOCATED AT 4000 EAST 15TH STREET.

RESOLUTION NO. 19-85

A RESOLUTION APPROVING AMENDMENT NUMBER 1 TO AMENDMENT NUMBER 1 TO THE MCMURRY BUSINESS PARK PUD GUIDELINES AND THE OPEN SPACE ANNEXATION AGREEMENT.

RESOLUTION NO. 19-86

A RESOLUTION APPROVING AMENDMENT NUMBER 1 TO AMENDMENT NUMBER 2 TO THE MCMURRY BUSINESS PARK PUD GUIDELINES AND THE OPEN SPACE ANNEXATION AGREEMENT.

RESOLUTION NO. 19-87

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

RESOLUTION NO. 19-88

A RESOLUTION AUTHORIZING A REVOCABLE LICENSE AGREEMENT WITH JEFF MCDONALD FOR MAINTENANCE OF A DECK WITHIN CITY-OWNED PROPERTY.

RESOLUTION NO. 19-89

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, FOR JACKSON AND 8TH SEWER REPAIRS, PROJECT NO. 19-017.

Councilmember Hopkins presented the foregoing seven (7) resolutions for adoption. Seconded by Councilmember Johnson. Motion passed.

12. MINUTE ACTION— CONSENT

Moved by Councilmember Huber, seconded by Councilmember Freel, to, by consent minute action:

1. authorizing the purchase of GE Orbit Radios from GE MDS, LLC, in the amount of $53,759, to upgrade the existing traffic network;
2. authorizing $25,000 in health, social and community services cash funding to support community promotions events; and
3. authorizing the purchase of computer forensic equipment and software, including a Talino Forensic Workstation, from Sumari, in the total amount of $33,890.

Motion passed.

13. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmember Freel inquired about parking restrictions in the vicinity of Eagle and Sweetbriar. City Manager Napier indicated that it is often because of the width of the street, but he would research the issue. Councilmember Lutz requested further discussion on the food trucks in the near future. Mayor Powell indicated further discussion could occur at the work session next week.

14. ADJOURN INTO EXECUTIVE SESSION

Mayor Powell noted the next meetings of the City Council will be a special work session to be held at 4:30 p.m., Wednesday, May 22, 2019, in the Council's meeting room; a work session to be held at 4;30 p.m., Tuesday May 28, 2019 in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, June 4, 2019, in the Council Chambers.

At 8:36 p.m., it was moved Councilmember Johnson, 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 9:20 p.m., it was moved by Councilmember Walsh, seconded by Councilmember Freel, to adjourn the executive session. Council returned to the Council Chambers.

15. ADJOURNMENT

At 9:21 p.m., it was moved by Councilmember Walsh, seconded by Councilmember Huber, 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

05/22/2019 to 06/04/2019

A.M.B.I. & SHIPPING, INC.	19-05-096 POSTAGE	$147.00
	Subtotal for Cost Center **Code Enforcement:**	**$147.00**
	19-04-537 POSTAGE	$33.00
	Subtotal for Cost Center **Engineering:**	**$33.00**
	19-04-545 POSTAGE	$46.24
	Subtotal for Cost Center **Human Resources:**	**$46.24**
	19-05-096 POSTAGE	$3.00
	Subtotal for Cost Center **Planning:**	**$3.00**
	19-04-548 POSTAGE	$352.79
	Subtotal for Cost Center **Police:**	**$352.79**
	19-04-546 POSTAGE	$5.40
	Subtotal for Cost Center **Property & Liability Insurance:**	**$5.40**
	Vendor Subtotal:	**$587.43**
ALEXANDRIA ECKHART	RIN0029615A TRAINING REIMB	$19.05
	Subtotal for Cost Center **Communications Center:**	**$19.05**
	Vendor Subtotal:	**$19.05**
AMERI-TECH EQUIPMENT CO.	104888 TRUCK MAITENANCE	$735.00
	104905 TRUCK MAINTENANCE	$367.50
	104917 2016 SIDELOAD TRUCK MTNC	$813.75
	Subtotal for Cost Center **Refuse Collection:**	**$1,916.25**
	Vendor Subtotal:	**$1,916.25**
ARS FLOOD & FIRE CLEANUP	RIN0029606 CLAIM #2012- FLOOD REPAIRS	$16,916.32
	Subtotal for Cost Center **Property & Liability Insurance:**	**$16,916.32**
	Vendor Subtotal:	**$16,916.32**
BAKER, MEREDITH	0033196807 UTILITY REFUND	$51.14
	Subtotal for Cost Center **Water:**	**$51.14**
	Vendor Subtotal:	**$51.14**

Note: *Click the invoice for additional information.*

Bills & Claims

City of Casper

05/22/2019 to 06/04/2019

BLACK HILLS ENERGY	RIN0029581 LANDFILL FLARE OPERATIONS	$16.32
	RIN0029581 LATE FEE	$0.79
	Subtotal for Cost Center **Balefill:**	**$17.11**
	Vendor Subtotal:	**$17.11**
BRENNTAG PACIFIC, INC.	BPI940412 CHEMICALS- FERRIC	$10,599.24
	Subtotal for Cost Center **Waste Water:**	**$10,599.24**
	Vendor Subtotal:	**$10,599.24**
CASPER AREA TRANSPORTATION COALITION	2019-401 APRIL 2019 FTA CATC EXPENSES	$47,920.62
	2019-402 APRIL 2019 FTA BUS EXPENSES	$27,615.33
	2019-403 APRIL 2019 CITY CATC EXPENSES	$47,858.68
	2019-404 APRIL 2019 CITY BUS EXPENSES	$27,575.36
	Subtotal for Cost Center **C.A.T.C.:**	**$150,969.99**
	FEB19 FEB 19 SUBSIDY DISBURSEMENTS	$2,987.00
	MAR19 MAR 19 SUBSIDY DISBURSEMENTS	$3,976.25
	APRIL19 APRIL 19 SUBSIDY DISBURSEMENTS	$2,644.25
	Subtotal for Cost Center **Capital Projects - City Mgr:**	**$9,607.50**
	Vendor Subtotal:	**$160,577.49**
CASPER ELECTRIC, INC.	RIN0029620 #18-071 DOWNTOWN PARKING	$2,100.00
	RIN0029620 RETAINAGE	-$105.00
	Subtotal for Cost Center **Parking:**	**$1,995.00**
	Vendor Subtotal:	**$1,995.00**
CASPER POLICE DEPARTMENT	RIN0029593 TOBACCO	$700.00
	RIN0029593 ALCOHOL	$175.63
	Subtotal for Cost Center **Police Grants:**	**$875.63**
	Vendor Subtotal:	**$875.63**
CASPER STAR TRIBUNE - REGULAR ADS ONLY	53426-1 DRINKING WTR QLTY REPORT	$1,931.91
	Subtotal for Cost Center **Water:**	**$1,931.91**
	Vendor Subtotal:	**$1,931.91**

Note: *Click the invoice for additional information.*

CASPER STAR TRIBUNE - SUBSCRIPTIONS	RIN0029601 STAR TRIBUNE SUBSCRIPTION	$502.99
	Subtotal for Cost Center **Police:**	**$502.99**
	Vendor Subtotal:	**$502.99**
CASPER STAR-TRIBUNE, INC.	54362 MILLS MNSTRT LEGAL AD REISSUE	$8.58
	54362 MILLS MNSTRT LEGAL AD REISSUE	$81.66
	Subtotal for Cost Center **Metropolitan Planning:**	**$90.24**
	Vendor Subtotal:	**$90.24**
CENTURYLINK	RIN0029622 PHONE USE	$491.17
	Subtotal for Cost Center **Communications Center:**	**$491.17**
	AP000143051519 PHONE USE	$346.70
	Subtotal for Cost Center **Finance:**	**$346.70**
	RIN0029592 PHONE USE	$23.37
	Subtotal for Cost Center **Municipal Court:**	**$23.37**
	RIN0029604 PHONE USE	$43.43
	RIN0029612 PHONE USE	$64.67
	Subtotal for Cost Center **Sewer:**	**$108.10**
	RIN0029623 PHONE USE	$160.50
	Subtotal for Cost Center **Streets:**	**$160.50**
	Vendor Subtotal:	**$1,129.84**
CH2M HILL, INC.	WXXY0300_001 CPU BUSINESS PLAN DEVELOPEMENT	$874.01
	WXXY0300_002 CPU BUSINESS PLAN DEVELOPEMENT	$1,674.77
	Subtotal for Cost Center **Sewer:**	**$2,548.78**
	WXXY0300_001 CPU BUSINESS PLAN DEVELOPMENT	$1,748.03
	WXXY0700_002 #19-007 WWTP SECONDARY TREATME	$18,455.18
	WXXY0300_002 CPU BUSINESS PLAN DEVELOPMENT	$3,349.54
	Subtotal for Cost Center **Waste Water:**	**$23,552.75**
	WXXY0300_001 CPU BUSINESS PLAN DEVELOPMENT	$2,909.69
	WXXY0300_002 CPU BUSINESS PLAN DEVELOPMENT	$5,575.51
	Subtotal for Cost Center **Water:**	**$8,485.20**
	Vendor Subtotal:	**$34,586.73**

CHEESLEY, BARBARA	0033196803 UTILITY REFUND	$30.24
	Subtotal for Cost Center **Water:**	**$30.24**
	Vendor Subtotal:	**$30.24**
CIGNA HEALTH & LIFE INSURANCE COMPANY	2462372 MAY 2019 PLAN ADMIN FEES	$11,711.96
	Subtotal for Cost Center **Health Insurance:**	**$11,711.96**
	Vendor Subtotal:	**$11,711.96**
CINDIE LANGSTON	RIN0029616 TRAVEL REIMB	$31.90
	Subtotal for Cost Center **Balefill:**	**$31.90**
	Vendor Subtotal:	**$31.90**
CITY OF CASPER	5128/174117 MAY 2019 GIS SERVICE FEE	$581.98
	5128/174117 MAY 2019 GIS SERVICE FEE	$5,537.64
	Subtotal for Cost Center **Metropolitan Planning:**	**$6,119.62**
	Vendor Subtotal:	**$6,119.62**
CITY OF CASPER - BALEFILL	525/174066 BALEFILL	$22.05
	Subtotal for Cost Center **Hogadon:**	**$22.05**
	247/174081 BALEFILL	$140.14
	247/174022 BALEFILL	$305.00
	247/174248 ROLL OFF BIN HAUL FEE	$220.00
	Subtotal for Cost Center **Parks:**	**$665.14**
	2772/174208 BALEFILL	$6,907.15
	2772/174093 BALEFILL	$7,254.45
	2772/174067 BALEFILL	$7,088.34
	2772/17459A BALEFILL	$6,385.98
	2772/174246 BALEFILL	$7,853.34
	2772/174272 BALEFILL	$14,096.81
	2772/174351 BALEFILL	$6,792.68
	2772/174397 BALEFILL	$5,746.04
	2772/174407 BALEFILL	$7,407.14
	2772/174035 BALEFILL	$6,510.63
	2772/174182 BALEFILL	$6,818.35
	2772/174382 BALEFILL	$5,912.15

	Subtotal for Cost Center **Refuse Collection:**	**$88,773.06**
	1276/174091 BALEFILL	$2,083.57
	1276/174065 BALEFILL	$874.06
	1276/174034 BALEFILL	$104.37
	1276/174157A BALEFILL	$985.71
	1276/174270 BALEFILL	$138.18
	1276/174395 BALEFILL	$94.57
	1276/174206 BALEFILL	$87.71
	Subtotal for Cost Center **Waste Water:**	**$4,368.17**
	4361/174068 OLD FENCING DISPOSAL	$341.04
	Subtotal for Cost Center **Water Treatment Plant:**	**$341.04**
	Vendor Subtotal:	**$94,169.46**
COLLECTION CENTER INC.	9743000000348 COLLECTION FEES	$16.80
	Subtotal for Cost Center **Code Enforcement:**	**$16.80**
	972000000428 COLLECTION FEES	$173.14
	972000000423 COLLECTION FEES	$137.19
	Subtotal for Cost Center **Refuse Collection:**	**$310.33**
	972000000428 COLLECTION FEES	$131.59
	972000000423 COLLECTION FEES	$104.26
	Subtotal for Cost Center **Sewer:**	**$235.85**
	972000000428 COLLECTION FEES	$387.84
	972000000423 COLLECTION FEES	$307.31
	Subtotal for Cost Center **Water:**	**$695.15**
	Vendor Subtotal:	**$1,258.13**
COMMUNICATION TECHNOLOGIES, INC.	85190 SCALEHOUSE DGTL READER REPAIR	$1,285.00
	Subtotal for Cost Center **Balefill:**	**$1,285.00**
	85300 CORDLESS PIT ADAPTER	$1,436.36
	Subtotal for Cost Center **Communications Center:**	**$1,436.36**
	85369 INSTALL GETAC VID/COMP SYSTM	$721.00
	85292 INSTALL GETAC VID/COMP SYSTM	$721.00
	85294 INSTALL GETAC VID/COMP SYSTM	$721.00
	85295 INSTALL GETAC VID/COMP SYSTM	$721.00
	85354 INSTALL GETAC VID/COMP SYSTM	$721.00
	85328 SURFACE MOUNTS/GRILL LIGHTS	$361.00

	85366 INSTALL GJ BOX	$721.00
	85355 INSTALL GETAC VID/COMP SYSTM	$728.21
	85356 INSTALL GETAC VID/COMP SYSTM	$721.00
	85357 INSTALL GETAC VID/COMP SYSTM	$721.00
	85358 INSTALL GETAC VID/COMP SYSTM	$721.00
	85361 INSTALL GETAC VID/COMP SYSTM	$721.00
	85362 INSTALL GETAC VID/COMP SYSTM	$721.00
	85241 INSTALL GJ BOX	$728.21
	85335 GUN LOCK REPAIR	$122.50
	85338 INSTALL COBAN CPU	$51.50
	85368 INSTALL GJ BOX	$728.21
	85364 INSTALL GJ BOX	$721.00
	85329 REPLACED USB HUB/POWER CABLE	$51.50
	Subtotal for Cost Center **Police:**	**$11,423.13**
	Vendor Subtotal:	**$14,144.49**
COURT APPOINTED SPECIAL ADVOCATES OF NATRONA	RIN0029621 PRGRM MGR SALARY 02/19-03/15	$3,081.90
	Subtotal for Cost Center **Capital Projects - City Mgr:**	**$3,081.90**
	Vendor Subtotal:	**$3,081.90**
CRAIG MORRISON	W103723297136 BOOT REIMBURSEMENT	$115.25
	Subtotal for Cost Center **Police:**	**$115.25**
	Vendor Subtotal:	**$115.25**
CRIME SCENE INFORMATION	157-12-087 JUNE 2019 PROGRAM/WEB TIPS	$109.87
	Subtotal for Cost Center **Police:**	**$109.87**
	Vendor Subtotal:	**$109.87**
DELL MARKETING LP	10313140383 OFFICE PRO PLUS	$2,660.56
	Subtotal for Cost Center **Communications Center:**	**$2,660.56**
	10313140375 OFFICE PRO PLUS	$380.08
	Subtotal for Cost Center **Police:**	**$380.08**
	Vendor Subtotal:	**$3,040.64**
DELTA DENTAL PLAN OF WY.	RIN0029607 MAY 2019 DENTAL PREMIUMS	$1,575.00
	RIN0029610 APRIL 2019 DENTAL INSURANCE	$35,690.85

	Subtotal for Cost Center **Health Insurance:**	**$37,265.85**
	Vendor Subtotal:	**$37,265.85**
DEPT. OF FAMILY SVCS.	0347-APR19 APRIL 2019 SCREENINGS	$100.00
	Subtotal for Cost Center **Police:**	**$100.00**
	0224-APR19 aPRIL 2019 SCREENINGS	$20.00
	Subtotal for Cost Center **Police Grants:**	**$20.00**
	Vendor Subtotal:	**$120.00**
DESERT MTN. CORP.	18-66690 ICE SLICER	$5,292.28
	18-66693 ICE SLICER	$5,366.32
	18-66691 ICE SLICER	$5,385.65
	18-66692 ICE SLICER	$5,403.70
	Subtotal for Cost Center **Streets:**	**$21,447.95**
	Vendor Subtotal:	**$21,447.95**
DIANE MINTLE	4368A ART DESIGN FOR TRAFFIC BOX	$200.00
	Subtotal for Cost Center **Parks:**	**$200.00**
	Vendor Subtotal:	**$200.00**
DOOLEY OIL, INC.	138963 #2 LS DIESEL-CLEAR WINTER ADD	$16,488.25
	Subtotal for Cost Center **Balefill:**	**$16,488.25**
	Vendor Subtotal:	**$16,488.25**
DPC INDUSTRIES, INC.	737001627-19 NAHYPO- CHEMICALS	$7,052.05
	Subtotal for Cost Center **Water Treatment Plant:**	**$7,052.05**
	Vendor Subtotal:	**$7,052.05**
ELLENBECKER, JILL	0033196802 UTILITY REFUND	$44.56
	Subtotal for Cost Center **Water:**	**$44.56**
	Vendor Subtotal:	**$44.56**

ENGINEERING DESIGN ASSOCIATES	10889 ASH ST RTU DESIGN	$750.00
	Subtotal for Cost Center **Buildings & Structures:**	**$750.00**
	Vendor Subtotal:	**$750.00**
FAMILY JOURNEY CENTER	3853617-1 STAMPS, SUPPLIES, CLAY	$339.79
	Subtotal for Cost Center **Capital Projects - City Mgr:**	**$339.79**
	Vendor Subtotal:	**$339.79**
FIRST AMERICAN TITLE INSURANCE CO.	RIN0029613 FIRE STN #5 CLOSING FEES	$1,028.00
	Subtotal for Cost Center **Special Revenue:**	**$1,028.00**
	Vendor Subtotal:	**$1,028.00**
FIRST DATA MERCHANT SVCS CORP.	REMI1395026 APRIL 2019 CREDIT CARD FEES	$4,178.32
	Subtotal for Cost Center **Balefill:**	**$4,178.32**
	REMI1395030 APRIL 2019 CREDIT CARD FEES	$39.02
	Subtotal for Cost Center **Cemetery:**	**$39.02**
	REMI1391922 MARCH 2019 CREDIT CARD FEES	$13.67
	Subtotal for Cost Center **Engineering:**	**$13.67**
	REMI1395020 APRIL 2019 CREDIT CARD FEES	$1,214.85
	Subtotal for Cost Center **Finance:**	**$1,214.85**
	REMI1391918 CREDIT CARD FEES MARCH 2019	$224.50
	Subtotal for Cost Center **Municipal Court:**	**$224.50**
	REMI1395027 APRIL 2019 CREDIT CARD FEES	$68.99
	Subtotal for Cost Center **Police:**	**$68.99**
	Vendor Subtotal:	**$5,739.35**
FIRST INTERSTATE BANK	RIN0029608 GIFT CARDS	$205.00
	Subtotal for Cost Center **Human Resources:**	**$205.00**
	Vendor Subtotal:	**$205.00**
GEOSYNTEC CONSULTANTS INC	33370902 CRL LIFETIME PERMIT	$1,014.86
	33370730A #19-004 2019 CASPER REGIONAL	$1,916.88

INC	33370730 CRL ANNUAL MONITORING/REPORTIN	$2,448.47
	33371021 OTHER TESTING AT CRL	$1,585.25
	Subtotal for Cost Center **Balefill:**	**$6,965.46**
	Vendor Subtotal:	**$6,965.46**
GILES TRANSPORT, INC.	1905-17158 TRANSPORT LDF CMPCTR WY MACH	$665.00
	Subtotal for Cost Center **Balefill:**	**$665.00**
	Vendor Subtotal:	**$665.00**
GLOBAL SPECTRUM L.P.	0001163-IN JUNE NOL FUNDING	$82,909.91
	Subtotal for Cost Center **Casper Events Center:**	**$82,909.91**
	Vendor Subtotal:	**$82,909.91**
GOLDER ASSOCIATES	545770 5-YEAR CLOSED BALEFIL	$2,391.68
	545770 40%	$1,594.45
	Subtotal for Cost Center **Balefill:**	**$3,986.13**
	Vendor Subtotal:	**$3,986.13**
HDR ENGINEERING, INC.	1200191828 WATER RIGHTS & SUPPLY ANALYSIS	$4,440.30
	Subtotal for Cost Center **Water:**	**$4,440.30**
	Vendor Subtotal:	**$4,440.30**
HITEK COMMUNICATIONS	3012 POE INJECTOR LANDFILL CAMERA	$141.00
	Subtotal for Cost Center **Balefill:**	**$141.00**
	Vendor Subtotal:	**$141.00**
HOMAX OIL SALES, INC.	0459298-IN BULK FUEL FOR EQUIPMENT	$23,416.09
	0458516-IN DEF FOR IDF EQUIPMENT	$616.00
	Subtotal for Cost Center **Balefill:**	**$24,032.09**
	Vendor Subtotal:	**$24,032.09**
HUNTER IHRIG	RIN0029526A MILLER HOUSE DEPOSIT REFUND	$500.00
	Subtotal for Cost Center **City Hall:**	**$500.00**

	Vendor Subtotal:	**$500.00**
IMS INFRASTRUCTURE MANAGEMENT SVCS., INC.	17018-2 CITYWIDE CONDITION PAVEMENT SU	$19,701.75
	Subtotal for Cost Center **Streets:**	**$19,701.75**
	Vendor Subtotal:	**$19,701.75**
ITC ELECTRICAL TECHNOLOGIES	28909 WTP VFD TROUBLESHOOT GWHS#IVFD	$540.60
	Subtotal for Cost Center **Water Treatment Plant:**	**$540.60**
	Vendor Subtotal:	**$540.60**
KNIFE RIVER/JTL	191403 3/8" PLANT MIX	$254.80
	191265 1/2" PLANT MIX	$237.69
	Subtotal for Cost Center **Streets:**	**$492.49**
	Vendor Subtotal:	**$492.49**
KV DAVIS COUNSELING LLC	90837 LEGAL/MEDICAL	$100.00
	Subtotal for Cost Center **Communications Center:**	**$100.00**
	Vendor Subtotal:	**$100.00**
LEEWARD TREE FARM	277-2171 KENTUCKY COFFEE TREE	$250.00
	Subtotal for Cost Center **Parks:**	**$250.00**
	Vendor Subtotal:	**$250.00**
LINCOLN NATL. LIFE INS. CO.	RIN0029609 BENEFITS PAYABLE/RETIREE LIFE	$282.03
	Subtotal for Cost Center **Health Insurance:**	**$282.03**
	Vendor Subtotal:	**$282.03**
LISA'S SPIC N SPAN	715501 FURNITURE REFINISH/PAINT/CLEAN	$198.00
	Subtotal for Cost Center **Balefill:**	**$198.00**
	Vendor Subtotal:	**$198.00**

LORENZEN, HENRY	0033196799 UTILITY REFUND	$52.23
	Subtotal for Cost Center **Water:**	**$52.23**
	Vendor Subtotal:	**$52.23**
MARJORIE ANDERSON	RIN0029600 MARCH 2019 EXCEL CLASSES	$100.00
	Subtotal for Cost Center **Police:**	**$100.00**
	Vendor Subtotal:	**$100.00**
MCMURRY READY MIX CO.	228083 CONCRETE	$248.75
	Subtotal for Cost Center **Water:**	**$248.75**
	Vendor Subtotal:	**$248.75**
MILLER, JEFFREY/TRYSTIN	0033196801 UTILITY REFUND	$42.67
	Subtotal for Cost Center **Water:**	**$42.67**
	Vendor Subtotal:	**$42.67**
MILLS POLICE DEPT.	RIN0029595A EQUITABLE SHRNG DCI 2018-1190	$956.30
	Subtotal for Cost Center **Police Grants:**	**$956.30**
	Vendor Subtotal:	**$956.30**
MOTOROLA SOLUTIONS	8230223611 MAINTENANCE AGREEMENTS	$3,725.99
	8230224504 ALCOVA TOWER SITE MAINT	$1,700.98
	Subtotal for Cost Center **Communications Center:**	**$5,426.97**
	Vendor Subtotal:	**$5,426.97**
NALCO CHEMICAL CO.	67986225 CHEMICALS- FERROUS CHLORIDE	$16,308.00
	Subtotal for Cost Center **Waste Water:**	**$16,308.00**
	Vendor Subtotal:	**$16,308.00**
NAPA AUTO PARTS CORP.	RIN0029603 CONSUMABLES	$1,645.58
	RIN0029603 CONSUMABLES	$1,947.46
	RIN0029603 CONSUMABLES	$301.98
	RIN0029603 CONSUMABLES	$65,660.37

	RIN0029603 APRIL 2019 IBS EXPENSE CHARGE	$11,627.49
	Subtotal for Cost Center **Fleet Maintenance:**	**$81,182.88**
	Vendor Subtotal:	**$81,182.88**
NATIONAL BENEFIT SERVICES	698734 PLAN ADMIN FEE	$54.00
	Subtotal for Cost Center **Health Insurance:**	**$54.00**
	Vendor Subtotal:	**$54.00**
NATRONA COUNTY - SHERIFFS' OFFICE	3531 MARCH 2019 PRISONER HOUSING	$110,926.20
	Subtotal for Cost Center **Police:**	**$110,926.20**
	RIN0029594 EQUITABLE SHRNG DCI 2018-1190	$956.30
	Subtotal for Cost Center **Police Grants:**	**$956.30**
	Vendor Subtotal:	**$111,882.50**
NATRONA COUNTY HEALTH DEPT.	0026181-in TAX REVENUE MAY 2019	$45,000.00
	Subtotal for Cost Center **Social Community Services:**	**$45,000.00**
	Vendor Subtotal:	**$45,000.00**
P-CARD VENDORS	00088688 SAMSCLUB.COM - Purchase	$165.80
	00088688 SAMSCLUB.COM - Purchase	$554.00
	00087107 THE WEBSTAURANT STORE - Purcha	$99.00
	00087381 ARC SERVICES/TRAINING - Purcha	$152.00
	00087885 WAL-MART #3778 - Purchase	$175.30
	00087998 MYLIFEGUARD - Purchase	$37.80
	00088125 SAMSCLUB.COM - Purchase	$257.68
	00088125 SAMSCLUB.COM - Purchase	$113.94
	00088244 WAL-MART #3778 - Purchase	$5.11
	00088273 LIFEGUARD STORE - ONLI - Purch	$69.90
	00088374 WM SUPERCENTER #3778 - Purchas	$131.71
	00088408 MENARDS CASPER WY - Purchase	$65.64
	00088422 SUN COUNTRY DISTRIBUTI - Purch	$3,075.28
	00088649 ULINE SHIP SUPPLIES - Purcha	$384.51
	Subtotal for Cost Center **Aquatics:**	**$5,287.67**
	00088793 AIRGAS CENTRAL - Purchase	$237.00
	00088821 WYOMING MACHINERY CO - Purchas	$1,596.67
	00087663 GRAINGER - Purchase	$482.40
	00087669 RADWELL INTERNATIONAL - Purcha	$476.18

