COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, June 18, 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 JUNE 4, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JUNE 11, 2019

4. CONSIDERATION OF BILLS AND CLAIMS

5. COMMUNICATIONS

A. From Persons Present

6. PUBLIC HEARINGS

A. Ordinance

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

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

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

B. Resolution

1. **Budget Amendment #3**.

2. **Fiscal Year 2020 Budget**.

C. Minute Action

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

7. SECOND READING ORDINANCES

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

1. Communications from Persons Present

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

1. Communications from Persons Present

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

1. Communications from Persons Present

7. SECOND READING ORDINANCES (continued)

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

1. Communications from Persons Present

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

1. Communications from Persons Present

8. RESOLUTIONS

A. Consent

1. Authorizing a Professional Services Contract with **Casper Area Transportation Coalition, Inc**., a Wyoming Non-Profit Corporation, for Fiscal Year 2020, in an Amount not to Exceed $1,994,966.

2. Authorizing a Lease to **Casper Area Transportation Coalition, Inc.,** a Wyoming Non-Profit Corporation, for Two Buildings, Parking Area and Adjacent Land at **1715 East 4th Street**, in the Amount of $25, Commencing July 1, 2019 through June 30, 2020.

3. Authorizing a Lease for the use of **Certain City-Owned Vehicles to Casper Area Transportation Coalition, Inc.,** a Wyoming Non-Profit Corporation, for the Transportation of the Elderly, Disabled, and General Public for the Fiscal Year 2020, in an Amount of $25, Commencing July 1, 2019 through June 30, 2020.

4. Initiating the Annexation of 14.5-Acres, More or Less, Described as the **Green Valley Mobile Home Park**, Located at 2760 South Robertson Road.

5. Authorizing Amendment No. 1 to the Cooperative Agreement with the **Wyoming Department of Transportation** for the **Interstate 25 & Casper Marginal Beautification Project**.

6. Authorizing Amendment No. 1 to the Grant Agreement with the **Wyoming Water Development Commission** for a Time Extension of 365 days for the **East Casper Zone III Water System Improvements Project**.

7. Authorizing a Revocable License Agreement with **Energy Property Holdings** for **Water and Sewer Services across City of Casper Property**.

8. RESOLUTIONS (continued)

A. Consent

8. Authorizing an Agreement with **LONG Building Technologies**, in the Amount of $125,026, for the **City Facilities Security Door Upgrades Project**.

9. Authorizing an Agreement with **Crown Construction, LLC**, in the Amount of $142,150, for the **2019 Platte River Trails Replacements**, Project No. 19-019.

10. Authorizing an Agreement with **Carr Coatings, LLC**, in the Amount of $220,000, for the **North Park Tank Exterior Painting**, Project No. 19-016.

11. Authorizing a Procurement Agreement with **S.P. Kinney Engineers, Inc.,** in the Amount of $35,150, for an **Automatic Self-Cleaning Strainer** for use at the Sam H. Hobbs Wastewater Treatment Plant.

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

9. MINUTE ACTION

A. Consent

1. Authorizing a Sole Source Purchase Agreement with **Core and Main** of Henderson, Colorado, for the Purchase of **Neptune Water Meters and Meter Registers**.

2. Authorizing the Discharge of $233,149.85 of **Uncollectible Accounts Receivable Balances** from **OMNI**.

3. Authorizing the Discharge of $9,589.69 of **Uncollectible Accounts Receivable Balances**, Aged between the Date of January 1, 2014 and March 31, 2014, Including a More Recent Bankruptcy.

4. Authorizing the Purchase of One (1) **New Side Loading, 27 Cubic Yard, Sanitation Truck**, from **CMI TECO**, Casper, Wyoming, in the Total Amount of $301,838, Before Trade, for Use by the Solid Waste Section of the Public Services Department.

5. Authorizing the Purchase of One (1) New **Front-End Loader**, from **Wyoming Machinery**, Casper, Wyoming, in the Total Amount of $145,761, for Use by the Solid Waste Section of the Public Services Department.

9. MINUTE ACTION (continued)

A. Consent

6. Authorizing the Purchase of One (1) New **Fuel Supply Trailer**, from **Ameritech Equipment Co.**, Casper, Wyoming, in the Total Amount of $24,375, to be Used in the Solid Waste Section of the Public Services Department.

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

11. ADJOURNMENT

Upcoming Council meetings

Council meetings
6:00 p.m. Tuesday, July 2, 2019– Council Chambers
6:00 p.m. Tuesday, July 16, 2019 – Council Chambers

Work sessions
4:30 p.m. Tuesday, June 25, 2019 – Council Meeting Room
4:30 p.m. Tuesday, July 9, 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
June 4, 2019

1. ROLL CALL
Casper City Council met in regular session at 6:00 p.m., Tuesday, June 4, 2019. Present: Councilmembers Bates, Freel, Hopkins, Huber, Johnson, Lutz, Pacheco, Walsh and Mayor Powell.

2. MINUTES
Moved by Councilmember Walsh, seconded by Councilmember Freel, to, by minute action, approve the minutes of the May 21, 2019, regular Council meeting, as published in the Casper-Star Tribune on June 1, 2019. Motion passed.

3. BILLS & CLAIMS
Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to, by minute action, approve payment of the June 4, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 06/04/19

1stAmerTitle	Services	$1,028.00
AEckhart	Reimb	$19.05
AMBI	Services	$587.43
Ameritech	Services	$1,916.25
ARSFlood	Services	$16,916.32
Balefill	Services	$94,169.46
BankOfAmerica	Goods	$231,919.50
BCheesley	Refund	$30.24
BHEnergy	Services	$17.11
Brenntag	Goods	$10,599.24
CASA	Funding	$3,081.90
CasperElectric	Services	$1,995.00
CasperPubSafetyComm	Services	$5,624.50
CATC	Funding	$160,577.49
Centurylink	Services	$1,129.84
Ch2mHill	Services	$34,586.73
CIGNA	Services	$11,711.96
CityofCasper	Services	$6,119.62
CLangston	Reimb	$31.90
CMorrison	Reimb	$115.25
CollectionCenter	Services	$1,258.13
CommTech	Goods	$14,144.49
CrimeSceneInfo	Services	$109.87
CsprPD	Funding	$875.63
Dell	Goods	$3,040.64

DeltaDental	Services	$37,265.85
DesertMtn	Goods	$21,447.95
DFS	Services	$120.00
DMintle	Svcs	$200.00
DooleyOil	Fuel	$16,488.25
DPCIndustries	Goods	$7,052.05
EngDsgnAssoc	Services	$750.00
FirstData	Services	$5,739.35
FirstInterstateBank	Services	$205.00
FmlyJrnyCtr	Services	$339.79
GeosyntecConsult	Consult	$6,965.46
GilesTransport	Svc	$665.00
GlobalSpect	Funding	$82,909.91
GolderAssociates	Services	$3,986.13
HDR Engineering	Projects	$4,440.30
HIhrig	Reimb	$500.00
Hitek	Services	$141.00
HLorenzen	Refund	$52.23
Homax	Goods	$24,032.09
ImsInfrastrct	Software	$19,701.75
ITCElec	Services	$540.60
JEllenbecker	Refund	$44.56
JTLGroup	Services	$492.49
JTMiller	Refund	$42.67
KVDavisConseling	Speaker	$100.00
LeewardTreeFrm	Misc	$250.00
LisasSpicnSpan	Services	$198.00
LnclnNtlLife	Services	$282.03
LSchuelke	Refund	$77.74
MAnderson	Services	$100.00
MBaker	Refund	$51.14
McMurryReadyMix	Goods	$248.75
MillsPolice	Services	$956.30
Motorola	Services	$5,426.97
MWalton	Refund	$31.34
Nalco	Supp	$16,308.00
Napa	Goods	$81,182.88
NationalBenefitServices	Services	$54.00
NCHealthDept	Funding	$45,000.00
NCSheriffsOffice	Funding	$111,882.50
PCN	Services	$966,385.11
PepperTank	Goods	$5,920.00
Pepsi	Goods	$222.90

Plygrd Hound	Services	$3,910.95
PostalPros	Services	$15,918.30
ProforceLawEnforcement	Goods	$589.55
RecyklingIndRepairs	Services	$33,000.00
RGrant	Reimb	$39.93
RockyMtnPower	Services	$46,473.63
RWilliams	Refund	$54.18
SDunnuck	Reimb	$72.00
SlfHltCenter	Services	$7,752.55
StarTribune	Services	$90.24
StarTribune	Subscrip	$502.99
StarTribune	Services	$1,931.91
TDWardwell	Refund	$52.23
TGarcia	Reimb	$160.00
TNVC	Svcs	$10,672.20
TrihydroCorp	Projects	$9,505.47
TSmith	Refund	$25.41
TSpringer	Refund	$73.45
TTurnbull	Refund	$13.94
VisionServicePlan	Services	$1,169.58
WasteWaterTreatment	Funding	$346,025.30
WaterTechnologyGroup	Services	$79,112.00
WesternPlainsLandscaping	Services	$9,250.00
WesternWaterConsult	Services	$22,982.05
WestPlainsEngineering	Services	$400.00
WH LLC	Services	$686.25
WstrnStsFire	Supp	$61,357.45
WyMedCenter	Services	$325.90
WyPowerWash	Services	$4,352.00
		$2,726,905.10

4. PLEDGE OF ALLEGIANCE

Mayor Powell led the audience in the Pledge of Allegiance.

5. EXECUTIVE SESSION MINUTES

Moved by Councilmember Walsh, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the May 21, 2019, executive session. Motion passed.

6. BRIGHT SPOTS – LIZ BECHER

Mayor Powell then announced that Liz Becher had been named the 2018-2019 District 5440 Rotarian of the Year. Mayor Powell then shared an overview of the numerous events, projects, and programs Ms. Becher and Rotary International members have supported at the local, district, zone, and international level. Mayor Powell thanked Ms. Becher for her "Service Above Self" and provided her with a certificate of commendation.

7. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Charles Randolph, requesting Council support legislation to make railroad transportation safer; Rob Caputa, Caputa's Catering, asking about the status of designating food truck parking lots, and temporary food truck permits for out-of-town vendors; Jason Booth, 3400 Navarre, sharing his concerns about a shortage of employees in town and other factors limiting small businesses; Paul Paad, 2781 Cherokee, asking for a response on insurance requirements for special events; and Keith Rolland, 542 S. Durbin, requesting the certified public accountant (CPA) position be combined with the chief financial officer (CFO), asking about the Council responses to communications from persons present, and stating that the City is legislating too many things.

Mayor Powell then began the portion of the meeting designed to allow Council to respond to concerns brought forward during communications from persons present. Mayor Powell, Councilmembers Lutz, and Pacheco spoke regarding the railroad safety issue. Council agreed that the railroad issue would be added to a future work session agenda. City Manager Napier told Council that a long-term lease for the Goodstein parking lot, which could be used for food trucks, is being worked out with the State of Wyoming. Mayor Powell then stated that the insurance requirements for special events was part of the special events guide, which had been adopted by resolution. Council then agreed that the option for out-of-town vendors to get a temporary license, without the same requirements as local vendors, be added to a future work session agenda. Councilmember Huber then shared his opinion that many matters need to be regulated before a problem occurs so that expectations are clear and that managing many problems on an individual basis is not reasonable. Mayor Powell then stated that a copy of the special events guide would be provided to Mr. Paad. Councilmember Lutz shared her knowledge of the roles of a CPA and a CFO.

8. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Huber, seconded by Councilmember Freel, to, by minute action, establish June 18, 2019, as the public hearing date for the consideration of:

a. an 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; and

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

Motion passed.

9.A.1 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the ordinance amending site plan approval criteria. City Attorney Henley entered one (1) exhibit: correspondence from John Henley to J. Carter Napier, dated May 17, 2019. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving the site plan approval criteria, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 13-19

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

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

9.A.2 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the ordinance amending planned unit development (PUD) approval. City Attorney Henley entered one (1) exhibit: correspondence from John Henley to J. Carter Napier, dated May 17, 2019. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving PUD approval, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 14-19

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

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

9.A.3 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of an ordinance amending subdivisions. City Attorney Henley entered one (1) exhibit: correspondence from John Henley to J. Carter Napier, dated May 17, 2019. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving subdivisions, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 15-19

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

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

9.A.4 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of camping in the City limits. City Attorney Henley entered one (1) exhibit: correspondence from John Henley to J. Carter Napier, dated May 29, 2019. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving camping in City limits the public hearing was closed. Following ordinance read:

ORDINANCE NO. 16-19

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

Councilmember Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Walsh.

Moved by Councilmember Huber to amend the ordinance to use the language discussed at the last work session, with the exception of allowing fourteen (14) days instead of seven (7) days for camping on private property. Mayor Powell asked for further discussion of the ordinance before amendments. Council discussed the matter briefly. Councilmember Hopkins seconded the motion to amend. Councilmembers discussed what amount of regulation would be reasonable, and other laws that already regulate some of the camping related issues. Councilmember Lutz asked about enforcement, which City Manager Napier addressed. Mayor Powell and Councilmembers Hopkins and Huber voted aye, motion to amend the ordinance failed.

Moved by Councilmember Freel to amend the ordinance to not allow camping on public property in the City of Casper. Seconded by Councilmember Pacheco. City Manager Napier asked for clarification and City Attorney Henley indicated that some public property would be owned by other entities such as the County or School District. Council discussed the matter. Councilmember Freel restated the amendment and added "unless permitted by a designated authority", or language to that effect. Councilmembers Lutz and Walsh voted nay, motion to amend passed.

Moved by Councilmember Johnson to amend the ordinance to allow camping in a City-owned campground. Seconded by Councilmember Bates. Motion to amend passed.

Councilmembers shared their opinions on the ordinance and the amendments. Council then voted on the ordinance, on first reading, as amended. Councilmembers Huber and Mayor Powell voted nay, motion passed.

9.A.5 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of small trailer parking restrictions. City Attorney Henley entered one (1) exhibit: correspondence from John Henley to J. Carter Napier, dated May 29, 2019. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving small trailer parking, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 17-19

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

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

9.B PUBLIC HEARING - MINUTE ACTION

Mayor Powell opened the public hearing for the consideration of the issuance of new Resort Liquor License No. 8 West Center Hospitality Ops, LLC d/b/a Platte River Saloon, located at 123 West 'E' Street. City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated May 16, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated May 28, 2019; an affidavit of website publication, as published on the City of Casper website, dated May 17, 2019; an affidavit of notice of conspicuous posting, as posted at 123 West 'E' Street, dated May 16, 2019; and the liquor license application filed May 2, 2019. City Manager Napier provided

a brief report. There being no one to speak for or against the issues involving Resort Liquor License No. 8, the public hearing was closed. Moved by Councilmember Johnson, seconded by Councilmember Lutz, to, by minute action, authorize the issuance of Resort Liquor License No. 8. Councilmember Bates voted nay. Motion passed.

10.A ORDINANCE– THIRD READING
Following ordinance read:

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, and the City Manager, or his or her designee, shall determine the earliest time that the sign may be placed."
This Ordinance shall be effective on
PASSED on 1st reading the 7th day of May, 2019.
PASSED on 2nd reading the 21st day of May, 2019.
PASSED on 3rd reading the 4th day of June, 2019.

Councilmember Huber presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Walsh. The following citizens addressed Council: Dennis Steensland, 533 S. Washington, urging Council to finalize the food truck matters; and Jason Booth, 3400 Navarre, requesting de-regulation, urging Council to continue to improve downtown and pointing out that the new State office building will impact the downtown area. Motion passed.

10.B ORDINANCE– THIRD READING
Following ordinance read:

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." Cooking appliances that have the manufacturers' built in venting systems are not required to have additional hood systems installed.