00087709 GRAINGER - Purchase	$1,011.73
00088220 BAILEYS ACE HDWE - Purchase	$26.35
00088258 AmeriGas - Purchase	$523.33
00088275 MENARDS CASPER WY - Purchase	$209.40
00088296 MENARDS CASPER WY - Purchase	$158.34
00088400 TOWNSQUARE MEDIA CASPE - Purch	$411.00
00088406 AmeriGas - Purchase	$162.58
00088420 ENERGY LABORATORIES IN - Purch	$444.00
00088435 CASPER TIRE 0000705 - Purchase	$175.00
00088439 MENARDS CASPER WY - Purchase	$78.77
00088446 GRAINGER - Purchase	$212.20
00088469 WYOMING MACHINERY CO - Purchas	$54.76
00088471 WYOMING MACHINERY CO - Purchas	$2,004.89
00088474 WYOMING MACHINERY CO - Purchas	$396.00
00088476 WYOMING MACHINERY CO - Purchas	$1,252.47
00088489 WYOMING MACHINERY CO - Purchas	$127.84
00088490 GRAINGER - Purchase	$78.60
00088500 MCCOY SALES CORPORATIO - Purch	$621.74
00088501 WYOMING MACHINERY CO - Purchas	$856.50
00088502 WYOMING MACHINERY CO - Purchas	$914.33
00088505 CASPER TIRE 0000705 - Purchase	$440.00
00088510 MENARDS CASPER WY - Purchase	$159.82
00088517 WYOMING MACHINERY CO - Purchas	$543.31
00088518 WYOMING MACHINERY CO - Purchas	$979.60
00088525 WYOMING MACHINERY CO - Purchas	$1,508.97
00088537 WYOMING MACHINERY CO - Purchas	$7,391.54
00088541 AHERN RENTALS - Purchase	$87.50
00088543 WYOMING MACHINERY CO - Purchas	$1,064.54
00088548 WYOMING MACHINERY CO - Purchas	$9,785.51
00088549 WYOMING MACHINERY CO - Purchas	$1,057.21
00088572 GRAINGER - Purchase	$81.30
00088587 BAILEYS ACE HDWE - Purchase	$15.98
00088590 THE HOME DEPOT 6001 - Purchase	$626.74
00088631 WYOMING MACHINERY CO - Purchas	$9,636.90
00088684 THE HOME DEPOT 6001 - Purchase	$846.88
00088282 HP Laserjet Check Printer	$89.08
00088133 FASTENAL COMPANY01 - Purchase	$48.29
00088143 SAMSCLUB #6425 - Purchase	$21.96
00088149 HOWARD SUPPLY COMPANY - Purcha	$185.44
00088161 SAMS CLUB #6425 - Purchase	$203.15
00088172 AHERN RENTALS - Purchase	$910.00
00088069 BRECK MEDIA GROUP - Purchase	$344.00
00087009 BAILEYS ACE HDWE - Purchase	$75.67
00087465 SHERWIN-WILLIAMS 70896 - Purch	$244.13
00087857 ALSCO INC. - Purchase	$440.80
00088058 CMI TECO - Purchase	$3,526.87
00088453 SOURCE OFFICE - VITAL - Purcha	$69.16

00088626 PILOT 00007625 - Purch	$14.38
00087220 SQ SQ BRIAN'S INDUST - Purch	$160.00
00087648 MENARDS CASPER WY - Purchase	$129.00
00087675 MENARDS CASPER WY - Purchase	$148.99
00087725 BAILEYS ACE HDWE - Purchase	$3.44
00087744 BRIDGER STEEL CASPER - Purchas	$52.28
00087762 HOWARD SUPPLY COMPANY - Purcha	$68.55
00087776 WEAR PARTS INC - Purchase	$269.01
00087793 GRAINGER - Purchase	$263.26
00087795 VZWRLSS BILL PAY VB - Purchas	$40.01
00087820 BAILEYS ACE HDWE - Purchase	$32.55
00087890 SAMS CLUB #6425 - Purchase	$189.08
00087900 MCCOY SALES CORPORATIO - Purch	$1,131.04
00087920 MENARDS CASPER WY - Purchase	$28.77
00087980 MENARDS CASPER WY - Purchase	$111.44
00087985 FEDEX 787005812649 - Purchase	$30.89
00087991 BRIDGER STEEL CASPER - Purchas	$89.65
00088031 MCCOY SALES CORPORATIO - Purch	$83.34
00088034 SOURCE OFFICE - VITAL - Purcha	$50.94
00088044 CPS DISTINCCASPER2530 - Purcha	$84.97
00088067 INT IN CLEAN CLUB 307 - Purch	$2,150.00
00088087 INT IN CLEAN CLUB 307 - Purch	$400.00
00088123 DIAMOND VOGEL PAINT #7 - Purch	$23.21
00088131 DIAMOND VOGEL PAINT #7 - Purch	$38.95
00088145 DIAMOND VOGEL PAINT #7 - Purch	$16.84
00088152 CPU IIT - Purchase	$690.00
00088160 DIAMOND VOGEL PAINT #7 - Purch	$101.27
Subtotal for Cost Center **Balefill:**	**$59,298.29**
00087857 ALSCO INC. - Purchase	$263.75
00087185 LONG BLDG. TECHNOLOGIE - Purch	$177.00
00087580 CASPER WINNELSON CO - Purchase	$202.92
00087753 CASPER WINNELSON CO - Purchase	$80.21
00087854 CRESCENT ELECTRIC 103 - Purcha	$151.92
00088009 CASPER WINNELSON CO - Purchase	$189.91
00088024 IMLSS COLORADO - Purchase	$413.60
00088033 CASPER WINNELSON CO - Purchase	$14.10
00088098 SHERWIN WILLIAMS 70343 - Purch	$171.85
00088126 THE HOME DEPOT #6001 - Purchas	$26.76
00088144 DENNIS SUPPLY COMPANY - Purcha	$4.22
00088162 CASPER WINNELSON CO - Purchase	$11.44
00088171 CASPER WINNELSON CO - Purchase	$119.80
00088183 CASPER WINNELSON CO - Purchase	$1,412.96
00088186 BLOEDORN LUMBER CASPER - Purch	$189.99
00088237 LONG BLDG. TECHNOLOGIE - Purch	$7,937.93
00088250 NORCO INC - Purchase	$142.00
00088263 BLOEDORN LUMBER CASPER - Purch	$26.95

00088291 BLOEDORN LUMBER CASPER - Purch	$5.88
00088294 NORCO INC - Purchase	$642.30
00088302 DENNIS SUPPLY COMPANY - Purcha	$13.43
00088308 REXEL 3212 - Purchase	$50.03
00088345 SHEET METAL SPECIALTIE - Purch	$80.30
Subtotal for Cost Center **Buildings & Structures:**	**$12,329.25**
00088137 GRAINGER - Purchase	$110.80
00088130 BLOEDORN LUMBER CASPER - Purch	$17.08
Subtotal for Cost Center **Cemetery:**	**$127.88**
00088758 THOMSON WEST TCD - Purchase	$1,294.85
00088759 THOMSON WEST TCD - Purchase	$140.43
Subtotal for Cost Center **City Attorney:**	**$1,435.28**
00088664 ATLAS OFFICE PRODUCTS - Purcha	$25.70
00088184 CASPER STAR TRIBUNE - Purchase	$87.36
00088197 CASPER STAR TRIBUNE - Purchase	$93.48
00088218 ATLAS OFFICE PRODUCTS - Purcha	$119.97
Subtotal for Cost Center **City Clerk:**	**$326.51**
00086185 COMTRONIX - Purchase	$281.00
Subtotal for Cost Center **City Hall:**	**$281.00**
00087938 NETWORK FLEET. INC. - Purchase	$227.40
00088493 VZWRLSS IVR VB - Purchase	$80.02
Subtotal for Cost Center **Code Enforcement:**	**$307.42**
00088567 CHILI'S #912 - Purchase	$22.86
00088607 RENZIO'S GREEK FOOD - Purchase	$15.35
00088623 EXXONMOBIL 47736855 - Purch	$25.63
00088628 CHICK-FIL-A #109 - Purchase	$8.36
00088417 HILTON HOTELS - Purchase	$4.00
00078553 HOLIDAY STNSTORE 0290 - Purcha	$71.66
Subtotal for Cost Center **Communications Center:**	**$147.86**
00088209 XEROX CORPORATION/RBO - Purcha	$35.42
00088228 XEROX CORPORATION/RBO - Purcha	$168.79
Subtotal for Cost Center **Engineering:**	**$204.21**
00088150 ATLAS OFFICE PRODUCTS - Toner	$50.61
00088238 FORMS FULFILLMENT CENT - Purch	$126.63
00088575 STAPLES 00114181 - Purch	$278.95
00088593 STAPLES 00114181 - Purch	$260.76
00085146 ATLAS OFFICE PRODUCTS - Purcha	$357.00
00086114 B&H PHOTO 800-606-696 - Purcha	$27.29
00086164 MOUNTAIN STATES LITHOG - Purch	$213.55

00086167 ATLAS OFFICE PRODUCTS - Purcha	$5.11
00086185 COMTRONIX - Purchase	$78.00
00086215 ATLAS OFFICE PRODUCTS - Purcha	$21.88
00086736 ATLAS OFFICE PRODUCTS - Purcha	$12.47
00086771 ATLAS OFFICE PRODUCTS - Purcha	$48.30
00086771 ATLAS OFFICE PRODUCTS - Purcha	$38.53
00087101 ATLAS OFFICE PRODUCTS - Purcha	$95.52
00087101 ATLAS OFFICE PRODUCTS - Purcha	$20.78
00087289 ATLAS OFFICE PRODUCTS - Purcha	$1.86
00087969 ATLAS OFFICE PRODUCTS - Purcha	$122.49
00087969 ATLAS OFFICE PRODUCTS - Purcha	$59.99
00088053 FREDPRYOR CAREERTRACK - Purcha	$609.80
00088070 SKILLPATH / NATIONAL - Purchas	$208.00
00088119 ATLAS OFFICE PRODUCTS - Credit	-$114.11
00088135 CPU IIT - Purchase	$14.95
00088173 ATLAS OFFICE PRODUCTS - Purcha	$19.27
00088225 ATLAS OFFICE PRODUCTS - Purcha	$54.32
Subtotal for Cost Center **Finance:**	**$2,611.95**
00088686 ALBERTSONS #0060 - Purchase	$11.28
00086582 PEN PENNWELL ECOMMERCE - Purch	$306.12
00086891 PAYMENTUS-SERVICE-FEE - Purcha	$38.44
00087011 DEPARTMENT OF FIRE PRE - Purch	$75.00
00087186 THE HOME DEPOT #6001 - Purchas	$43.54
00087418 BEST BUY 00015271 - Purch	$20.00
00087430 BEST BUY 00015271 - Purch	$61.97
00087578 MENARDS CASPER WY - Purchase	$33.51
00087684 EXXONMOBIL 47626544 - Purch	$49.95
00087715 EXXONMOBIL 47626544 - Purch	$12.72
00087720 WAL-MART #3778 - Purchase	$35.34
00087749 EXXONMOBIL 47626544 - Purch	$5.13
00087803 THE HOME DEPOT #6001 - Purchas	$38.43
00087806 ALBERTSONS #0060 - Purchase	$50.14
00087853 EXXONMOBIL 47626544 - Purch	$32.86
00087863 WM SUPERCENTER #1617 - Purchas	$19.96
00087958 CHEYENNE LITTLE AMERIC - Purch	$103.40
00087976 CHEYENNE LITTLE AMERIC - Purch	$103.40
00087989 CHEYENNE LITTLE AMERIC - Purch	$103.40
00088006 CHEYENNE LITTLE AMERIC - Purch	$103.40
00088045 PIZZA RANCH CASPER - Purchase	$63.00
00088052 NORCO INC - Purchase	$298.50
00088212 BLOEDORN LUMBER CASPER - Purch	$12.77
00088242 WAL-MART #1617 - Purchase	$8.51
00088257 UNITED 01673209548651 - Pur	$558.10
00088261 LA COSTA MEXICAN RESTA - Purch	$56.52
00088266 GALLS - Purchase	$210.29
00088281 GALLS - Purchase	$97.68

00088305 SAMSCLUB #6425 - Purchase	$66.86
00088306 GALLS - Purchase	$97.68
00088337 EXXONMOBIL 47626544 - Purch	$58.00
00088340 WAL-MART #1617 - Purchase	$13.47
00088351 GALLS - Purchase	$39.73
00088396 WPSG, INC - Purchase	$519.52
00088473 STAPLES 00114181 - Purch	$35.64
00088509 QDOBA 2748 - Purchase	$10.40
00088601 SAMSCLUB.COM - Purchase	$571.89
Subtotal for Cost Center **Fire:**	**$3,966.55**
00087761 CASPER FORD LINCOLN - Purchase	$59.95
00087814 ALSCO INC. - Purchase	$690.85
00087878 GRAINGER - Purchase	$11.72
00087880 REEDS AUTOMOTIVE AND C - Purch	$380.78
00087887 BAILEYS ACE HDWE - Purchase	$25.98
00087899 NORCO INC SCRUBBS COM - Purcha	$336.94
00087918 PETERBILT OF WYOMING - Purchas	$200.00
00087938 NETWORK FLEET. INC. - Purchase	$18.95
00087945 INT IN TIM FORCE TIN - Purcha	$68.52
00087994 KELLYS ALIGNMENT AND B - Purch	$105.00
00088115 ALLDATA CORP #8601 - Purchase	$1,500.00
00088369 CPU IIT - Purchase	$1,976.00
00088382 GRAINGER - Purchase	$81.42
00088392 CPU IIT - Purchase	$388.00
00088432 CASTLEBROOK WELDING AN - Purch	$57.26
00088438 B & B RUBBER STAMP SHO - Purch	$30.95
00087965 TOP OFFICE PRODUCTS IN - Purch	$24.98
Subtotal for Cost Center **Fleet Maintenance:**	**$5,957.30**
00087317 AIRPURIFIERS - Purchase	$464.99
00088254 ATLAS OFFICE PRODUCTS - Purcha	$33.12
00088433 GAYLORD BROS INC - Purchase	$332.80
00088041 SQ SQ PEDEN'S INC. - Purchas	$147.00
Subtotal for Cost Center **Fort Caspar:**	**$977.91**
00088349 LONGLEAF SERVICES INC - Purcha	$659.19
Subtotal for Cost Center **General - Fort Caspar:**	**$659.19**
00088393 TOWNSQUARE MEDIA CASPE - Purch	$510.00
00087955 CASPER EVENTS CENTER - Purchas	$10.00
00087962 INTERSTATE ALL BATTERY - Purch	$118.80
00088042 BIGFOOT TURF FARMS INC - Purch	$3,428.36
00088069 BRECK MEDIA GROUP - Purchase	$500.00
Subtotal for Cost Center **Golf Course:**	**$4,567.16**
00088150 ATLAS OFFICE PRODUCTS - Toner	$50.61

00086771 ATLAS OFFICE PRODUCTS - Purcha	$25.12
00087969 ATLAS OFFICE PRODUCTS - Purcha	$8.37
Subtotal for Cost Center **Health Insurance:**	**$84.10**
00088556 CASPER STAR TRIBUNE - Purchase	$460.60
00087926 MOUNTAIN WEST TECHNOLO - Purch	$49.95
00087943 ENERGY LABORATORIES IN - Purch	$22.00
00088039 TOWNSQUARE MEDIA CASPE - Purch	$1,500.00
Subtotal for Cost Center **Hogadon:**	**$2,032.55**
00088150 ATLAS OFFICE PRODUCTS - Toner	$50.61
00088268 STERLING BACKCHECK - Purchase	$2,341.11
00086736 ATLAS OFFICE PRODUCTS - Purcha	$12.47
00086771 ATLAS OFFICE PRODUCTS - Purcha	$25.12
00087289 ATLAS OFFICE PRODUCTS - Purcha	$1.86
00087969 ATLAS OFFICE PRODUCTS - Purcha	$8.37
00088312 SQ SQ PEDEN'S INC. - Purchas	$60.00
00088660 QQEST SOFTWARE SYSTEMS - Purch	$2,540.00
Subtotal for Cost Center **Human Resources:**	**$5,039.54**
00088444 GENERALMEDI - Purchase	$162.00
00088559 SAMS CLUB #6425 - Purchase	$36.84
00088576 STAPLES 00114181 - Purch	$114.89
00088617 SAMS CLUB #6425 - Purchase	$21.54
00087766 SMARTSIGN - Purchase	$26.41
00087930 SMARTSIGN - Credit	-$1.26
00087964 SAMSCLUB #6425 - Purchase	$169.28
00088241 SAMS CLUB #6425 - Purchase	$73.68
00088313 SAMS CLUB #6425 - Purchase	$127.95
00088535 NORCO INC - Purchase	$65.03
Subtotal for Cost Center **Ice Arena:**	**$796.36**
00088434 DIGICERT INC - Purchase	$1,125.00
Subtotal for Cost Center **Information Services:**	**$1,125.00**
00088282 HP Laserjet Check Printer	$1,536.63
Subtotal for Cost Center **Information Technology:**	**$1,536.63**
00087938 NETWORK FLEET. INC. - Purchase	$18.95
00088366 NOLAND FEED - Purchase	$381.60
00088479 OTC BRANDS, INC. - Purchase	$59.98
00088506 OTC BRANDS, INC. - Purchase	$255.01
00088738 NOLAND FEED - Purchase	$439.88
00088398 BAILEYS ACE HDWE - Purchase	$19.89
00088404 NORCO INC - Purchase	$150.16
00088409 CASPER ANIMAL MEDICAL - Purcha	$1,304.58
Subtotal for Cost Center **Metro Animal:**	**$2,630.05**

00088724 PIT STOP #4 - Purchase	$18.64
00088724 PIT STOP #4 - Purchase	$1.96
00088574 COLTER S LODGE - Purchase	$18.11
00088574 COLTER S LODGE - Purchase	$172.35
00088526 MAVERIK #353 - Purchase	$2.86
00088526 MAVERIK #353 - Purchase	$27.18
Subtotal for Cost Center **Metropolitan Planning:**	**$241.10**
00088318 The Merry Piglets Mexi - Purch	$58.00
00088334 COWBOY COFFEE - Purchase	$56.54
00088383 LOAF N JUG #0131 - Purchase	$92.00
Subtotal for Cost Center **Municipal Court:**	**$206.54**
00088148 CPS DISTINCCASPER2530 - Purcha	$54.38
00088372 SHIRTS N MORE - Purchase	$1,884.80
00088582 CASPER STAR TRIBUNE - Purchase	$207.16
00087938 NETWORK FLEET. INC. - Purchase	$164.70
00087353 307 TREE SERVICE LLC - Purchas	$450.00
00087822 HOODS EQUIPMENT & SPRI - Purch	$44.90
00088094 NORCO INC - Purchase	$584.34
Subtotal for Cost Center **Parks:**	**$3,390.28**
00088545 ALBERTSONS #0060 - Purchase	$27.98
00088358 RICOH USA, INC - Purchase	$270.67
00088551 ALBERTSONS #0060 - Purchase	$43.98
00088644 ALBERTSONS #0060 - Purchase	$59.98
00087735 CASPER STAR TRIBUNE - Purchase	$194.68
Subtotal for Cost Center **Planning:**	**$597.29**
00087783 HOTELS.COM158335168900 - Purch	$331.56
00087862 LEUPOLD & STEVENS INC - Purcha	$147.49
00086945 PP WASCOP - Purchase	$185.00
00087912 PATCH PLAQUES USA - Purchase	$120.45
00088096 The Library Sports Gri - Purch	$12.60
00088314 SAFEWAY FUEL #2466 - Purchase	$27.37
00088206 WAL-MART #1617 - Purchase	$12.28
00088229 SAMSCLUB #6425 - Purchase	$161.82
00088654 BAILEYS ACE HDWE - Purchase	$32.98
00088744 UW CASHIER OFFICE - Purchase	$24.76
00088746 CASPER ANIMAL MEDICAL - Purcha	$44.55
00088772 VZWRLSS IVR VB - Purchase	$621.98
00088542 INT IN POWDER RIVER S - Purch	$72.50
00088558 CHILI'S #912 - Purchase	$25.66
00088565 MENARDS CASPER WY - Purchase	$20.53
00088578 JIMMY JOHNS # 1262 - Purchase	$10.09
00088583 SOURCE OFFICE - VITAL - Purcha	$1,170.73

00088584 HON ASI GUN HBF PAO MA - Purch	$1,021.53
00088591 AUTOZONE #1294 - Credit	-$47.24
00088594 LOAF N JUG #0119 - Purchase	$42.60
00088613 CAPITOL CUISINE - Purchase	$16.28
00088632 DOUGH ENTERPRISES LLC - Purcha	$20.00
00088648 SQ SQ PEDEN'S INC. - Purchas	$70.00
00088650 EXXONMOBIL 47737010 - Purch	$21.90
00088697 2 DOORS DOWN - Purchase	$13.35
00088716 SOURCE OFFICE - VITAL - Purcha	$89.51
00088723 SOURCE OFFICE - VITAL - Purcha	$156.85
00088729 CRAFT TROPHY & RIBBONS - Purch	$2,450.00
00088730 HILTON HOTELS - Purchase	$211.20
00087938 NETWORK FLEET. INC. - Purchase	$132.65
00088057 AMZN MKTP US MN8Z76NO1 - Purch	$50.56
00088075 AMZN Mktp US MZ3OB7Y30 - Purch	$186.16
00088260 DOUGH ENTERPRISES LLC - Purcha	$16.00
00088301 WALGREENS #7462 - Purchase	$5.00
00088416 IHR IHIRE.COM - Purchase	$265.00
00087882 UNITED 01624511587915 - Pur	$21.50
00087904 UNITED 01615066932623 - Pur	$200.00
00087922 HOTELS.COM158412199625 - Purch	$213.46
00087940 HOTELS.COM158412423839 - Purch	$109.87
00087974 LEUPOLD & STEVENS INC - Purcha	$2,573.98
00087986 FRENCH MEADOW SLC - Purchase	$7.26
00087997 DELTA 00682901615933 - Pur	$30.00
00088020 TRAVEL GUARD GROUP INC - Purch	$89.64
00088027 PEPPERMILL BUFFET - Purchase	$34.63
00088036 HOTELS.COM158529300959 - Purch	$868.69
00088056 UNITED 01629261123011 - Pur	$29.00
00088062 UNITED 01624519050766 - Pur	$624.10
00088071 PEPPERMILL CAFE ESPRES - Purch	$11.56
00088076 THE GREAT AMERICAN GRI - Purch	$21.00
00088089 UNITED 01624518767255 - Pur	$689.60
00088091 PUBLIC AGENCY TRAINING - Purch	$1,050.00
00088095 PEPPERMILL OCEANO - Purchase	$30.86
00088108 ATLANTIS CAFE ALFRESCO - Purch	$17.14
00088109 UNITED 01624518767244 - Pur	$689.60
00088111 HOTELS.COM158558927023 - Purch	$399.18
00088122 PEPPERMILL CAFE ESPRES - Purch	$8.93
00088127 PEPPERMILL CASINO BARS - Purch	$18.10
00088141 AMAZON.COM MN7H89OM0 A - Purch	$91.99
00088146 MCALISTER'S #1303 - Purchase	$9.68
00088159 ATLANTIS CAFE ALFRESCO - Purch	$17.15
00088188 STAPLES DIRECT - Purchase	$141.72
00088198 ATLANTIS GOURMET GRIND - Purch	$19.24
00088202 AMZN MKTP US MN7FT6432 - Purch	$389.42
00088213 HILTON GARDEN INN - Purchase	$282.00

00088223 PEPPERMILL CAFE ESPRES - Purch	$11.91
00088232 THE GREAT AMERICAN GRI - Purch	$30.50
00088233 LOAF N JUG #0123 - Purchase	$19.50
00088246 DELTA 00682901699476 - Pur	$30.00
00088259 RNO LA BREA S - Purchase	$16.65
00088274 PEPPERMILL CAFE ESPRES - Purch	$9.39
00088286 PEPPERMILL FRONT DESK - Purcha	$735.20
00088299 ATLANTIS CAFE ALFRESCO - Purch	$17.15
00088307 PEPPERMILL BUFFET - Purchase	$29.22
00088311 ATLANTIS SODA FOUNTAIN - Purch	$3.55
00088316 STARBUCKS LOWER E3 SLC - Purch	$6.17
00088323 BUDGET RENT-A-CAR - Purchase	$8.12
00088339 DICKEYS WY-1335 - Purchase	$13.36
00088342 QUIK STOP #0169 - Purchase	$13.00
00088350 ATLANTIS CAFE ALFRESCO - Purch	$19.31
00088367 TST CHEYENNE RIB AND - Purcha	$25.39
00088391 SQU SQ PHILLIP CHALME - Purch	$4,000.00
00088419 THE OFFICE BAR & EATER - Purch	$20.91
00088441 STAPLES DIRECT - Credit	-$6.75
00088458 WYOMING CAMERA - Purchase	$3,499.95
00088462 DOUGH ENTERPRISES LLC - Purcha	$11.00
00088464 TST CHEYENNE RIB AND - Purcha	$29.40
00088472 MERBACK AWARDS COMPANY - Purch	$108.67
00088477 SQ SQ PEDEN'S INC. - Purchas	$195.00
00088480 WYOMING CAMERA - Purchase	$224.95
00088481 THE OLIVE GARD00017160 - Purch	$34.07
00088488 RIDLEY'S 1132 - Purchase	$1.99
00088499 MOUNTAIN STATES LITHOG - Purch	$287.46
00088507 TST CHEYENNE RIB AND - Purcha	$27.51
00088512 WALGREENS #7462 - Purchase	$9.98
00088520 E&F HOLDING CO. - Purchase	$230.00
00084628 FIESTA MEXICAN RESTAUR - Purch	$17.06
00084641 BEST WESTERN PLUS FW - Purchas	$29.71
00084701 FIESTA MEXICAN RESTAUR - Purch	$17.06
00084773 FIESTA MEXICAN RESTAUR - Purch	$17.06
00085023 TWIN PEAKS FOSSIL CREE - Purch	$14.73
00085435 TUSCANY LAS VEGAS - Purchase	$75.96
00085451 TUSCANY LAS VEGAS - Purchase	$75.96
00086045 EXXONMOBIL 48219554 - Purch	$56.72
00086137 SUSHI AXIOM - Purchase	$38.34
00086143 TARGET 00020420 - Purch	$84.49
00087004 H3 RANCH - Purchase	$10.61
00087145 BEST WESTERN WINDSOR I - Purch	$77.97
00087520 TRAVEL GUARD GROUP INC - Purch	$97.64
00087553 UNITED 01624498303923 - Pur	$751.10
00087564 UNITED 01624498303934 - Pur	$751.10
00087681 MENARDS CASPER WY - Purchase	$47.22

00087707 WM SUPERCENTER #1617 - Purchas	$43.82
00087770 RELIANTJOBFAIRS - Purchase	$450.00
00082756 WM SUPERCENTER #1617 - Purchas	$12.01
00085774 HOLIDAY INN EXPRESS - - Purcha	$101.28
00087071 WAL-MART #3778 - Purchase	$6.08
00087457 WAL-MART #1617 - Purchase	$7.96
00087856 HENDON MEDIA GROUP - Purchase	$399.00
00087910 EPIC EGG - CHEYENNE - Purchase	$15.99
00087927 EXXONMOBIL 47737358 - Purch	$21.00
00088022 HOTELS.COM158523072852 - Purch	$1,274.00
00088037 NATIONAL ANIMAL CARE & - Purch	$1,190.00
Subtotal for Cost Center **Police:**	**$31,779.43**
00088652 DAYS INNS/DAYSTOP - Purchase	$60.00
00088694 DAYS INNS/DAYSTOP - Purchase	$60.00
00088714 DAYS INNS/DAYSTOP - Purchase	$60.00
00087385 MARKET STREET GRIL SLC - Purch	$29.18
00087439 KANSAS CITY BARBEQUE - Purchas	$8.61
00087491 GRAND HYATT SAN DIEGO - Purcha	$23.05
00087506 GRAND HYATT SAN DIEGO - Purcha	$7.28
00087522 GRAND HYATT SAN DIEGO - Purcha	$224.53
Subtotal for Cost Center **Police Grants:**	**$472.65**
00088150 ATLAS OFFICE PRODUCTS - Toner	$50.61
00086771 ATLAS OFFICE PRODUCTS - Purcha	$25.12
00087969 ATLAS OFFICE PRODUCTS - Purcha	$8.37
00088437 JOHNNY APPLESEED INC - Purchas	$1,065.00
00088563 URGENT CARE OF CASPER - Purcha	$3,691.00
Subtotal for Cost Center **Property & Liability Insurance:**	**$4,840.10**
00088792 BAILEYS ACE HDWE - Purchase	$4.31
00088817 WAL-MART #1617 - Purchase	$64.67
00088848 USPS PO 5715580478 - Purchase	$10.40
00088851 STAPLES 00114181 - Purch	$35.78
00088880 SAMSCLUB #6425 - Purchase	$60.79
00088029 BEACON ATHLETICS - Purchase	$406.00
00088112 DBC IRRIGATION SUPPLY - Purcha	$655.82
00088151 HARBOR FREIGHT TOOLS 3 - Purch	$71.88
00088167 BAILEYS ACE HDWE - Purchase	$9.48
00088187 THE HOME DEPOT #6001 - Purchas	$66.58
00088214 CPS DISTINCCASPER2530 - Purcha	$127.75
00088321 THE HOME DEPOT #6001 - Purchas	$5.52
00088707 HOBBY-LOBBY #0233 - Purchase	$9.28
00088728 WPY PRODUCTION 101 IN - Purcha	$309.00
00088747 AMZN MKTP US MN5B77V30 - Purch	$46.43
00088046 CPS DISTINCCASPER2530 - Purcha	$14.32
00087877 HAMPTON INNS - Credit	-$265.12