Intermediate appeals of Casper Fire Department inspections pursuant to this paragraph shall be made to the City Council of Casper, which shall act as a board of appeal. Final appeal shall be to the State Fire Marshal, in accordance with state statute. 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:

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 June 25, 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 4th day of June, 2019.

Councilmember Pacheco presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Huber. Citizen Jason Booth, 3400 Navarre, addressed Council. Mr. Booth requested Council apply consistent standards to both food trucks and brick and mortar facilities. Councilmember Bates expressed concern with the International codes. Councilmember Johnson asked about the availability of the code to the public. City Manager Napier shared that a set of each of the International Codes had been taken to the Natrona County Public Library and that links are available on-line. City Attorney Henley shared information on the fair-use doctrine that would allow citizens to copy selected portions of the codes, as needed, at the public library, and confirmed that the on-line links to the International Code are acceptable to use. Council discussed the ordinance.

Moved by Councilmember Freel to amend the ordinance to add "Cooking appliances that have the manufacturers' built in venting systems are not required to have additional hood systems installed." Seconded by Councilmember Hopkins. Council discussed the amendment. Councilmember Huber voted nay. Motion to amend passed.

Moved by Councilmember Lutz to amend the ordinance so that mobile food venders have the same inspection schedule as brick and mortar facilities. Seconded by Councilmember Bates. Council discussed the matter. City Manager Napier shared information about the Natrona County Health Department inspections. Councilmember Lutz voted aye, motion to amend failed.

Moved by Councilmember Huber to amend the ordinance to insert the term "Intermediate and Final" within the appeals process to specify the level of the appeal. Seconded by Councilmember Bates. Motion passed.

Council then voted on the ordinance, on third reading, as amended. Motion passed.

10.C <u>ORDINANCE– THIRD READING</u>
Following ordinance read:

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 require 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 June 25, 2019.
PASSED on 1st reading the 7th day of May, 2019.
PASSED on 2nd reading the 21st day of May, 2019.
PASSED on 3rd reading the 4th day of June, 2019.

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

11. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

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.

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.

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.

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.

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.

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.

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.

RESOLUTION NO. 19-97

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WIRED ELECTRIC, LLC, FOR HOGADON SKI BASIN WWTP GENERATOR, PROJECT NO. 18-095.

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.

Councilmember Walsh presented the foregoing nine (9) resolutions for adoption. Seconded by Councilmember Johnson. Councilmember Freel abstained from voting on Resolution No. 19-91. Motion passed.

12. MINUTE ACTION— CONSENT

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

a. authorizing the purchase of two (2) new one-half ton pickup truck Police vehicles, from Fremont Motors, for the total amount of $70,048;

b. authorizing the purchase of three (3) new mid-size Police utility vehicles, from Fremont Motors, for the total Amount of $116,895;

c. authorizing the Purchase of one (1) new dedicated turf sprayer, from Midland Implement Co., in the Total Amount of $52,636;

d. authorizing the purchase of one (1) new aerator, from Midland Implement Co., in the total amount of $22,938;

e. authorizing the purchase of one (1) three-quarter-ton cab and chassis pickup, from Greiner Ford, in the total amount of $26,649;

f. authorizing the purchase of one (1) one-ton cab and chassis pickup with platform bed, from Greiner Ford, in the total amount of $47,063; and

g. authorizing the inclusion of fiscal year 2019-2020 summary proposed budget into the minutes of the June 4, 2019, regular Council Meeting.

Motion passed.

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 Fund		
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

13. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke on meetings and events. Councilmember Bates requested that the fireworks ban be discussed at the next work session. Councilmember Bates also asked that Council consider a 5% raise for all City employees who have greater than 20 years of service, for the 2021 budget.

14. ADJOURNMENT

Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, June 11, 2019, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, June 18, 2019, in the Council Chambers. Moved by Councilmember Hopkins, seconded by Councilmember Walsh, to, by minute action adjourn. Motion passed. The meeting was adjourned at 8:20 p.m.

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

Bills & Claims

City of Casper

06/05/2019 to 06/18/2019

A.M.B.I. & SHIPPING, INC.	19-05-400 POSTAGE	$12.70
	Subtotal for Cost Center **City Attorney:**	**$12.70**
	19-04-536 POSTAGE	$0.60
	Subtotal for Cost Center **City Manager:**	**$0.60**
	19-04-543 POSTAGE	$0.60
	Subtotal for Cost Center **Council:**	**$0.60**
	19-05-402 POSTAGE	$591.94
	Subtotal for Cost Center **Finance:**	**$591.94**
	19-05-404 POSTAGE	$2.40
	19-04-540 POSTAGE	$11.11
	Subtotal for Cost Center **Fort Caspar:**	**$13.51**
	19-05-405 POSTAGE	$9.10
	Subtotal for Cost Center **Metro Animal:**	**$9.10**
	19-06-039 POSTCARD STAMPS	$105.00
	Subtotal for Cost Center **Planning:**	**$105.00**
	19-05-409 RECYCLE DEPOT RELOCATION NOTIF	$39.17
	Subtotal for Cost Center **Refuse Collection:**	**$39.17**
	Vendor Subtotal:	**$772.62**
ALLIANCE ELECTRIC LLC.	8564 COMPOST YARD ACCESS CONTROL	$8,464.87
	Subtotal for Cost Center **Balefill:**	**$8,464.87**
	Vendor Subtotal:	**$8,464.87**
ALLURETECH	92333 MILLER HOUSE INTERNET JUNE 19	$42.00
	Subtotal for Cost Center **City Hall:**	**$42.00**
	Vendor Subtotal:	**$42.00**
AMY HERDEN	342 KCB- TRAFFIC BOX ART	$200.00
	Subtotal for Cost Center **Parks:**	**$200.00**

Note: *Click the invoice for additional information.*

	Vendor Subtotal:	**$200.00**
ANDREEN HUNT CONSTRUCTION, INC.	4013 15-083 LOWER EASTDALE CR CHANN	$5,040.60
	4013 RETAINAGE	-$147.38
	Subtotal for Cost Center **Sewer:**	**$4,893.22**
	Vendor Subtotal:	**$4,893.22**
ATLANTIC ELECTRIC, INC	7970 MOTOR REBUILD SNOW MAKING PUMP	$2,500.00
	Subtotal for Cost Center **Hogadon:**	**$2,500.00**
	Vendor Subtotal:	**$2,500.00**
BRENNTAG PACIFIC, INC.	BPI947337 AMMONIA	$13,239.00
	Subtotal for Cost Center **Water Treatment Plant:**	**$13,239.00**
	Vendor Subtotal:	**$13,239.00**
BRETT GOVERNANTI	RIN0029611 WYGEO TRAVEL REIMBURSEMENT	$62.90
	Subtotal for Cost Center **Information Services:**	**$62.90**
	Vendor Subtotal:	**$62.90**
CASPAR BUILDING SYSTEMS, INC.	1A #17-0017 COMPOST EQUIP BLDG	$93,400.00
	1A RETAINAGE	-$2,201.70
	Subtotal for Cost Center **Balefill:**	**$91,198.30**
	Vendor Subtotal:	**$91,198.30**
CASPER POLICE DEPARTMENT	RIN0029626 LEGAL/MEDICAL	$434.73
	Subtotal for Cost Center **Police Grants:**	**$434.73**
	Vendor Subtotal:	**$434.73**
CELLEBRITE INC	INVUS206094 UFED 4PC ULTIMATE	$13,085.00

	Subtotal for Cost Center **Police:**	**$13,085.00**
	Vendor Subtotal:	**$13,085.00**
CENTRAL WY. REGIONAL WATER	175004 MAY 2019 SYSTM INVESTMENT	$13,083.00
	175073 MAY 19 WHOLESALE WATER	$364,262.55
	175075 PLC/SCADA UPGRADE	$301,710.00
	Subtotal for Cost Center **Water:**	**$679,055.55**
	Vendor Subtotal:	**$679,055.55**
CENTURYLINK	RIN0029630 PHONE USE	$92.46
	Subtotal for Cost Center **Balefill:**	**$92.46**
	RIN0029639 PHONE USE	$34.76
	Subtotal for Cost Center **City Hall:**	**$34.76**
	RIN0029637 PHONE USE	$65.08
	Subtotal for Cost Center **Code Enforcement:**	**$65.08**
	RIN0029653 PHONE USE	$10,950.22
	RIN0029648 PHONE USE	$300.80
	RIN0029644 PHONE USE	$237.04
	Subtotal for Cost Center **Communications Center:**	**$11,488.06**
	AP000132052219 PHONE USE	$1,533.72
	RIN0029643 PHONE USE	$39.53
	Subtotal for Cost Center **Finance:**	**$1,573.25**
	RIN0029649 PHONE USE	$1,206.04
	Subtotal for Cost Center **Fire:**	**$1,206.04**
	RIN0029646 PHONE USE	$38.74
	Subtotal for Cost Center **Ice Arena:**	**$38.74**
	RIN0029642 PHONE USE	$38.76
	Subtotal for Cost Center **Metro Animal:**	**$38.76**
	RIN0029635 PHONE USE	$126.10
	Subtotal for Cost Center **Parking:**	**$126.10**

	RIN0029640 PHONE USE	$122.03
	RIN0029636 PHONE USE	$46.64
	Subtotal for Cost Center **Parks:**	**$168.67**
	RIN0029650 PHONE USE	$358.06
	Subtotal for Cost Center **Police:**	**$358.06**
	RIN0029641 PHONE USE	$1,779.65
	Subtotal for Cost Center **Waste Water:**	**$1,779.65**
	RIN0029638 PHONE USE	$195.24
	RIN0029647 PHONE USE	$52.02
	RIN0029645 PHONE USE	$38.74
	Subtotal for Cost Center **Water:**	**$286.00**
	Vendor Subtotal:	**$17,255.63**
CITY OF CASPER	5128/175033 MAY 2019 WORKORDER	$2,326.18
	5128/175033 MAY 2019 WORKORDER	$9,304.71
	5128/175034 MAY 2019 FUEL CHARGES	$7,183.75
	5128/175034 MAY 2019 FUEL CHARGES	$7,183.75
	Subtotal for Cost Center **C.A.T.C.:**	**$25,998.39**
	Vendor Subtotal:	**$25,998.39**
CITY OF CASPER - BALEFILL	1337/174982 BALEFILL	$2,266.00
	Subtotal for Cost Center **Balefill:**	**$2,266.00**
	1339/174425 BALEFILL EVENTS CENTER	$807.00
	1339/174381 BALEFILL EVENTS CENTER	$778.71
	1339/174350 BALEFILL EVENTS CENTER	$915.63
	1339/174889 BALEFILL	$838.98
	Subtotal for Cost Center **Casper Events Center:**	**$3,340.32**
	247/174984-174991 MONTHLY BILLING TRASH BINS	$1,048.00
	Subtotal for Cost Center **Parks:**	**$1,048.00**
	2772/174428 BALEFILL	$8,212.70
	2772/174927 BALEFILL	$7,421.05
	2772/174973 BALEFILL	$338.89
	2772/174957 BALEFILL	$7,720.74

	2772/175030 BALEFILL	$9,117.43
	2772/173820 BALEFILL	$45,375.00
	2772/173843 BALEFILL	$6,298.76
	2772/175063 BALEFILL	$8,725.43
	2772/174892 BALEFILL	$7,369.90
	Subtotal for Cost Center **Refuse Collection:**	**$100,579.90**
	1276/174427 BALEFILL	$163.66
	1276/174926 BALEFILL	$75.95
	1276/175027 BALEFILL	$2,350.16
	1276/174956 BALEFILL	$163.17
	1276/175062 BALEFILL	$446.22
	Subtotal for Cost Center **Waste Water:**	**$3,199.16**
	Vendor Subtotal:	**$110,433.38**
CIVIL ENGINEERING PROFESSIONALS, INC.	19-015-02 #18-044 1-25 & CASPER MARGINAL	$2,692.50
	Subtotal for Cost Center **Parks:**	**$2,692.50**
	18-261-02 SURVEYING SVCS NORTH PLATTE	$2,280.00
	Subtotal for Cost Center **Refuse Collection:**	**$2,280.00**
	19-013-03 #17-072 1ST & POPLAR	$1,709.94
	Subtotal for Cost Center **Sewer:**	**$1,709.94**
	19-013-03 #17-072 1ST & POPLAR	$957.56
	Subtotal for Cost Center **Water:**	**$957.56**
	Vendor Subtotal:	**$7,640.00**
COMMUNICATION TECHNOLOGIES, INC.	85099 RAIDO REPAIR 660244	$1,285.71
	Subtotal for Cost Center **Fleet Maintenance:**	**$1,285.71**
	85373 INSTALL GETAC VID/COMP SYSTM	$721.00
	85372 INSTALL GETAC VID/COMP SYSTM	$721.00
	85340 COBAN FRONT CAM CABLE	$51.50
	85375 TROUBLE SHOOT	$103.00
	Subtotal for Cost Center **Police:**	**$1,596.50**
	Vendor Subtotal:	**$2,882.21**

COMTRONIX, INC.	20060498 ALARM MONITORING	$900.00
	Subtotal for Cost Center **Balefill:**	**$900.00**
	Vendor Subtotal:	**$900.00**
COWDIN CLEANING	201309 APRIL JANITORIAL- SERVICE CNTR	$918.00
	Subtotal for Cost Center **Buildings & Structures:**	**$918.00**
	Vendor Subtotal:	**$918.00**
DANIEL GOOD	RIN0029632 KCB- TRAFFIC BOX ART	$200.00
	Subtotal for Cost Center **Parks:**	**$200.00**
	Vendor Subtotal:	**$200.00**
DAVE LODEN CONSTRUCTION	RIN0029651 SERVICE CNTR ROOF LEAK REPAIR	$425.00
	Subtotal for Cost Center **Buildings & Structures:**	**$425.00**
	Vendor Subtotal:	**$425.00**
DAVIDSON FIXED INCOME MGMT.	2019-5CASPER MAY 2019 MANAGEMENT FEES	$4,088.01
	Subtotal for Cost Center **Finance:**	**$4,088.01**
	Vendor Subtotal:	**$4,088.01**
DELL MARKETING LP	10307531251 SOFTWARE- OFFICE PRO	$1,140.24
	Subtotal for Cost Center **Fleet Maintenance:**	**$1,140.24**
	Vendor Subtotal:	**$1,140.24**
DESERT MTN. CORP.	18-66696 ICE SLICER	$5,306.99
	18-66698 ICE SLICER	$5,272.94
	18-66697 ICE SLICER	$5,305.17
	18-66694 ICE SLICER	$5,299.28
	18-66695 ICE SLICER	$5,279.95
	Subtotal for Cost Center **Streets:**	**$26,464.33**

	Vendor Subtotal:	**$26,464.33**
ENVIRONMENTAL & CIVIL SOLUTIONS, LLC	5741A 2018 ARTERIALS/COLLECTORS	$11,714.73
	Subtotal for Cost Center **Streets:**	**$11,714.73**
	Vendor Subtotal:	**$11,714.73**
FIRST DATA MERCHANT SVCS CORP.	REMI1395028 APRIL 2019 CREDIT CARD FEES	$71.25
	Subtotal for Cost Center **Code Enforcement:**	**$71.25**
	REMI1395029 APRIL 2019 CREDIT CARD FEES	$17.84
	Subtotal for Cost Center **Engineering:**	**$17.84**
	REMI1395021 APRIL 2019 CREDIT CARD FEES	$27.76
	Subtotal for Cost Center **Fort Caspar:**	**$27.76**
	REMI1395024 APRIL 2019 CREDIT CARD FEES	$30.45
	Subtotal for Cost Center **Metro Animal:**	**$30.45**
	Vendor Subtotal:	**$147.30**
FORTERRA PIPE AND PRECAST	BA00002884 #18-074 QUONSET HUT COMPACTOR	$18,900.00
	Subtotal for Cost Center **Balefill:**	**$18,900.00**
	Vendor Subtotal:	**$18,900.00**
FULLER ENTERPRISES CONSTRUCTION	1684 #19-023 MARION KREINER MECHANI	$6,500.00
	Subtotal for Cost Center **Aquatics:**	**$6,500.00**
	Vendor Subtotal:	**$6,500.00**
GARAGE DOOR DUDES	0659 GARAGE DOOR REPAIRS	$470.00
	Subtotal for Cost Center **Fleet Maintenance:**	**$470.00**
	Vendor Subtotal:	**$470.00**

GARY MARSH, INC.	398 MAY 19 GREEN/CART FEE	$12,506.63
	Subtotal for Cost Center **Golf Course:**	**$12,506.63**
	Vendor Subtotal:	**$12,506.63**
GOLDER ASSOCIATES	545771 #18-043 BALEFILL EMP/ACM UPDAT	$330.00
	545771 #18-043 BALEFILL EMP/ACM UPDAT	$500.00
	547018 19-011 CLOSED LANDFILL REMEDIA	$8,577.50
	545667 #18-043 BALEFILL EMP/ACM UPDAT	$2,490.00
	547073 5-YEAR AIR EMISSIONS MON/REPOR	$323.75
	Subtotal for Cost Center **Balefill:**	**$12,221.25**
	547361 PROJECT 12-51 RESTORATION	$11,570.34
	Subtotal for Cost Center **Streets:**	**$11,570.34**
	Vendor Subtotal:	**$23,791.59**
GRIZZLY EXCAVATING & CONST. LLC.	18-099-1 #18-099 WILSON ST SAN SEWER RE	$148,693.00
	18-099-1 RETAINAGE	-$14,869.30
	18-099-1R RETAINAGE PROJ 18-099	$14,869.30
	Subtotal for Cost Center **Sewer:**	**$148,693.00**
	Vendor Subtotal:	**$148,693.00**
HARRIS COMPUTER SYSTEMS INC.	CT041650 ESS PDF FOLDER MIRGRATION	$760.00
	Subtotal for Cost Center **Information Services:**	**$760.00**
	Vendor Subtotal:	**$760.00**
HDR ENGINEERING, INC.	1200191593 WWTP DIGESTER BOILER INSTALLAT	$9,190.37
	Subtotal for Cost Center **Waste Water:**	**$9,190.37**
	Vendor Subtotal:	**$9,190.37**
HOMAX OIL SALES, INC.	0453393-IN STOCK 01/F1	$23,367.59
	0461125-IN 02/F2 STOCK	$16,694.80
	0461122-IN 01/F1 STOCK	$19,651.20
	0458833-IN 01/F1 STOCK	$17,290.13

	0458835-IN 02/F2 STOCK	$18,743.13
	Subtotal for Cost Center **Fleet Maintenance:**	**$95,746.85**
	CL95191 FUEL	$3,992.93
	Subtotal for Cost Center **Water:**	**$3,992.93**
	Vendor Subtotal:	**$99,739.78**
IMS INFRASTRUCTURE MANAGEMENT SVCS., INC.	17018-3 CITYWIDE CONDITION PAVEMENT SU	$24,236.25
	Subtotal for Cost Center **Streets:**	**$24,236.25**
	Vendor Subtotal:	**$24,236.25**
INDUSTRIAL CONTAINER SERVICES - CO, LLC.	55772331 DRUMS HAZARDOUS WSTE SHIPPING	$4,245.35
	Subtotal for Cost Center **Balefill:**	**$4,245.35**
	Vendor Subtotal:	**$4,245.35**
INSTALLATION & SVC. CO.	269580 RETAINAGE	-$1,501.30
	Subtotal for Cost Center **Capital Projects - Streets:**	**-$1,501.30**
	269572 #17-065 SHOOTING RANGE ADDN.	$25,677.17
	Subtotal for Cost Center **Police:**	**$25,677.17**
	269580 #18-068 GEORGE TANI PARKING	$15,013.04
	Subtotal for Cost Center **Streets:**	**$15,013.04**
	Vendor Subtotal:	**$39,188.91**
JIM GERHART	RIN0029605 TUITION REIMBRUSEMENT	$376.56
	Subtotal for Cost Center **Weed And Pest:**	**$376.56**
	Vendor Subtotal:	**$376.56**
JOHN GALL	4570JG TOOL ALLOTMENT	$500.00
	Subtotal for Cost Center **Fleet Maintenance:**	**$500.00**
	Vendor Subtotal:	**$500.00**

JWC ENVIRONMENTAL INC	97440 SLUDGE GRINDER	$9,974.61
	Subtotal for Cost Center **Waste Water:**	**$9,974.61**
	Vendor Subtotal:	**$9,974.61**
KATHRYN HALLOCK	RIN0029619 WORK BOOT REIMBURSEMENT	$56.68
	Subtotal for Cost Center **Weed And Pest:**	**$56.68**
	Vendor Subtotal:	**$56.68**
KNIFE RIVER/JTL	193302 RECYCLED CONCRETE W BASE	$709.81
	Subtotal for Cost Center **Balefill:**	**$709.81**
	192108 3/8" PLANT MIX	$394.55
	7A #17-093 2018 ARTERIALS & COLLE	$112,950.58
	192162 1/2" PLANT MIX	$347.70
	Subtotal for Cost Center **Streets:**	**$113,692.83**
	Vendor Subtotal:	**$114,402.64**
KUBWATER RESOURCES, INC	08666 OPERATING SUPPLIES- POLYMER	$5,618.85
	Subtotal for Cost Center **Waste Water:**	**$5,618.85**
	Vendor Subtotal:	**$5,618.85**
LISA'S SPIC N SPAN	715507 FURNITURE/POWER WASH/PAINT	$376.00
	715509 PAINTING,FURNITURE, WASH BAY	$185.00
	Subtotal for Cost Center **Balefill:**	**$561.00**
	Vendor Subtotal:	**$561.00**
LOWER & CO.	RIN0029656 PROJECT 18-010 VERDA JAMES	$1,000.00
	Subtotal for Cost Center **Parks:**	**$1,000.00**
	Vendor Subtotal:	**$1,000.00**

MATTHEW MOSTELLER	RIN0029624 CLOTHING REIMBURSEMENT	$100.00
	Subtotal for Cost Center **Water Treatment Plant:**	**$100.00**
	Vendor Subtotal:	**$100.00**
MCMURRY READY MIX CO.	228099 CONCRETE	$166.50
	Subtotal for Cost Center **Water:**	**$166.50**
	Vendor Subtotal:	**$166.50**
MOTOROLA SOLUTIONS	16052775 TECHNOLOGY	$63,573.40
	Subtotal for Cost Center **Police:**	**$63,573.40**
	Vendor Subtotal:	**$63,573.40**
NATRONA COUNTY CONSERVATION DISTRICT	44 FY20 FUND/FY19 SELENIUM FUND	$30,000.00
	44 FY20 FUND/FY19 SELENIUM FUND	$50,000.00
	Subtotal for Cost Center **Waste Water:**	**$80,000.00**
	44 FY20 FUND/FY19 SELENIUM FUND	$5,000.00
	Subtotal for Cost Center **Water:**	**$5,000.00**
	Vendor Subtotal:	**$85,000.00**
ONE CALL OF WY.	52149 TICKETS FOR MAY 19	$393.86
	Subtotal for Cost Center **Sewer:**	**$393.86**
	52372 TICKETS FOR MAY	$183.91
	Subtotal for Cost Center **Streets:**	**$183.91**
	52149 TICKETS FOR MAY 19	$481.39
	Subtotal for Cost Center **Water:**	**$481.39**
	Vendor Subtotal:	**$1,059.16**
P-CARD VENDORS	00088755 WAL-MART #1617 - Purchase	$28.97
	00088755 WAL-MART #1617 - Purchase	$51.98

00088870 DOLLAR TREE - Purchase	$344.00
00088903 WM SUPERCENTER #3778 - Purchas	$260.92
00089054 HAWKINS INC - Purchase	$1,577.71
00089083 BARGREEN WYOMING 25 - Purchase	$16.90
00089154 BAILEYS ACE HDWE - Purchase	$6.98
00089197 MENARDS CASPER WY - Purchase	$14.97
00089222 SAMSCLUB.COM - Purchase	$668.83
00089246 MENARDS CASPER WY - Purchase	$29.99
00089318 SAMS CLUB #6425 - Purchase	$73.88
00089123 STAPLES DIRECT - Purchase	$3.25
00089123 STAPLES DIRECT - Purchase	$3.25
Subtotal for Cost Center **Aquatics:**	**$3,081.63**
00088564 QUALITY OFFICE SOLUTIO - Purch	$1,240.67
00088969 COCA COLA BOTTLING CO - Purcha	$63.50
00088514 WYOMING MACHINERY CO - Purchas	$1,106.96
00088465 CASPER STAR TRIBUNE - Purchase	$500.00
00087156 PARTMASTER - Purchase	$135.26
00087519 PARTMASTER - Purchase	$361.58
00088561 MENARDS CASPER WY - Purchase	$2,198.00
00088598 BOBCAT OF CASPER - Purchase	$472.89
00088849 AIRGAS CENTRAL - Purchase	$146.13
00088859 OREILLY AUTO #2746 - Purchase	$92.96
00088886 HARBOR FREIGHT TOOLS 3 - Purch	$59.28
00088899 SOURCE OFFICE - VITAL - Purcha	$37.77
00088907 DK HAULING INC - Purchase	$120.00
00088910 SAMSCLUB #6425 - Purchase	$138.08
00088948 MIDWEST LABORATORIES - Purchas	$388.00
00088965 GRAINGER - Purchase	$12.63
00088966 AIRGAS CENTRAL - Purchase	$45.70
00089015 MENARDS CASPER WY - Purchase	$182.97
00089061 RESPOND FIRST AID OF W - Purch	$131.29
Subtotal for Cost Center **Balefill:**	**$7,433.67**
00085147 LONG BLDG. TECHNOLOGIE - Purch	$531.00
00087625 SAMSCLUB.COM - Purchase	$145.93
00087700 BEARING BELTCHAIN00244 - Purch	$16.99
00087813 SAMSCLUB.COM - Credit	-$6.95
00088030 CASPER WINNELSON CO - Purchase	$72.12
00088047 LOAF N JUG #0119 - Purchase	$48.40
00088049 CASPER WINNELSON CO - Purchase	$5.42
00088113 BLOEDORN LUMBER CASPER - Purch	$237.00
00088120 HOMEDEPOT.COM - Purchase	$20.97

00088134 LOAF N JUG #0119 - Purchase	$46.31
00088221 RESIDENCE INN GOLDEN - Purchas	$451.50
00088359 CASPER WINNELSON CO - Purchase	$45.23
00088365 BLOEDORN LUMBER CASPER - Purch	$17.98
00088375 BAILEYS ACE HDWE - Purchase	$6.20
00088380 CASPER WINNELSON CO - Purchase	$200.09
00088410 DENNIS SUPPLY COMPANY - Purcha	$25.02
00088426 DENNIS SUPPLY COMPANY - Purcha	$10.30
00088431 0970 CED - Purchase	$34.23
00088443 SHERWIN-WILLIAMS 70896 - Purch	$155.95
00088451 CPS DISTINCCASPER2530 - Purcha	$8.19
00088494 DIAMOND VOGEL PAINT #7 - Purch	$2.83
00088498 CASPER WINNELSON CO - Purchase	$32.00
00088504 NORCO INC - Purchase	$21.74
00088515 DIAMOND VOGEL PAINT #7 - Purch	$2,223.86
00088524 BLOEDORN LUMBER CASPER - Purch	$5.69
00088527 SQ SQ SUMMIT ELECTRI - Purch	$720.83
00088528 NORCO INC - Purchase	$41.19
00088553 BLOEDORN LUMBER CASPER - Purch	$311.03
00088570 DENNIS SUPPLY COMPANY - Purcha	$114.21
00088589 HENSLEY BATTERY&ELEC - Purchas	$474.10
00088608 BLOEDORN LUMBER CASPER - Purch	$10.79
00088629 GRAINGER - Purchase	$62.68
00088633 BRIDGER STEEL CASPER - Purchas	$493.92
00088640 BUSH-WELLS SPORTING GO - Purch	$90.00
00088659 DENNIS SUPPLY COMPANY - Purcha	$94.50
00088663 IMLSS COLORADO - Purchase	$26.15
00088679 VZWRLSS IVR VB - Purchase	$80.06
00088720 BLOEDORN LUMBER CASPER - Purch	$12.59
00088722 CASPER WINNELSON CO - Purchase	$80.05
00088731 DIAMOND VOGEL PAINT #7 - Purch	$118.18
00088732 CASPER WINNELSON CO - Purchase	$70.81
00088750 REXEL 3212 - Purchase	$46.46
00088752 CRESCENT ELECTRIC 103 - Purcha	$48.51
00088760 REXEL 3212 - Purchase	$19.15
00088788 WOODWORKERS SUPPLY, I - Purcha	$19.59
00088800 CRUM ELECTRIC SUPPLY C - Purch	$32.07
00088820 BAILEYS ACE HDWE - Purchase	$11.58
00088824 IMLSS COLORADO - Purchase	$442.70
00088829 ENVISION ELECTRIC INC - Purcha	$720.00
00088842 IMLSS COLORADO - Purchase	$754.80
00088858 SHERWIN WILLIAMS 70343 - Purch	$166.14
Subtotal for Cost Center **Buildings & Structures:**	**$9,420.09**

00089091 BAILEYS ACE HDWE - Purchase	$780.00
00089104 STAPLES 00114181 - Purch	$108.54
00088552 SUTHERLANDS 2219 - Purchase	$119.76
00088711 THE HOME DEPOT #6001 - Purchas	$157.92
00088874 THE HOME DEPOT #6001 - Purchas	$19.74
00088953 RMI WYOMING INC - Purchase	$114.67
00088818 BIG LOTS STORES - #444 - Purch	$53.95
00088993 VZWRLSS IVR VB - Purchase	$40.01
Subtotal for Cost Center **Cemetery:**	**$1,394.59**
00089322 THE OFFICE BAR & EATER - Purch	$17.29
00089339 WASABI JAPANESE GRILL - Purcha	$16.26
00089353 EXXONMOBIL 45948593 - Purch	$27.52
00089370 HAT SIX TRAVEL CENTE - Purchas	$16.47
00089398 TOP OFFICE PRODUCTS IN - Purch	$217.87
00089431 HAT SIX TRAVEL CENTE - Purchas	$9.96
00089460 LA QUINTA INNS 0809 - Purchas	$109.00
00088915 ATLAS OFFICE PRODUCTS - Purcha	$33.49
00088919 WYOMING STATE BAR - Purchase	$110.00
00088946 HILTON GARDEN INN - Credit	-$37.60
00088278 HILTON GARDEN INN - Purchase	$413.60
Subtotal for Cost Center **City Attorney:**	**$933.86**
00089186 INT IN POWDER RIVER S - Purch	$240.00
Subtotal for Cost Center **City Clerk:**	**$240.00**
00085564 ADOBE CREATIVE CLOUD - Purcha	$55.64
00085987 SMK SURVEYMONKEY.COM - Purchas	$12.33
00086109 ALBERTSONS #0060 - Purchase	$34.45
00086820 ADOBE CREATIVE CLOUD - Purcha	$55.64
00087413 SMK SURVEYMONKEY.COM - Purchas	$12.33
00088055 SQ SQ VENTURE TECHNO - Purch	$59.25
00088077 ADOBE CREATIVE CLOUD - Purcha	$55.64
00088088 CPU IIT - Purchase	$1,469.00
00088185 SQ SQ VENTURE TECHNO - Purch	$2,308.44
00088239 WY ASSN OF MUNICIPA - Purchase	$230.00
00088705 LAS COSTA MEXICAN REST - Purch	$25.72
00088891 ADOBE CREATIVE CLOUD - Credit	-$16.70
00089194 INT IN POWDER RIVER S - Purch	$72.50
Subtotal for Cost Center **City Manager:**	**$4,374.24**
00088909 VZWRLSS MY VZ VB P - Purchase	$49.45