00088121 AMZN Mktp US MN7US53L1 - Purch	$43.99
00088178 AMZN Mktp US MN1QW4FO2 - Purch	$13.61
00088262 MICHIGAN COMPANY - Purchase	$131.84
00088272 NATIONAL RECREATION & - Purcha	$650.00
00088298 WEISSMAN DESIGNS FOR D - Credi	-$74.90
00088304 FITNESSREPAIRPARTS.COM - Purch	$66.73
00088319 PP MDFURNITURE - Purchase	$350.00
00088401 FIELDTEX PRODUCTS, INC - Purch	$149.45
00088436 WAL-MART #1617 - Purchase	$111.27
00088460 AMZN MKTP US MN1WZ6VO1 - Purch	$18.96
00088580 SUTHERLANDS 2219 - Purchase	$47.96
Subtotal for Cost Center **Recreation:**	**$3,141.80**
00088774 CASPER TIRE 0000705 - Purchase	$35.00
00087657 4933 CED - Purchase	$177.85
00088412 MCCOY SALES CORPORATIO - Purch	$298.72
00088418 AHERN PAYMENT ON ACCOU - Purch	$633.60
00088425 MCCOY SALES CORPORATIO - Credi	-$238.29
00088442 STAPLES 00114181 - Purch	$26.29
00088455 CMI TECO - Purchase	$954.55
00088478 CMI TECO - Purchase	$674.44
00088483 CMI TECO - Purchase	$1,353.76
00088508 CMI TECO - Purchase	$363.15
00088530 CMI TECO - Purchase	$423.23
00088533 CMI TECO - Purchase	$4,030.91
00088544 4933 CED - Credit	-$8.47
00088581 DECKER AUTO GLASS - Purchase	$180.53
00088763 CASPER TIRE 0000705 - Purchase	$80.00
00087938 NETWORK FLEET. INC. - Purchase	$585.50
00088282 HP Laserjet Check Printer	$133.62
00088073 CMI TECO - Purchase	$151.59
00088078 CMI TECO - Purchase	$577.49
00088084 CMI TECO - Purchase	$376.20
00088092 HOSE & RUBBER SUPPLY C - Purch	$27.48
00088099 CMI TECO - Purchase	$239.48
00088114 CMI TECO - Purchase	$368.67
00088116 CMI TECO - Purchase	$2,070.80
00088124 BAILEYS ACE HDWE - Purchase	$37.98
00088165 AIRGAS CENTRAL - Purchase	$50.16
00088168 BARGREEN WYOMING 25 - Purchase	$27.00
00087857 ALSCO INC. - Purchase	$339.30
00088059 CMI TECO - Purchase	$2,825.31
00088063 CMI TECO - Purchase	$1,171.44
00088468 DRIVERCHECK-SERVICECHE - Purch	$27.50
00088635 HAMPTON INN-GILLETTE - Purchas	$94.00
00087667 CASPER TIRE 0000705 - Purchase	$35.00
00087674 CASPER TIRE 0000705 - Purchase	$35.00

00087713 AIRGAS CENTRAL - Purchase	$108.99
00087765 CASPER TIRE 0000705 - Purchase	$35.00
00087832 MENARDS CASPER WY - Purchase	$26.87
00087846 HOSE & RUBBER SUPPLY C - Purch	$152.08
00087850 INK TONER STORE LLC - Purchase	$127.95
00087919 CMI TECO - Purchase	$336.08
00087972 WYOMING STEEL, RECYC - Purchas	$5,459.10
00087977 BAILEYS ACE HDWE - Purchase	$44.93
00087987 BEARING BELTCHAIN00244 - Purch	$21.62
00087996 AIRGAS CENTRAL - Purchase	$56.00
00088025 BAILEYS ACE HDWE - Purchase	$33.58
Subtotal for Cost Center **Refuse Collection:**	**$24,560.99**
00088588 NORCO INC - Purchase	$12.80
00088597 VZWRLSS IVR VB - Purchase	$112.03
00088600 SAMSCLUB #6425 - Credit	-$29.98
00088647 INT IN PIPELOGIX INC - Purcha	$2,500.00
00088609 CASPER STAR TRIBUNE - Purchase	$457.44
00088622 CASPER STAR TRIBUNE - Purchase	$213.64
00087938 NETWORK FLEET. INC. - Purchase	$56.85
00088282 HP Laserjet Check Printer	$111.35
00088325 STOTZ EQUIP CASPER 010 - Purch	$2.37
00088353 TOWNSQUARE MEDIA CASPE - Purch	$1,300.00
00088360 SAMS CLUB #6425 - Purchase	$29.98
00088413 STAPLES 00114181 - Purch	$59.99
00088429 SAMS CLUB #6425 - Purchase	$16.98
00088069 BRECK MEDIA GROUP - Purchase	$496.00
Subtotal for Cost Center **Sewer:**	**$5,339.45**
00088610 3M CREDIT - Purchase	$15,653.61
00087938 NETWORK FLEET. INC. - Purchase	$473.75
00088252 AIRGAS CENTRAL - Purchase	$27.40
00088255 71 SOIL AND STONE - Purchase	$61.10
00088276 WEAR PARTS INC - Credit	-$62.16
00088317 WEAR PARTS INC - Purchase	$52.38
00088338 ATSI INC - Purchase	$630.25
00088347 3M CREDIT - Purchase	$782.44
00088411 ALSCO INC. - Purchase	$491.20
00088421 SHERWIN-WILLIAMS 70896 - Purch	$1,125.00
00088461 VZWRLSS IVR VB - Purchase	$40.01
00088491 SHERWIN-WILLIAMS 70896 - Purch	$107.27
00087965 TOP OFFICE PRODUCTS IN - Purch	$50.73
00088032 STAPLES 00114181 - Purch	$20.98
00087737 CASPER STAR TRIBUNE - Purchase	$501.68
00087758 CASPER STAR TRIBUNE - Purchase	$437.20
Subtotal for Cost Center **Streets:**	**$20,392.84**

00088781 CASPER CONTRACTORS SUP - Purch	$49.33
00088841 USPS PO 5715580478 - Purchase	$7.60
00088857 BOBCAT OF CASPER - Purchase	$52.11
00088562 NORCO INC - Purchase	$865.00
00088604 BEARING BELTCHAIN00244 - Purch	$17.53
00088625 GRAINGER - Purchase	$25.48
00088658 BAILEYS ACE HDWE - Credit	-$39.89
00088661 BAILEYS ACE HDWE - Purchase	$37.99
00088668 TFS FISHER SCI CHI - Purchase	$500.74
00088676 BAILEYS ACE HDWE - Purchase	$39.89
00088696 FERGUSON ENT #3069 - Purchase	$355.00
00088766 CASPER CONTRACTORS SUP - Purch	$18.92
00088768 CRUM ELECTRIC SUPPLY C - Purch	$14.57
00088128 FOREMANS QUALITY MACHI - Purch	$3,558.00
00088142 ANIXTER INC - UPS - Purchase	$425.00
00088155 MOTION INDUSTRIES WY54 - Purch	$242.14
00088177 ATLAS OFFICE PRODUCTS - Purcha	$200.18
00088191 CASPER WINNELSON CO - Purchase	$3.99
00088194 ATLAS OFFICE PRODUCTS - Purcha	$963.92
00088215 DENVER INDUSTRIAL PUMP - Credi	-$1,967.20
00088234 USPS PO 5715580478 - Purchase	$55.00
00088236 GRAINGER - Purchase	$27.79
00088270 THE UPS STORE #2200 - Purchase	$59.47
00088282 HP Laserjet Check Printer	$89.08
00088283 BEARING BELTCHAIN00244 - Purch	$241.34
00088322 HOSE & RUBBER SUPPLY C - Purch	$15.77
00088328 WEAR PARTS INC - Purchase	$36.61
00088371 FERGUSON ENT #3069 - Purchase	$314.83
00088450 WATERWORKS IND 2697 - Purchase	$3,975.73
Subtotal for Cost Center **Waste Water:**	**$10,185.92**
00088789 BEARING BELTCHAIN00244 - Purch	$4.45
00088795 ROCKY MOUNTAIN AIR SOL - Purch	$24.10
00088844 INT IN CASPER SAFETY - Purcha	$576.70
00088513 JOHNNY APPLESEED INC - Purchas	$33.43
00088534 JOHNNY APPLESEED INC - Purchas	$9.99
00088568 ENERGY LABORATORIES IN - Purch	$352.00
00088586 ENERGY LABORATORIES IN - Purch	$22.00
00088651 MENARDS CASPER WY - Purchase	$31.25
00088670 CASPER CONTRACTORS SUP - Purch	$56.88
00088683 ENERGY LABORATORIES IN - Purch	$22.00
00088769 DANA KEPNER CO. - Purchase	$176.00
00088602 CASPER STAR TRIBUNE - Purchase	$250.71
00088602 CASPER STAR TRIBUNE - Purchase	$509.03
00087938 NETWORK FLEET. INC. - Purchase	$151.60
00088179 ENERGY LABORATORIES IN - Purch	$216.00
00088180 6040 Dominos Pizza - Purchase	$27.57

	00088195 ENERGY LABORATORIES IN - Purch	$316.50
	00088201 REXEL 3212 - Purchase	$23.89
	00088282 HP Laserjet Check Printer	$267.24
	00088309 BEARING BELTCHAIN00244 - Purch	$18.50
	00088336 ENERGY LABORATORIES IN - Purch	$374.00
	00088394 CASPER COLLEGE - Purchase	$356.00
	00088397 FASTENAL COMPANY 01WYC - Purch	$442.18
	00088362 CORE & MAIN LP 518 - Purchase	$2,036.80
	00088386 CORE & MAIN LP 518 - Purchase	$5,700.00
	00088390 CORE & MAIN LP 518 - Purchase	$1,306.00
	Subtotal for Cost Center **Water:**	**$13,304.82**
	00088799 SMITHS FOOD #4185 - Purchase	$17.47
	00088837 ENERGY LABORATORIES IN - Purch	$231.00
	00088852 CASPER STAR TRIBUNE - Purchase	$43.54
	00088681 SUTHERLANDS 2219 - Purchase	$14.99
	00088703 WEAR PARTS INC - Purchase	$20.93
	00088736 UPS 0000008F045W209 - Purchase	$138.71
	00088742 CASPER CONTRACTORS SUP - Purch	$76.80
	00088748 COASTAL CHEMICAL CO LL - Purch	$152.71
	00088176 ENERGY LABORATORIES IN - Purch	$57.00
	00088189 ENERGY LABORATORIES IN - Purch	$231.00
	00088277 ENERGY LABORATORIES IN - Credi	-$231.00
	00088289 ENERGY LABORATORIES IN - Credi	-$57.00
	00088303 ATLAS OFFICE PRODUCTS - Purcha	$225.63
	00088333 GRAINGER - Purchase	$86.90
	00088361 ENERGY LABORATORIES IN - Purch	$231.00
	00088381 CASPER CONTRACTORS SUP - Purch	$5.35
	00088407 HAWKINS INC - Purchase	$353.21
	00088456 BAILEYS ACE HDWE - Purchase	$45.90
	00088621 NORCO INC - Purchase	$25.00
	Subtotal for Cost Center **Water Treatment Plant:**	**$1,669.14**
	00088687 LITTLE CAESARS 1989 00 - Purch	$43.50
	00087500 MURDOCHS RANCH &HOME # - Purch	$23.99
	Subtotal for Cost Center **Weed And Pest:**	**$67.49**
	Vendor Subtotal:	**$231,919.50**
PCN STRATGIES INC	13699 GETAC VIDEO SOLUTIONS	$123,037.98
	13786 IN-CAR VID SYSTM/ACCSRS/WRNTY	$829,258.73
	13785 CAR CAMERA EXTENDED WARRANTY	$11,988.40
	13766 MOLLE MOUNTS	$2,100.00
	Subtotal for Cost Center **Police:**	**$966,385.11**
	Vendor Subtotal:	**$966,385.11**

PEPPER TANK & CONTRACTING	93326 FLIGHTS FOR N DAFT	$720.00
	93356 BENT PLATE FLIGHTS	$3,200.00
	93333 EQPMT- BENT PLATE FLIGHTS	$2,000.00
	Subtotal for Cost Center **Waste Water:**	**$5,920.00**
	Vendor Subtotal:	**$5,920.00**
PEPSI COLA OF CASPER	2105003041 CONCESSIONS	-$100.00
	2199065931 CONCESSIONS	$322.90
	Subtotal for Cost Center **Ice Arena:**	**$222.90**
	Vendor Subtotal:	**$222.90**
PLAYGROUND HOUND LLC	RR PRJCT 18-070 RETAINAGE RELEASE	$3,910.95
	Subtotal for Cost Center **Capital Projects - Parks:**	**$3,910.95**
	Vendor Subtotal:	**$3,910.95**
POSTAL PROS SOUTHWEST INC	52659 UTILITY BILLING	$775.43
	6139 POSTAGE	$4,689.73
	6131 POSTAGE	$4.12
	6148 UTILITY BILLING	$2,551.88
	6195 UTILITY BILLING	$2,006.05
	6193 UTILITY BILLING	$2,553.74
	6194 UTILITY BILLING	$2,669.85
	Subtotal for Cost Center **Finance:**	**$15,250.80**
	52659 IVR SUCCESSFUL PAYMENTS	$667.50
	Subtotal for Cost Center **Water:**	**$667.50**
	Vendor Subtotal:	**$15,918.30**
PROFORCE LAW ENFORCEMENT	376538 SIG ROMEO4S RED DOT SGT	$1,524.70
	356505 CREDIT FOR TRADES	-$1,150.00
	Subtotal for Cost Center **Police:**	**$374.70**
	375309 MULTI MISSION SLING	$113.10
	376492 MPI ASAP QD AMBI SLING POINT	$101.75
	Subtotal for Cost Center **Police Grants:**	**$214.85**
	Vendor Subtotal:	**$589.55**

PUBLIC SAFETY COMMUNICATIONS CENTER	734/174110 PSCC MONTHLY USER FEE	$5,090.90
	Subtotal for Cost Center **Police:**	**$5,090.90**
	1276/174111 PSCC MONTHLY USER FEE	$533.60
	Subtotal for Cost Center **Water:**	**$533.60**
	Vendor Subtotal:	**$5,624.50**
RECYKLING INDUSTRIAL REPAIRS, INC	1232 18-016 BALER MTN SUPPORT	$16,500.00
	1231 18-016 BALER MTN SUPPORT	$16,500.00
	Subtotal for Cost Center **Balefill:**	**$33,000.00**
	Vendor Subtotal:	**$33,000.00**
ROBERT GRANT	RIN0029615 ANALYST TRAINING REIMB	$39.93
	Subtotal for Cost Center **Police:**	**$39.93**
	Vendor Subtotal:	**$39.93**
ROCKY MOUNTAIN POWER	AP000168051019 ELECTRICITY	$273.27
	Subtotal for Cost Center **Buildings & Structures:**	**$273.27**
	AP000246051019 ELECTRICITY	$361.33
	Subtotal for Cost Center **Fire:**	**$361.33**
	AP000242052019 ELECTRICITY	$182.93
	Subtotal for Cost Center **Waste Water:**	**$182.93**
	RIN0029602 ENERGY- ELECTRICITY	$38,501.31
	RIN0029602 ENERGY- ELECTRICITY	$7,154.79
	Subtotal for Cost Center **Water Treatment Plant:**	**$45,656.10**
	Vendor Subtotal:	**$46,473.63**
SAM DUNNUCK	1531Y REIMB SWAT GEAR	$72.00
	Subtotal for Cost Center **Police:**	**$72.00**
	Vendor Subtotal:	**$72.00**
SCHUELKE, LESLIE	0033196804 UTILITY REFUND	$75.00

	0033196804 UTILITY REFUND	$2.74
	Subtotal for Cost Center **Water:**	**$77.74**
	Vendor Subtotal:	**$77.74**
SELF HELP CENTER, INC.	2 ORPHANED CAP FUNDING	$7,752.55
	Subtotal for Cost Center **Capital Projects - City Mgr:**	**$7,752.55**
	Vendor Subtotal:	**$7,752.55**
SMITH, TONJA	0033196805 UTILITY REFUND	$25.41
	Subtotal for Cost Center **Water:**	**$25.41**
	Vendor Subtotal:	**$25.41**
SPRINGER, THOMAS	0033196796 UTILITY REFUND	$73.45
	Subtotal for Cost Center **Water:**	**$73.45**
	Vendor Subtotal:	**$73.45**
TNVC INC	350097-G SUPPLIES	$10,672.20
	Subtotal for Cost Center **Police Grants:**	**$10,672.20**
	Vendor Subtotal:	**$10,672.20**
TRAVIS GARCIA	44429-19 CDL REIMBURSEMENT	$160.00
	Subtotal for Cost Center **Water:**	**$160.00**
	Vendor Subtotal:	**$160.00**
TRIHYDRO CORP.	0141031 EPA BROWNFIELDS HAZARDOUS	$5,204.25
	0141032 EPA BROWNFIELDS PETROLEUM	$4,301.22
	Subtotal for Cost Center **Planning:**	**$9,505.47**
	Vendor Subtotal:	**$9,505.47**
TURNBULL, TAYA	0033196797 UTILITY REFUND	$13.94
	Subtotal for Cost Center **Water:**	**$13.94**
	Vendor Subtotal:	**$13.94**

VISION SVC. PLAN	806808985 MAY 2019 BENEFITS PAYABLE	$1,145.46
	806656009 MAY 2019 COBRA CONTRIBUTIONS	$24.12
	Subtotal for Cost Center **Health Insurance:**	**$1,169.58**
	Vendor Subtotal:	**$1,169.58**
WALTON, MICHELLE	0033196798 UTILITY REFUND	$31.34
	Subtotal for Cost Center **Water:**	**$31.34**
	Vendor Subtotal:	**$31.34**
WARDWELL, TARA/DAVID	0033196806 UTILITY REFUND	$52.23
	Subtotal for Cost Center **Water:**	**$52.23**
	Vendor Subtotal:	**$52.23**
WASTE WATER TREATMENT	1276/174355 SEWER	$346,025.30
	Subtotal for Cost Center **Sewer:**	**$346,025.30**
	Vendor Subtotal:	**$346,025.30**
WATER TECHNOLOGY GROUP	5450573 BAR NUNN #1 & #2 LIFT STATION	$79,112.00
	Subtotal for Cost Center **Waste Water:**	**$79,112.00**
	Vendor Subtotal:	**$79,112.00**
WEST PLAINS ENGINEERING, INC.	BC18019-001003 #18-095 HOGADON WWTP GENERATOR	$400.00
	Subtotal for Cost Center **Hogadon:**	**$400.00**
	Vendor Subtotal:	**$400.00**
WESTERN PLAINS LANDSCAPING LLC.	20555 MARION KREINER SPLASH PAD 14-0	$9,250.00
	Subtotal for Cost Center **Aquatics:**	**$9,250.00**
	Vendor Subtotal:	**$9,250.00**
WESTERN STATES FIRE PROTECTION	787675 LIFE STEPS CAMPUS BILL #5	$61,357.45
	Subtotal for Cost Center **CDBG:**	**$61,357.45**

PROTECTION

	Vendor Subtotal:	**$61,357.45**
WESTERN WATER CONSULTANTS, INC.	181090011 MIDWEST AVE RECONST - DAVID TO	$317.53
	160580033 K STREET IMPROVEMENTS - PHASE	$281.60
	Subtotal for Cost Center **Sewer:**	**$599.13**
	181090011 MIDWEST AVE RECONST - DAVID TO	$14,420.79
	160580033 K STREET IMPROVEMENTS - PHASE	$2,628.32
	160580033 K STREET IMPROVEMENTS - PHASE	$3,128.95
	Subtotal for Cost Center **Streets:**	**$20,178.06**
	181090011 MIDWEST AVE RECONST - DAVID TO	$1,985.83
	160580033 K STREET IMPROVEMENTS - PHASE	$219.03
	Subtotal for Cost Center **Water:**	**$2,204.86**
	Vendor Subtotal:	**$22,982.05**
WH LLC	2066 #18-011 CONSULTING/ENG CRL	$686.25
	Subtotal for Cost Center **Balefill:**	**$686.25**
	Vendor Subtotal:	**$686.25**
WILLIAMS, RYEANN	0033196808 UTILITY REFUND	$54.18
	Subtotal for Cost Center **Water:**	**$54.18**
	Vendor Subtotal:	**$54.18**
WY. MEDICAL CENTER	1907800065 LEGAL/MEDICAL	$325.90
	Subtotal for Cost Center **Communications Center:**	**$325.90**
	Vendor Subtotal:	**$325.90**
WYOMING POWER WASH, INC.	22032 BLAST/PAINT RECYCLING TRUCK	$4,352.00
	Subtotal for Cost Center **Refuse Collection:**	**$4,352.00**
	Vendor Subtotal:	**$4,352.00**
	Grand Total	**$2,726,905.10**

Bills & Claims

City of Casper

05/22/2019 to 06/04/2019

Approved By

On

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
06/04/19

Payroll Disbursements

5/23/19	FIRE PAYROLL	$	165,201.45
5/23/19	BENEFITS & DEDUCTIONS	$	30,870.40
5/30/19	CITY PAYROLL	$	1,094,595.47
5/30/19	BENEFITS & DEDUCTIONS	$	193,998.74
	Total Payroll	**$**	**1,484,666.06**

Additional Fees

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

Additional Accounts Payable

5/16/2019	Pre-Writs: Utility Refunds, Petty Cash, Garnishment refund		
	Bardy, Niles	$	8.77
	Beagle, Crystal		120.69
	Dewling, Richard		36.89
	First Interstate Bank-Petty Cash		310.00
	Langdon Investments		32.16
	Norton, Daniel		51.68
	Wohl, Wade		49.31
	Wyoming Medical Center		44.88
		$	654.38
5/17/2019	Global Spectrum - Rodney Carrington		44,402.84
	Global Spectrum - Celtic Woman		73,075.18
	Global Spectrum - April ATM Funds		40,716.50
			158,194.52
5/20/19	Global Spectrum - Mother's Day Brunch		4,915.66
	Global Spectrum - North Platte Exhibitor Svcs		25.00
			4,940.66
	Total Additional AP	**$**	**163,789.56**

May 31, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Establish Public Hearing for Consideration of an Ordinance Approving a Plat Creating Fleming Addition to the City of Casper, and Approving the Subdivision Agreement for said Addition.

Meeting Type & Date:
Regular Council Meeting, June 4, 2019.

Action Type:
Establish Public Hearing for June 18, 2019.

Recommendation:
That Council, by minute action, establish June 18, 2019, as the date of public hearing for consideration of a plat creating Fleming Addition to the City of Casper, and also approving the Subdivision Agreement for said Addition.

Summary:
Greg D. Fleming has applied for a replat of his property located at 801 Jane Street, generally north of Interstate 25, and southeast of the North Casper baseball fields. The subject property consists of Lot 27 of the Keystone Addition, as well as an unplatted parcel directly to the north. The proposed plat is creating a single lot, approximately 16,008 square feet in area, on which the applicant plans to construct a commercial/industrial building. Access to the property is via Jane Street, which is fully constructed to City standards. The property is zoned C-4 (Highway Business), and there are no minimum lot size requirements in the C-4 district.

The Planning and Zoning Commission voted unanimously to approve the plat and forward a do-pass recommendation to Council after a public hearing on May 16, 2019. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:
Not applicable.

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

Attachments:
Location Map

Proposed Fleming Addition

May 22, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director
Pete Meyers, Assistant Financial Services Director
Evan Condelario, Budget & Accounting Supervisor

SUBJECT: Establishing June 18, 2019, as the Public Hearing for Adoption of Fiscal Year 2019-2020 Budget

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action Type
Minute Action, June 4, 2019

Recommendation
That Council, by minute action, establish June 18, 2019, as the date of public hearing for consideration of the adoption of the Fiscal Year 2020 Budget.

Summary
The City Council is respectfully requested to establish June 18, 2019, as the public hearing date, for the consideration of the adoption of the Fiscal Year 2019-2020 Budget as per State Statute. The City Council must, within twenty-four (24) hours of the conclusion of the public hearing, make the necessary appropriations and adopt the budget.

Financial Considerations
N/A

Oversight/Project Responsibility
Tom Pitlick, Financial Services Director

Attachments:
None

May 22, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director
Pete Meyers, Assistant Financial Services Director
Evan Condelario, Budget & Accounting Supervisor

SUBJECT: Establishing June 18, 2019, as the Public Hearing for Adoption of Fiscal Year 2019 Budget Amendment

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action Type
Minute Action, June 4, 2019

Recommendation
That Council, by minute action, establish June 18, 2019, as the date of public hearing for consideration of the adoption of the Fiscal Year 2019 Budget Amendment.

Summary
The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets. On April 2, 2019, Council approved the second amendment to the Fiscal Year 2019 budget. It has been determined that further adjustments are necessary and are being prepared for Council consideration. The City Council is respectfully requested to establish June 18, 2019, as the public hearing date for the consideration of the adoption of the 3rd amendment to the Fiscal Year 2019 budget.

Financial Considerations
N/A

Oversight/Project Responsibility
Tom Pitlick, Financial Services Director

Attachments:
None

May 20, 2019

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Establish June 18, 2019 as the Public Hearing Date for a New Restaurant Liquor License No. 40 for Thai Kitchen Casper, LLC d/b/a Thai Kitchen, Located at 1120 East 12th Street.

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish June 18, 2019 as the Public Hearing date for a new restaurant liquor license No. 40 for Thai Kitchen Casper, LLC d/b/a Thai Kitchen, located at 1120 East 12th Street.

Summary
An application has been received requesting a new restaurant liquor license No. 40 for Thai Kitchen Casper, LLC d/b/a Thai Kitchen, located at 1120 East 12th Street. This is a new restaurant and its location is in the old Prairie Wind Art Gallery. The restaurant portion will open by the end of May 2019. If approved, they will be able to start serving alcohol immediately.

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

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

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
None

May 17, 2019

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Site Plan Ordinance

Meeting Type & Date
Regular City Council Meeting
June 4, 2019

Action type
Ordinance

Recommendation
That Council approve an ordinance to amend Sections 17.12.150(D) (Site Plan Approval Criteria) and 17.12.150(H) (City Council Review) of the Casper Municipal Code.

Summary
Section 17.12.150 of the Casper Municipal Code (Code) currently governs the City's approval process for Site Plans. Two subsections of Section 17.12.150, 17.12.150(D)(1) and 17.12.150(H) need amending for the following reasons:

Section 17.12.150(D)(1) refers to plans that are outdated and no longer in effect. By replacing these specific outdated plans with all plans currently adopted by Council, the Code would require site plans to maintain compliance with Council approved plans, while eliminating the need for Council to constantly update this subsection.