00089342 RICOH USA, INC - Purchase	$272.00
00089142 INT'L CODE COUNCIL INC - Purch	$1,818.75
Subtotal for Cost Center **Code Enforcement:**	**$2,140.20**
00089195 APCO INTERNATIONAL INC - Purch	$489.00
00087741 PAYPAL IAPE - Purchase	$350.00
00087469 CPU IIT - Purchase	$11,530.75
Subtotal for Cost Center **Communications Center:**	**$12,369.75**
00085987 SMK SURVEYMONKEY.COM - Purchas	$12.34
00087413 SMK SURVEYMONKEY.COM - Purchas	$12.34
00088110 CASPER STAR TRIBUNE - Purchase	$686.40
00088185 SQ SQ VENTURE TECHNO - Purch	$1,154.23
00088239 WY ASSN OF MUNICIPA - Purchase	$870.00
00088833 CASPER STAR TRIBUNE - Purchase	$45.00
Subtotal for Cost Center **Council:**	**$2,780.31**
00088909 VZWRLSS MY VZ VB P - Purchase	$24.72
00088970 CELLULAR PLUS CASPER 2 - Purch	$174.95
00089070 Cardinal Ticketing Software Ma	$1,733.40
00089089 HOSE & RUBBER SUPPLY C - Purch	$190.80
00089119 VZWRLSS MY VZ VB P - Purchase	$280.07
00088641 ATLAS OFFICE PRODUCTS - Purcha	$231.40
00088669 BAILEYS ACE HDWE - Purchase	$5.97
00088702 ATLAS OFFICE PRODUCTS - Purcha	$83.65
00088814 INT IN CREED COMPANIE - Purch	$260.04
00088908 ATLAS OFFICE PRODUCTS - Purcha	$359.00
00086120 AMZN Mktp US MW0W861I0 - Purch	$18.45
00086939 AMZN Mktp US - Credit	-$20.00
00086952 AMZN Mktp US - Credit	-$26.24
00087274 BAUDVILLE INC. - Purchase	$273.13
00088164 ATLAS OFFICE PRODUCTS - Credit	-$183.28
Subtotal for Cost Center **Finance:**	**$3,406.06**
00088596 FEDEX 787272211800 - Purchase	$45.09
00088634 CHEYENNE LITTLE AMERIC - Credi	-$9.40
00088665 WAL-MART #1617 - Purchase	$28.90
00088667 CHEYENNE LITTLE AMERIC - Credi	-$9.40
00088674 CHEYENNE LITTLE AMERIC - Credi	-$9.40
00088677 CHEYENNE LITTLE AMERIC - Credi	-$9.40
00088695 SAMSCLUB.COM - Purchase	$173.63
00088706 EXXONMOBIL 47626544 - Purch	$44.59
00088741 EXXONMOBIL 47626544 - Purch	$21.99

00088751 AT&T SMC1 15584 - Credit	-$18.90
00088753 INT IN CASPER SAFETY - Purcha	$1,608.17
00088764 AT&T SMC1 15584 - Purchase	$75.60
00088836 WAL-MART #1617 - Credit	-$19.96
00088898 STAPLES 00114181 - Purch	$52.36
00088924 ENTENMANN-ROVIN COMPAN - Purch	$213.50
00088941 ENTENMANN-ROVIN COMPAN - Purch	$600.50
00088974 ENTENMANN-ROVIN COMPAN - Purch	$125.25
00089013 ATLAS OFFICE PRODUCTS - Purcha	$9.87
00086077 BLM-NIFC FIRE CACHE - Purchase	$54.98
00086375 INTERSTATE ALL BATTERY - Purch	$11.88
00086710 FEDEX 786434687220 - Purchase	$35.83
00086732 FEDEX 930359823817 - Purchase	$7.86
00087599 SQU SQ THE FLOUR BIN - Purcha	$20.00
00088136 EXXONMOBIL 47626544 - Purch	$38.00
00088487 BLOEDORN LUMBER CASPER - Purch	$4.71
Subtotal for Cost Center **Fire:**	**$3,096.25**
00088909 VZWRLSS MY VZ VB P - Purchase	$24.72
00089040 GEOTEC INDUSTRIAL SUPP - Purch	$123.60
Subtotal for Cost Center **Fleet Maintenance:**	**$148.32**
00089065 PAYPAL PANPICKPANS - Purchase	$42.60
00089082 CRUM ELECTRIC SUPPLY C - Purch	$183.00
00089085 PAYPAL TWIZTEDTHRO - Purchase	$127.45
00089093 AMZN MKTP US M60RQ2CG1 - Purch	$100.81
00089109 AMZN Mktp US MN6L84IG2 - Purch	$111.93
00089003 ATLAS OFFICE PRODUCTS - Purcha	$46.92
Subtotal for Cost Center **Fort Caspar:**	**$612.71**
00089023 HOMEDEPOT.COM - Credit	-$6.55
00089031 TURFNET - Purchase	$55.00
00089100 BARGREEN ELLINGSON #3 - Purcha	$229.37
00089116 SOURCE OFFICE - VITAL - Purcha	$372.20
00089052 MOUNTAIN WEST TECHNOLO - Purch	$49.95
00089069 MOUNTAIN STATES LITHOG - Purch	$97.30
00088486 CASPER STAR TRIBUNE - Purchase	$87.04
00088532 CPS DISTINCCASPER2530 - Purcha	$4.66
00088538 THE HOME DEPOT #6001 - Purchas	$72.68
00088605 THE HOME DEPOT #6001 - Credit	-$9.72
00088638 STAPLES 00114181 - Purch	$93.99
00088267 R & R REST STOPS - Purchase	$378.00
00088269 SQ SQ ATLANTIC ELECT - Purch	$80.00

00088335 SIMPLOT PARTNERS-1417 - Purcha	$64.35
00088352 CPS DISTINCCASPER2530 - Purcha	$39.18
00088440 CPS DISTINCCASPER2530 - Purcha	$396.31
00088785 VZWRLSS MY VZ VB P - Purchase	$80.02
00088808 BUFFALO BRAND SEED LLC - Purch	$727.50
00088828 TURF EQUIPMENT SALT LA - Purch	$4,500.00
00088843 CONOCO - HOMAX OIL SAL - Purch	$2,739.10
00088957 THE HOME DEPOT #6001 - Purchas	$60.98
Subtotal for Cost Center **Golf Course:**	**$10,111.36**
00088641 ATLAS OFFICE PRODUCTS - Purcha	$127.21
00088702 ATLAS OFFICE PRODUCTS - Purcha	$83.64
Subtotal for Cost Center **Health Insurance:**	**$210.85**
00088013 AMBI MAIL AND MARKETIN - Purch	$163.27
00088156 INTERMT SKI AREA ASSOC - Purch	$860.00
00088216 DV LODGING AND RESERVA - Purch	$136.00
00088762 ENERGY LABORATORIES IN - Purch	$49.00
00088773 SQ SQ GLOBAL SPECTRU - Purch	$240.00
00088815 ENERGY LABORATORIES IN - Credi	-$22.00
00088832 STOTZ EQUIP CASPER 010 - Purch	$1,235.00
00088866 COWBOY SUPPLY HOUSE IN - Purch	$186.13
Subtotal for Cost Center **Hogadon:**	**$2,847.40**
00088641 ATLAS OFFICE PRODUCTS - Purcha	$127.21
00088702 ATLAS OFFICE PRODUCTS - Purcha	$83.64
Subtotal for Cost Center **Human Resources:**	**$210.85**
00089155 GRAINGER - Purchase	$14.86
00089161 BARGREEN WYOMING 25 - Purchase	$78.94
00089167 SAMS CLUB #6425 - Purchase	$1.98
00089208 MENARDS CASPER WY - Purchase	$9.88
00088823 CASPER RECREATIONAL LE - Purch	$230.00
00089115 SQUARE SQ PAPA JOHNS - Purch	$147.80
00089123 STAPLES DIRECT - Purchase	$3.25
Subtotal for Cost Center **Ice Arena:**	**$486.71**
00089255 STAPLES 00114181 - Purch	$89.98
00087903 ALBERTSONS #0062 - Purchase	$20.97
00088612 COLTER S LODGE - Purchase	$190.46
Subtotal for Cost Center **Information Services:**	**$301.41**
00089239 BAILEYS ACE HDWE - Purchase	$52.48

00089271 VZWRLSS IVR VB - Purchase	$51.86
00089315 ALTITUDE VETERINARY HO - Purch	$47.20
00088894 HOTSY EQUIPMENT OF WYO - Purch	$215.00
00088959 CASPER POLICE DEPARTME - Purch	$10.50
Subtotal for Cost Center **Metro Animal:**	**$377.04**
00089070 Cardinal Ticketing Software Ma	$1,733.40
Subtotal for Cost Center **Municipal Court:**	**$1,733.40**
00089197 MENARDS CASPER WY - Purchase	$195.99
00089246 MENARDS CASPER WY - Purchase	$170.16
Subtotal for Cost Center **Natl Rec & Park Grant:**	**$366.15**
00087484 ROCKYMOUNTAINFIRESYSIN - Purch	$1,288.63
Subtotal for Cost Center **Parking:**	**$1,288.63**
00088909 VZWRLSS MY VZ VB P - Purchase	$153.37
00089077 SQU SQ WYATT ELECTRIC - Purch	$644.29
00089086 MIRACLE RECREATION - Purchase	$20.12
00089134 JOHNNY APPLESEED INC - Purchas	$250.11
00088015 THE UPS STORE #2200 - Purchase	$47.86
00089053 LIGHTING SUPPLY - Purchase	$13.40
00089057 SQ SQ 307 POWERWASH - Purcha	$3,995.28
00089064 WM SUPERCENTER #1617 - Purchas	$76.44
00088496 CPS DISTINCCASPER2530 - Purcha	$252.70
00088566 CPS DISTINCCASPER2530 - Purcha	$62.50
00088616 PEACHES - Purchase	$30.51
00088618 NORCO INC - Purchase	$210.58
00088791 NORCO INC - Purchase	$76.55
00088905 MURDOCHS RANCH &HOME # - Credi	-$29.97
00088955 GALLES GREENHOUSE & HE - Purch	$474.98
00088989 CPS DISTINCCASPER2530 - Purcha	$58.92
00089037 JOHNNY APPLESEED INC - Purchas	$662.88
00088205 SAMSCLUB #6425 - Purchase	$101.28
00088235 MURDOCHS RANCH &HOME # - Purch	$208.82
00088243 GIH GLOBALINDUSTRIALEQ - Purch	$89.80
00088279 BAILEYS ACE HDWE - Purchase	$17.58
00088295 BAILEYS ACE HDWE - Purchase	$19.99
00088341 AMAZON.COM MN97I9AZ1 A - Purch	$69.26
00088423 CPS DISTINCCASPER2530 - Purcha	$18.59
00088482 BLOEDORN LUMBER CASPER - Purch	$1.59
00088080 REXEL 3212 - Purchase	$3,370.03
00088448 BLOEDORN LUMBER CASPER - Purch	$31.41

00088452 GALLES GREENHOUSE & HE - Purch	$413.00
00088718 MENARDS CASPER WY - Purchase	$125.82
00088834 RESPOND FIRST AID OF W - Purch	$57.24
00088854 CPS DISTINCCASPER2530 - Purcha	$456.00
00088902 VERMEER SALES & SERVIC - Purch	$42.48
00088922 NORCO INC - Purchase	$38.52
00089006 KISTLER TENT AND AWNIN - Purch	$116.00
Subtotal for Cost Center **Parks:**	**$12,177.93**
00085987 SMK SURVEYMONKEY.COM - Purchas	$12.33
00087413 SMK SURVEYMONKEY.COM - Purchas	$12.33
00089465 CASPER STAR TRIBUNE - Purchase	$97.44
00089525 CASPER STAR TRIBUNE - Purchase	$109.32
00089156 ATLAS OFFICE PRODUCTS - Purcha	$82.40
00089173 CASPER STAR TRIBUNE - Purchase	$59.00
00089175 CASPER STAR TRIBUNE - Purchase	$64.76
00089245 ATLAS REPRODUCTION INC - Purch	$15.60
Subtotal for Cost Center **Planning:**	**$453.18**
00088287 HARRIS TEETER #394 - Purchase	$21.12
00088327 670 FLIGHT STOP - Purchase	$10.06
00088354 FEZZOS SEAFOOD STEAKHO - Purch	$50.44
00088355 CARIBOU COFFEE CO #308 - Purch	$19.30
00088356 UNITED 01615079804290 - Pur	$30.00
00088357 RED ROOF INN 10201 - Purchase	$520.92
00088376 UNITED 01615079804467 - Pur	$30.00
00088379 BURGER BACH DURHAM - Purchase	$49.00
00088384 UNITED 01615079804788 - Pur	$30.00
00086658 NOLAND FEED - Purchase	$76.90
00087308 FULL HOUSE CHINESE RES - Purch	$72.45
00087432 BAILEYS ACE HDWE - Purchase	$53.95
00087467 UNITED 01626037537003 - Pur	$30.00
00087808 UOFL SPI - Credit	-$420.00
00088002 SPRINGHILL STES CHEYEN - Purch	$376.00
00088399 TRAVEL GUARD GROUP INC - Purch	$27.18
00088403 PANERA BREAD #601651 P - Purch	$18.36
00088414 AMIGOS MEXICAN RESTAUR - Purch	$16.02
00088424 SAKE BOMB - Purchase	$60.76
00088427 JULIENS PO-BOYS - Purchase	$22.84
00088428 KROGER #901 - Purchase	$26.05
00088447 SURFACE LOT PAYSTATION - Purch	$2.25
00088454 UNITED 01615083409061 - Pur	$30.00
00088459 BULL CITY BURGER - Purchase	$43.74

00088475 MCDONALD'S F12209 - Purchase	$4.58
00088495 UNITED 01624532859073 - Pur	$418.10
00088503 NOLAND FEED - Purchase	$115.35
00088529 PANERA BREAD #601651 P - Purch	$19.11
00088550 CHEVRON 0379112 - Purchase	$17.73
00088569 SQU SQ THE PURPLE BOW - Purch	$23.97
00088579 HOOTERS LAFAYETTE - Purchase	$50.00
00088585 PANERA BREAD #601651 P - Purch	$19.02
00088603 TST CHOPT - CHAPEL HI - Purch	$30.05
00088619 BUDGET.COM PREPAY RESE - Purch	$224.60
00088624 SAKE BOMB - Purchase	$93.92
00088636 SHELL OIL 57446054207 - Purcha	$6.33
00088637 NEW ORLEANS AIRPORT - Purchase	$18.11
00088645 BUDGET RENT-A-CAR - Purchase	$292.21
00088653 UNITED 01615091609958 - Pur	$30.00
00088655 UNITED 01615088654886 - Pur	$30.00
00088657 CH PARKING METERS - Purchase	$1.50
00088666 BUDGET RENT-A-CAR - Purchase	$230.97
00088671 SHELL OIL 10009118000 - Purcha	$14.62
00088678 UNITED 01615091448090 - Pur	$30.00
00088680 SHELL OIL 57446054207 - Purcha	$10.00
00088685 AMERICAN SECTOR REST 8 - Purch	$16.00
00088692 UNITED 01615091457627 - Pur	$30.00
00088693 OLDE NAWLINS COOKERY - Purchas	$9.00
00088698 BROWNELLS INC - Purchase	$364.11
00088699 BUDGET RENT-A-CAR - Purchase	$349.11
00088700 PANERA BREAD #601651 P - Purch	$19.87
00088701 DONS SPECIALTY MEATS I - Purch	$9.20
00088709 CHUY'S - Purchase	$19.03
00088710 BP#8276834CIRCLE K QPS - Purch	$29.50
00088712 THE EGG AND I CHAPEL H - Purch	$31.58
00088713 PATS FISHERMANS WHARF - Purcha	$36.41
00088719 OCEANA GRILL - Purchase	$44.00
00088721 ROOKIES - DURHAM - Purchase	$57.44
00088725 SQU SQ THE PURPLE BOW - Purch	$25.50
00088727 DRURY INN AND SUITES L - Purch	$522.90
00088733 HOTEL ST MARIE - Purchase	$38.32
00088734 KUM & GO #961 - Purchase	$32.85
00088740 SMILING MOOSE DELI - G - Purch	$14.75
00088749 DOMINO'S 6050 - Purchase	$22.89
00088756 SMILING MOOSE DELI - G - Purch	$13.50
00088765 SMILING MOOSE DELI - G - Purch	$13.39
00088767 DOMINO'S 6007 - Purchase	$33.48

00088771 AMAZON.COM MN8H42Q41 A - Purch	$212.22
00088784 CONOCO - ENERGY STATIO - Purch	$32.63
00088786 WAHOO'S FISH TACOS 102 - Purch	$15.00
00088790 OLD CHICAGO-GILLETTE - Purchas	$51.74
00088796 HOTEL ST MARIE - Credit	-$38.32
00088797 EVIDENT INC - Purchase	$2,924.25
00088801 GREAT WALL RESTAURANT - Purcha	$62.00
00088802 CONOCO - UNITED PACIFI - Purch	$3.34
00088807 PHILLIPS 66 - SEI 3823 - Purch	$44.93
00088811 BIG D KWIK SHOP - Purchase	$30.00
00088813 KS KOFFEE DELI - Purchase	$12.95
00088847 KS KOFFEE DELI - Purchase	$12.95
00088861 SAFEWAY #1038 - Purchase	$4.49
00088865 PANERA BREAD #202426 P - Purch	$16.99
00088872 LONG JOHN SILVERS/A&W - Purcha	$9.53
00088878 EMBASSY SUITES CO SPRG - Purch	$115.76
00088884 CHINA KING BUFFET INC - Purcha	$12.00
00088890 CHINA KING BUFFET INC - Purcha	$12.00
00088914 CBH COOP 09900861 - Purch	$36.60
00088917 DICKEYS WY-1679 - Purchase	$12.45
00088923 MIMIS CAFE 42 - Purchase	$17.92
00088937 DOMINO'S 6007 - Purchase	$23.84
00088949 GREAT WALL RESTAURANT - Purcha	$28.15
00088971 CBH COOP 09900861 - Purch	$26.00
00088972 DICKEYS WY-1679 - Purchase	$15.95
00088973 5605 CARRABA'S LAKEWOO - Purch	$31.89
00088977 HILTON HOTELS - Purchase	$412.16
00088996 NOLAND FEED - Purchase	$76.90
00088999 AMAZON.COM MN4DR3SZ2 A - Purch	$123.63
00089016 PANERA BREAD #202437 P - Purch	$16.51
00089024 LOVE S COUNTRY00002204 - Purch	$34.21
00089026 ARBUCKLE LODGE GILLETT - Purch	$100.00
00089029 SHELL OIL 574424659QPS - Purch	$38.12
00089035 CBH COOP 09900861 - Purch	$41.33
00089038 ARBUCKLE LODGE GILLETT - Purch	$250.00
00089044 ROCKY MOUNTAIN HOSTAGE - Purch	$270.00
00089058 MCDONALD'S F13573 - Purchase	$9.49
00089059 DULLES GREENWAY QPS - Purch	$4.75
00089066 CASPER ANIMAL MEDICAL - Purcha	$76.43
00089076 POPEYES 11500 - Purchase	$10.47
00089117 UNITED 01615106919188 - Pur	$30.00
00089121 AMZN MKTP US MN8LY8I52 - Purch	$122.80
00089130 DUNKIN #330181 Q35 - Purchase	$4.69

00089158 LINKEDIN-384 3417816 - Purchas	$156.82
00089160 IJ CANNS AMERICAN GRIL - Purch	$43.01
00089178 BAILEYS ACE HDWE - Purchase	$31.16
00089187 MCA TH ACP JV LLC - Purchase	$14.49
00089191 SOURCE OFFICE - VITAL - Purcha	$22.74
00089192 AUNTIE ANNE'S PRETZELS - Purch	$6.24
00089193 131 N KENT STREET - Purchase	$1.00
00089202 STARBUCKS B UP S DEN - Purchas	$6.43
00089205 PJ MULLIGANS - Purchase	$27.00
00089213 SAMSCLUB #6425 - Purchase	$246.83
00089223 DULLES GREENWAY QPS - Purch	$6.25
00089231 BUDGET RENT ACAR TOLLS - Purch	$17.75
00089237 LA COCINA - Purchase	$117.72
00089242 BUDGET RENT-A-CAR - Purchase	$252.00
00089248 LOAF N JUG #0130 - Purchase	$7.98
00089257 SUBWAY 03116324 - Purch	$8.38
00089269 WYOMING CAMERA - Purchase	$399.99
00089281 ALTITUDE VETERINARY HO - Purch	$97.00
00089298 CASPER ANIMAL MEDICAL - Purcha	$244.80
00089301 HOTELS.COM159471787888 - Purch	$21.86
00089302 BUDGET RENT ACAR TOLLS - Purch	$26.35
00089311 ALTITUDE VETERINARY HO - Purch	$72.50
00089313 CASPER ANIMAL MEDICAL - Purcha	$789.24
00089179 SAMSCLUB #6425 - Purchase	$108.94
00088630 SUTHERLANDS 2219 - Purchase	$9.99
00088646 UNITED 01615091215005 - Pur	$30.00
00088690 TIBBYS NEW ORLEAN KITC - Purch	$26.03
00088737 HOMEDEPOT.COM - Purchase	$458.00
00088743 4 RIVERS SMOKEHOUSE OF - Purch	$17.97
00088754 NOODLES & CO 133 - Purchase	$10.24
00088757 HUEY MAGOOS ALTAMONT - Purch	$11.59
00088770 UA INFLT 01615093563180 - Pur	$10.00
00088778 LOAF N JUG #0119 - Purchase	$31.01
00088780 UA INFLT 01615093563173 - Pur	$4.00
00088783 HOMEDEPOT.COM - Purchase	$916.00
00088787 MERBACK AWARDS COMPANY - Purch	$13.46
00088822 TST KOBE JAPANESE STE - Purch	$21.92
00088826 RANGE SYSTEMS - Purchase	$8,070.71
00088835 TIJUANA FLATS BURRITO - Purcha	$3.98
00088840 CHIPOTLE 0161 - Purchase	$16.69
00088853 TIJUANA FLATS BURRITO - Purcha	$7.48
00088869 669 FLIGHT STOP - Purchase	$10.41
00088901 HILTON ALTAMONTE SPRIN - Purch	$11.70

00088920 VON STEPHAN VILLAGE BI - Purch	$22.21
00088926 EXXONMOBIL 96713227 - Purch	$2.87
00088940 WOODY CREEK BAKERY & C - Purch	$15.23
00088943 WYOMING CAMERA - Purchase	$1,133.94
00088945 FAIRFIELD INN & SUITES - Purch	$326.42
00088950 UNITED 01615098599344 - Pur	$30.00
00088951 HNDISCOVER ST1955 - Purchase	$4.99
00088954 ORLANDO AIRP QDOBA - Purchase	$13.61
00088958 ARBYS 5574 - Purchase	$4.91
00088963 INT IN RANGE SYSTEMS - Purcha	$599.00
00088976 BUDGET RENT-A-CAR - Purchase	$294.27
00088978 AMOCO#1820562FAS MAQPS - Purch	$6.04
00088986 KUM & GO #913 - Purchase	$37.70
00088988 MDW DECOLORES (TEMP) - Purchas	$12.02
00088992 TARGET 00008078 - Purch	$7.71
00088994 BUDGET RENT-A-CAR - Purchase	$264.93
00089002 SOUTHSIDENEWSST1730 - Purchase	$1.93
00089008 FAIRFIELD INN & STES R - Purch	$388.74
00089009 OSHKOSH FAIRFIELD INN - Purcha	$129.95
00089011 YELPINC EATSTREET ICHI - Purch	$28.35
00089019 BP#9805722COLE'S HIQPS - Purch	$5.61
00089021 KWIK TRIP 23500002352 - Purch	$34.75
00089025 KWIK TRIP 45700004572 - Purch	$2.09
00089027 MACHINE SHED ROCKFORD - Purcha	$15.44
00089032 BP#9646514SUFFAH FOQPS - Purch	$33.32
00089033 KUM & GO #913 - Purchase	$4.04
00089036 EXXONMOBIL 96074257 - Purch	$1.83
00089039 DIA PARKING OPERATIONS - Purch	$32.00
00089043 TST PUBLIC HOUSE OF W - Purch	$20.48
00089046 SOURCE OFFICE - VITAL - Purcha	$340.68
00089114 CPU IIT - Purchase	$69.99
00087456 KANSAS CITY BARBEQUE - Purchas	$96.79
00087463 UNITED 01629252199643 - Pur	$24.00
00087471 UNITED 01624496712941 - Pur	$564.80
00087688 AMZN MKTP US MZ9PH9V02 - Purch	$281.26
00087730 FBI LEEDA INC - Purchase	$695.00
00087777 WASABI JAPANESE GRILL - Purcha	$27.74
00087789 2 DOORS DOWN - Purchase	$17.34
00087799 TST ACCOMPLICE BEER C - Purch	$10.55
00087830 MEAT AT KENNISON S - Purchase	$15.55
00087884 CHIPOTLE 1014 - Purchase	$10.55
00087906 ALBANY RESTAURANT & BA - Purch	$35.19
00087956 CHICK-FIL-A #03335 - Purchase	$13.39

00087959 TWIN DRAGON - Purchase	$13.76
00088245 MENARDS CASPER WY - Purchase	$121.26
00088248 EXXONMOBIL 45948007 - Purch	$58.00
00088264 IACP - Purchase	$75.00
00088300 IACP - Purchase	$190.00
00088315 THE HOME DEPOT #6001 - Purchas	$157.34
00088330 IACP - Purchase	$75.00
00088346 IACP - Purchase	$75.00
00088348 ARBYS 6443 - Purchase	$9.43
00088363 GOLDEN SINCLAIR - Purchase	$62.25
00088364 SAFEWAY #0322 - Purchase	$21.17
00088385 OLD CAPITOL GRILL AND - Purcha	$32.00
00088388 WOODYS PIZZA OF GOLDEN - Purch	$19.11
00088430 CROC SOUP COMPANY - Purchase	$11.72
00088457 LIL RICCI'S GOLDEN - Purchase	$10.90
00088463 SPORTSMANS WAREHOUSE 1 - Purch	$63.00
00088467 UNITED 01624532592384 - Pur	$781.60
00088470 IACP - Purchase	$370.00
00088485 EL TEQUILENO GOLDEN - Purchase	$25.03
00088492 BEST BUY 00015271 - Purch	$241.94
00088497 IACP - Purchase	$370.00
00088511 BEST BUY 00015271 - Purch	$209.96
00088522 UNITED 01629266213820 - Pur	$19.00
00088523 HOTELS.COM158835744324 - Purch	$847.80
00088531 TST CHEYENNE RIB AND - Purcha	$25.04
00088540 IACP - Purchase	$370.00
00088547 IACP - Purchase	$370.00
00088554 PKA LLC - Purchase	$29.00
00088560 CHILI'S #912 - Purchase	$25.86
00088571 UNITED 01624534519355 - Pur	$838.10
00088614 CROC SOUP COMPANY - Purchase	$9.26
00088615 JIMMY JOHNS # 1262 - Purchase	$11.78
00088627 TRAVEL GUARD GROUP INC - Purch	$33.95
00088639 BEST BUY 00015271 - Purch	$159.96
00088643 2 DOORS DOWN - Purchase	$15.56
00088682 STAMPEDE SALOON & EATE - Purch	$21.49
00088691 ORIGIN HOTEL RED ROCKS - Purch	$19.33
00088704 UNITED 01624535785644 - Pur	$522.30
00088708 CHUG CHUG GAS AND GO - Purchas	$66.01
00088739 MCDONALD'S F35665 - Purchase	$14.60
00088745 SQ SQ ELITE EDGE FIR - Purch	$500.00
00088825 AMBI MAIL AND MARKETIN - Purch	$9.90
00088846 BARGREEN WYOMING 25 - Purchase	$75.00

00088876 CPU IIT - Credit	-$19.99
00088881 PUBLIC AGENCY TRAINING - Purch	$650.00
00088930 BARGREEN WYOMING 25 - Purchase	$68.50
00088936 TACO JOHN'S #9310 - Purchase	$9.85
00088952 BEST BUY 00015271 - Purch	$158.45
00088982 CPU IIT - Purchase	$88.60
00089018 THE HOME DEPOT 6001 - Purchase	$403.97
Subtotal for Cost Center **Police:**	**$36,380.75**
00089182 PIZZA RANCH CASPER - Purchase	$64.97
00088249 UNITED 01673592615855 - Pur	$848.09
00088265 UNITED 01673592615822 - Pur	$848.09
00088280 UNITED 01673592615833 - Pur	$848.09
00088293 UNITED 01673592615844 - Pur	$848.09
00088320 UNITED 01673592615866 - Pur	$848.09
00088810 BEST BUY 00015271 - Purch	$279.99
00089275 DELTA 00623746472764 - Pur	$524.50
00089286 DELTA 00623746472742 - Pur	$524.50
00089290 DELTA 00623746472753 - Pur	$524.50
00089307 TRAILWAYS TRANSPORTATI - Purch	$252.00
00089309 DELTA 00623746472775 - Pur	$524.50
00087429 DELTA 00682102129601 - Pur	$30.00
00089028 STAPLES 00114181 - Purch	$26.94
00089041 STAPLES 00114181 - Purch	$214.60
Subtotal for Cost Center **Police Grants:**	**$7,206.95**
00088967 ATLAS OFFICE PRODUCTS - Purcha	$19.90
00088377 PLAYTIME LLC - Purchase	$2,362.00
00088641 ATLAS OFFICE PRODUCTS - Purcha	$127.21
00088702 ATLAS OFFICE PRODUCTS - Purcha	$83.64
00088557 ALBERTSONS #0062 - Purchase	$40.42
00088620 HQ SOUTHERN BBQ LLC - Purchase	$240.00
Subtotal for Cost Center **Property & Liability Insurance:**	**$2,873.17**
00086437 HAMPTON INNS - Purchase	$265.12
00088048 CPU IIT - Purchase	$190.00
00088028 CPS DISTINCCASPER2530 - Purcha	$66.46
00088900 HARBOR FREIGHT TOOLS 3 - Purch	$362.77
00088962 THE HOME DEPOT #6001 - Purchas	$51.94
00089189 CPS DISTINCCASPER2530 - Purcha	$77.20
00089048 CONVERGEONE INC - Purchase	$170.10
00089071 AMZN MKTP US MN8XO0WR1 - Purch	$48.60
00089102 DOLLAR TREE - Purchase	$47.00