Section 17.12.150(H) refers to site plans that require Council approval. However, for additions to existing buildings of exactly forty-three five hundred sixty thousand square feet, both sections G and H apply, creating confusion about whether the site plan should go before Council or the Planning and Zoning Commission. To rectify this confusion, the Code should be amended so that site plans for additions to existing buildings follow the same process as site plans of new multi-family developments, public buildings, commercial buildings, industrial buildings, or churches. This code section has also been amended to clarify exactly when a building addition requires the approval of the Planning and Zoning Commission and City Council.

Financial Considerations
The proposed ordinance does not impact the City's budget.

Oversight/Project Responsibility
Not applicable

Attachments
Ordinance
Current Code Sections

Current Code Sections

Section 17.12.150

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 the 1993 Future Housing and Land Use Plan, 1995—5 Year Consolidated Housing Plan, 1985 and 1992 Neighborhood Analysis, 1983 Stormwater Management Plan, 1997 Water Facility Master Plan, 1981 201 Facility Plan, 1999 Wastewater Facility Master Plan 1998 Long Range Transportation Plan, 1998 Elkhorn Creek Stormwater Master Plan and the 2000 Casper Area Comprehensive Plan adopted by the council.

2. Promote the efficient use of land by means of a sound arrangement of buildings, safe and functional points of access, well planned parking circulation systems, and adequate sidewalks and pathways for pedestrians.

3. Provide for landscaping, and within high density housing complexes, usable open space, such as, but not limited to, bicycle paths, playground areas, courtyards, areas for active recreation, swimming pools, landscaping, gardens, walks, outdoor seating areas, outdoor picnic areas, and similar open space.

4. Preserve and utilize where possible, existing landscape features and amenities, and blend such features with the new structures and other improvements.

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, and all additions to existing buildings of forty three five hundred and sixty thousand square feet or larger, must be approved by both the planning and zoning commission and the council pursuant to the following procedure:

1. Site plan applications must be reviewed by the planning and zoning commission pursuant to the procedures set forth in Section 17.12.150(G) prior to council review in the event the planning commission denies the application, the applicant may appeal to the city council pursuant to Section 17.12.150(G);
2. Upon approval, or approval with conditions, of a site plan recommendation by the planning and zoning commission, a written notice of the date, time, and place of the council public hearing shall be mailed or delivered to the applicant and all owners of private real property within a three hundred foot radius of the perimeter of the project area, as shown on the site plan. The notice shall be mailed at least fifteen calendar days prior to the hearing date;
3. After being placed on the agenda, the application will be considered by the council at its meeting. The applicant will be given the opportunity to discuss the site plan with the

council, and other comments regarding the site plan may be made by any person in favor of or opposed to the site plan;

4. The council shall then take one of the following actions:
    i. Approve;
    ii. Approve with conditions;
    iii. Deny; or
    iv. Continue discussion of the application to a future council meeting.
5. If the site plan application is approved or approved with conditions, the applicant shall sign a site plan agreement stating the terms of approval and his willingness to comply with those terms. The agreement may then be executed by the mayor upon approval of the council. If the application is continued, it may be considered at the next regularly scheduled council meeting and the decision to approve, approve with contingencies, or deny shall be made. Appeal of decisions may be made in writing to district court within ten calendar days of written notice of the council's decision.

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 ~~the 1993 Future Housing and Land Use Plan, 1995 5 Year Consolidated Housing Plan, 1985 and 1992 Neighborhood Analysis, 1983 Stormwater Management Plan, 1997 Water Facility Master Plan, 1981 201 Facility Plan, 1999 Wastewater Facility Master Plan 1998 Long Range Transportation Plan, 1998 Elkhorn Creek Stormwater Master Plan and the 2000 Casper Area Comprehensive Plan~~ 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~~, and all additions to existing buildings IN EXCESS OF forty-three THOUSAND five hundred and sixty square feet or larger~~, must be approved by both the planning and zoning commission and the council pursuant to the ~~following~~ 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

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THOUSAND FIVE HUNDRED SIXTY SQUARE FEET OR LESS, ONLY ADMINISTRATIVE APPROVAL IS REQUIRED.

Section 3:

Deleted: ¶

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 ____ 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:

Walter Trent II

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

May 17, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: John Henley, City Attorney
Wallace Trembath, Deputy City Attorney

SUBJECT: An Ordinance Amending Sections 17.52.100 and 17.52.110 of the Casper Municipal Code Pertaining about PUD Approval

Meeting Type & Date
Regular City Council Meeting
June 4, 2019

Action type
Ordinance

Recommendation
That Council approve an ordinance to amend Sections 17.52.100 and 17.52.110 of the Casper Municipal Code to correct scrivener's errors and harmonize those sections.

Summary
This is merely a Casper Municipal Code clean-up item. Sections 17.52.100 and 17.52.110 of the Casper Municipal Code currently govern the City's approval process for PUDs. The City needs to update its PUD approval ordinance because the current ordinance contains scrivener's errors which make the sections contradictory or impossible to comply with.

The title of Section 17.52.100 indicates that the section applies to PUD's of 20,000—43,560 square feet. But, the text of 17.52.100(A) gives the commission authority over PUD's of 5,000 square feet or more. The 5,000 square feet language of 17.52.100(A) is a scrivener's error, and should change to match the title of the section.

Section 17.52.110 addresses PUD's consisting of more than twenty residential units, and commercial and industrial PUD's consisting of over 43,560 square feet of building area. A conflict exists between 17.52.110(A) and (B). 17.52.110(A) requires a public hearing to be held by the Commission within 15 working days after receipt of the required information. But, then, Section (B) requires notice of that same public hearing to be mailed and delivered at least 15 calendar days prior to the hearing. That is impossible because it takes several days to mail and deliver notice. The 15 day language of 17.52.110(A) should change to 90 days, and the first clause of 17.52.110(B) should be deleted.

Financial Considerations
The proposed ordinance does not impact the City's budget.

Oversight/Project Responsibility
Not applicable

Attachments
Ordinance
Current Code Sections

Current Code Sections

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

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

B. Within fifteen working days after submission of the required information has been made, the commission shall hold a public hearing for which public notice has been given. At such meeting, all interested parties may present testimony and evidence for and against, which is pertinent to the proposed planned unit development. Within ten calendar days after the public hearing, the commission shall approve, approve with contingencies, table, or deny the proposal and shall state the basis for its decision in writing. The commission shall also have the option of forwarding the proposal, with its comments, to the council, should it be deemed necessary.

C. Upon approval or approval with contingencies of the proposal by the commission and council, the developer shall execute a site plan agreement with the city.

D. Tabling. The commission may table the proposal until its next regular meeting, at which time the proposal shall be considered and decided.

E. Within ten working days after the commission's decision on the PUD, the council may recall and review the commission's decision and amend the same.

F. If the proposal is denied because of major deficiencies or discrepancies or because it is contrary to the purpose of this title, it may be appealed, in writing, to the council within ten calendar days of denial by the commission. If the decision is not appealed, it shall become final.

17.52.110 - Approval for PUD's consisting of more than twenty residential units, and commercial and industrial PUD's consisting of over 43,560 square feet of building area.

A. Within fifteen 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. Within fifteen working days after the submission of the required information has been made, 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.

C. The council shall then approve, table, or deny the application.

D. If the application is approved, the owner(s) may proceed with the development and shall obtain the required building permits from the office of the city engineer.

E. If the application is tabled, it shall be considered at the next regular council meeting and a determination made, unless the council, at its option and upon request of the owner(s), determines to table the proposal until a future date.

F. A denial of the proposal shall be considered final.

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 ~~consisting~~ from one to twenty residential units, and commercial and industrial PUD's ~~consisting of~~ 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 ~~consisting~~ of not more than twenty residential units, or commercial and industrial PUD's ~~consisting of five thousand square feet or more~~ 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 ~~fifteen~~ 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. ~~Within fifteen working days after the submission of the required information has been made, a~~ 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:

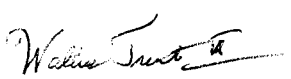
This ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the ____ 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

May 17, 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 16.08.480 of the Casper Municipal Code to harmonize with Wyoming Statutes § 15-1-501(a)(iii)

Meeting Type & Date
Regular City Council Meeting
June 4, 2019

Action type
Ordinance

Recommendation
That Council approve an ordinance to amend Section 16.08.480 of the Casper Municipal Code to harmonize with Wyoming Statutes § 15-1-501(a)(iii).

Summary
This is merely a Casper Municipal Code clean-up item. Section 16.08.480 of the Casper Municipal Code ("Code") currently gives the City's definition of a "subdivision." Wyoming Statutes § 15-1-501(a)(iii) also defines a "subdivision" in cities. The two definitions conflict. State law trumps a City ordinance in the event of a conflict. So, the City should amend its Code to eliminate the conflict between the two. An amendment to the Code has been prepared for your review and approval.

Financial Considerations
The proposed ordinance does not impact the City's budget.

Oversight/Project Responsibility
Not applicable

Attachments
Ordinance
Current Code and Statutory Sections

Current Code and Statutory Sections

1. Casper Municipal Code Section 16.08.480 – Subdivision (***emphasis*** added)

"Subdivision" means the division of a lot, tract or parcel of land into ***two or more lots***, tracts or other division of land for the purpose of transfer of ownership, for building development, or, if a new street is involved, any division of land. The term includes resubdivision of land.

(Ord. 34-84 § 1 (part), 1984: prior code § 35-1 (part))

2. W.S.1977 § 15-1-501 (***emphasis*** added)

§ 15-1-501. Definitions

(a) For the purposes of this article:

(iii) "Subdivision" means the division of a tract or parcel of land into ***three (3) or more*** parts for immediate or future sale or building development.

ORDINANCE NO. 15-19

AN ORDINANCE AMENDING SECTION 16.08.040 OF THE CASPER MUNICIPAL CODE TO HARMONIZE WTIH 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 ~~lot,~~ tract OF LAND or parcel of land into ~~two~~ THREE or more PARTS ~~lots, tracts or other division of land~~ for IMMEDIATE OR FUTURE SALE OR ~~the purpose of transfer of ownership, for~~ building development, or, if a ~~new~~ 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 ____ 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:

Walter Trembath

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

May 29, 2019

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

FROM: John Henley, City Attorney

SUBJECT: Camping Ordinance Revision

Meeting Type & Date
Regular Session
June 4, 2019

Action Type
1st Reading of Ordinance

Recommendation
That Council adopt an Ordinance amending Chapter 9.48 of the Municipal Code regarding camping in the City limits.

Summary
Current Casper Municipal Code Section 9.48.010 regarding camping in the City limits is very broad and non-specific. In the Ordinance, Camping is defined and camping on City property is prohibited (Attached).

Financial Consideration
None

Oversight/Responsibility
Keith McPheeters, Chief of Police

Attachments
Proposed Ordinance
Existing Code Section 9.48.010

9.48.010 - Camping restricted.

No person shall camp within the city, other than at a regularly established and maintained tourist camp.

(Prior code § 26-3)

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:

9.48.010 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.

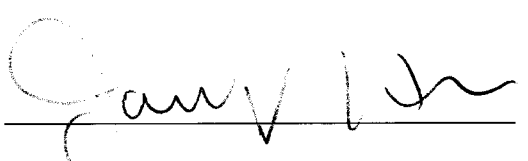
B) It is unlawful to camp on or in any property of the City of Casper.

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

May 29, 2019

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

FROM: John Henley, City Attorney JH

SUBJECT: Parking Ordinance Revision

Meeting Type & Date
Regular Session
June 4, 2019

Action Type
1st Reading of Ordinance

Recommendation
That Council adopt an Ordinance amending Chapter 10.36 of the Municipal Code to make small trailers subject to the same parking restrictions as other trailers and recreational vehicles.

Summary
Current Casper Municipal Code Section 10.36.030 A (5) (attached) exempts trailers under a certain size from the definition of recreational vehicles in the context of parking regulation. While large trailers and other RVs are currently subject to parking limitations, in part due to their impact on traffic and safe sight lines for drivers, it has been the experience of City staff that parking smaller trailers on City streets also poses a hazard to traffic, due to their small size and their resulting limited visibility to drivers.

Financial Consideration
None

Oversight/Responsibility
Craig Collins, City Planner

Attachments
Proposed Ordinance
Existing Code Provision

10.36.030 - Recreational vehicle—Defined.

A. For purposes of this chapter, "recreational vehicle (RV)" means any of the following:

1. A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, in accordance with ANSI Standards Bulletin No. 119-A;
2. A pickup camper, meaning a structure designed to be mounted on a truck chassis, for use as a temporary dwelling for travel, recreation and vacation;
3. A motor home, meaning a portable, temporary dwelling, to be used for travel, recreation and vacation, constructed as an integral part of a self-propelled vehicle;
4. A camping trailer, meaning a structure mounted on wheels and designed for travel, recreation and vacation use; or
5. A boat or trailer of any type, that is over twenty feet long, measured from the tongue, or over four and one-half feet high, including any load thereon.

(Ord. No. 12-10, § 2, 7-6-2010)

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.

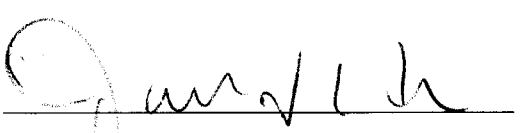
This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the ____ 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

May 16, 2019

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Public Hearing Date for a New Resort Liquor License No. 8 West Center Hospitality Ops, LLC d/b/a Platte River Saloon, Located at 123 West 'E' Street.

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, consider the application for a new Resort Liquor License No. 8 West Center Hospitality Ops, LLC d/b/a Platte River Saloon, located at 123 West 'E' Street.

Summary
This is the location of the former Parkway Plaza Hotel and Convention Center. This hotel closed in November of 2018. When the hotel closed, it relinquished the liquor license back to the City of Casper. As no liquor license is assigned to this address, it is necessary to apply for a new license.

Since its closure, the hotel has been undergoing extensive renovations. Renovations are scheduled to be complete in June of 2019. If approved by City Council, this license will be issued once all the inspections have been complete

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

Financial Considerations
None

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
Copy of Application
Affidavit of Website Publication

WLD-31 (4/17)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

Local License #: Resort #8

License Fees Annual Fee: $ 1500.00

Prorated Fee: $ 1125.00

Transfer Fee: $

Publishing Fee: $ 84.84

Publishing Fee Direct Billed to Applicant: ☑

Date filed with clerk: 05 / 02 / 2019

Advertising Dates: (2 Weeks) May 23 & May 25

Hearing Date: 06 / 04 / 2019

License Term: 06 / 05 / 19 (Month Day Year) Through 03 / 31 / 2020 (Month Day Year)

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

Applicant: West Center Hospitality OPS LLC

Trade/Business Name (dba): Platte River Saloon

Building to be licensed/Building Address: 123 West E Street (Number & Street)

Casper (City) WY (State) 82601 (Zip) Natrona (County)

Mailing Address: 123 West E Street (Number & Street or P.O. Box)

Casper (City) WY (State) 82601 (Zip)

Business Telephone Number: (307) 439-2074 Fax Number: ( )

E-Mail Address: Tabitha@casperclacion.com

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

Please see attached

FILING FOR

☑ NEW LICENSE

☐ TRANSFER OF LOCATION

☐ TRANSFER OWNERSHIP ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY:

FILING IN (CHOOSE ONLY ONE)

☑ CITY OF: Casper

☑ COUNTY OF: Natrona

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☑ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

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

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

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

SPECIAL DESIGNATIONS
☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☒ RESORT

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

☑ FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec.

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from ____ to ____

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from ____ to ____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

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

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

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

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

(A) When the lease expires, located on page____paragraph____of lease.

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

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

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
   (a) Hold any interest in the license applied for? ☐ YES ☑ NO
   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☑ NO
   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☑ NO
   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within: _____

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

5. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102 (a) (ii) & (iii)
   Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Paul Diamond	9/27/64	12006 Navy St Los Angeles CA 90066	(310) 200 1642	YES ☐ NO ☑	YES ☐ NO ☑	YES ☐ NO ☑
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)
   Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

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

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

7. BAR AND GRILL LICENSE:

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

8. RESTAURANT LICENSE:

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

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

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

9. RESORT LICENSE:

Does the resort complex:

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

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

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

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

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

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

10. MICROBREWERY LICENSE:

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

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

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

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

11. WINERY LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

13. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

14. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

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

15. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

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

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

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

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

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

REQUIRED ATTACHMENTS:

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

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

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

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

OATH OR VERIFICATION

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

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

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

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

	(Signature)	(Printed Name)	Title
1)	[signature]	Paul Diamond	Authorized Signatory of Manager of owner and Sole member.
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal:

* Please SEE Attachment from Notary Public

Signature of Notary Public

(SEAL)

My commission expires:_____

City Clerk's Office
City of Casper

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

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

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 05/23/2019 and ended on 06/05/2019 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills-Laatsch Date: 05/17/2019

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

17th day of May, 2019

Christa K Wiggs

NOTARY PUBLIC
CHRISTA K. WIGGS
COUNTY OF NATRONA
STATE OF WYOMING
23 May 2019

Provide to City of Casper Central Records

West Center Hospitality Ops, LLC

Notice is hereby given that on the 2nd day of May, 2019, West Center Hospitality Ops, LLC d/b/a Platte River Saloon applied for a new Resort Liquor License No. 8 in the office of the Clerk of the City of Casper, Wyoming for the following described place 123 West 'E' Street, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 4th day of June, 2019 in the City Council Chambers at 200 North David.

Dated: May 16, 2019

ORDINANCE NO. 10-19

AN ORDINANCE AMENDING A PORTION OF CHAPTER 10.36.031--MOBILE VENDOR PARKING

WHEREAS, the current Casper Municipal Code regarding the Mobile Vendor Parking requires a correction to allow the reservation of parking spots; and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Section 10.36.031(c)(8) is amended as follows:

Section 10.36.031(C)(8) shall be amended to remove a line and insert a line which reads:

"Signs informing the public, of the reserved spacing pursuant to a MVPP, may be posted on the curb or sidewalk of reserved street parking spaces, ~~but such signs cannot be displayed until 30 minutes before the start time of the permit.~~ and the City Manager, or his or her designee, shall determine the earliest time that the sign may be placed."

This Ordinance shall become effective on _____, 2019.

PASSED on 1st reading the 7th day of May, 2019.

PASSED on 2nd reading the 21st day of May, 2019.

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

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ORDINANCE NO. 11-19

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

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

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

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

Therefore, Section 15.40.010 shall state:

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

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

E. Chapter 319.1 General to be amended to read:

"Mobile food preparation vehicles, food stand, push carts or trailers that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section. However, non-enclosed food preparation vehicles, food stands, push carts and trailers are not required to install an exhaust hood and/or a fire protection system."

Appeals of Casper Fire Department inspections pursuant to this section shall be made to the City Council of Casper, which shall act as the board of appeal. Any person or entity adversely affected may appeal the fire department's decision, with regard to the suitability of alternate materials, methods of construction or interpretation of the building, mechanical, electrical, plumbing and fire codes and amendment thereto adopted by the city. Appeal shall be commenced by the person by giving written notice of such appeal and stating therein the decision and reasons for the appeal to City Council as board of appeals within a period of five working days of the decision. The Casper Fire Department shall present, in writing, to the Casper City Council as board of appeals, within five working days thereafter, all facts and laws pertaining to the decision rendered by it.

The Casper City Council, as board of appeals, shall, within thirty calendar days thereafter, hold a hearing and follow the hearing procedures set forth:

1. When an appeal is requested by an applicant, the City Council, as board of appeal, shall set a time, date and place for such hearing, and so notify the appealing party and the fire department in writing. Such notice shall include a statement of:

i. The time, place and nature of the hearing.

ii. A copy of the written request for appeal and the fire department's response shall be attached as exhibits.

2. When a hearing is conducted, all interested parties may be in attendance and present testimony and exhibits and authorities upon which the parties rely. Each party may question witnesses.

3. Upon completion of the hearing, the City Council or board shall render its decision, either affirming or reversing the decision of the fire department, or reversing in part or with qualifications of the decision of the fire department.

This Ordinance shall be effective _____, 2019.

PASSED on 1st reading the 7th day of May, 2019

PASSED on 2nd reading the 21st day of May, 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

ORDINANCE NO. 12-19

AN ORDINANCE AMENDING CHAPTER 12.24.030
OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code regarding sidewalk obstructions requires updating; and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 12.24.030 of the Casper Municipal Code is hereby amended as follows:

Paragraph B shall be amended with the addition of the following at the end of Paragraph B:

.... "or to authorize a non-permanent modification of the sidewalk or a portion thereof by the adjacent property owner for purposes of public safety and upon written agreement with the property owner and City Council approval."

This Ordinance shall be effective _____, 2019.

PASSED on 1st reading the 7th day of May, 2019

PASSED on 2nd reading the 21st day of May, 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

May 17, 2019

TO: J. Carter Napier, City Manager

FROM: John Henley, City Attorney
Wallace Trembath, Deputy City Attorney

Subject: Authorizing a 10-Year Agreement with Thomson Reuters for Westlaw Print Research Services for the City Attorney's Office.

Meeting Type & Date
Regular City Council Meeting
June 4, 2019

Action type
Resolution

Recommendation:
That Council, by resolution, authorize the 10-year Agreement with Thomson Reuters for Westlaw internet legal research services for the City Attorney's Office.

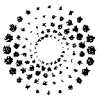
Summary:
The City Attorney's Office subscribes to Westlaw print research services through Thomson Reuters for Wyoming statutes, Wyoming and federal court rules, and other materials for its legal research needs. The Agreement for these services will expire shortly. It is advantageous to the City to renew the Agreement for 10 years, as it, over the course of the ten-year term, saves the City $15,314 compared to 1-year at a time subscription rates.

Financial Considerations
The total estimated subscription cost under the Agreement is $1,701.96 for the first annual term, with each annual renewal term thereafter capped at a 1% increase. The ten-year subscription plan is further subject to a "non-availability of funds" clause for government subscribers. This clause allows the City to cancel the Agreement in the event the there is a lack of funding for the service.

Oversight/Project Responsibility
John Henley

Attachments
A copy of the Agreement is included for your review, along with a resolution authorizing the Mayor to execute the Agreement on behalf of the City.

WEST ORDER FORM – For West Complete Print and ProView eBook Products Only
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000



THOMSON REUTERS™

REQUIRED

Check West account status below as applicable: Rep Name & Number Mark Linden C233987

New ☐ (NACI Form attached) **Existing with Increase Credit Limit** ☐ (NACI Form attached)

Existing with no changes ____ **Existing with changes** ____ (Permanent name change must attach a Customer Name Change Form)

Acct # _____ Quote # _____ PO # _____ Date _____

Name/Subscriber 1000497041 Bill To Acct # _____

Order Confirmation Contact Name CASPER CITY ATTORNEY

E-Mail wtrembath@casperwy.gov

Westlaw Password Contact Name (for password delivery) _____

E-Mail _____

IF NEEDED

Permanent Address Change ☐ **One-Time Ship To** ☐ **Additional Ship To** ☐ **Additional Bill To** ☐

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

West Complete Print

Program ID: **WCMP**

Full Svc #	Print Products	List Charges	Other	Monthly Charges
40666420	West Complete			

See Attachment (988.dot) for print product detail, which is incorporated by reference.

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes Subscriber's ("you" or "I") order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the term of complete calendar months you initial below ("Minimum Term").

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have 60 days to choose a replacement title of equal or lesser value.

Initial below to select the Minimum Term.

_____**24 month Minimum Term**. Monthly Charges for the second 12 months will be 8% over the first 12 months.

_____**36 month Minimum Term**. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

_____**Initials for Automatic Renewal Term.** I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Each Automatic Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Automatic Renewal Term starts unless we notify you of a different rate at least 90 days before the Automatic Renewal Term. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

West Complete Print Renewals

Sub Matl #	Print Products	Current Monthly Charges *
40666551	West Complete	$140.43

Notes:

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above and may include products from Attachment (988.dot) which, if applicable, is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any of your West Complete Print products during any Renewal Term, the Monthly Charges will not be adjusted.

Initial below to select Renewal Term.

_____**24 month Renewal Term.** Monthly Charges for the first 12 months will be 8% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 6% over the first 12 months.

_____**36 month Renewal Term.** Monthly Charges for the first 12 months will be 5% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

_____**Initials for Automatic Renewal Term.** I understand that West will continue to provide subscription services for the products listed above after the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Each Automatic Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Automatic Renewal Term starts unless we notify you of a different rate at least 90 days before the Automatic Renewal Term. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

ProView eBook Users

Last Name	First Name, M.I.	ProView eBook Product(s)	*Optional E-Mail Address

*An e-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

Miscellaneous

1. Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. Settling a Disputed Balance. Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

3. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

4. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. Transportation Charges. Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rates.

7. Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

8. Assignment. This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

9. Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

10. Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/TR-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name Charles Powell

Title Mayor - City of Casper

Date June 4, 2019

Signature X

For Credit Card Transactions only: **Visa** ☐ **Master Card** ☐ **Am Ex** ☐

Card # _____ **Expir. Date** _____ **Total Amt. to Charge for this Order** _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

THOMSON REUTERS

Addendum to West Order Form
60 or 120 Month Renewal Term-Renewals Only for West Complete and Library Savings Plan or New Sales and Conversions for Assured Print Pricing

Subscriber: Casper City Attorney

Account #: 1000497041

1. **Effect of Addendum**. The West Order Form is amended to incorporate the terms of this Addendum. As amended, the West Order Form remains in full force and effect. If there is a conflict between the West Order Form and this Addendum, the terms and conditions of this Addendum control.

2. **Modification to Order Form**.

Initial below to select the Renewal Term:

____ **60 Month Renewal Term.** Monthly Charges for the first 12 months will be 3% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 3% over the first 12 months; Monthly Charges for the third 12 months will be 3% over the second 12 months; Monthly Charges for the fourth 12 months will be 3% over the third 12 months; Monthly Charges for the fifth 12 months will be 3% over the fourth 12 months.

____ **120 Month Renewal Term.** Monthly Charges for the first 12 months will be 1% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 1% over the first 12 months; Monthly Charges for the third 12 months will be 1% over the second 12 months; Monthly Charges for the fourth 12 months will be 1% over the third 12 months; Monthly Charges for the fifth 12 months will be 1% over the fourth 12 months; Monthly Charges for the sixth 12 months will be 1% over the fifth 12 months; Monthly Charges for the seventh 12 months will be 1% over the sixth 12 months; Monthly Charges for the eighth 12 months will be 1% over the seventh 12 months; Monthly Charges for the ninth 12 months will be 1% over the eighth 12 months Monthly Charges for the tenth 12 months will be 1% over the ninth 12 months.

If a print title is no longer commercially available, you may choose a replacement West title of equal or lesser value.

Except as modified in this Addendum, all other terms and conditions of the Order Form remain unchanged.

West, a Thomson Reuters business	**Subscriber**
_____	Signed: _____
Accepted by: _____	Name (please print) Charles Powell
Title: _____	Title: Mayor- City of Casper
Date: _____	Date: June 4, 2019

West Order Form Attachment
West Complete Additional Components
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

THOMSON REUTERS

This Attachment is incorporated by reference into and made a part of the underlying Order Form.

Account #	1000497041	Account Name	CASPER CITY ATTORNEY

Sub/Full Svc #	Print Products	Quantity	New or Existing
12370848	FEDERAL CIV RULES HNDBK SUB	1	Existing
21061301	FED CIV JUD PROC & RULES SUB	1	Existing
40274136	WY CR S/F V1-2 SUB (Wyoming Court Rules-Federal & State)	1	Existing
40274136	WY CR S/F V1-2 SUB (" " " " " " "	3	Existing
40576331	WY STAT SUB	4	Existing

THOMSON REUTERS

Government Accounts Only

Non Availability of Funds Addendum to Order Form for West Complete and Assured Print Pricing

Subscriber: CASPER CITY ATTORNEY

Account #: 1000497041

Date of Order Form: 5/10/2019

After the initial 12 months, you may cancel with 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document (e.g., executive order, an officially printed budget, or other official communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

West Publishing Corporation		**Subscriber**	
		Signed	
Accepted By		Name (please print)	Charles Powell
Title		Title	Mayor - City of Casper
Date		Date	June 4, 2019

RESOLUTION NO. 19-90

A RESOLUTION APPROVING A 10-YEAR AGREEMENT WITH THOMSON REUTERS FOR WESTLAW PRINT LEGAL RESEARCH SERVICES FOR THE CITY ATTORNEY'S OFFICE.

WHEREAS, the City Attorney's Office subscribes to print research services through Thomson Reuters for Wyoming statutes, Wyoming and federal court rules, and other materials for its legal research needs;

WHEREAS, the Agreement for those services is expiring shortly; and,

WHEREAS, for cost savings, it is advantageous for the City to renew the Agreement for 10-years; and,

WHEREAS, the total estimated yearly subscription cost under the Agreement is $1,701.96 for the first annual term, with each annual renewal term thereafter subject to a 1% increase; and,

WHEREAS, a 10-year subscription plan is further subject to a "non-availability of funds" clause for government subscribers, which allows the City to cancel the Agreement if there is a future lack of funding for these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute the *West Order Form*, *Addendum to West Order Form* and associated documents for the City Attorney's Office print research services.

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

APPROVED AS TO FORM:

Walter Trent II

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

May 29, 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 Ash Street Commons, and the associated Ash Street Commons Subdivision Agreement.

Meeting Type & Date:
Regular Council Meeting, June 4, 2019.

Action Type:
Resolution.

Recommendation:
The Planning and Zoning Commission recommends that Council, by resolution, approve the vacation and replat of Casper Addition Blocks 1-12, Block 1, Lots 20-22, as Ash Street Commons, and the associated Ash Street Commons Subdivision Agreement.

Summary:
Ashby Construction Inc. has applied for a replat of three (3) lots, located at the northeast corner of West Midwest Avenue and South Ash Street, to create the Ash Street Commons Addition. The property is zoned OYDSPC (Old Yellowstone District and South Poplar Street Corridor Form Based Code). The applicant recently renovated the structure known formerly as "Milo's Toyota," situated on proposed Lot 4. Proposed Lots 1-3 are currently undeveloped, but will be under construction in the near future as three separate live-work units, with store fronts facing Ash Street, and dwelling units on the second story. The proposed lots range in size from roughly 2,400 square feet, up to approximately 5,000 square feet. The OYDSPC zoning district does not have any minimum lot size requirements.

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

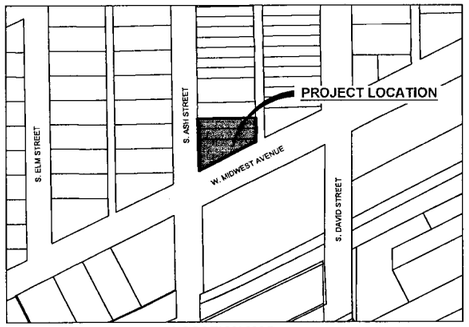
Ash Street Commons Replat

PLAT OF

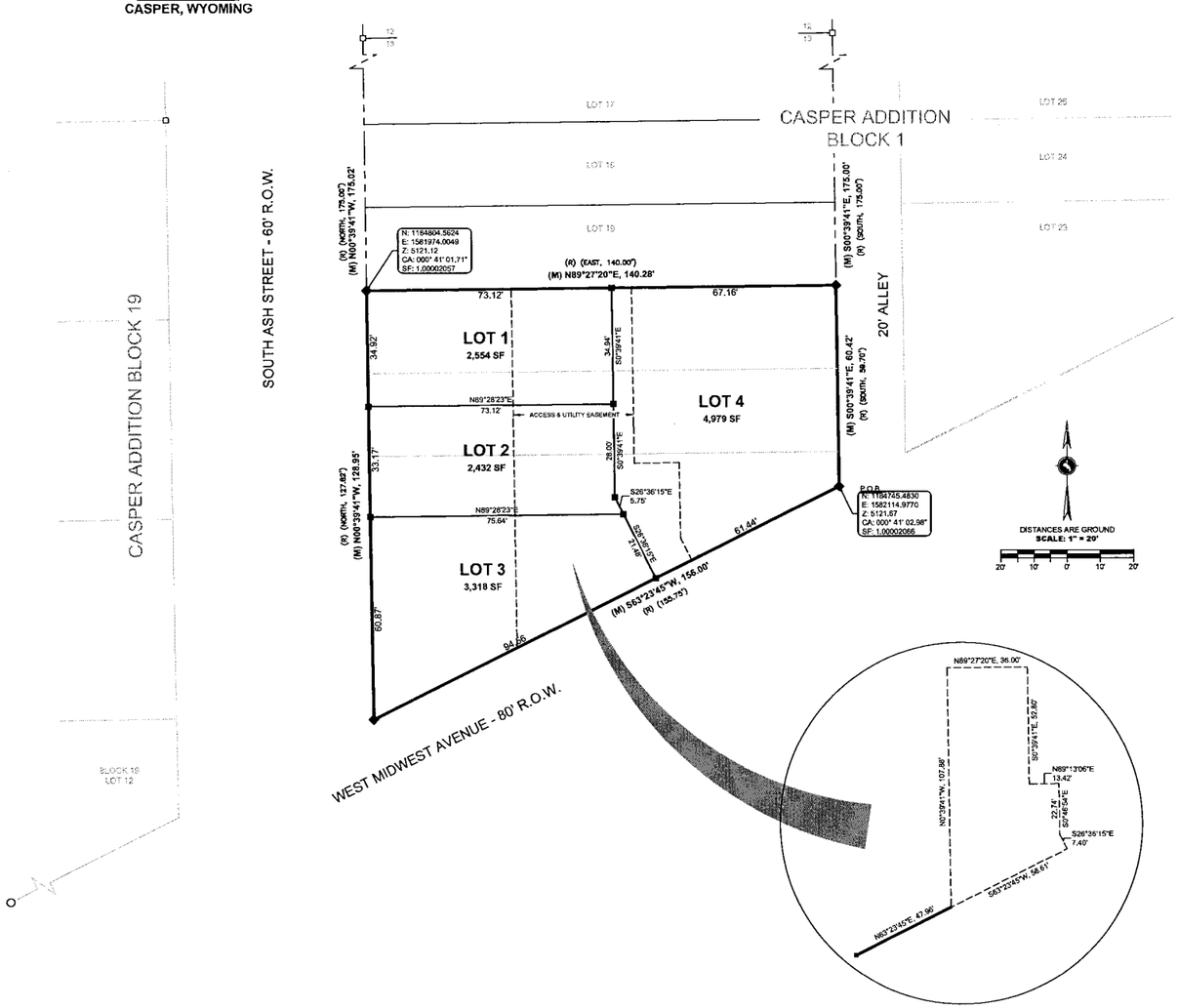
ASH STREET COMMONS

TO THE CITY OF CASPER, WYOMING

BEING A VACATION & REPLAT OF CASPER ADDITION BLOCKS 1-12, BLOCK 1, LOTS 20-22, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4NW1/4) OF SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST, 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING



LOCATION MAP
CASPER, WYOMING



ACCESS & UTILITY EASEMENT
Scale: 1" = 30'

CERTIFICATE OF DEDICATION.

THE UNDERSIGNED, DAVID M. KELLY, PRESIDENT OF ASHBY CONSTRUCTION INC., HEREBY CERTIFIES THAT HE IS THE OWNER AND PROPRIETOR OF THE ABOVE OR FOREGOING BLOCK 1, LOTS 20-22 OF THE CASPER ADDITION BLOCKS 1-12, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4NW1/4) OF SECTION 9, T.33N., R.79W. OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PARCEL BEING DESCRIBED, SAID POINT BEING MONUMENTED WITH A BRASS CAP; THENCE S.63°23'45"W., 156.00 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF THE WEST MIDWEST AVENUE RIGHT-OF-WAY TO A POINT MONUMENTED WITH A BRASS CAP; THENCE N.00°39'41"W., 128.95 FEET ALONG THE WESTERLY LINE OF SAID PARCEL AND THE EASTERLY LINE OF THE SOUTH ASH STREET RIGHT-OF-WAY TO A POINT MONUMENTED WITH A BRASS CAP; THENCE N.89°27'20"E., 140.28 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF BLOCK 1, LOT 19 OF CASPER ADDITION BLOCKS 1-12 TO A POINT MONUMENTED WITH A BRASS CAP; THENCE S.00°39'41"E., 60.42 FEET ALONG THE EASTERLY LINE OF SAID PARCEL AND THE WESTERLY LINE OF AN ALLEY TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.30 ACRES MORE OR LESS.

THE VACATION AND REPLAT OF THE FOREGOING DESCRIBED LANDS IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE ABOVE NAMED OWNER AND PROPRIETOR. THE NAME OF SAID VACATION AND REPLAT SHALL BE KNOWN AS **"ASH STREET COMMONS"** TO THE CITY OF CASPER, WYOMING. UTILITY EASEMENTS, AS SHOWN HEREON ARE HEREBY RESERVED FOR THE PURPOSES OF CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITY LINES, CONDUITS, VAULTS, PEDESTALS AND OTHER UTILITY APPURTENANCES. THE ACCESS EASEMENT AS SHOWN HEREON IS HEREBY RESERVED FOR THE PURPOSES OF INGRESS, EGRESS AND PARKING BY THE OWNERS AND OCCUPANTS OF ASH STREET COMMONS, LOTS 1A - 4A ONLY.

EXECUTED THIS_____ DAY OF_____, 2019.

BY:_____
DAVID M. KELLY, PRESIDENT, ASHBY CONSTRUCTION INC.

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY DAVID M. KELLY, PRESIDENT, ASHBY CONSTRUCTION INC.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

LEGEND

- □ RECOVERED ALUMINUM CAP
- ○ RECOVERED REBAR
- ■ SET ALUMINUM CAP (PLS 5529)
- ◆ SET BRASS CAP (PLS 5529)
- SUBDIVISION BOUNDARY
- PROPERTY LINE
- PROPERTY LINE (ADJACENT AND EXISTING)
- EASEMENT LINE
- (M) S00° 53' 28"E, 70.02' MEASURED BEARING AND DISTANCE
- (R) (S02°40'54"W, 77.56') RECORDED BEARING AND DISTANCE

NOTES

1. PLAT CLOSURE RATIO: 1:158,376
2. DISTANCES ARE GRID (GROUND DISTANCE - U.S. FOOT).
3. BASIS OF BEARING: WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983
4. COORDINATES REFER TO CITY OF CASPER GIS DATUM, WYOMING STATE PLANE COORDINATES, EAST CENTRAL ZONE, NAD83/86 AND ELEVATIONS REFER TO NAVD88.
5. ELEVATIONS ARE FOR REFERENCE ONLY AND ARE NOT TO BE USED AS BENCHMARKS.

APPROVALS

APPROVED: PLANNING AND ZONING COMMISSION CASPER, WYOMING

THIS _____DAY OF _____, 2019 AND FORWARDED TO THE CITY COUNCIL OF CASPER, WYOMING WITH RECOMMENDATION THAT SAID PLAT BE APPROVED.

COMMISSION CHAIRMAN _____ SECRETARY _____

APPROVED: CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY RESOLUTION NUMBER _____, DULY PASSED, ADOPTED AND APPROVED ON THIS _____DAY OF _____, 2019.

MAYOR _____ ATTEST: CITY CLERK _____

INSPECTED AND APPROVED ON THIS _____ DAY OF _____, 2019.

CITY ENGINEER _____

INSPECTED AND APPROVED ON THIS _____ DAY OF _____, 2019.

CITY SURVEYOR _____

CERTIFICATE OF SURVEYOR

I, JAMES F. JONES, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF **"ASH STREET COMMONS"**, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, AND THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION ON OCTOBER 10 & 15, 2018, AND THAT THIS PLAT TO THE BEST OF MY KNOWLEDGE AND BELIEF CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

Professional Land Surveyor
James F. Jones
5529
Date
WYOMING

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY JAMES F. JONES.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

ECS ENGINEERS

Environmental and Civil Solutions, LLC
111 West 2nd Street, Suite 600
Casper, WY 82601
Phone: 307.337.2883
www.ecsengineers.net

PROJECT NO. 180016

OWNER:
ASHBY CONSTRUCTION, INC.
274 WEST MIDWEST AVENUE
CASPER, WY 82601

SURVEYOR:
FIELD: ECS/CEPI
REVIEW: JAMES F. JONES, P.L.S.

DATE DRAWN:
04.05.2019

DRAWN BY:
MFM

ASH STREET COMMONS
SUBDIVISION AGREEMENT

This Subdivision Agreement ("Agreement") is made and entered into this 4th day of June, 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. Ashby Construction Inc., 274 West Midwest Ave., 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 applied for a vacation and replat of Casper Addition Blocks 1-12, Block 1, Lots 20-22, to create the Ash Street Commons Addition, comprising 0.30-acres, more or less.

C. A plat of Ash Street Commons ("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:

Ashby Construction Inc.
Attn: David Kelley
813 CY Avenue
Casper, WY 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 Trauternicht

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

By: [signature] President

Printed Name: David Kelley

Title: President

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 21st day of May, 2019, by David Kelley as the President of Ashby Construction Inc.

(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]

RESOLUTION NO. 19-91

A RESOLUTION APPROVING THE VACATION AND REPLAT OF CASPER ADDITION BLOCKS 1-12, BLOCK 1, LOTS 20-22, AS ASH STREET COMMONS, AND THE ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, an application has been made to replat Casper Addition Blocks 1-12, Block 1, Lots 20-22, as Ash Street Commons, comprising 0.30-acres, more or less, and creating four (4) lots; and,

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

WHEREAS, the governing body of the City of Casper finds that the above described 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 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 Ashby Construction Inc.

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

APPROVED AS TO FORM:

Walter Trembath IV

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

Template 9/26/17

May 31, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Resolution Approving a Deed Restriction Agreement for Lots 29-33, Block 6, North Casper Addition

Meeting Type & Date:
Regular Council Meeting, June 4, 2019.

Action Type:
Resolution.

Recommendation:
That Council, by resolution, approve a Deed Restriction Agreement for Lots 29-33, Block 6, North Casper Addition, to prevent the conveyance of a garage separately from the principal residence.

Summary:
Warren and Laura Gamble applied for, and were granted a Conditional Use Permit to construct a detached garage on lots contiguous with, and adjacent to their residence located at 1175 North Washington Street. The property consists of five (5) individual, platted lots zoned R-3 (One to Four Unit Residential). The home is situated on Lots 29, 30 and 31, and the proposed garage would be located on Lots 32 and 33.

Section 17.12.121(H) of the Municipal Code states:

> "Where multiple lots of record have continuous frontage and are under single ownership, detached garages and/or accessory buildings may be constructed on a separate lot which is adjacent to and contiguous to the lot which the principal building is located, subject to all other requirements of this section and after approval of a Conditional Use Permit."

The intent of the requirement is to ensure that garages are not conveyed separately from the principal dwelling. Detached accessory buildings, by definition, must always be associated with a residence, and are not permitted as standalone structures. As one of the conditions of approval, the Planning and Zoning Commission is requiring that the owners enter into a Deed Restriction Agreement in order to formally tie the lots together as a single unit.

Financial Considerations:
Not Applicable.

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

Attachments:
Resolution
Deed Restriction Agreement

DEED RESTRICTION AGREEMENT

This Deed Restriction Agreement ("Agreement") is signed on this 4th day of June, 2019, by and between these parties:

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

2. Warren Scott Gamble and Laura Ann Gamble (the "Owners"), husband and wife, 1157 North Washington, Casper, Wyoming 82601

Throughout this document, the City and the Owners may be collectively called the "parties."

RECITALS

A. The Owners are the owners of Lots 29, 30, 31, 32 and 33, Block 6, North Casper Addition to the City of Casper, Natrona County, Wyoming, with all the improvements thereon, as evidenced by that Trustee's Deed recorded with the Natrona County Clerk as Instrument No. 1037594 on October 5, 2017.

B. The Owners have a principal residence built on lots 29-31 of the above-enumerated lots.

C. The Owners want to construct a shop building (without a residence) across Lots 32-33 of the above-enumerated lots, and have applied for a conditional use permit to do so.

D. All of the above-enumerated lots of record are zoned R-3 (one to four unit residential), have continuous frontage, and are under single ownership; and, Lots 29-31 are adjacent and continuous to lots 32-33.

E. Under Casper Municipal Code Section 17.21.121 (H), when multiple lots of record have continuous frontage and are under single ownership, detached garages and/or accessory buildings may be constructed on a separate lot which is adjacent and continuous to the lot upon which the principal building is located, subject to all other Casper Municipal Code ("Code") Requirements and after approval of a conditional use permit.

F. The purpose of Casper Municipal Code Section 17.21.121 (H) is to prevent an owner from conveying the lots with the garage or accessory building (in this case, a shop) separately from the principal residence; circumventing Code Section 17.21.121 (D) and (I), which require a residential building to be on-site before a garage or accessory building is allowed.

G. To safeguard compliance with Code Section 17.21.121 (H), a condition of the conditional use permit will be that the Owners must execute this Agreement to prevent selling the lots with the shop building separately from the principal residence.

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

1. INCORPORATION OF RECITALS

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

2. DEED RESTRICTION COVENANT

The Owners agree and covenant that for so long as Lots 32-33 have a shop (without a residence) on them, Lots 32-33 shall not be conveyed or transferred separately from Lots 29-31. All five (5) Lots must be sold as one (1) unit for so long as the shop exists. However, Lots 32-33 may be conveyed separately if Lots 32-33 have a residence on them; if the shop building on them is removed, or if the zoning applicable to the use of Lots 32-33 changes such that having a garage (without a residence) on Lots 32-33 is a conforming use. This covenant shall be binding upon and run with the land set forth herein.

3. BUILDING PERMIT

Upon approval of both a conditional use permit by the Planning and Zoning Commission and execution of this Agreement, the City agrees to issue a building permit for the shop building for Lots 32-33, all in accordance with the Casper Municipal Code.

4. GENERAL TERMS AND CONDITIONS

A. 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.

B. 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 to create such status. The rights, duties and obligations 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.

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 in Natrona County, Wyoming.

D. Complete Agreement. This Agreement represents the entire and integrated Agreement between the parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both parties.

E. Successors. This Agreement shall be binding upon the Owner's personal representatives, heirs, successors, and assigns.

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

APPROVED AS TO FORM

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

PROPERTY OWNER (HUSBAND)

Warren Scott Gamble

PROPERTY OWNER (WIFE)

Laura Ann Gamble

STATE OF WYOMING

COUNTY OF NATRONA

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

Witness my hand and official seal.

(Seal, if any)

_____
(Signature of notarial officer)

_____
Title (and Rank)

[My commission expires: _____]

STATE OF WYOMING

COUNTY OF NATRONA

This instrument was acknowledged before me on May 23rd, 2019, by Warren Scott Gamble and Laura Ann Gamble, husband and wife, as the Owners of the above-described property.

Witness my hand and official seal.

(Seal, if any)

Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

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

[My commission expires: 11/20/20]

RESOLUTION NO.19-92

A RESOLUTION APPROVING A DEED RESTRICTION AGREEMENT FOR LOTS 29, 30, 31, 32 AND 33, BLOCK 6, NORTH CASPER ADDITION TO THE CITY OF CASPER.

WHEREAS, Warren Scott Gamble and Laura Ann Gamble are the owners of Lots 29, 30, 31, 32 and 33, Block 6, North Casper Addition to the City of Casper, Natrona County, Wyoming, with all the improvements thereon, as evidenced by that Trustee's Deed recorded with the Natrona County Clerk as Instrument No. 1037594 on October 5, 2017; and,

WHEREAS, the owners were granted approval of a Conditional Use Permit to construct a garage on lots 32-33, Block 6, North Casper Addition, by the Casper Planning and Zoning Commission, following a public hearing on May 16, 2019; and,

WHEREAS, as one condition of approval, owners are required to execute a Deed Restriction Agreement in order to prevent the conveyance of the lots with the garage separately from the principal residence, circumventing Code Section 17.21.121 (D) and (I), which require a residential building to be on-site before a garage or accessory building is allowed.

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 and the *Deed Restriction Agreement* between the City and Warren Scott Gamble and Laura Ann Gamble.

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

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

APPROVED AS TO FORM:

Walter Trembath

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

May 21, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing a Cooperative Agreement with the Wyoming Department of Transportation for Construction Activities for the South Poplar Street and West 1st Street Utilities Project, No. 17-072

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action Type
Resolution

Recommendation:
That Council, by resolution, authorize a Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for construction activities for the South Poplar Street and West 1st Street Utilities Project, No. 17-072, in the amount of $1,498,500.

Summary:
WYDOT is preparing to reconstruct South Poplar Street between West 1st Street and Collins Drive. This project includes replacement of the bridge over the North Platte River to include pedestrian sidewalks and reconstruction of the intersection at South Poplar Street and West 1st Street for additional turn lanes.

The City owns and maintains water and sewer mains within this project corridor that are over 25 years old and approaching the end of their service life. WYDOT was approached to include the replacement of these mains during their reconstruction operations. Utility replacements will include both the water and sanitary sewer mains currently strung beneath the Poplar Street Bridge, and relocation of the sanitary sewer lift station at the southeast corner of Poplar Street and West 1st Street. The cost to replace these utilities, including WYDOT's overhead and construction administration fees, is estimated to be $1,498,500.

Under the terms of a cooperative agreement with WYDOT, WYDOT will acquire all necessary construction permits and easements necessary to complete the work and provide engineering services during construction. The cooperative agreement spells out the project limits, responsibilities of WYDOT and the City, and the funding arrangements.

Financial Considerations
The City's funding for this project will come from One Cent #16 funds allocated to water projects and from sewer fund reserves.

Oversight/Project Responsibility
Ethan Yonker, Associate Engineer

Attachments
Resolution
Cooperative Agreement

COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CASPER

State Project ARSCT N212A04
Casper Streets
Poplar Street and West 1st Street
Natrona County

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Casper (City), whose address is 200 North David Street, Casper, Wyoming 82601.

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the City and WYDOT desire to participate in the construction of water and sanitary sewer mains. WYDOT has heretofore designated the location and the City has approved the location for the construction of the water and sanitary sewer mains beneath the Poplar Street Bridge and at the corner of Poplar Street and West 1st Street as shown on Exhibit "A", Location Map, which is attached to and incorporated into this Agreement by this reference. This Agreement is combined with WYDOT projects NHPP N212121, which involves modification of the intersection, and STP-E N212125, which involves decorative lighting, street trees and landscaping enhancements. WYDOT, the City, and the traveling public shall derive a benefit and advantage by reason of having the water and sanitary sewer mains constructed.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the completion of the project. All services shall be completed during this term.

4. **Participation of Project Costs**

   A. The City agrees to pay WYDOT the entire actual cost of this project including all indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA), within forty-five (45) days after billing for the water and sanitary sewer mains, which estimated costs are more particularly set forth on the Exhibit "B", Cost Summary, which is attached to and incorporated into this Agreement by this reference. ICAP is a rate built into WYDOT's accounting system for overhead expenditures for administering a project. The ICAP rate is developed by WYDOT and approved by the FHWA, with the new rate taking effect immediately. The current rate of eleven percent (11%) is effective until September 30, 2020 at which time the rate

is subject to change based on FHWA approval. The ICAP rate will be charged on total direct costs on this project, as shown on the Exhibit "B".

B. The costs shown on the Exhibit "B" are estimates only and the City understands that the final costs may be higher or lower. If the actual costs go over by twenty percent (20%) of the total estimated costs, both parties must agree and sign an amendment for the additional costs.

C. WYDOT will bill the City on a monthly basis unless otherwise agreed upon between the parties.

D. No payment shall be made for work performed before the Effective Date of this Agreement.

5. Responsibilities of the Parties and General Conditions of Preliminary Engineering, Right-of-way Acquisition, Utility Adjustments, Letting, Construction Engineering, Construction and Maintenance.

A. The City, or an engineering consultant selected by the City, shall conduct preliminary survey work, engineering investigations, environmental and right-of-way studies and will develop final design plans and estimates necessary to construct the water and sanitary sewer mains for this project.

B. WYDOT, or an engineering consultant selected by WYDOT, shall acquire all necessary construction permits and permanent easements necessary to construct the water and sanitary sewer mains shown on Exhibit "A". The City shall keep easements across private property in force for perpetuity.

C. The City shall submit a letter to WYDOT designating a qualified project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the completion of water and sanitary sewer mains for this project.

D. WYDOT agrees to make all arrangements for the adjustment and/or relocation of utilities in conflict with this project. Arrangements will be made by separate agreement(s) with the affected utility owner(s) not covered by this Agreement. Utility relocation costs will be pro-rated according to the most recent State, County or Municipal policies and regulations.

E. The City shall be given the opportunity to approve the estimates prior to the advertisement of bids by WYDOT. Likewise, the City shall be asked to concur in the award of this project to the lowest qualified bidder. As a result of signing the letter of concurrence, the City agrees to the amended costs to match the actual bid amount. Said concurrence letter, which is incorporated into this Agreement by this reference, and Exhibit "B", shall become part of this Agreement.

F. Upon completion and acceptance of this project, the City shall maintain, at its sole expense, all features constructed under this Agreement. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition.

G. Upon completion and acceptance of the project by WYDOT and the City, the City shall return, within thirty (30) days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, or any other required WYDOT documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the project will be transferred to the City. The City shall then be responsible for all storm water runoff on the project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the project by the City. In the event petroleum contaminated soil or water is encountered on this project, the required work associated with mitigation of the contamination will become part of this project.

6. General Provisions

A. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.

D. **Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement.

E. **Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The City shall cooperate fully with other contractors and WYDOT in all such cases.

F. **Compliance with Laws.** The City shall keep informed of and comply with all applicable, federal, state and local laws and regulations in the performance of this Agreement.

G. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when the City receives a request for information subject to this Agreement, the City shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.

H. **Entirety of Agreement.** This Agreement, consisting of eight (8) pages; Exhibit "A", Location Map, consisting of one (1) page; Exhibit "B", Cost Summary, consisting of one (1) page; and the Letter of Concurrence, represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

I. **Ethics.** The City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the City's profession.

J. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.

K. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

L. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

M. **Independent Contractor.** The City shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The City agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the City or the City's agents or employees as a result of this Agreement.

N. **Nondiscrimination.** The City shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance under this Agreement.

O. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

P. **Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

Q. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

R. **Insurance Requirements.** The City is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local

Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in WARM or LGLP to WYDOT.

S. **Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval from WYDOT.

T. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

U. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

V. **Taxes.** The City shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

W. **Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the City fails to perform in accordance with the terms of this Agreement.

X. **Third-Party Beneficiary Rights.** The parties 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 provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

Y. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

AA. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

BB. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the City of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

"REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK"

7. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

_____
Signature

_____
Print Name

_____
Title

(SEAL)

CITY OF CASPER, WYOMING:

By: _____
Charles Powell, Mayor

_____
Date

ATTEST:

_____
Sandra J. Scott, Secretary
Transportation Commission of Wyoming

(SEAL)

WYOMING DEPARTMENT OF TRANSPORTATION:

By: _____
Shelby G. Carlson, P.E., Chief Engineer

_____
Date

Approved as to form:

By: Alysia Goldman #190790 4/29/19
Alysia Goldman
Assistant Attorney General
State of Wyoming

Date Agreement prepared: 4-25-19

APPROVAL AS TO FORM

I have reviewed the attached *Cooperative Agreement between the Wyoming Department of Transportation and the City of Casper*, *State Project ARSCT N212A04*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: May 9, 2019.

Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 19-93

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE SOUTH POPLAR STREET AND WEST 1ST STREET UTILITIES PROJECT.

WHEREAS, the City of Casper desires to enter into a Cooperative Agreement with the Wyoming Department of Transportation construction services associated with the South Poplar Street and West 1st Street Utilities, Project No. 17-072, State Project ARSCT N212A04; and,

WHEREAS, the Wyoming Department of Transportation is able and willing to provide those 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 Cooperative Agreement with the Wyoming Department of Transportation for the South Poplar Street and West 1st Street Utilities Project, in the amount of One Million Four Hundred Ninety-Eight Thousand Five Hundred and 00/100 Dollars ($1,498,500.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project in an amount not to exceed One Million Four Hundred Ninety-Eight Thousand Five Hundred and 00/100 Dollars ($1,498,500.00).