00089123 STAPLES DIRECT - Purchase	$3.24
00088378 CPS DISTINCCASPER2530 - Purcha	$81.52
00086598 THE HOME DEPOT #6001 - Purchas	$65.70
00088343 AMZN Mktp US MN66D0LH2 - Purch	$24.98
00088387 AMZN MKTP US MN0D18JT2 - Purch	$36.68
Subtotal for Cost Center **Recreation:**	**$1,491.31**
00089098 ADOBE CREATIVE CLOUD - Purcha	$39.99
00088466 ADOBE PRODUCTS - Credit	-$2.00
00088521 ADOBE PRODUCTS - Credit	-$2.00
00088546 ADOBE PRODUCTS - Credit	-$2.00
00087739 ADOBE CREATIVE CLOUD - Purcha	$41.99
00088798 CASPER TIRE 0000705 - Purchase	$35.00
00088875 WASTESTICKER.COM - Purchase	$104.22
00088887 CMI TECO - Purchase	$410.47
00088997 CASPER TIRE 0000705 - Purchase	$35.00
Subtotal for Cost Center **Refuse Collection:**	**$660.67**
00088909 VZWRLSS MY VZ VB P - Purchase	$24.72
00088911 ALBERTSONS #0062 - Purchase	$16.48
00088942 TRACTOR SUPPLY CO #199 - Purch	$98.00
00088942 TRACTOR SUPPLY CO #199 - Purch	$155.00
Subtotal for Cost Center **Sewer:**	**$294.20**
00088909 VZWRLSS MY VZ VB P - Purchase	$24.72
00089133 BAILEYS ACE HDWE - Purchase	$23.99
00089159 SHERWIN-WILLIAMS 70896 - Purch	$307.00
00089181 ECONOLITE - Purchase	$6,964.12
00089183 CASPER CONTRACTORS SUP - Purch	$79.40
00089210 LYLE SIGNS - Purchase	$90.00
00089279 HARBOR FREIGHT TOOLS 3 - Purch	$12.98
00089291 ENNIS PAINT INC - Purchase	$4,060.17
00089305 ALSCO INC. - Purchase	$392.96
00089050 CPS DISTINCCASPER2530 - Purcha	$56.16
00089055 ALL OUT FIRE EXTINGUIS - Purch	$740.00
00088332 WEAR PARTS INC - Purchase	$137.28
00088804 GEOTEC INDUSTRIAL SUPP - Purch	$1,725.25
00088838 URGENT CARE OF CASPER - Purcha	$160.00
00088868 SAMSCLUB #6425 - Purchase	$79.84
00088889 STAPLES 00114181 - Purch	$39.99
00089014 RMI WYOMING INC - Purchase	$1,071.55
Subtotal for Cost Center **Streets:**	**$15,965.41**

00088909 VZWRLSS MY VZ VB P - Purchase	$24.72
00088885 ATLAS OFFICE PRODUCTS - Purcha	$37.38
00088893 HACH COMPANY - Purchase	$655.91
00088927 CRUM ELECTRIC SUPPLY C - Purch	$22.97
00088939 TFS FISHER SCI CHI - Purchase	$27.78
00088944 GRAINGER - Purchase	$26.64
00088960 ATLAS OFFICE PRODUCTS - Purcha	$134.82
00088981 WEAR PARTS INC - Purchase	$7.01
00089005 ENVIRONMENTAL EXPRESS - Purcha	$144.77
00089068 FERGUSON ENT #3069 - Purchase	$355.00
Subtotal for Cost Center **Waste Water:**	**$1,437.00**
00088909 VZWRLSS MY VZ VB P - Purchase	$75.88
00088916 GUNNERS METERS - Purchase	$380.00
00088987 MSPS - Purchase	$6,165.28
00088776 ENERGY LABORATORIES IN - Purch	$352.00
00088860 UNION WIRELESS - Purchase	$128.71
00088871 NORCO INC - Purchase	$83.13
00088918 CRUM ELECTRIC SUPPLY C - Purch	$12.79
00088938 CRUM ELECTRIC SUPPLY C - Purch	$32.88
00088979 CRUM ELECTRIC SUPPLY C - Purch	$10.87
00088984 ENERGY LABORATORIES IN - Purch	$374.00
00089001 VZWRLSS IVR VB - Purchase	$410.44
00089004 TRACTOR SUPPLY CO #199 - Purch	$319.99
00089020 AT&T BILL PAYMENT - Purchase	$120.12
00089047 CONOCO - HOMAX OIL SAL - Purch	$26.64
00089060 DANA KEPNER CO. - Purchase	$1,990.33
00089060 DANA KEPNER CO. - Purchase	$1,071.72
00089063 DANA KEPNER CO. - Purchase	$1,055.84
00089063 DANA KEPNER CO. - Purchase	$568.53
00089075 DANA KEPNER CO. - Purchase	$4,053.08
00089075 DANA KEPNER CO. - Purchase	$2,182.42
00089084 DANA KEPNER CO. - Purchase	$1,570.18
00089084 DANA KEPNER CO. - Purchase	$845.48
Subtotal for Cost Center **Water:**	**$21,830.31**
00088909 VZWRLSS MY VZ VB P - Purchase	$24.72
00088904 SUBWAY 03126703 - Purch	$85.07
00088912 WEAR PARTS INC - Purchase	$19.58
00088975 BEARING BELTCHAIN00244 - Purch	$37.94
00089000 SUTHERLANDS 2219 - Purchase	$1.99
00089080 FERGUSON ENT #3069 - Purchase	$13.67
00089140 JERSEY MIKES 40001 - Purchase	$97.98

	Subtotal for Cost Center **Water Treatment Plant:**	**$280.95**
	00089079 GRAINGER - Purchase	$30.63
	00089120 STAPLES 00114181 - Purch	$49.99
	00089074 GRAINGER - Purchase	$797.21
	00088140 VAN DIEST SUPPLY COMPA - Purch	$768.75
	00088157 VZWRLSS IVR VB - Purchase	$160.08
	00088231 BAILEYS ACE HDWE - Purchase	$22.98
	00088271 THE HOME DEPOT #6001 - Purchas	$13.94
	00088329 CPU IIT - Purchase	$227.56
	00088834 RESPOND FIRST AID OF W - Purch	$57.25
	00088839 MOUNTAIN STATES LITHOG - Purch	$65.22
	00088922 NORCO INC - Purchase	$13.97
	Subtotal for Cost Center **Weed And Pest:**	**$2,207.58**
	Vendor Subtotal:	**$172,624.89**
PELICANCORP (CA)INC	1103 UTILITY DISPATCH/SUPPORT	$1,499.47
	Subtotal for Cost Center **Sewer:**	**$1,499.47**
	1103 UTILITY DISPATCH/SUPPORT	$1,499.48
	Subtotal for Cost Center **Water:**	**$1,499.48**
	Vendor Subtotal:	**$2,998.95**
POSTAL PROS SOUTHWEST INC	6238 UTILITY BILLING	$49.57
	6250 UTILITY BILLING	$2,497.56
	Subtotal for Cost Center **Finance:**	**$2,547.13**
	Vendor Subtotal:	**$2,547.13**
PRINTWORKS	11806 RECEIPTS, ENVELOPES, PERMITS	$583.33
	Subtotal for Cost Center **Code Enforcement:**	**$583.33**
	Vendor Subtotal:	**$583.33**
RANDI NAPIER	RIN0029655 OVERPAYMENT REFUND	$25.00
	Subtotal for Cost Center **Health Insurance:**	**$25.00**

	Vendor Subtotal:	**$25.00**
ROCKY MOUNTAIN POWER	AP000149053018 ELECTRICITY	$4,416.41
	Subtotal for Cost Center **Aquatics:**	**$4,416.41**
	AP000151053018 ELECTRICTY	$2,854.46
	AP000151053018 ELECTRICTY	$714.17
	AP000151053018 ELECTRICTY	$37.61
	AP000151053018 ELECTRICTY	$900.10
	Subtotal for Cost Center **City Hall:**	**$4,506.34**
	AP000245052919 ELECTRICITY	$289.72
	Subtotal for Cost Center **Communications Center:**	**$289.72**
	AP000240053018 ELECTRICITY	$865.21
	Subtotal for Cost Center **Fire:**	**$865.21**
	AP000156053019 ELECTRICITY	$445.96
	Subtotal for Cost Center **Fort Caspar:**	**$445.96**
	AP000157053018 ELECTRICITY	$4,188.05
	Subtotal for Cost Center **Golf Course:**	**$4,188.05**
	AP000235052919 ELECTRICITY	$3,781.61
	Subtotal for Cost Center **Hogadon:**	**$3,781.61**
	AP000159053019 ELECTRICITY	$5,214.01
	Subtotal for Cost Center **Ice Arena:**	**$5,214.01**
	AP000244052819 ELECTRICITY	$73.15
	Subtotal for Cost Center **Parks:**	**$73.15**
	AP000152053019 ELECTRICITY	$4,137.09
	Subtotal for Cost Center **Recreation:**	**$4,137.09**
	AP000239052919 ELECTRICITY	$60.82
	Subtotal for Cost Center **Sewer:**	**$60.82**
	Vendor Subtotal:	**$27,978.37**
SALTUS TECHNOLOGIES, LLC	1905-39 DRIVERS LICENSE SCANNER/CABLE	$1,777.25

	Subtotal for Cost Center **Police:**	**$1,777.25**
	Vendor Subtotal:	**$1,777.25**
SAM PARSON'S UPHOLSTERY	392660254 REUPHOLSTER ATV SEATS 660254	$194.00
	Subtotal for Cost Center **Fleet Maintenance:**	**$194.00**
	Vendor Subtotal:	**$194.00**
SENIOR PATIENT ADVOCATES	2019-0221 LEGAL/MEDICAL CONFIDENTIAL	$495.00
	Subtotal for Cost Center **Health Insurance:**	**$495.00**
	Vendor Subtotal:	**$495.00**
STELLAR PROGRAMMING & CONSULTING	2521 CITIZEN REQUEST SYSTEM INSTALL	$125.00
	Subtotal for Cost Center **Refuse Collection:**	**$125.00**
	Vendor Subtotal:	**$125.00**
SUMURI LLC	2019-0635 FORENSIC WORKSTATION	$15,995.00
	Subtotal for Cost Center **Police:**	**$15,995.00**
	Vendor Subtotal:	**$15,995.00**
TRIHYDRO CORP.	0141891 EPA BROWNFIELDS HAZARDOUS	$3,851.50
	0141890 EPA BROWNFIELDS HAZARDOUS	$1,173.50
	Subtotal for Cost Center **Planning:**	**$5,025.00**
	Vendor Subtotal:	**$5,025.00**
WAMCO LABS, INC.	13817 TOXICITY TEST	$380.00
	Subtotal for Cost Center **Waste Water:**	**$380.00**
	Vendor Subtotal:	**$380.00**
WAYNE COLEMAN	19046 2018 CPU ASPHALT REPAIRS	$1,096.87

CONSTRUCTION, INC.	19046 RETAINAGE	-$109.69
	Subtotal for Cost Center **Water:**	**$987.18**
	Vendor Subtotal:	**$987.18**
WESTERN PLAINS LANDSCAPING	20557-R RETAINAGE PROJ 18-074	$3,940.50
	Subtotal for Cost Center **Balefill:**	**$3,940.50**
	Vendor Subtotal:	**$3,940.50**
WESTERN PLAINS LANDSCAPING LLC.	20557 #18-074 SOLID WASTE FAC LF	$39,405.00
	20557 RETAINAGE	-$3,940.50
	Subtotal for Cost Center **Balefill:**	**$35,464.50**
	Vendor Subtotal:	**$35,464.50**
WESTERN WATER CONSULTANTS, INC.	190170004 #18-066 MIDWEST RECONST - ELM	$7,622.25
	Subtotal for Cost Center **Engineering:**	**$7,622.25**
	Vendor Subtotal:	**$7,622.25**
WH LLC	2094 #18-011 CONSULTING/ENG CRL	$5,380.66
	Subtotal for Cost Center **Balefill:**	**$5,380.66**
	Vendor Subtotal:	**$5,380.66**
WHITED FLOOR SURFACING	0052019 RETAINAGE	-$2,562.50
	Subtotal for Cost Center **Capital Projects - Casper Rec:**	**-$2,562.50**
	0052019 #18-091 REC CENTER FLOOR	$51,250.00
	Subtotal for Cost Center **Casper Recreation Center:**	**$51,250.00**
	Vendor Subtotal:	**$48,687.50**
WILLIAM DAISY	4102WD TOOL ALLOTMENT	$500.00
	Subtotal for Cost Center **Fleet Maintenance:**	**$500.00**

	Vendor Subtotal:	**$500.00**
WILLIAM NEELAND	RIN0029629 CLOTHING REIMBURSEMENT	$91.93
	Subtotal for Cost Center **Water Treatment Plant:**	**$91.93**
	Vendor Subtotal:	**$91.93**
WYOMING DOOR	8754 LABOR, REPLACE CABLES, SEAL	$1,109.60
	8641 LABOR/PARTS	$381.00
	Subtotal for Cost Center **Balefill:**	**$1,490.60**
	Vendor Subtotal:	**$1,490.60**
WYOMING POWER WASH, INC.	21988 BLAST/PAINT METAL GRATE	$347.50
	22028 BLAST/PAINT 6 FLIGHTS	$775.94
	Subtotal for Cost Center **Waste Water:**	**$1,123.44**
	Vendor Subtotal:	**$1,123.44**
	Grand Total	**$2,030,804.17**

Approved By

On

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
06/18/19

Payroll Disbursements

6/4/19	FIRE PAYROLL	$	175,947.42
6/4/19	BENEFITS & DEDUCTIONS	$	33,481.90
6/13/19	CITY PAYROLL	$	1,136,880.30
6/13/19	BENEFITS & DEDUCTIONS	$	210,319.37
6/14/19	FIRE PAYROLL	$	174,607.91
6/14/19	BENEFITS & DEDUCTIONS	$	30,593.78
	Total Payroll	**$**	**1,761,830.68**

Additional Fees

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

Additional Accounts Payable

5/30/2019	Pre-Writs: Petty Cash, Travel Reimb, Utility Refunds		
	Aorona, Alejandro	$	75.00
	Cercy, Lindsay		43.46
	Darr, Sharon		94.79
	Desersa, Becky/Gregg		140.19
	Duran, Yvette		7.72
	Lincare, Inc		213.54
	Martinez, Christina		866.09
	Moller, Brigitte		41.82
	Monfre, Heather/Joseph		29.94
	Morin, Salem		12.24
	Myers, Jake		54.42
	Randy Ogden- Travel Reimbursement		79.63
	Vanatwerp, Shannon		218.00
	First Interstate Bank- Metro Petty Cash		56.07
	First Interstate Bank- Rec Center Petty Cash		204.55
			8.99
		$	2,146.45
5/31/19	Steven Smith- Overpayment on Account		957.62
6/18/2019	Tyler Technologies - software payment	$	12,080.28
	Tyler Technologies - software payment	$	6,176.04
	Tyler Technologies - software payment	$	4,163.82
		$	22,420.14
	Total Additional AP	**$**	**25,524.21**

June 7, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: 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 18, 2019.

Action Type:
Ordinance, with Public Hearing.

Recommendation:
That Council, by ordinance, approve a plat creating Fleming Addition to the City of Casper, and also approve 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.