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

APPROVED AS TO FORM:

Walter Trent III

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

May 21, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Cooperative Agreement with the Wyoming Department of Transportation
South Poplar Street and West 1st Street Enhancements Project, No. 17-072

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action Type
Resolution

Recommendation:
That Council, by resolution, authorize a Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for construction activities for the South Poplar Street and West 1st Street Enhancements Project, No. 17-072, in the amount of $400,000.

Summary:
WYDOT is preparing to reconstruct South Poplar Street between West 1st Street and Collins Drive. This project includes replacement of the bridge over the North Platte River to include pedestrian sidewalks and reconstruction of the intersection at South Poplar Street and West 1st Street for additional turn lanes.

Federal Surface Transportation On-System Enhancement funds, administered by WYDOT, have been allocated to the project. A portion of these funds were utilized to install decorative pedestrian lights on the Poplar Street Bridge over the BNSF railroad. The City of Casper is prepared to utilize the balance of these funds, $265,000, augmented with the additional $500,000 in 1%#16 funds allocated by council, to construct enhancements at the site. The exact enhancements are unknown at this time, but will likely involve the installation of decorative lighting, street trees, and landscaping. The City of Casper will enter into a separate contract with a landscape/engineering firm to design and oversee construction of the improvements. This contract will likely be in the neighborhood of $100,000.

Under the terms of a cooperative agreement with WYDOT, WYDOT will acquire all necessary construction permits and easements necessary to complete the work and provide engineering services during construction. The cooperative agreement spells out the project limits, responsibilities of WYDOT and the City, and the funding arrangements.

Financial Considerations
The estimated cost for the improvements, including WYDOT's overhead and construction administration fees, is $665,000. WYDOT's federal aid match for the enhancements covers

$265,000. The City of Casper would be responsible for the remaining $400,000. The City of Casper would also be responsible for the entire estimated design and construction administration fee of $100,000.

The City's funding for this project will come from 1%#16 funds allocated to the project.

Oversight/Project Responsibility
Ethan Yonker, Associate Engineer

Attachments
Cooperative Agreement Between the Wyoming Department of Transportation and the City of Casper

COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CASPER

Federal Project STP-E N212125
Casper Streets
Poplar Street and West 1st Street
Natrona County

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT) whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Casper (City) whose address is 200 North David Street, Casper, Wyoming 82601.

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the City and WYDOT desire to participate in the On-System Enhancements Program which is federally funded and administered by WYDOT. WYDOT has heretofore designated the location and the City has approved the location for the construction of the enhancements in the City of Casper which will involve installation of decorative lighting, street trees and landscaping, as shown on the attached Location Map marked Exhibit "A", which is attached to and incorporated into this Agreement by this reference. This Agreement is for the City's portion only and is combined with WYDOT projects NHPP N212121, which involves modification of the intersection, and ARSCT N212A04, which involves the construction of water and sanitary sewer mains. WYDOT, the City, and the traveling public shall derive a benefit and advantage by reason of having the enhancements constructed.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement shall remain in full force and effect until terminated. All services shall be completed during this term.

4. **Participation of Project Costs:**

   A. The City agrees to reimburse WYDOT for the project costs at the rate of nine and fifty-one hundredths percent (9.51%) of the cost of survey work, preliminary engineering, right-of-way acquisition, utility adjustments, letting, construction and construction engineering as shown on Exhibit "B", Cost Summary, which is attached to and incorporated into this Agreement by this reference. The City agrees to reimburse to WYDOT any funds above those authorized by WYDOT and matched by the City necessary to build this project. Any costs exceeding the two hundred sixty-five thousand dollars ($265,000.00) maximum available federal funds authorized by WYDOT for this project will be borne by the City.

B. It is understood by the parties that the above-mentioned percentages may vary slightly during the life of this Agreement, as dictated by the *Federal Notices on Sliding Scale Rates of Federal Aid Participation in Public Lands States.* It is further understood by the City that the estimated costs may vary as the project plans are developed and let to contract and that the City shall reimburse WYDOT for the total amount not paid with federal funds.

C. The costs shown on the Exhibit "B" are estimates only and the City understands that the final costs may be higher or lower. Rates may vary for the life of this project based on federal reviews and approval. If the actual costs go over by twenty percent (20%) of the total estimated costs, both parties must agree upon and sign an amendment for the additional costs.

D. The City agrees to pay their portion of indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA), within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602 for the enhancements, which estimated costs are more particularly set forth on the Exhibit "B". ICAP is a rate built into WYDOT's accounting system for overhead expenditures for administering a project. The ICAP rate is developed by WYDOT and approved by the FHWA, with the new rate taking effect immediately. The current rate of eleven percent (11%) is effective until September 30, 2020 at which time the rate is subject to change based on FHWA approval. The ICAP rate will be charged on total direct costs on this project, as shown on the Exhibit "B". WYDOT will bill the City on a monthly basis unless otherwise agreed upon between the parties.

No payment shall be made for work performed before the Effective Date of this Agreement.

E. This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you must register with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf
and
http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

5. **Reimbursement.** The City hereby agrees to reimburse WYDOT for its share of actual costs incurred to the project, less previous payments, within forty-five (45) days after billing.

6. **Responsibilities of the Parties and General Conditions of the Survey Work, Preliminary Engineering, Right-of-way Acquisition, Utility Adjustments, Letting, Construction Engineering, Construction and Maintenance:**

A. Survey work will be performed by WYDOT or its consultant. The work of performing the survey for this project will be performed under the immediate direction, control and supervision of WYDOT in accordance with the requirements specified by WYDOT and agreed to by the City.

B. Preliminary Engineering will be performed by the City or its consultant who will complete engineering investigations, perform environmental studies and develop design plans in accordance with *AASHTO's A Policy on Geometric Design of Highway and Streets, 2011 edition and the WYDOT Design Guide 2014,* which will be included in the final design plans. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).

C. Right-of-Way Acquisition will be performed by WYDOT or its consultant. WYDOT will acquire all necessary rights-of-way and provide any relocation assistance necessary to construct the work shown on Exhibit "A". In accordance with Wyo. Stat. § 1-26-801(a), the City shall be responsible for acquiring rights-of-way by condemnation proceedings with the understanding any settlements reached out of court must be justified and supported. WYDOT will assist the City in condemnation proceedings by preparing exhibits and displays. At its request, the City shall be provided a copy of the right-of-way plans and cost estimates when federal acquisition approval is requested. The City agrees to reimburse WYDOT for the total cost needed to clear the right-of-way not paid with federal aid funds. Under the terms of this Agreement, if right-of-way acquisition is not required for this project, all references to such acquisition herein are considered null and void.

D. Utility Adjustments will be performed by WYDOT. Arrangements will be made by separate agreement(s) with the affected utility owner(s) and are not covered by this Agreement. Utility relocation costs will be pro-rated according to the most recent State, County or Municipal policies and regulations. The City shall, by ordinance or regulation, control utility line encroachments and crossings in a manner that provides for a degree of protection to the roadway at least equal to the protection provided by the *State's Utility Accommodation Regulations*, dated April 1990 and can be found at the following link:

http://www.dot.state.wy.us/files/live/sites/wydot/files/shared/Highway Development/Utilities/WYDOT%20Utility%20Accommodation%20Regulations March%202016.pdf

Costs for reimbursable utility work not owned by the City are not shown and will be in addition to the identified costs. Under the terms of this Agreement, if utility adjustments are not required for this project, all references to such adjustments herein are considered null and void.

E. The letting of this project will be performed by WYDOT. The City shall be given the opportunity to approve final design plans and estimates prior to the advertisement for bids by WYDOT. Likewise, the City shall be asked to concur in the award of this project to the lowest qualified bidder. As a result of signing the Letter of Concurrence, the City agrees to the amended costs shown on Exhibit "B" to match the actual amount bid, as well as make proportionate changes in the match and overmatch amounts. Said concurrence letter, is incorporated into this Agreement by this reference, and Exhibit "B", shall become part of this Agreement.

F. Construction engineering for this project will be performed by and under the immediate direction, control and supervision of WYDOT or its consultant in accordance with the plans and specifications. The City shall submit a letter to WYDOT designating a qualified project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the construction of the project.

G. Upon completion and acceptance of the project by WYDOT and the City, the City shall return, within thirty (30) days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, and any other required WYDOT documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the project will be transferred to the City. The City shall then be responsible for all storm water runoff on the project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the project by the City. In the event petroleum contaminated soil or water is encountered on this project, the required work associated with mitigation of the contamination will become part of this project.

H. Upon completion and acceptance of this project, the City shall maintain, at its sole expense, the enhancements in compliance with all applicable federal and state standards and regulations. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition.

7. **Project Abandonment.** Should the City abandon the project at any time, or if the project is not let to construction within two (2) years of the completion of the design or prior to the completion, due to the delay or actions by the City, the City shall reimburse WYDOT for the entire cost, including any federal aid portion of the work completed at the time of abandonment.

8. Special Provisions.

A. Assumption of Risk. The City shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the City's failure to comply with state or federal requirements. WYDOT shall notify the City of any state or federal determination of noncompliance.

B. Conflict of Interest. Per 2 CFR 200.112, the City must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.

C. Environmental Policy Acts. The City agrees all activities under this Agreement will 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.

D. Human Trafficking. As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
(ii) Procures a commercial sex act during the period of time that the award is in effect; or
(iii) Uses forced labor in the performance of the award or subawards under the award.

E. Kickbacks. The City 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 City breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The City shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the City is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

F. Limitations on Lobbying Activities. By signing this Agreement, the City certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the City or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The City and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

G. **Mandatory Disclosures.** Per 2 CFR 200.113, the City must disclose, in a timely manner, in writing to WYDOT 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 noncompliance including suspension or debarment.

H. **Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by City or its subcontractors. 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.

I. **Nondiscrimination.** The City shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the City to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars ($10,000.00) so that such provisions are binding on each subcontractor.

J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

K. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.

L. **Suspension and Debarment.** By signing this Agreement, the City certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial 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 Executive Order 12549 (Debarment and Suspension), 44 CFR

Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the City agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

M. **Administration of Federal Funds.** The City agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.

N. **Copyright License and Patent Rights.** The City acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the City purchases ownership using funds awarded under this Agreement. The City must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

9. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.

D. **Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement.

E. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the

payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the City at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The City shall cooperate fully with other contractors and WYDOT in all such cases.

G. **Compliance with Laws.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when the City receives a request for information subject to this Agreement, the City shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.

I. **Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; Exhibit A, Location Map, consisting of one (1) page; Exhibit B, Cost Summary, consisting of one (1) page; and the Letter of Concurrence represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

J. **Ethics.** The City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the City's profession.

K. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and

without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

M. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

N. **Independent Contractor.** The City shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The City agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the City or the City's agents or employees as a result of this Agreement.

O. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

P. **Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to return all such original and derivative information and documents to the WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

Q. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

R. **Insurance Requirements.** The City is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.

S. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

T. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

U. **Taxes.** The City shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

V. **Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the City fails to perform in accordance with the terms of this Agreement.

W. **Third-Party Beneficiary Rights.** The parties 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 provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

X. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

Y. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

Z. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

AA. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the City of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

_____
Signature

_____
Print Name

_____
Title

(SEAL)

CITY OF CASPER, WYOMING:

By: _____
Charles Powell, Mayor

_____
Date

ATTEST:

_____
Sandra J. Scott, Secretary
Transportation Commission of Wyoming

(SEAL)

WYOMING DEPARTMENT OF TRANSPORTATION:

By: _____
Shelby G. Carlson, P.E., Chief Engineer

_____
Date

Approved as to form:

By: Alys Goldman #190787
Alysia Goldman 4/29/19
Assistant Attorney General
State of Wyoming

Date agreement prepared: 4-25-19

EXHIBIT "A"

CASPER STREETS
POPLAR ST. & WEST 1 ST.
RECONSTRUCTION
NATRONA COUNTY

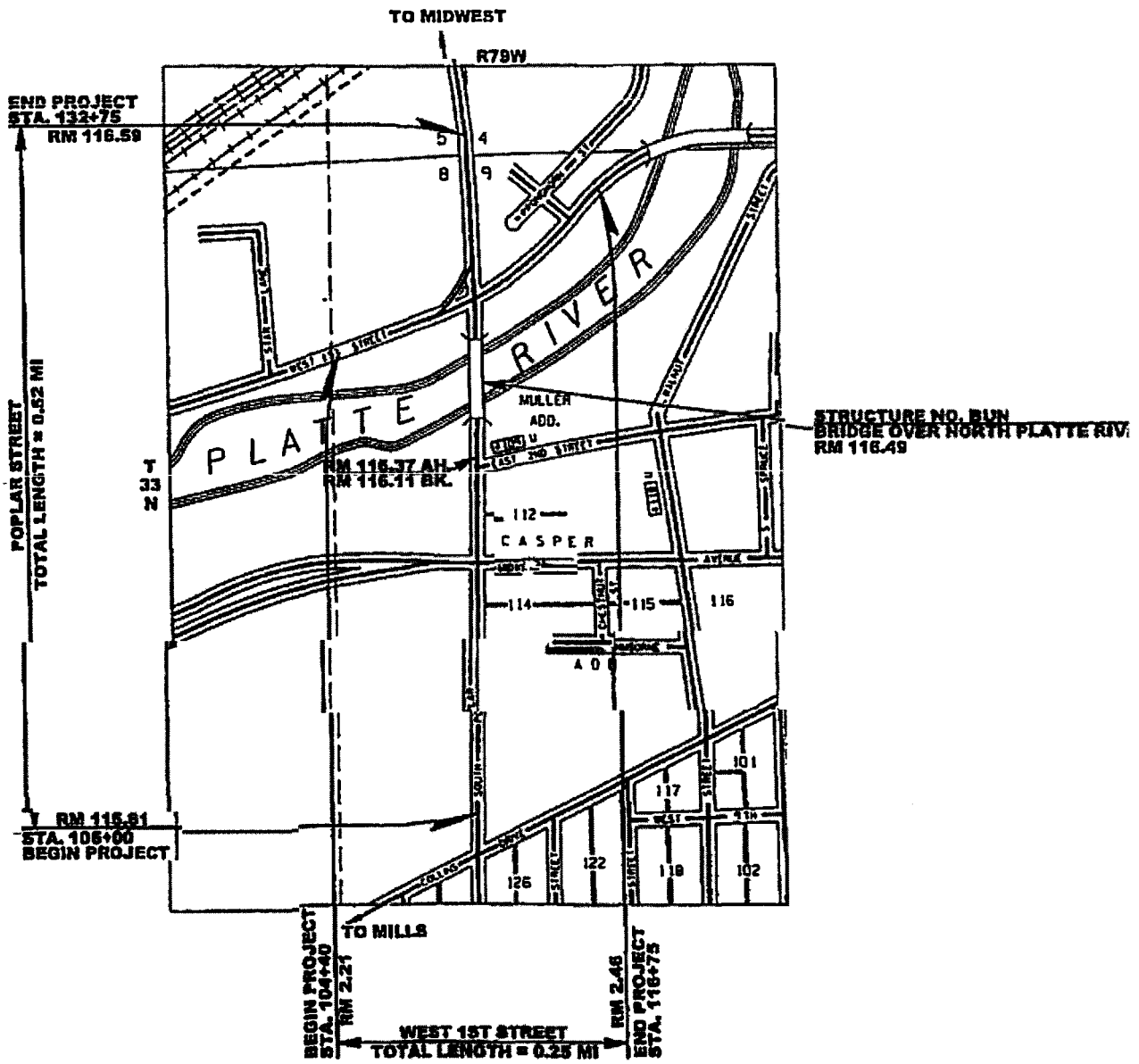


EXHIBIT "A" TO THE AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION AND THE CITY OF CASPER
1 OF 1

EXHIBIT "B"

Federal Project STP-E N212125
Casper Streets
Poplar Street and West 1st Street
Natrona County

March 18, 2019

Costs were prepared by WYDOT.

Item		Cost	
Estimated Construction Costs	=	$589,100.00	
Preliminary Engineering	=	5,000.00	
Construction Engineering	=	5,000.00	
Total Direct Costs	=	$599,100.00	[1]
Indirect Cost Allocation Plan (ICAP) (599,100.00) (0.1100)	=	65,900.00	[2]
Total Project Costs = [1] + [2]	=	$665,000.00	[3]

Funding Breakdown:

WYDOT's Maximum Federal Aid Participation:		$265,000.00	[4]
City's Match Portion: (265,000.00÷0.9049 = 292,850.00 (0.0951)	=	27,850.00	[5]
City's Overmatch = [3] – [4] – [5]	=	372,150.00	[6]
Total Project Costs = [4] + [5] + [6]	=	$665,000.00	

NOTE: All costs shown are rounded to the nearest even dollar.

The above figures are for estimating purposes only and are subject to revision throughout the life of this project.

APPROVAL AS TO FORM

I have reviewed the attached *Cooperative Agreement Between the Wyoming Department of Transportation and the City of Casper, Federal project STP-E N212125,* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: May 9, 2019.

Wallace Trembath III
Deputy City Attorney

RESOLUTION NO.19-94

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE SOUTH POPLAR STREET AND WEST 1ST STREET ENHANCEMENTS PROJECT.

WHEREAS, the City of Casper desires to enter into a Cooperative Agreement with the Wyoming Department of Transportation construction services associated with the South Poplar Street and West 1st Street Enhancements, Project No. 17-072, Federal Project STP-E N212125; and,

WHEREAS, the Wyoming Department of Transportation is able and willing to provide those 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 Cooperative Agreement with the Wyoming Department of Transportation for the South Poplar Street and West 1st Street Utilities Project, in the amount of Four Hundred Thousand Dollars ($400,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project in an amount not to exceed Four Hundred Thousand Dollars ($400,000.00).

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

APPROVED AS TO FORM:

Walter Trenor IV

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

May 13, 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 West Plains Engineering, Inc., in the Amount of $27,100.00, for the Casper Events Center Fire Alarm and Suppression Improvements.

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action type
Resolution

Recommendation
That Council, by resolution, authorize a contract for professional services with West Plains Engineering, Inc. (WPE), in the amount of $27,100.00, for the Casper Events Center Fire Alarm and Suppression Improvements, Project No. 17-073.

Summary
During a recent inspection of the fire alarm and fire suppression system at the Casper Events Center (Events Center), a number of items were noted to be investigated further for possible repairs. The inspection report was discussed with the Casper Fire Department, and it was recommended that a fire protection engineer do a full inspection of the fire alarm and suppression systems, and provide recommendations for comprehensive repairs. It was also recommended that the fire protection engineer provide the design for the repairs and provide construction administration services for the project.

Proposals were solicited from local fire protection engineers to provide professional services for evaluation, recommendations, design and construction administration services of the Casper Events Center Fire Alarm and Suppression Improvements. The proposals received are as follows:

ENGINEER	BUSINESS LOCATION	PROPOSAL
West Plains Engineering, Inc.	**Casper, Wyoming**	**$27,100.00**
Engineering Design Associates	Casper, Wyoming	$79,250.00

City staff recommends that WPE be awarded the contract for professional services for the Casper Events Center Fire Alarm and Suppression Improvements Project. Under the terms of this agreement, WPE will provide professional services for evaluation, recommendations, construction documentation preparation and bidding services, and construction administration and observation services.

Financial Considerations
Funding will be from the Perpetual Care Fund allocated to the Casper Events Center Fire Protection System Upgrades.

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

Attachments
Contract for Professional Services
Exhibit "A"

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 17th day of May, 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. West Plains Engineering, Inc., 145 South Durbin Street, Suite 205, 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 evaluate and make necessary repairs to the Fire Alarm and Fire Suppression Systems at the Casper Events Center..

B. The project requires professional services for evaluation, recommendations, design and contract 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 services detailed in their proposal attached as Exhibit 'A'.

2. TIME OF PERFORMANCE:

The design services of the Consultant shall be undertaken and completed on or before the 1st day of March, 2020. 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 Twenty-Seven Thousand One Hundred Dollars ($27,100.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

ATTEST

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

WITNESS

By:

Printed Name: TERRY COTTENOIR

Title: ENGINEERING TECHNICIAN

CONSULTANT
West Plains Engineering, Inc.

By:

Printed Name: Andrew Maxwell

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.

WEST PLAINS ENGINEERING, INC.

Scope of Work

The project consists of an evaluation, recommendations, construction documents and construction administration services of the fire alarm systems for the Casper Events Center located in Casper Wyoming. The evaluation will look at the current fire alarm system and evacuation system per current life safety codes.

In general, this project will consist of an evaluation of the existing faire alarm system, recommendations for meeting current life safety codes in regards to the fire alarms system and implementation of a voice evacuation system. Existing fire alarm device locations will be reused in order to minimize the amount of new rough-in locations required for the system replacement. However, existing device locations will be examined with respect to current life safety code requirements, and may be relocated as necessary. More notification devices may also be required. WPE will also evaluate the current fire sprinkler service and fire pump system to see if a new service line would eliminate the need for the fire pump. The fire sprinkler system will have a general evaluation done in regards to possible system operation changes.

West Plains Engineering will make recommendations for the fire alarm and voice evacuation systems. We will develop electrical construction documents for the approved solutions.

West Plains Engineering will make recommendations on possible changes for the fire sprinkler entrance and system and provide construction drawings and a performance specification for approved changes.

Engineering services include electrical final alarm and voice evacuation design/contract documents, mechanical drawings for the service entrance and performance specifications on fire sprinkler system modifications, bid phase services and construction administration. Our scope will include development of the front-end bidding documents, forms and conditions of the contract, and General Requirements. We will assist the Owner in bid advertisement and reproduction of the final documents; advertising and printing costs will be either direct to the Owner or will be billed at cost.

Final design/contract document services include development of construction drawings and technical specifications.

Bid phase services include answering questions and preparing any necessary addenda. Construction phase services include shop drawing review, answering contractor questions and RFI's, preparation of any necessary change orders and review of operation and maintenance manuals and as-built drawings provided by the contractors. Change orders resulting from a change in scope, as requested by the Owner, will require additional fees.

Construction administration services also include visits to the project site to observe the work in progress, assist in the resolution of design related construction issues, and perform substantial completion observation of the work.

This proposal does not include an eleventh month inspection by an electrical engineer, but we will provide recommendations regarding any electrical issues identified by the Owner.

WEST PLAINS ENGINEERING, INC.

Scope of Services

It is the goal of West Plains Engineering to provide comprehensive engineering services for this project as a trusted partner in its success. Therefore, our proposed services include electrical design and preparation of construction documents, as well as project oversight assistance with the contractor bidding and construction administration phases. Please note that exclusions, where listed below, are intended to further define the scope and may be amended upon agreement by both WPE and the Client.

SERVICES INCLUDED

1. **EVALUATION DOCUMENTS**

a) One (1) on-site investigation visit to review existing conditions.
b) Development of the fire alarm, voice evacuation, and fire sprinkler system evaluation document which shall include recommendations and probable costs.
c) One (1) review meeting with the owner.

2. **CONSTRUCTION DOCUMENTS**

d) Development of the electrical fire alarm systems, voice evacuation, and fire sprinkler system construction drawings and specifications. Systems to be as outlined in this proposal.
e) Performance specification of fire alarm system with minimal design layout.
f) One (1) set of sealed, reproducible drawings and specifications ready for printing by the Client or their Representative.
g) Three (3) on-site planning meetings with the Owner as necessary and appropriate throughout the process.

3. **BID PHASE**

a) Answering questions.
b) Attendance at Pre-Bid meeting by an electrical staff member.
c) Preparation of any necessary addenda.
d) Evaluation of contractor's pricing.

4. **CONSTRUCTION ADMINISTRATION**

a) Shop drawing review.
b) Answering contractor questions (RFIs).

c) Attendance at a pre-construction meeting an electrical staff member.
d) Preparation of necessary change orders.
e) Review of Operations and Maintenance (O&M) Manuals.
f) Review of Contractor Submitted Record Drawings.
g) Three (3) intermediate jobsite observation by an electrical staff member.
h) One (1) substantial completion punch list development visit by an electrical staff member.

PROPOSED EXCLUSIONS

a) Short circuit study, coordination study, arc flash analysis.
b) Post-bid Value engineering and associated redesign.
c) Change orders resulting from a change in scope, as requested by the Owner – see below for additional services fees for these items.
d) Monthly site visits by both either a mechanical or electrical staff member for each phase to certify pay requests.

Schedule

Our understanding of the anticipated schedule is to be determined but design would commence in 2019, with construction to happen in 2019 - 2020.

WEST PLAINS ENGINEERING, INC.

Compensation

We propose to provide the services, as described above, for a lump sum fee of Twenty-Seven Thousand and One Hundred Dollars ($27,100) plus taxes. This fee is broken down as follows:

Item	Sum
Evaluation	$ 4,500.00
Design Development	
65% Construction Documents	$ 5,300.00
95% Construction Documents	$ 6,600.00
Final Construction Documents	$ 2,500.00
Bid Phase	$ 2,000.00
Construction Administration	$ 6,200.00
TOTAL	**$27,100.00**

Costs for Owner generated change orders shall be negotiated with each occurrence, based on an estimated fee of 5% of the cost of construction for the quoted change order.

An hourly rate sheet has been attached for your information.

In recognition of the relative risks, rewards, and benefits of the project to both the Client and WPE, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, WPE's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of WPE's compensation. Such causes included, but are not limited to, WPE's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. In no event, shall WPE be responsible for any expense that provides a betterment or enhances the value of the Project.

Engineering Consultants fees will be billed on a monthly basis. Monthly billings will be based on the level of completion of engineering services, with respect to the above breakdown of services. Fees are due and payable upon receipt.

WEST PLAINS ENGINEERING, INC.

Schedule of Hourly Rates and Expenses

Hourly Rates

Personnel	Hourly Rate
Principal	$225.00
Office Manager	$190.00
Project Manager	$175.00
Project Engineer	$145.00
Project Designer	$125.00
Designer	$100.00
Draftsperson	$70.00
Clerical	$60.00

Reimbursable Expenses

Expense	Rate
Mileage	$0.54/mile
Meals	At cost
Lodging	At cost
Miscellaneous i.e. outsourced printing, long distance phone calls, shipping, photography, etc.	At cost

All rates effective August 2018

RESOLUTION NO.19-95

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WEST PLAINS ENGINEERING, INC., FOR THE CASPER EVENTS CENTER FIRE ALARM AND SUPPRESSION IMPROVEMENTS, PROJECT NO. 17-073.

WHEREAS, the City of Casper desires to secure an engineering firm to provide evaluation, recommendations, engineering design and construction administration services for the Casper Events Center Fire Alarm and Suppression Improvements, Project No. 17-073; and,

WHEREAS, West Plains Engineering, Inc., is able and willing to provide those services specified as the Casper Events Center Fire Alarm and Suppression Improvements, Project No. 17-073.

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 West Plains Engineering, Inc., in the amount of Twenty-Seven Thousand One Hundred Dollars ($27,100.00) for services more specifically delineated in the contract.

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 Twenty-Seven Thousand One Hundred Dollars ($27,100.00).

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

APPROVED AS TO FORM:
(Casper Events Center Fire Alarm and Suppression Improvements, Project No. 17-073)

Walter Trenk II

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

May 14, 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 Treto Construction, LLC, in the Amount of $1,175,880, for the West Casper Zone II Water System Improvements, Project No. 15-59.

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action type
Resolution

Recommendation
That Council, by resolution, authorize an Agreement with Treto Construction, LLC, for construction of the West Casper Zone II Water System Improvements, Project No. 15-59, for the base bid amount of $1,175,880.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $74,120.00, for a total project amount of $1,250,000.00.

Summary
On May 14, 2019, bids were received from seven (7) contractors for construction of the West Casper Zone II Water System Improvements Project. The bids for the work were as follows:

CONTRACTOR	LOCATION	BASE BID
Treto Construction	**Casper, Wyoming**	**$ 1,175,880.00**
High Plains Construction	Mills, Wyoming	$ 1,289,530.00
Grizzly Excavating & Construction	Casper, Wyoming	$ 1,314,314.00
Knife River	Casper, Wyoming	$ 1,336,789.00
JR Civil	Sheridan, Wyoming	$ 1,410,602.70
71 Construction	Casper, Wyoming	$ 1,412,020.71
Andreen Hunt Construction	Mills, Wyoming	$ 1,596,910.00

The estimate for the project was $1,600,000, prepared by the City's consultant, WLC Engineering.

The City of Casper conducted a Master Plan Level I Study in 2006, which identified that the western Pressure Zone 2 of the City of Casper water system is in need of redundancy to provide a more reliable water source to the customers in this area. The western Pressure Zone 2 services

Webb Creek, Indian Hills, Westland Park, Skyline Ranches, and Gothberg Subdivisions as well as a small portion of the Paradise Valley Subdivision.

Plans for this project include a new twelve-inch (12") PVC transmission pipeline, fire hydrants, air-vacuum valves, and all appropriate fittings and bends. The pipe will connect on the east end near the intersection of Wolf Creek Road and 38th Street, and will connect on the west end at the existing pump station on Coates Road just south of CY Avenue. Construction of the improvements is to be substantially complete by May 15, 2020.

Financial Considerations

Funding for the project will be from a grant from the Wyoming Water Development Commission (WWDC) for 67% of the project ($837,500). The local match of 33% will be from Water Fund Reserves ($412,500).

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

THIS AGREEMENT is made between the City of Casper, hereinafter referred to as the "Owner," and Treto Contruction, LLC, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install a new water transmission pipeline, and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as **West Casper Zone II Water System Improvements, Project 15-59**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for completion of the **West Casper Zone II Water System Improvements, Project 15-59** hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 Substantial Completion shall include all Work required to make the project operational for its intended use including all piping, erosion control, concrete work, grading, and seeding.

3.2 The Work will be substantially completed by **May 15, 2020**, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **May 29, 2020.** Final completion shall include all items complete including landscaping and clean-up.

3.3 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 3.2 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages

for delay (but not as a penalty) Contractor shall pay Owner **One Thousand Dollars ($1,000)** 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 **One Thousand Dollars ($1,000)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Million One Hundred Seventy-Five Thousand Eight Hundred Eighty and 00/100 Dollars ($1,175,880.00), 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 through BS-4, 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, Contractor may request that the Owner withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price with approval of the Project Engineer.

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 percent (90%) of the Work completed. Owner shall withhold five percent (10%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment. The Contractor may request that the Owner only withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price with approval of the Project Engineer.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

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

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

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

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 General Conditions (Pages 00700-1 to 00700-43, inclusive).

8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).

8.9 General Requirements consisting of seven (7) sections.

8.10 Special Provisions.

8.11 Notice of Award.

8.12 Notice to Proceed.

8.13 Minutes of Pre-Bid Conference, if any.

8.14 Contract Drawings, consisting of 27 sheets, with each sheet bearing the following general title:

West Casper Zone II Water System Improvements, Project 15-59

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.

(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 below written.

DATED this 4th day of June, 2019.

APPROVED AS TO FORM:
(West Casper Zone II Waterline Improvements, Project 15-59)

Walter Tremel II

CONTRACTOR:

ATTEST:

Treto Construction, LLC
PO Box 50610
Casper, WY 82609

By: _____

Title: _____

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
Fleur D. Tremel
Title: City Clerk

By: _____
Charles Powell
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
Zone II Waterline Improvements
Project No. 15-59

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 **May 15, 2020** and completed and ready for final payment not later than **May 29, 2020**, in accordance with the Bidding Documents.

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

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

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

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

   Addendum No. 01 Dated 05/08/19
   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: $ 1'175,880.00

TOTAL BASE BID, IN WORDS: One million one hundred seventy five thousand eight hundred eighty and zero cents ---------- DOLLARS.

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

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

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

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

   B. Itemized Bid Schedule.

   C. Copy of Certificate of Residency, if bidding as a resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Treto Construction, LLC
P.O. Box 50610
Casper, Wyo. 82609

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

BF-2

Submitted on May 14, 2018.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____
_____
_____

Phone Number: _____

A PARTNERSHIP

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

_____
(General Partner)

Business Address: _____
_____
_____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Treto Construction, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: German G. Treto (seal)
Managing Member

(Title)

(Seal)

Attest:

Business Address: P.O. Bos 50610
Casper, WY 82609

Phone Number: 307-237-8836

A JOINT VENTURE

By: (seal)
(Name)

(Address)

By: (seal)
(Name)

(Address)

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

ZONE III WATERLINE IMPROVEMENTS PROJECT

ABBREVIATIONS

LF - Linear Foot | EA - Each | LS - Lump Sum

SY - Square Yard | CY - Cubic Yard

BID SCHEDULE

BASE BID

Item No.	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	Unit	Est. Quantity	Unit Price	Total Price
1	MOBILIZATION **One hundred thousand** Dollars and zero Cents	LS	LUMP SUM	$ 100,000.00	$ 100,000.00
2	CONTRACTOR BOND AND INSURANCE **Sixty thousand** Dollars and zero Cents	LS	1	$ 60,000.00	$ 60,000.00
3	7" CONCRETE APPROACH **Eighty** Dollars and zero Cents	SY	40	$ 80.00	$ 3,200.00
4	ARV MANHOLE **Six Thousand** Dollars and zero Cents	EA	5	$ 6,000.00	$ 30,000.00
5	SELECT BACKFILL **Thirty six** Dollars and zero Cents	CY	905	$ 36.00	$ 32,580.00
6	4"/8" ASPHALT PATCH **Fifty** Dollars and zero Cents	SY	2085	$ 50.00	$ 104,250.00
7	4 INCH "W" BASE SURFACING **Twelve** Dollars and zero Cents	SY	3,175	$ 12.00	$ 38,100.00
8	REMOVE AND REPLACE CURB AND GUTTER **Thirty** Dollars and zero Cents	LF	20	$ 30.00	$ 600.00
9	8" PVC WATERLINE **Thirty** Dollars and zero Cents	LF	50	$ 30.00	$ 1,500.00
10	12" PVC WATERLINE **Thirty five** Dollars and zero Cents	LF	11450	$ 35.00	$ 400,750.00
11	8" GATE VALVE **Three thousand** Dollars and zero Cents	EA	1	$ 3,000.00	$ 3,000.00

12	12" GATE VALVE **Six thousand** Dollars and zero Cents		EA	16	$ 6,000.00	$ 96,000.00
13	16" GATE VALVE **Twelve thousand** Dollars and zero Cents		EA	1	$ 12,000.00	$ 12,000.00
14	16"X12"X16" DI TEE **Five thousand** Dollars and zero Cents		EA	1	$ 5,000.00	$ 5,000.00
15	12" DI FITTINGS **Two thousand** Dollars and zero Cents		EA	21	$ 2,000.00	$ 42,000.00
16	CONNECT TO 8" WATER **Five thousand** Dollars and zero Cents		EA	2	$ 5,000.00	$ 10,000.00
17	CONNECT TO 12" WATER **Six thousand** Dollars and zero Cents		EA	1	$ 6,000.00	$ 6,000.00
18	CONNECT TO 16" WATER **Seve thousand** Dollars and zero Cents		EA	1	$ 7,000.00	$ 7,000.00
19	ABANDON EXISTING WATER LINE **Five thousand** Dollars and zero Cents		LS	LUMP SUM	$ 5,000.00	$ 5,000.00
20	FIRE HYDRANT ASSEMBLY **Six thousand five hundred** Dollars and zero Cents		EA	18	$ 6,500.00	$ 117,000.00
21	REMOVE FIRE HYDRANT ASSEMBLY **One thousand** Dollars and zero Cents		EA	5	$ 1,000.00	$ 5,000.00
22	RECONNECT 3/4" SERVICE **One thousand five hundred** Dollars and zero Cents		EA	1	$ 1,500.00	$ 1,500.00
23	RECONNECT 1" SERVICE **Two thousand** Dollars and zero Cents		EA	1	$ 2,000.00	$ 2,000.00
24	RECONNECT 1.5" SERVICE **Two thousand five hundred** Dollars and zero Cents		EA	1	$ 2,500.00	$ 2,500.00

25	RECONNECT 2" SERVICE **Three thousand** Dollars and zero Cents		EA	1	$ 3,000.00	$ 3,000.00
26	RECONNECT 4" SERVICE **Six thousand** Dollars and zero Cents		EA	1	$ 6,000.00	$ 6,000.00
27	RECONNECT 6" SERVICE **Seven thousand** Dollars and zero Cents		EA	1	$ 7,000.00	$ 7,000.00
28	FLOWFILL **Two hundred** Dollars and zero Cents		CY	50	$ 200.00	$ 10,000.00
29	INSTALL PROTECTION BOLLARD **Two hundred** Dollars and zero Cents		EA	10	$ 200.00	$ 2,000.00
30	LANDSCAPING **Ten thousand** Dollars and zero Cents		LS	LUMP SUM	$ 10,000.00	$ 10,000.00
31	SEEDING AND RECLAMATION **Twelve thousand** Dollars and zero Cents		LS	LUMP SUM	$ 12,000.00	$ 12,000.00
32	CLEARING & GRUBBING **Fifteen thousand** Dollars and zero Cents		LS	LUMP SUM	$ 15,000.00	$ 15,000.00
33	RELOCATE EXISTING SHED **Three hundred** Dollars and zero Cents		LS	LUMP SUM	$ 300.00	$ 300.00
34	SWPPP IMPLEMENTATION & MAINTENANCE **Five thousand** Dollars and zero Cents		LS	LUMP SUM	$ 5,000.00	$ 5,000.00
35	REMOVE AND RESET EXISTING SIGN **Two hundred** Dollars and zero Cents		EA	3	$ 200.00	$ 600.00
36	TEMPORARY TRAFFIC CONTROL **Five thousand** Dollars and zero Cents		LS	LUMP SUM	$ 5,000.00	$ 5,000.00

37	STRIPING **Five thousand** Dollars and zero Cents		LS	LUMP SUM	$ 5,000.00	$ 5,000.00
38	VARIABLE MESSAGE BOARD **Ten thousand** Dollars and zero Cents		LS	1	$ 10,000.00	$ 10,000.00
TOTAL BASE BID (Items 1-38) One million one hundred seventy five thousand eight hundred eigthy **Dollars** and zero **Cents**					$	1,175,880.00

RESOLUTION NO.19-96

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE WEST CASPER ZONE II WATER SYSTEM IMPROVEMENTS, PROJECT NO. 15-59.

WHEREAS, the City of Casper desires to construct a new water transmission pipeline and associated appurtenances, extending water service to a portion of lands west of Casper; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the West Casper Zone II Water System Improvements, Project 15-59; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars ($20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Treto Construction, LLC, for those services, in the amount of One Million One Hundred Seventy-Five Thousand Eight Hundred Eighty and 00/100 Dollars ($1,175,880.00).

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 One Million One Hundred Seventy-Five Thousand Eight Hundred Eighty and 00/100 Dollars ($1,175,880.00), and Seventy-Four Thousand One Hundred Twenty and 00/100 Dollars ($74,120.00) for a construction contingency account, for a total price of One Million Two Hundred Fifty Thousand and 00/100 Dollars ($1,250,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars ($20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:
(West Casper Zone II Water System Improvements, Project 15-59)

Walter Trenor IV
_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Charles Powell
Mayor

May 14, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Tim Cortez, Parks & Recreation Director
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Wired Electric, in the Amount of $57,450.00, for the Hogadon Ski Basin WWTP Generator, Project No. 18-095.

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action type
Resolution

Recommendation
That Council, by resolution, authorize an Agreement with Wired Electric, in the Amount of $57,450.00, for the Hogadon Ski Basin WWTP Generator, Project No. 18-095. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $2,550, for a total project amount of $60,000.00.

Summary
On May 14, 2019, bids were received from two (2) contractors for construction of the Hogadon Ski Basin WWTP Generator. The bids for the work were as follows:

CONTRACTOR	LOCATION	BASE BID
Wired Electric	**Casper, Wyoming**	**$57,450.00**
Casper Electric	Casper, Wyoming	$63,500.00

The Engineering Office estimate for the project was $54,500.

Hogadon Basin Ski Area's (Hogadon) non-operator package wastewater treatment system (Treatment System) was granted a Wyoming Department of Environmental Quality Underground Injection Control Program (WDEQ/UIC) Class V UIC permit (#16-280) in July of 2018. The permit requires the installation of an emergency power generator to back up the Treatment System in the event of a power outage.

Construction of the improvements is to be substantially complete by August 30, 2019.

Financial Considerations
Funding for the project will be from Hogadon Lodge funds.

Oversight/Project Responsibility
Alex Sveda, P.E., Associate Engineer, Public Services Department.

Attachments
Resolution
Agreement
Bid Form

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Wired Electric, LLC, 3741 Aspen Place, Casper, Wyoming 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install an emergency power generator for the Hogadon Ski Basin waste water treatment plant (WWTP).

WHEREAS, the Contractor is able and willing to provide those services specified as the

Hogadon Ski Basin WWTP Generator, Project No. 18-095.

NOW, THEREFORE, it is hereby agreed as

follows: ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Hogadon Ski Basin WWTP Generator, Project No. 18-095, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by August 30, 2019, and ready for final payment in accordance with Article 14 of the General Conditions by September 6, 2019. Substantial Completion will be accepted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive construction site and staging plan. No open excavations shall remain overnight.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars

($1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Fifty-Seven Thousand Four Hundred Fifty and 00/100 Dollars ($57,450.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

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

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and BS-1 of the Bid Schedule.

8.4 Addenda No.: Addendum No. 1, Addendum No. 2, Addendum No. 3.

8.5 Performance and Payment Bonds.

8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).

8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).

8.9 General Requirements, consisting of nine (9) sections. Special Provisions consisting of seven (15) Sections and four (4) Drawing "Sheets".

8.10 Notice of Award.

8.11 Notice to Proceed.

8.12 Minutes of the Pre-Bid Conference, if any.

8.13 Contract Drawings, with each sheet bearing the following general title:

Hogadon Ski Basin WWTP Generator, Project No. 18-095

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

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

this Agreement.

8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS.

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

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

DATED this 4th day of June, 2019.

******THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK******

APPROVED AS TO FORM:
(Hogadon Ski Basin WWTP Generator, Project No. 18-095)

Walter Trent III
_____

CONTRACTOR:

ATTEST:

By:_____

Title:_____

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By:_____
Fleur D. Tremel
Title: City Clerk

By: _____
Charles Powell
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
Hogadon Ski Basin WWTP Generator
Project No. 18-095

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by **August 30, 2019** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **September 6, 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 & 2 Dated 4-24-19
   Addendum No. 3 Dated 5-8-19

   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: $ 57,450

TOTAL BASE BID, IN WORDS: FIFTY SEVEN THOUSAND FOUR HUNDRED FIFTY 00/100 DOLLARS.

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

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

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

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

   B. Itemized Bid Schedule.

   C. Copy of Certificate of Residency, if bidding as Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 3741 ASPEN PLACE
CASPER WY. 82604

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

Submitted on 5-14, 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: WIRED ELECTRIC (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By: JONATHAN WOODMAN (seal)

(Title) OWNER

(Seal)

Attest: _____

Business Address: 3741 ASPEN PLACE
CASPER WY. 82604

Phone Number: 307-262-9523

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
Hogadon Ski Basin WWTP Generator
Project No. 18-095

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	Total Cost
1	Hogadon Ski Basin WWTP Generator	LS	1	57,450	57,450

TOTAL Base Bid 57,450	57,450

RESOLUTION NO.19-97

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WIRED ELECTRIC, LLC, FOR HOGADON SKI BASIN WWTP GENERATOR, PROJECT NO. 18-095.

WHEREAS, the City of Casper desires to install an emergency power generator for the existing Hogadon packaged waste water treatment system; and,

WHEREAS, Wired Electric, LLC, is able and willing to provide those services specified as the Hogadon Ski Basin WWTP Generator, Project No. 18-095; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars ($20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Wired Electric, LLC, for those services, in the amount of Fifty-Seven Thousand Four Hundred Fifty and 00/100 Dollars ($57,450.00).

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 Fifty-Seven Thousand Four Hundred Fifty and 00/100 Dollars ($57,450.00), and Two Thousand Five Hundred Fifty and 00/100 Dollars ($2,550.00) for a construction contingency account, for a total price of Sixty Thousand and 00/100 Dollars ($60,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars ($20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:
(Hogadon Ski Basin WWTP Generator, Project No. 18-095)

Walter Trenkle II

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

May 21, 2019

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Authorizing a Funding Agreement in the amount of $32,200 with the Central Wyoming Regional Water System Joint Powers Board (RWS) for Construction Services for the RWS Caisson Recharge Channel Intake Piping Extension Project.

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action type
Resolution

Recommendation
That Council, by resolution, authorize a funding agreement in the amount of $32,200 with the RWS for construction service charges for the RWS Caisson Recharge Channel Intake Piping Extension Project.

Summary
The City of Casper completed the North Platte River Restoration Project adjacent to the RWS Morad wellfield in 2017. A change in river channel geometry and creation of a backwater wetland resulted in stagnant water near the existing recharge intake directly west of the WTP on the west side of the river. The recharge channel intake pipe now needs to be extended approximately 200 feet so that it receives water clear of mud, silt, and other potential pollutants.

71 Construction, Inc. is under contract with the RWS to construct the North Platte River Exposed Waterline Repair Project. At its May 21, 2019 Joint Powers Board meeting, the RWS executed Change Order No. 1 to the water line repair project to enable completion of the intake piping extension project.

This proposed funding agreement serves as a mechanism for transferring Casper river project funding to the RWS to cover the costs associated with the intake piping extension project.

Financial Considerations
Upon consummation of this funding agreement, the City of Casper will pay $32,200 to the RWS.

Oversight/Project Responsibility
Bruce Martin, Public Utilities Manager

Attachments
Resolution
Agreement

AGREEMENT BETWEEN THE CITY OF CASPER AND THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR CONSTRUCTION OF THE REGIONAL WATER SYSTEM CAISSON RECHARGE CHANNEL INTAKE PIPING EXTENSION

THIS AGREEMENT is made, and entered into this 4th day of June, 2019 by and among the City of Casper, Wyoming, a Municipal Corporation, hereinafter referred to as "City," and the Central Wyoming Regional Water System Joint Powers Board, hereinafter referred to as "RWS."

WHEREAS, the City recently completed the North Platte River Restoration Project adjacent to the RWS Morad Well Field; and,

WHEREAS, the restoration project included a change in the river channel geometry and created a backwater wetland; and,

WHEREAS, the changes in the river channel geometry and backwater wetland created an area of stagnant water; and,

WHEREAS, the RWS Caisson Recharge Channel Intake is located within this area of stagnant water and must be extended Two Hundred (200) feet further into the river; and,

WHEREAS, the RWS currently has 71 Construction Inc. under contract for the repair of an exposed water line in the North Platte River; and,

WHEREAS, the extension of the intake piping can be completed as Change Order No. 1 to the existing agreement; and,

WHEREAS, an agreement is needed between the parties to delineate the duties and financial responsibilities of each party for construction of the RWS Caisson Recharge Channel Intake Piping Extension Project.

NOW, THEREFORE, it is hereby agreed among the parties that:

1. The RWS shall be responsible for administering the construction contract with the Contractor on behalf of the RWS and the City. The Contractor's professional service agreement will be with the RWS.

2. The City shall participate in meetings as requested by the Contractor and the RWS.

3. The anticipated cost for construction services for the RWS Caisson Recharge Channel Intake Piping Extension Project is Thirty-Two Thousand Two Hundred Dollars ($32,200).

4. Upon consummation of this agreement, the City shall pay the RWS an amount not to exceed Thirty-Two Thousand Two Hundred Dollars ($32,200) unless modified by an amendment to this agreement. The RWS shall prepare and submit to the City an itemized bill covering only costs associated with construction service charges for the project.

5. The City of Casper and the Central Wyoming Regional Water System Joint Powers Board do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Parties specifically reserve the right to assert any and all rights, immunities and defenses they may have pursuant to the Wyoming Governmental Claims Act.

6. Third Party Beneficiary Rights. The parties 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 provisions of this agreement are intended only to assist the parties in determining and performing their obligations under this agreement.

THIS AGREEMENT IS MADE AND DULY EXECUTED on the date first written above by the City Council of the City of Casper and the Board of the Central Wyoming Regional Water System Joint Powers Board.

APPROVED AS TO FORM:

Attorney for the City of Casper

Attorney for Central Wyoming Regional Water System Joint Powers Board

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ATTEST:

Kenneth Waters
Secretary

CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD:

H. H. King, Jr.
Chairman

RESOLUTION NO.19-98

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR CONSTRUCTION SERVICES FOR THE REGIONAL WATER SYSTEM CAISSON RECHARGE CHANNEL INTAKE PIPING EXTENSION.

WHEREAS, the City recently completed the North Platte River Restoration Project adjacent to the RWS Morad Well Field; and,

WHEREAS, the restoration project included a change in the river channel geometry and created a backwater wetland; and,

WHEREAS, the changes in the river channel geometry and backwater wetland created an area of stagnant water; and,

WHEREAS, the RWS Caisson Recharge Channel Intake is located within this area of stagnant water and must be extended Two Hundred (200) feet further into the river; and,

WHEREAS, the RWS currently has 71 Construction Inc. under contract for the repair of an exposed water line in the North Platte River; and,

WHEREAS, the extension of the intake piping can be completed as Change Order No. 1 to the existing agreement; and,

WHEREAS, the RWS and City desire to jointly undertake construction services for the RWS Caisson Recharge Channel Intake Piping Extension 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, a funding agreement between the City of Casper and the Central Wyoming Regional Water System Joint Powers Board for Construction Services for the Caisson Recharge Channel Intake Piping Extension Project in the amount of Thirty-Two Thousand Two Hundred Dollars ($32,200).

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

May 14, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Tracey L. Belser, Support Services Director
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of Two (2) New One-Half Ton Pickup Truck Police Vehicles to be Used in the Casper Police Department for the Total Amount of $70,048.00.

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of two (2) new one-half ton pickup truck police vehicles, from Fremont Motors, Sheridan, Wyoming, to be used in the Casper Police Department for the total amount of $70,048.00.

Summary
On May 13, bids were publicly opened for two (2) new one-half ton pickup truck police vehicles. One (1) bid was received from Fremont Motors of Sheridan, WY. The price of the pickup trucks from Fremont Motors of Sheridan is $35,024.00 each, bringing the total to $70,048.00. These vehicles will be used by a Casper Police Department supervisor and training officer.

There are no trades for the new Police vehicles. Current Police personnel will receive the new vehicles and their older units will be kept for new hires in the Department. This will extend the life of the current vehicles, but we are confident with the maintenance program that they will continue to operate to their fullest capacity.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once each week for a minimum of two (2) consecutive weeks. The bids were as follows:

Bid Item	Vendor	Bid Amount	Trade	Net Cost
(3) Mid-Size Utility 2020 Ford Explorer	Fremont Motors Sheridan, WY	$35,024.00	None	$70,048.00

The recommended purchase for the two (2) new one-half ton pickup truck vehicles from Fremont Motors, Sheridan, WY complies with the intent of all specifications.

Financial Considerations
This purchase was approved in the FY19 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 Taylor Gilbert, Police Fleet Coordinator in the Casper Police Department, after the equipment is received.

Attachments
Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
235-8410
April 12, 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., May 1, 2019** for the following:

Two (2) new **Four Door ½ Ton Four Wheel Drive Pickup Truck Police Vehicles,** to be used in the Casper Police Department;

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of Two (2) new **Four Door ½ Ton Four Wheel Drive Pickup Truck Police Vehicles,** to be used in the Casper Police Department. These units shall be new with less than five hundred (500) 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

American Manufacturer _____

Three (3) Keys Keyed Alike 1284X _____

Mileage: 500 Miles or Less (New) _____

Four (4) Doors, supercrew or equivalent _____

Automatic Transmission _____

Turbocharged V6 E.F.I. Gasoline Engine (99T or Equal) _____

Four Wheel Drive _____

RF Noise Suppression Ground Straps (60R or Equal) _____

Full Size Spare Tire & Wheel _____

Skid plate protection package _____

MM Ultra Blue Clear Coat Metallic or Equal _____

Certified Police Service Package (500A or Equal) _____

Power Steering _____

Tilt Steering Wheel _____

Power Brakes _____

Power Windows _____

Running boards _____

Hard folding tonneau cover _____

Spray-in bedliner _____

Power Door Locks w/ Hidden Plungers in Rear, _____
(52H or Equal) _____

Side Mirrors with Drivers Convex Spot, Heated _____
(549 or Equal) _____

Cargo Dome Lamp and Courtesy Lamp _____
Disable. Dark car lamp. (43D or Equal) _____

Front Headlamp Lighting Solution _____
Wiring grill/lamp/siren/speakers (66A or Equal) _____

Rear Lamp Package Harness Kit (21P or Equal) _____

Tail Lamp Lighting Solution (66B or Equal) _____

Drivers side L.E.D. Spotlight (51R or Equal) _____

100 Watt Siren/Speaker installed (18X or Equal) _____

Back up Camera _____

Reverse Sensing System (76R or Equal) _____

Heavy Duty Vinyl Flooring _____

Black Interior w/ Cloth Bucket Seats _____
and Vinyl Rear Seat. (9W or Equal) _____

Factory Air Conditioning _____

Heater/Defroster _____

Radio AM/FM _____

Hands Free or Bluetooth (53M or Equal) _____

5 Year 100,000 Mile Power Train Warranty 210 _____

(Cost of Extended Warranty to Match) _____

Bid to be Valid for "Piggyback" option up to 120 Days after Delivery of the last unit from the initial order. _____

Selling Dealer Must be Able to Pick Up and Warranty Repairs within 48hrs NO EXCEPTIONS _____

Fuel Tank to be full at Delivery with Unleaded at minimum 85% Octane _____

Copy of Order Confirmation to be provided upon Completion of Order _____
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
TWO (2) NEW FOUR DOOR ½ TON FOUR
WHEEL DRIVE PICKUP TRUCK POLICE VEHICLES,
FOR THE
CASPER POLICE DEPARTMENT

Proposal of (Company Name)_____
(Address)_____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated April 12, 2019

BID ITEM:_____
Description:_____

Make and Model:_____
Federal Certified GVW:_____

I. Price bid for one each (1ea.) new Pickup Truck Police Vehicle, as specified $_____

X 2

Total $_____

II. Trade-in allowance for Unit #101233, 2013 Ford Taurus Police Pkg $_____
VIN# 1FAHP2M89DG162593, 71639 Miles

Trade in allowance for unit #101248, 2013 Explorer Police Pkg $_____
VIN# 1FM5K8AR8DGB35148, 93904 Miles

III. NET COST TO THE CITY:
(Total Price) $_____

IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____calendar days after award of contract by City Council.

V. Any trade-in units 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:_____

May 14, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Tracey L. Belser, Support Services Director
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of Three (3) New Mid-Size Police Utility Vehicles to be Used in the Casper Police Department for the Total Amount of $116,895.00.

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of three (3) new mid-sized police utility vehicles, from Fremont Motors, Sheridan, Wyoming, to be used in the Casper Police Department for the total amount of $116,895.00.

Summary
On May 13, bids were publicly opened for three (3) new mid-sized police utility vehicles. One (1) bid was received from Fremont Motors of Sheridan, WY. The price of the utility vehicles from Fremont Motors of Sheridan is $38,965.00 each, bringing the total to $116,895.00. These vehicles will be used by Casper Police Department Officers.