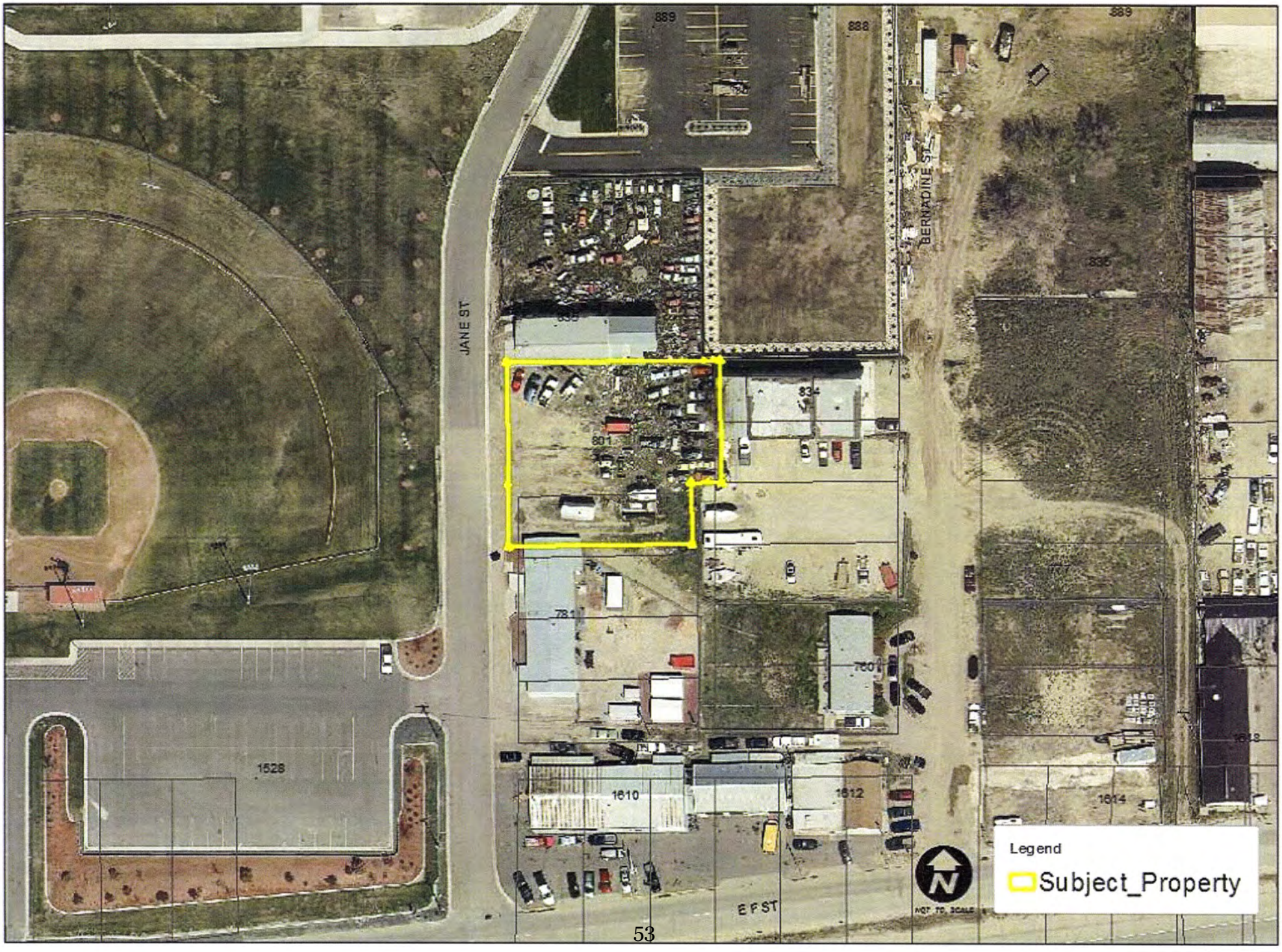
The Planning and Zoning Commission voted unanimously to approve the plat and forward a do-pass recommendation to Council after a public hearing on May 16, 2019. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are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

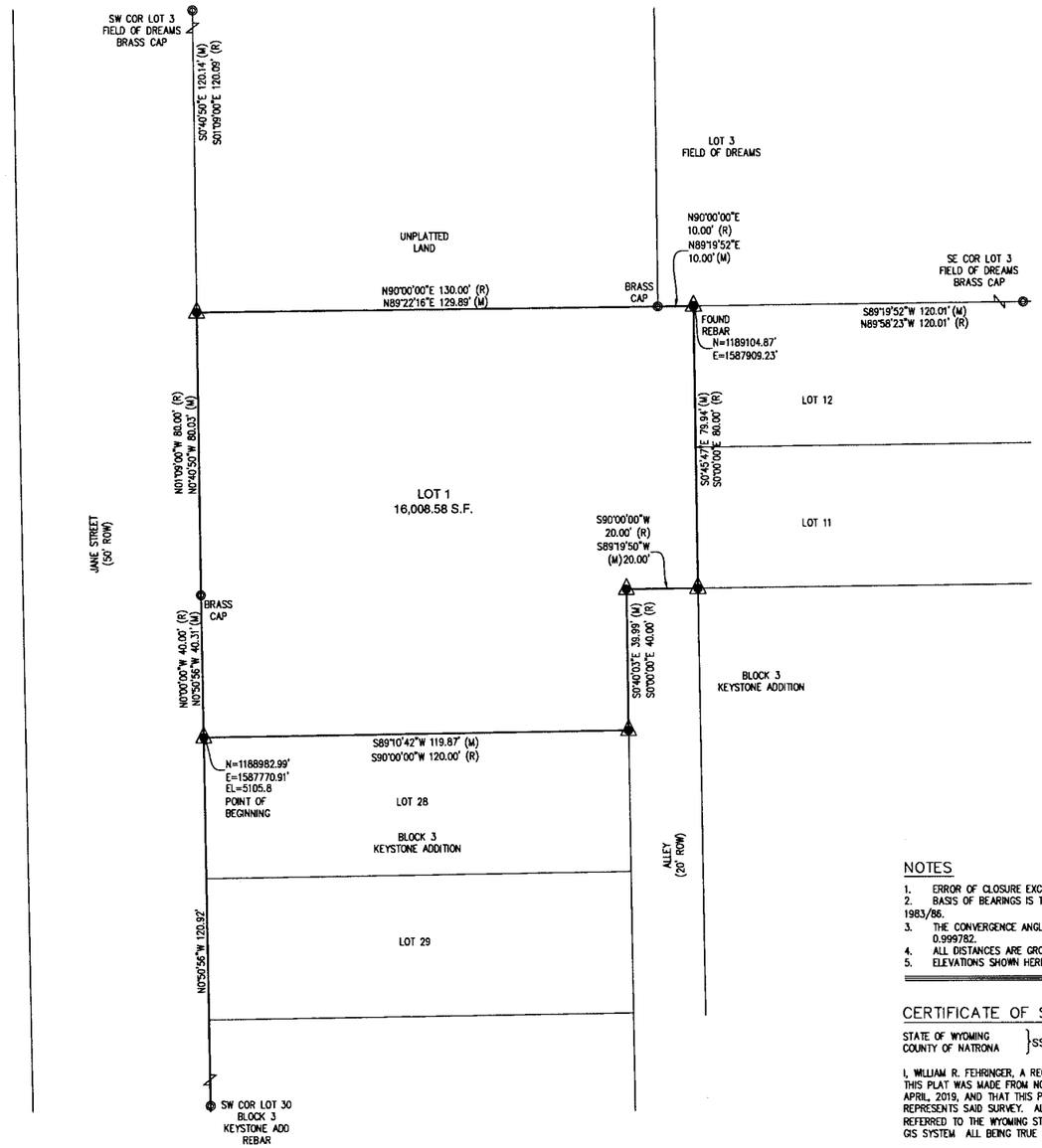
Financial Considerations:
Not applicable.

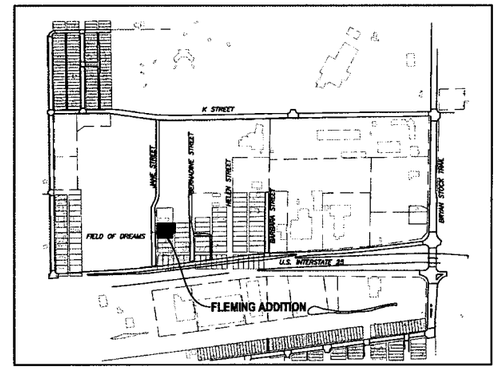
Oversight/Project Responsibility:
Craig Collins, AICP, City Planner.

Attachments:
Ordinance
Location Map
Plat
Subdivision Agreement

Proposed Fleming Addition







VICINITY MAP
NO SCALE

CERTIFICATE OF DEDICATION

STATE OF WYOMING }SS
COUNTY OF NATRONA

THE UNDERSIGNED, GREG D. FLEMING, DOES HEREBY CERTIFY THAT HE IS THE OWNER AND PROPRIETOR OF A PARCEL OF LAND SITUATE IN THE SW¼NE¼ OF SECTION 3, T.33N., R.79W., 6TH P.M., BEING A VACATION AND REPLAT OF LOT 27, BLOCK 3, KEYSTONE ADDITION TO THE CITY OF CASPER, WYOMING AND A PLAT OF A PORTION OF THE SW¼NE¼ OF SAID SECTION 3, T.33N., R.79W., 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 27, ALSO BEING THE NORTHWEST CORNER OF LOT 28, BLOCK 3, KEYSTONE ADDITION, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N00°50'56"W, ALONG THE WEST LINE OF SAID LOT 27 AND THE EAST LINE OF JANE STREET, A DISTANCE OF 40.31 FEET TO THE NORTHWEST CORNER OF SAID LOT 27, MONUMENTED BY A BRASS CAP;

THENCE N00°40'50"W, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF JANE STREET, A DISTANCE OF 80.03 FEET TO THE NORTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE N89°22'16"E, ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 129.89 FEET TO THE THE SOUTHWEST CORNER OF LOT 3, FIELD OF DREAMS ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N89°19'52"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF SAID LOT 3, FIELD OF DREAMS ADDITION, A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF THE PARCEL ALSO BEING THE NORTHWEST CORNER OF LOT 12, BLOCK 3, KEYSTONE ADDITION, MONUMENTED BY A BRASS CAP;

THENCE S00°45'47"E, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF LOTS 11 AND 12, BLOCK 3, KEYSTONE ADDITION AND THE NORTHEAST CORNER OF A 20.00 FOOT WIDE ALLEY, A DISTANCE OF 79.94 FEET TO A CORNER OF THE PARCEL, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 11, MONUMENTED BY A BRASS CAP;

THENCE S89°19'50"W, A DISTANCE OF 20.00 FEET, TO THE NORTHEAST CORNER OF SAID LOT 27 AND THE NORTHWEST CORNER OF THE 20.00 WIDE ALLEY, MONUMENTED BY A BRASS CAP;

THENCE S00°40'03"E, ALONG THE EAST LINE OF SAID LOT 27 AND THE WEST LINE OF THE ALLEY, A DISTANCE OF 39.99 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, ALSO BEING THE NORTHEAST CORNER OF SAID LOT 28, MONUMENTED BY A BRASS CAP;

THENCE S89°10'42"W, ALONG THE SOUTH LINE OF SAID LOT 27 AND THE NORTH LINE OF SAID LOT 28, A DISTANCE OF 119.87 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 16,008.58 S.F., MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR. THE NAME OF THE SUBDIVISION SHALL BE "FLEMING ADDITION" AND ALL ROADS AS SHOWN ON THIS PLAT HAVE PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC.

GREG D. FLEMING
111 SOUTH MINNESOTA
CASPER, WYOMING 82609

_____
GREG D. FLEMING – OWNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GREG D. FLEMING, OWNER, THIS _____ DAY OF _____, 2019.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:65,848.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°41'55.62797", AND THE COMBINED FACTOR IS 0.999782.
4. ALL DISTANCES ARE GROUND.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }SS
COUNTY OF NATRONA

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN APRIL, 2019, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Professional Land Surveyor
William R. Fehringer
5528
Date
WYOMING

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER
THIS _____ DAY OF _____, 2019.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
THIS _____ DAY OF _____, 2019.

ATTEST: _____ _____
SECRETARY CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____, DULY PASSED,
ADOPTED AND APPROVED THIS _____, DAY OF _____, 2019.

ATTEST: _____ _____
CITY CLERK MAYOR

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

_____
CITY ENGINEER

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

_____
CITY SURVEYOR

N
W E
S

0 20' 40'
SCALE: 1" = 20'

VACATION AND REPLAT OF LOT 27
KEYSTONE ADDITION
AND PLAT OF A PORTION OF
SW¼NE¼ SECTION 3, T.33N., R.79W., 6TH P.M.
AS
FLEMING ADDITION

AN ADDITION TO THE CITY OF CASPER, WYOMING
BEING A PORTION OF THE SW¼NE¼
OF SECTION 3, T.33N., R.79W., 6TH P.M.
NATRONA COUNTY WYOMING
APRIL, 2019

W.O. #19-140

cepi
Civil Engineering Professionals, Inc.
6080 Enterprise Drive. Casper, Wy 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com

LEGEND

- SET BRASS CAP
- SET MONUMENT 5/8" REBAR & ALUMINUM CAP
- FOUND MONUMENT AS NOTED

M:\Land 2019\Surveying\19-140 Fleming\Survey Plats\Fleming Replat.dwg, 5/1/2019, Bill

FLEMING ADDITION
SUBDIVISION AGREEMENT

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

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

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

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

RECITALS

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

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

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

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

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

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

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

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

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

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

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

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

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

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

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

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

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

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

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

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

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

SECTION 5 – GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

Greg Fleming
111 South Minnesota
Casper, Wyoming 82601

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

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

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

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

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

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

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

APPROVED AS TO FORM:

Walter Trevor III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS:

By: Dee Hardy

Printed Name: Dee Hardy

Title: Notary

OWNER
Greg Fleming

By: Greg Fleming

Printed Name: Greg Fleming

Title: Owner

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

_____
(Signature of notarial officer)

_____
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

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

Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 11/20/20]

ORDINANCE NO. 18-19

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

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

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

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

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

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

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

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Fleming Addition Subdivision Agreement.

SECTION 2:

That the final plat of Fleming Addition is hereby approved under terms and conditions of the Fleming Addition Subdivision Agreement.

SECTION 3:

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

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

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

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

APPROVED AS TO FORM:

Walter Trenor III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

June 3, 2019

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Liz Becher, Community Development Director LB

SUBJECT: Public Hearing for Consideration of an Ordinance approving a rezone of Block 60, Lot 9, and N. 20' of Lot 10; and Block 60, west ½ of Lots 10-12, Exc. N. 20' of Lot 10, Casper Addition, located directly east of the new Rescue Mission, on lots currently addressed as 221 & 227 North Park Street.

Meeting Type & Date:
Regular Council Meeting, June 18, 2019.

Action Type:
Public Hearing and first reading on an Ordinance.

Recommendation:
The Planning and Zoning Commission recommendation is that Council, by Ordinance, approve a rezone of Block 60, Lot 9, and N. 20' of Lot 10; and Block 60, west ½ of Lots 10-12, Exc. N. 20' of Lot 10, Casper Addition from M-1 (Limited Industrial) and C-2 (General Business) to C-3 (Central Business).

Summary:
The Central Wyoming Rescue Mission is preparing for its next stage of construction on two parcels of property located directly east of their new shelter/facility at the corner of East A and North Park Streets. The next phase is planned to include additional housing units for their discipleship recovery program. The parcels in question currently have multiple zoning classifications, both C-2 (General Business) and M-1 (Limited Industrial), and the applicant is requesting that the properties be rezoned to C-3 (Central Business) district. "Homes for the homeless" are listed as a permitted use in the C-3 (Central Business) zoning district.