There are no trades for the new Police vehicles. Current Police Officers will receive the new vehicles and their older units will be kept for new hires in the Department. This will extend the life of the current vehicles, but we are confident with the maintenance program that they will continue to operate to their fullest capacity.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once each week for a minimum of two (2) consecutive weeks. The bids were as follows:

Bid Item	Vendor	Bid Amount	Trade	Net Cost
(3) Mid-Size Utility 2020 Ford Explorer	Fremont Motors Sheridan, WY	$38,965.00	None	$116,895.00

The recommended purchase for the three (3) new mid-size police utility vehicles from Fremont Motors, Sheridan, WY complies with the intent of all specifications.

Financial Considerations
This purchase was approved in the FY19 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 Taylor Gilbert, Police Fleet Coordinator in the Casper Police Department, after the equipment is received.

Attachments
Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
235-8410
April 12, 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., May 1, 2019** for the following:

Three (3) new **Mid-Size Police Utility Vehicles,** to be used in the Casper Police Department;

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of Three (3) new **Mid-Size Police Utility Vehicles,** to be used in the Casper Police Department. These units shall be new with less than five hundred (500) 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

American Manufacturer _____

Three (3) Keys Keyed Alike 1284X _____

Mileage: 500 Miles or Less (New) _____

Four (4) Doors w/ Rear Opening hatch and gate. _____

Automatic Transmission _____

Turbocharged V6 E.F.I. Gasoline Engine (99T or Equal) _____

Four Wheel Drive or AWD _____

RF Noise Suppression Ground Straps (60R or Equal) _____

Full Size Spare Tire & Wheel _____

Skid plate protection package (76D or Equal) _____

MM Ultra Blue Clear Coat Metallic or Equal _____

Certified Police Service Package (500A or Equal) _____

Power Steering _____

Tilt Steering Wheel _____

Power Brakes _____

Power Windows w/ Rear door Disable (18W or Equal) _____

Power Door Locks w/ Hidden Plungers in Rear, _____
(52H or Equal) _____

Side Mirrors with Drivers Convex Spot, Heated _____
(549 or Equal) _____

Cargo Dome Lamp and Courtesy Lamp _____
Disable. Dark car lamp. (43D or Equal) _____

Front Headlamp Lighting Solution _____
Wiring grill/lamp/siren/speakers (66A or Equal) _____

Rear Lamp Package Harness Kit (21P or Equal) _____

Tail Lamp Lighting Solution (66B or Equal) _____

Drivers side L.E.D. Spotlight (51R or Equal) _____

100 Watt Siren/Speaker installed (18X or Equal) _____

Back up Camera in rear view mirror (87R or Equal) _____

Reverse Sensing System (76R or Equal) _____

Heavy Duty Vinyl Flooring _____

Black Interior w/ Cloth Bucket Seats _____
and Vinyl Rear Seat. (9W or Equal) _____

Factory Air Conditioning _____

Heater/Defroster _____

Radio AM/FM _____

Hands Free or Bluetooth (53M or Equal) _____

5 Year 100,000 Mile Power Train Warranty _____
(Cost of Extended Warranty to Match) _____

Bid to be Valid for "Piggyback" option up to _____
120 Days after Delivery of the last unit from _____
the initial order. _____

Selling Dealer Must be Able to Pick Up
and Warranty Repairs within 48hrs
NO EXCEPTIONS

Fuel Tank to be full at Delivery with
Unleaded at minimum 85% Octane

Copy of Order Confirmation to be provided
upon Completion of Order
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
THREE (3) NEW MID-SIZE POLICE UTILITY VEHICLES,
FOR THE
CASPER POLICE DEPARTMENT

Proposal of (Company Name)_____
(Address)_____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated April 12, 2019

BID ITEM:_____
Description:_____

Make and Model:_____
Federal Certified GVW:_____

I. Price bid for one each (1ea.) new Mid-Size Police Utility Vehicle, as specified $_____

X 3

Total $_____

II. Trade-in allowance for Unit #101212, 2013 Ford Taurus Police Pkg $_____
VIN# 1FAHP2M84DG162579, 88551 Miles

Trade in allowance for unit #101219, 2013 Ford Taurus Police Pkg $_____
VIN# 1FAHP2M87DG162592, 73125 Miles

Trade in allowance for Unit #101230, 2013 Ford Taurus Police Pkg $_____
VIN# 1FAHP2M81DG162586, 73220 Miles

III. NET COST TO THE CITY:
(Total Price) $_____

IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____calendar days after award of contract by City Council.

V. Any trade-in units 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.

May 14, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Tracey L. Belser, Support Services Director
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New Dedicated Turf Sprayer, in the Total Amount of $52,636.00 for Use by the Golf Division of the Parks and Recreation Department.

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of one (1) new dedicated turf sprayer, from Midland Implement Co., Billings, Montana, to be used in the Golf Division of the Parks and Recreation Department, in the total amount of $52,636.00.

Summary
On May 13, bids were publicly opened for one (1) new dedicated turf sprayer, two (2) bids were received. The dedicated turf sprayer will be utilized by golf course crews for treating all ornamental and noxious weeds and also applying liquid fertilizers where needed. Spraying is performed throughout the season at the golf course.

There is no trade for the new sprayer. In the past, a spray trailer was used to accomplish all spraying on the golf course. The trailer was pulled by a small utility vehicle leaving the crew without a transportation vehicle while the course was being treated. A dedicated sprayer will allow other vehicles to still be used while spraying is taking place. The spray trailer is no longer in working order due to its age and unattainability of replacement parts.

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) New Sprayer Toro 5800G	Midland Implement Billings, MT	$52,636.00	NA	$52,636.00

Bid Item	Vendor	Bid Amount	Trade	Net Cost
(1) New Sprayer Smithco 3180	Stotz Equipment Casper, WY	$59,850.00	NA	$59,850.00

The recommended purchase of the dedicated turf sprayer from Midland Implement Co., Billings, MT complies with the intent of all specifications.

Financial Considerations
This purchase was approved in the FY19 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
April 26, 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 4:00 p.m., May 13, 2019** for the following:

One (1) New or Used **Dedicated Turf Sprayer**, to be used in the Municipal Golf Course 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) Dedicated Turf Sprayer. The unit shall be new, demo, or slightly used and have less than three-hundred (300) hours and be less than twelve (12) months old, with full factory warranty. 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.

ITEM	MINIMUM SPECIFICATIONS	BIDDER'S SPECIFICATIONS
ENGINE:	Power: 4 cylinder gas, EFI, 50 hp minimum. Cooling Method: Liquid	_____
FUEL TANK:	Fuel Tank Capacity: 12 U.S. Gallon minimum.	_____
TRANSMISSION:	Hydrostatic system, rear wheel drive, foot pedal control of forward/reverse	_____
GROUND SPEED:	0-10 mph forward 0-4 mph reverse	_____ _____
TIRES:	4 ply smooth tread – Front 4 ply turf tread – Rear	_____ _____
BRAKES:	2-wheel mechanical cable operated multi disc brakes. Hydrostatic braking through drive train.	_____
MAIN FRAME:	Welded high strength tubular construction	_____

SUSPENSION:	Front: Straight axle with twin independent leaf springs and dual shock absorbers. Rear: Rigid with floatation tires	_____ _____
STEERING:	Hydraulic with dedicated power source 48° steering angle.	_____
INSTRUMENTATION:	Analog spray system pressure gauge, fuel gauge, battery lamp, oil pressure lamp, coolant temp. lamp, ignition key switch	_____
CONTROLS:	Spray pump switch, tank agitation switch, individual boom selection switches, master boom switch, manual/automatic spray switch, boom lift/lower switches, USB port, 12V power socket	_____
SEATS:	Bucket seats (2)	_____

SPRAYER:

SOLUTION TANK:	High density, impact resistant polyethylene with a minimum 16" fill well	_____
CAPACITY:	Minimum 300 Gallons	_____
SPRAY PUMP:	Rated at 49gpm, 220 psi maximum	_____
AGITATOR:	Side mounted jet agitation nozzles	_____
BOOM ASSEMBLY:	20.5' length, 4 nozzles per selection, triangular truss-style open boom, 12 total nozzle mounts with diaphragm check valves	_____
INSPECTION AND DELIVERY:	Upon delivery there will be 10 days allowed for inspection of the unit to verify it meets all specifications. A copy of the order confirmation to be provided upon completion of order. Full copy of specifications must be delivered with the completed unit.	_____
WARRANTY:	A minimum of a 12-month full warranty to begin upon City's acceptance of the equipment. The winning vendor shall	

	deliver a comparable dedicated turf sprayer at no charge, or credit the City of Casper parts or rental credit of equal value, if the dedicated turf sprayer is non-operable for more than 36 consecutive hours due to manufacturer defects or failure for a minimum of one (1) year after delivery.	_____
FILTER:	A full set of filters shall be provided for the unit at no extra cost.	_____
MANUALS:	Two (2) complete sets of operator's manuals, (2) sets of service manuals, and (2) sets of parts manuals shall be supplied (made specifically for sprayer being sold). NO EXCEPTIONS.	_____
TRAINING:	The successful bidder shall provide a training program at the Casper Service Center maintenance building, sufficient in scope for long/short term efficient, effective, economical and safe operation and maintenance (included in the price of the unit).	_____

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, 1800 East K Street, Casper, Wyoming, 82601. Phone 307-235-8410.

PROPOSAL FOR FURNISHING ONE (1) NEW OR USED DEDICATED TURF SPRAYER FOR THE MUNICIPAL GOLF COURSE SECTION 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 April 26, 2019.

BID ITEM:_____
Description:_____

Make and Model:_____
Federal Certified GVW:_____

I. Price bid for One (1) New or Used dedicated turf sprayer, as specified $_____

II. Delivery: F.O.B. City of Casper within _____calendar days after award of contract by City Council.

III. 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 as per requirements of section II. 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:_____

May 14, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Tracey L. Belser, Support Services Director
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New Aerator, in the Total Amount of $22,938.00 for Use by the Golf Division of the Parks and Recreation Department.

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of one (1) new aerator, from Midland Implement Co., Billings, Montana, to be used in the Golf Division of the Parks and Recreation Department, in the total amount of $22,938.00.

Summary
On May 13, bids were publicly opened for one (1) new aerator, one (1) bid was received. The aerator will be utilized by golf course crews for aerating greens, approaches, and tee boxes. Aeration is performed on these areas to relieve compaction and promote root growth. This is done at least three times per year.

The trade for this new aerator is a 1997 John Deere aerator. The 1997 aerator meets all criteria 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 each week for a minimum of two (2) consecutive weeks. The bids were as follows:

Bid Item	Vendor	Bid Amount	Trade	Net Cost
(1) New Aerator Toro Pro Core	Midland Implement Billings, MT	$23,138.00	$200.00	$22,938.00

The recommended purchase of the aerator from Midland Implement Co., Billings, MT complies with the intent of all specifications.

Financial Considerations
This purchase was approved in the FY19 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
April 26, 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 4:00 p.m., May 13, 2019** for the following:

One (1) New or Used **Aerator**, to be used in the Municipal Golf Course 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) Aerator. The unit shall be new, demo, or slightly used and have less than three-hundred (300) hours and be less than twelve (12) months old, with full factory warranty. 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.

ITEM	MINIMUM SPECIFICATIONS	BIDDER'S SPECIFICATIONS
ENGINE:	Power: 600-700 cc, 20 hp minimum. Cooling Method: Air	_____
FUEL TANK:	Fuel Tank Capacity: 7 U.S. Gallon minimum.	_____
TRANSMISSION:	3-Wheel Drive, self-powered, Series parallel hydrostatic, closed loop	_____
AERATION WIDTH:	45" minimum	_____
INSTRUMENTATION:	Tachometer, hour meter	_____
CONTROLS:	Coring head raise/lower on handle console, parking brake and transaxle shift on handle. Aeration depth control adjustment on coring head.	_____
INSPECTION AND DELIVERY:	Upon delivery there will be 10 days allowed for inspection of the unit to verify it meets all specifications. A copy of the order confirmation to be provided upon completion of order. Full	

	copy of specifications must be delivered with the completed unit.	_____
WARRANTY:	A minimum of a 12-month full warranty to begin upon City's acceptance of the equipment. The winning vendor shall deliver a comparable aerator at no charge, or credit the City of Casper parts or rental credit of equal value, if the aerator is non-operable for more than 36 consecutive hours due to manufacturer defects or failure for a minimum of one (1) year after delivery.	_____
FILTER:	A full set of filters shall be provided for the unit at no extra cost.	_____
MANUALS:	Two (2) complete sets of operator's manuals, (2) sets of service manuals, and (2) sets of parts manuals shall be supplied (made specifically for aerator being sold). NO EXCEPTIONS.	_____
TRAINING:	The successful bidder shall provide a training program at the Casper Service Center maintenance building, sufficient in scope for long/short term efficient, effective, economical and safe operation and maintenance (included in the price of the unit).	_____

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, 1800 East K Street, Casper, Wyoming, 82601. Phone 307-235-8410.

PROPOSAL FOR FURNISHING ONE (1) NEW OR USED AERATOR FOR THE MUNICIPAL GOLF COURSE SECTION 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 April 26, 2019.

BID ITEM:_____
Description:_____

Make and Model:_____
Federal Certified GVW:_____

I. Price bid for One (1) New or Used Aerator, as specified $_____

II. Trade-in allowance for Unit 82193 $_____

IV. NET COST TO THE CITY (Total Price after trade): $_____

V. Delivery: F.O.B. City of Casper within _____calendar days after award of contract by City Council.

VI. 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 as per requirements of section II. 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:_____

May 14, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Tracey L. Belser, Support Services Director
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) Three-Quarter-Ton Cab and Chassis Pickup, in the Total Amount of $24,649.00, for Use by the Water Distribution Division of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of one (1) three-quarter-ton cab and chassis pickup, from Greiner Ford, Casper, Wyoming, to be used in the Water Distribution Division of the Public Services Department, in the total amount of $26,649.00.

Summary
On May 13, bids were publicly opened for one (1) three-quarter ton cab and chassis pickup truck. Four (4) bids were received from two (4) Wyoming vendors. This vehicle will be used for transporting employees, equipment, tools and supplies, as well as towing large equipment (backhoe and skid steer) to water repair sites around the city.

The trade for this vehicle is a 2008 Ford F350 with a utility bed. The utility bed is no longer needed for this vehicle therefore giving us the ability to justify a three-quarter-ton instead of a full one-ton. The 2008 Ford F350 meets all criteria 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) Three-quarter-Ton Ford F250	Greiner Ford Casper, WY	$32,149.00	$7,500.00	$24,649.00

(1) Three-quarter-Ton 2019 Ram 2500	Fremont Motors Casper, WY	$34,370.00	$7,000.00	$27,370.00
(1) Three-quarter-Ton 2019 Ford F250	Fremont Motors Sheridan, WY	$32,092.00	$6,500.00	$25,592.00
(1) Three-quarter-Ton 2019 Chevy 2500	Fremont Motors Riverton, WY	$30,354.00	$5,000.00	$25,354.00

The recommended purchase for the one (1) three-quarter-ton cab and chassis pickup truck from Greiner Ford, Casper, WY complies with the intent of all specifications.

Financial Considerations
This purchase was approved in the FY19 adopted budget and is funded by the water fund.

Oversight/Project Responsibility
This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Clint Connor, Water Distribution Manager in the Public Services Department, after the equipment is received.

Attachments
Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
March 12, 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 2:00 p.m., May 13, 2019** for the following:

One (1) new **3/4 Ton Cab Extended Cab, Super Cab, or similar** to be used in the Water Distribution of the Public Services Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **3/4 Ton Extended Cab, Super Cab, or Similar** to be used in the Water Distribution Division of the Public Services 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) _____

GVWR 10,000. _____

Wheelbase – 164" _____

Extended Cab, Super Cab, or similar _____

Four Wheel Drive _____

Automatic Transmission _____

Electronic shift on the fly _____

Minimum 6.0 L V-8 Gasoline Engine _____

Minimum 175 amp alternator _____

Permanent anti-freeze protection to minus 30 degrees F. _____

Tires/wheels – Radial ply tires as required for _____

GVWR, 5 Tires and wheels, all season, all terrain tread _____

Manufacturer's standard single color, white _____

Power Steering _____

Tilt Steering Wheel _____

Four wheel anti-lock braking system _____

Power Windows _____

Power Door Locks _____

Power Mirrors _____

Back up camera system factory installed, camera and lead _____
Provided by truck manufacturer for installation with body _____

110V/400watt factory inverter _____

Heavy Duty Vinyl Flooring throughout _____

OEM heavy duty rubber floor mats _____

Cloth seats, matching trim throughout in standard _____
Color, Steel or equivalent _____

Factory Air Conditioning _____

Heater/Defroster _____

Upfitter Switches for Accessories _____

AM/FM Radio with Bluetooth factory installed _____

Trailer/tow package _____

Factory installed trailer brake controller _____

Running boards _____

Jack and lug wrench _____

5 Year 60,000 Mile Power Train Warranty _____

Adjustable seat frame mounted computer stand _____

Body and Accessories:

Four Maxxima 6 LED Surface Mount Emergency Warning Light, white/amber clear lens or approved equal. (2) mounted in the front grill and (2) mounted at rear of bed. All (4) attached to lighted switch in cab _____

Rhino lined bed _____

General:

Bid to be valid for "Piggyback" option up to 120 Days after delivery of the last unit from the initial order. _____

Selling Dealer Must be able to pick up and warranty repairs within 48hrs NO EXCEPTIONS _____

Fuel Tank to be full at delivery with Unleaded at minimum 85% Octane _____

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 _____

All warranties to begin upon delivery of fully assembled vehicle _____

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) 3/4 TON EXTENDED, SUPER CAB, OR SIMLAR
FOR THE
WATER DISTRIBUTION DIVISION OF THE PUBLIC SERVICES DEPARTMENT

Proposal of (Company Name)_____
(Address)_____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated April 26, 2019.

BID ITEM:_____
Description:_____

Make and Model:_____
Federal Certified GVW:_____

I. Price bid for one new 3/4 Ton Pickup, including Additional Features and Accessories, as specified $_____

II. Trade-in allowance for Unit #660207, 2008 Ford F350 Super Duty 4WD Service truck with utility bed VIN#1FDWX31578EC22076, 90,179 Miles $_____

III. NET COST TO THE CITY: (Total Price) $_____

IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____calendar days after award of contract by City Council.

VI. Any trade-in units 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_____%.

May 14, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Tracey L. Belser, Support Services Director
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) One-Ton Cab and Chassis Pickup With Platform Bed, in the Total Amount of $47,063.00, for Use by the Water Distribution Division of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of one (1) one-ton cab and chassis pickup with platform bed, from Greiner Ford, Casper, Wyoming, to be used in the Water Distribution Division of the Public Services Department, in the total amount of $47,063.00.

Summary
On May 13, bids were publicly opened for one (1) three-quarter ton pickup truck with platform bed. Three (3) bids were received from two (2) Wyoming vendors. All vendors made an exception to bid a full one-ton instead of a three-quarter-ton pickup truck due to the weight of the platform bed. A one-ton chassis is required for this application due to the weight of the crane that will be attached and then certified for DOT weight requirements, as well as the large equipment (backhoe and skid steer) that is trailered and towed to water repair sites around the city.

The trade for this vehicle is a 2008 Ford F250 with a utility bed. The crane that was used on this vehicle will be removed and transferred over to the new vehicle. The 2008 Ford F250 meets all criteria 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 2019 Ford F350	Greiner Ford Casper, WY	$51,563.00	$4,500.00	$47,063.00

(1) One-Ton 2019 Ram 3500	Fremont Motors Casper, WY	$53,598.00	$3,500.00	$50,098.00
(1) One-Ton 2019 Ford F350	Fremont Motors Sheridan, WY	$52,679.00	$3,000.00	$49,679.00

The recommended purchase for the one (1) one-ton cab and chassis pickup with platform bed from Greiner Ford, Casper, WY complies with the intent of all remaining specifications.

Financial Considerations
This purchase was approved in the FY19 adopted budget and is funded by the water fund.

Oversight/Project Responsibility
This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Clint Connor, Water Distribution Manager in the Public Services Department, after the equipment is received.

Attachments
Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
April 26, 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 2:00 p.m., May 13, 2019** for the following:

One (1) new **3/4 Ton Cab and Chassis Pickup Truck with Platform Bed,** to be used in the Water Distribution of the Public Services 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 3/4 Ton Cab and Chassis Pickup Truck with Platform Bed,** to be used in the Water Distribution Division of the Public Services Department. This unit shall be new with less than One Thousand Five hundred (1500) miles and be less than six months old. Units 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) _____

GVWR 10,000 _____

Wheelbase – 141" _____

Cab to axle – 56" _____

Cab – Regular cab or equivalent _____

Four Wheel Drive _____

Automatic Transmission _____

Electronic shift on the fly _____

Minimum 6.0 L V-8 Gasoline Engine _____

Minimum 175 amp alternator _____

Permanent anti-freeze protection to minus 30 degrees F. _____

Tires/wheels – Radial ply tires as required for GVWR, 5
Tires and wheels, all season, all terrain tread _____

Manufacturer's standard single color, white _____

Power Steering _____

Tilt Steering Wheel _____

Four wheel anti-lock braking system _____

Power Windows _____

Power Door Locks _____

Power Mirrors _____

Back up camera system factory installed, camera and lead
Provided by truck manufacturer for installation with body _____

110V/400watt factory inverter _____

Heavy Duty Vinyl Flooring throughout _____

OEM heavy duty rubber floor mats _____

Cloth seats, matching trim throughout in standard
Color, Steel or equivalent _____

Factory Air Conditioning _____

Heater/Defroster _____

Upfitter Switches for Accessories _____

AM/FM Radio with Bluetooth factory installed _____

Trailer/tow package _____

Factory installed trailer brake controller _____

Running boards _____

Jack and lug wrench _____

5 Year 60,000 Mile Power Train Warranty _____

Adjustable seat frame mounted computer stand _____

Body and Accessories:

Four Maxxima 6 LED Surface Mount _____
Emergency Warning Light, white/amber clear lens or
approved equal. (2) mounted in the front grill and (2) _____
mounted at rear of platform bed. All (4) attached
to lighted switch in cab _____

Low profile beacon light, Federal Signal part number
454201HL-25, mounted on the headache rack
of bed wired to a spare upfitter switch _____

Arrow stick mounted high on headache rack with controller
mounted in cab. Meet with CPU staff on location and
Style of arrow stick. _____

Knapheide Value–MasterX PVMXT-868C Platform
bed or equal to include: _____

BHT3696A model tapered bulkhead _____

5" structural long sills _____

Formed 11 ga cross members on 18" centers _____

Tread plate steel deck _____

Internal stake pockets _____

Rear receiver hitch & 7 prong plug _____

Mount kit _____

Two Buyers 1742300 24"x18"x18" _____
Underbody toolboxes or equivalent mounted
On the front drivers and passenger side _____

One Buyers 1725641 72"x21"x13" _____
Aluminum above body toolbox or equivalent,
Mounted on the front passenger side

One Buyers 1725640 72"x21"x13" _____
Aluminum above body toolbox or equivalent
Mounted on the front drivers side _____

Bed and bed understructure with bulkhead and _____
Underbody boxes spraylined black
(Leave above body boxes unlined) _____

Hitch step _____

Additional Features and Accessories:

Transfer Liftmoore 206 crane from Unit# 660211
to new unit. This includes all wiring, mounting, stabilizer
and load testing. This will also need to be mounted
on a 10" pedestal to clear toolbox on passenger side. _____

Integrated outrigger sized appropriately rated for
Specified crane _____

Rear axle super spring (or equivalent) _____

Miscellaneous

Verify that specified cab and chassis will _____
Accommodate Knapheide _____
Value–Master X PVMXT-868C Platform _____
bed, crane, and combination of tool box sizes or equal. _____

General:

Bid to be valid for "Piggyback" option up to _____
120 Days after delivery of the last unit from _____
the initial order. _____

Selling Dealer Must be able to pick up and warranty _____
repairs within 48hrs NO EXCEPTIONS _____

Fuel Tank to be full at delivery with _____
Unleaded at minimum 85% Octane _____

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 _____

All warranties to begin upon delivery of fully assembled _____
vehicle _____

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) 3/4 TON PICKUP TRUCK WITH PLATFORM BED,
FOR THE
WATER DISTRIBUTION DIVISION OF THE PUBLIC SERVICES DEPARTMENT

Proposal of (Company Name)_____
(Address)_____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated April 26, 2019.

BID ITEM:_____
Description:_____

Make and Model:_____
Federal Certified GVW:_____

I. Price bid for one new 3/4 Ton Pickup, including Additional Features and Accessories, as specified $_____

II. Trade-in allowance for Unit #660211, 2008 Ford F250 Super Duty 4WD Service truck with utility bed VIN#1FDNF21548ED04517, 73,152 Miles $_____

III. NET COST TO THE CITY: (Total Price) $_____

IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____calendar days after award of contract by City Council.

V. Any trade-in units 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_____%.

May 30, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director
Pete Meyers, Assistant Financial Services Director
Evan Condelario, Budget & Accounting Supervisor

SUBJECT: Fiscal Year 2019-2020 Proposed Budget Summary

Meeting Type & Date
Regular Council Meeting
June 4, 2019

Action Type
Minute Action

Recommendation
That Council, by minute action, authorizes inclusion of Fiscal Year 2019-2020 Proposed Budget Summary into the minutes of the June 4, 2019, Regular Council meeting.

Summary
By Wyoming State Statute 16-4-109(a), a Summary Proposed Budget is to be entered into the minutes and published at least one (1) week before the public hearing date. To meet this requirement, the attached Summary of the Fiscal Year 2019-2020 Proposed Budget is hereby submitted for inclusion in the June 4, 2019, minutes.

On June 18, 2019 a public hearing will be held for presentation of the Fiscal Year 2019-2020 Budget. W.S.S. 16-4-109(b) further requires that within twenty-four (24) hours of the conclusion of the public hearing the Council shall adopt the budget, which, subject to future amendments, shall be in effect for the next fiscal year. Prior to adoption, the Requested Budget Summary is subject to change, after review by the City Council.

Financial Considerations
None

Oversight/Project Responsibility
Tom Pitlick, Financial Services Director

Attachments:
City Wide Budget Summary FY20

City Wide
FY20 Budget Summary

General Fund		
City Council	$	473,676
City Manager		692,195
City Attorney		751,104
Municipal Court		619,293
City Clerk		443,372
Financial Services		2,695,394
Human Resources		883,141
Planning		672,543
Information Technology		1,542,735
Police Department		15,711,315
Fire-EMS		9,372,204
Code Enforcement		1,021,933
Engineering		827,041
Streets		3,857,138
Cemetery		441,030
Fort Caspar		424,946
Parks		2,043,438
Health, Social & Community Services		1,139,094
City Campus		397,959
Capital Projects Funds		
Capital Projects Funds		17,205,313
Opportunities Fund		8,534
Enterprise Funds		
Water		15,444,660
Water Treatment Plant		3,349,604
Sewer		7,582,969
Wastewater Treatment Plant		14,245,176
Refuse Collection		7,612,499
Balefill		9,725,790
Casper Events Center		1,109,535
Golf Course		751,049
Casper Recreation Center		1,418,068
Aquatics		1,175,066
Ice Arena		643,201
Hogadon Ski Area		926,349
Parking Lots		35,418

Special Revenue Funds			
Weed & Pest Control			588,677
Transit Services			2,029,966
Metropolitan Planning Organization			1,416,913
Police Grants			261,888
Fire Grants			156,100
Redevelopment Loan Fund			67,000
Revolving Land Fund			25,294
Debt Services Funds			
Special Assessments			3,001
Internal Services Funds			
Fleet Maintenance			2,460,784
Buildings & Structures			965,061
Property & Liability Insurance			2,132,806
Trust & Agency Funds			
Perpetual Care			646,375
Metro Animal Services			753,157
Public Safety Communications			2,685,08
Health Insurance			8,280,958
	Total		**153,025,216**
Less Intergovernmental Transactions			
Transfers Out			(7,156,840)
Internal Services Charges			(5,965,149)
	Total		**(13,121,989)**
	Total	**$**	**139,903,227**