The rezone of the properties to C-3 (General Business) is consistent with much of the existing zoning in the surrounding area, including the primary Rescue Mission property, which was granted a zone change to C-3 (Central Business) in 2016, prior to its construction. Properties immediately to the east and west of the subject parcels are currently zoned C-3 (Central Business), with other properties in the surrounding area primarily being zoned a mix of C-2 (General Business) and M-1 (Limited Industrial). Existing land uses in the surrounding area are commercial, industrial, and residential.

Since the 2000 Casper Area Comprehensive Land Use Plan was adopted almost twenty years ago, the zoning and land use of this neighborhood has been incrementally transitioning from primarily industrial, to a more downtown, mixed-use area based on many property owners' desire to improve their properties, and broaden the range of allowable land uses, including different types of residential. The surrounding area currently reflects more than a dozen similar zone changes to C-3 (Central Business) that have been approved in recent history, with the support of the 2000 Comprehensive Plan.

Similarly, the newest Comprehensive Plan, "Generation Casper," adopted in 2017, also recognizes the change that is occurring in this neighborhood and identifies the area as a prime location for a new concept, the Maker's District (Pg. 3-24). Growing in popularity across the US, these districts transform vacant or underutilized industrial areas into work-live spaces for industrial, manufacturing, agricultural and creative industries. The Maker's District concept would capitalize on affordable land costs of the underutilized land close to the urban core, strengthening downtown's vibrancy in the process. In order to foster the Maker's District concept, the City will need to address current hurdles in many of the antiquated zoning and development regulations governing the area. Many of the property owners in this neighborhood have already embraced the future plans for the area, and what we are beginning to see is grass-roots interest in land use and zoning changes that are happening ahead of formal redevelopment efforts by the City. Although not perfect, the C-3 (Central Business) zoning district is currently the best fit for the long-term redevelopment of the area.

Section 17.72.020 of the Municipal Code lists the following land uses as being permitted in the proposed C-3 (Central Business) zoning district.

1. Apartments located within a business structure;
2. Arcades;
3. Assisted living;
4. Automobile sales and/or repairing;
5. Automobile service stations;
6. Banks, savings and loans, and finance companies;
7. Bars, taverns, and cocktail lounges, excluding drive-in/through facilities;
8. Bed and breakfast;
9. Bed and breakfast homestay;
10. Bed and breakfast inn;
11. Business, general retail;
12. Clubs or lodges;
13. Conventional site-built and modular single-family, two-family, multifamily townhomes and condominiums, and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
14. Dance studios;
15. Day-care, adult;
16. Child care center;
17. Family child care center - zoning review;
18. Family child care home;
19. Family child care home - zoning review;
20. Drugstores;
21. Electrical, television, radio repair shops;
22. Government office buildings and community facilities;
23. Grocery stores;
24. Group homes;
25. Multi-story apartment buildings;

26. **Homes for the homeless (long-term shelters);**
27. Hotels, motels;
28. Manufacturing, assembling, or packaging of products from previously prepared materials;
29. Mortuaries;
30. Offices, general and professional;
31. Offices, medical (laboratories, clinics, health spas, and rehabilitation centers);
32. Parking garages;
33. Parks, playgrounds, historical sites, and other similar recreational facilities;
34. Pawn shops;
35. Personal service shops;
36. Pharmacies;
37. Printing and newspaper houses;
38. Public utility and public service offices;
39. Public utility and public service installations, excluding repair and storage facilities;
40. Radio and television stations, including transmitting and receiving towers;
41. Restaurants, cafes, and coffee shops;
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Transportation depots;
47. Vocational centers, medical and professional institutions;
48. Warehouse and other indoor storage;
49. Neighborhood assembly uses;
50. Regional assembly uses;
51. Branch community facilities;
52. Neighborhood grocery;
53. Church.

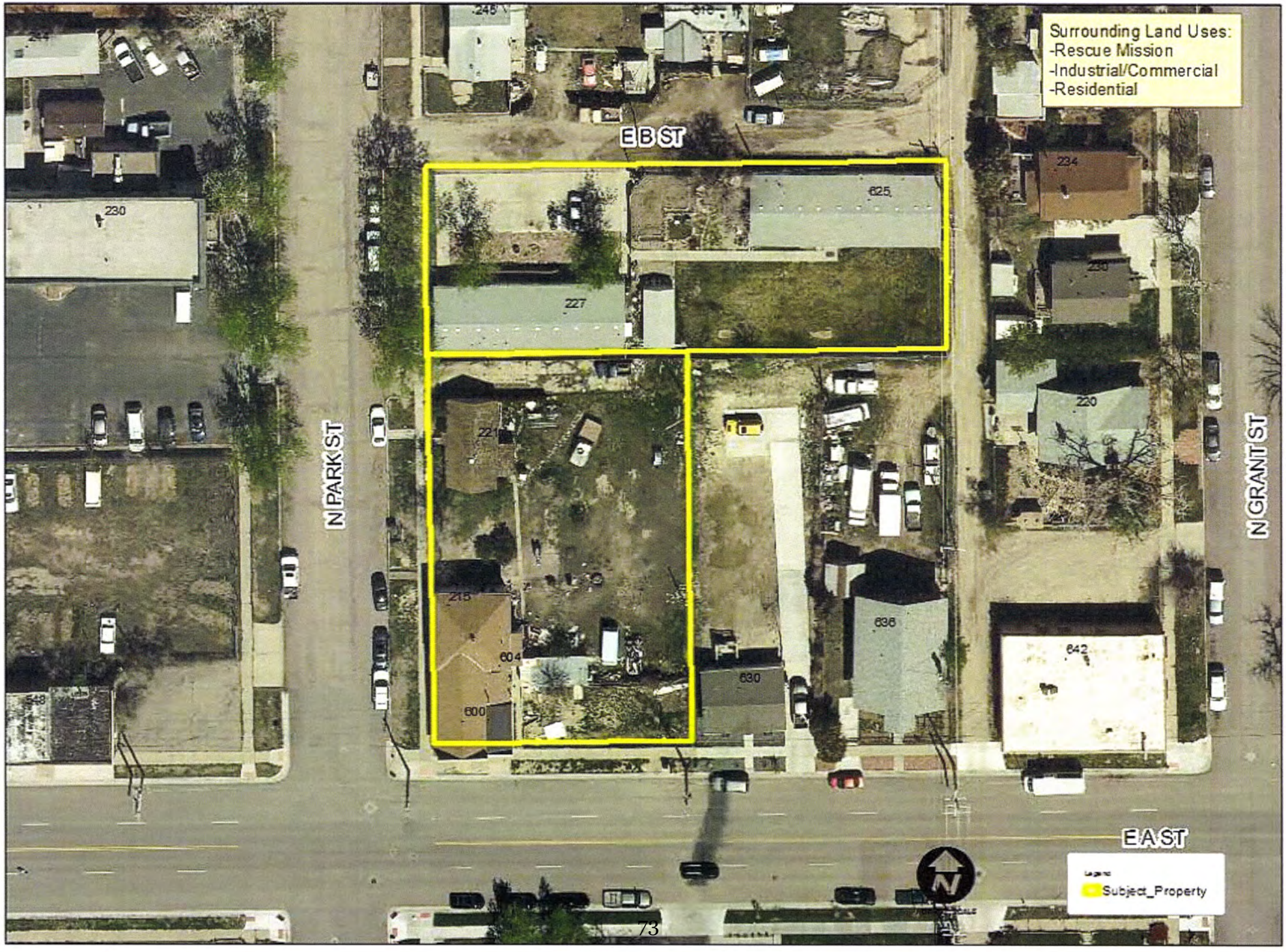
The Planning and Zoning Commission voted to unanimously support the rezone after a public hearing on April 18, 2019. Two neighbors spoke in opposition to the zone change, citing concerns related to the changing demographic in the neighborhood and the resulting compatibility issues that they are experiencing with the Park Street Shelter. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:
Not applicable.

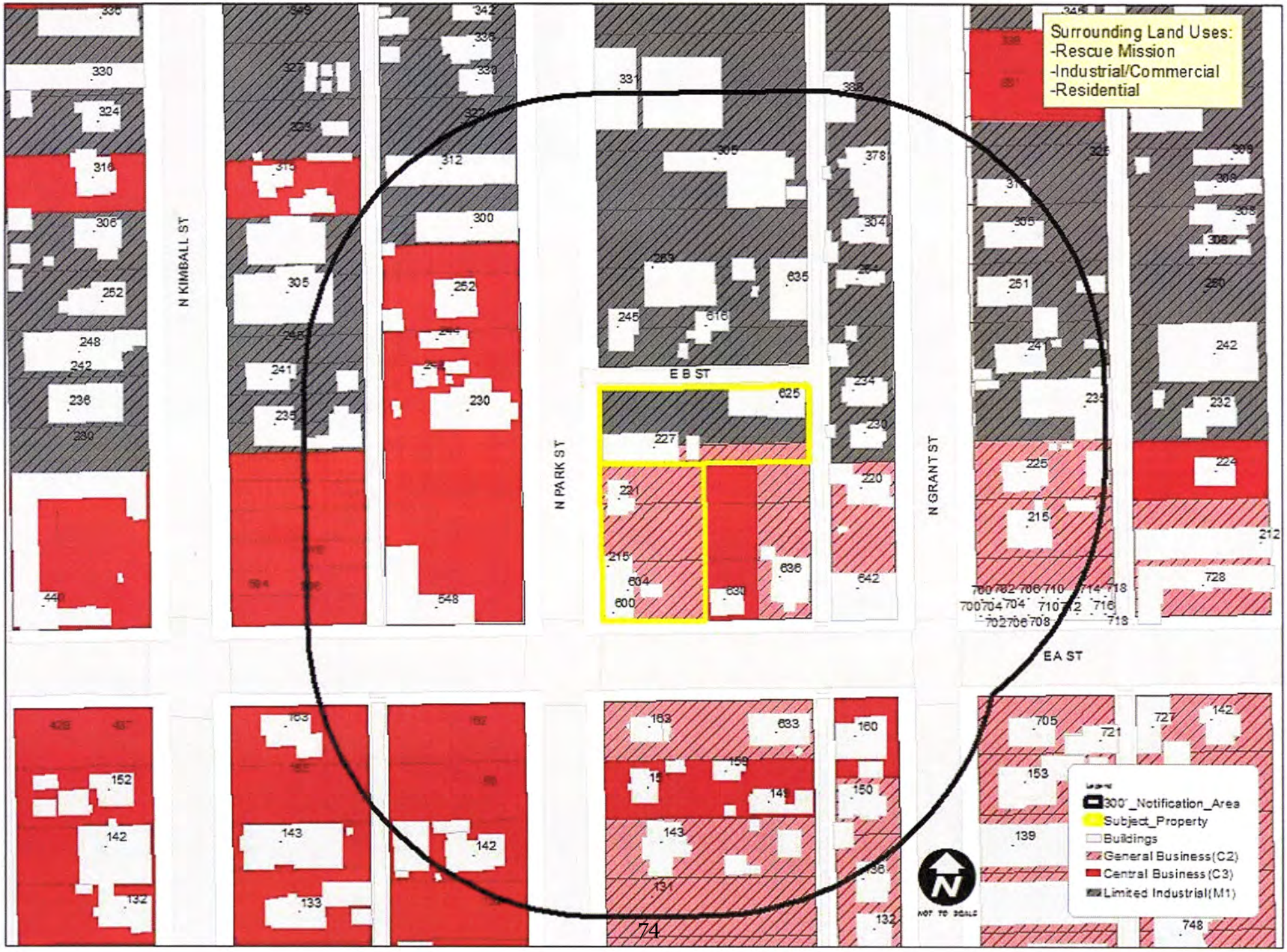
Oversight/Project Responsibility:
Craig Collins, AICP, City Planner, is tasked with processing zone change proposals.

Attachments:
Ordinance
Location Map
Zoning Map

Rescue Mission Zone Change



Rescue Mission Zone Change



ORDINANCE NO.19-19

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

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

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

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

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

SECTION 1:

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

SECTION 2:

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

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

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

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

APPROVED AS TO FORM:

Walter Trembath IV

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

June 12, 2019

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

FROM: John Henley, City Attorney

SUBJECT: Mobile Vendor Parking Ordinance Revision

Meeting Type & Date
Regular Session
June 18, 2019

Action Type
1st Reading of Ordinance

Recommendation
That Council adopt an Ordinance amending Subparagraphs 10.36.031(D)(2)(b)(ii), (iv) and (v) of the Municipal Code regarding mobile vendor parking, pursuant to changes requested at the last work session.

Summary
Current Casper Municipal Code Section 10.36.031(D)(2)(b)(ii), (iv) and (v) require amending to add language regarding special City Council approval regarding special events or due to extraordinary circumstances of an adjacent business owners.

Financial Consideration
None

Oversight/Responsibility
Fleur D. Tremel, City Clerk

Attachments
Proposed Ordinance with changes redlined

ORDINANCE NO. 20-19

AN ORDINANCE AMENDING CHAPTER 10.36.031
OF THE CASPER MUNICIPAL CODE

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

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

10.36.031(D)(2)(b):

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

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

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

This Ordinance shall be effective _____, 2019.

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

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

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____

Fleur D. Tremel
City Clerk

_____

Charles Powell
Mayor

June 6, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director

SUBJECT: Amendment to the Fiscal Year 2019 Budget

Meeting Type & Date
Regular Council Meeting
June 18, 2019

Action Type
Public Hearing
Resolution

Recommendation:
That Council, by Resolution, authorize an amendment to the Fiscal Year 2019 Budget.

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

During the year, a comparison is made between budget and actual expenditure. This evaluation often leads to a certain number of budget adjustments. A budget adjustment is typically done when:

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

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

The amendment, if approved, would **decrease** budgetary expenditures by $282,316. Specific impacts include an increase to General Fund expenditures of $213,021; an increase to General Fund dependents of $83,999; and a **decrease** to Enterprise/Other funds of $579,336. The major contributing factor to the overall decrease in expenditure requests is attributable to the reversal of an increase in Fleet expenditures that was approved in FY '19 Budget Amendment #1. The amount included in the amendment was $998,699 which has been determined not to be needed. This would return the bulk fuel budgeted amounts to those adopted in the original budget.

Overview of General Fund Impacts

General Fund Expenditures – Increase/Decrease General Fund expenditures by $213,021 in the following manner:

- Decrease Cemetery expenditures by $1,284
- Decrease Parks expenditures by $11,056
- Increase Police Department expenditures by $46,000
- Increase Police Animal Control expenditures by $37,020
- Increase Transfers Out expenditures by $142,341

A more detailed description of the General Fund and expenditure adjustments are presented below.

Cemetery – Decrease budgeted expenditures by $1,284

- To correct step increase allocated in FY '19 budget amendment #2.

Parks – Decrease budgeted expenditures by $11,056

- To correct step increase allocated in FY '19 budget amendment #2.

Police Department – Increase budgeted expenditures by $46,000

- A position in the Public Service Communications Center (PSCC) was transferred to the Police Department within the General Fund during the last six months of FY '19. This will result in a reduction of expense in the PSCC Fund.

Police (Animal Control) – Increase budgeted expenditures by $37,020

- Funding for unbudgeted Dispatch Services.

Transfers Out – Increase budgeted expenditures by $142,341

- An increase for the adjustments of implementing step increases to correct the line items in other funds in the amount of $12,341. This will be offset by reductions in Cemetery and Parks expense.
- Global Spectra requests another $130,000 for operating expenses. This will bring the subsidy for the Casper Events Center to the maximum benchmark of $994,919 per contract. Funding for the Transfers Out will come from General Fund unanticipated revenues.

GENERAL FUND SUMMARY:

- Total expenditure increase = $213,021
- Offsetting revenues/transfers = $ 0
- **Net impact to General Fund = $213,021**

Overview of Impacts to General Fund Dependent Funds

General Fund Dependent Fund Expenditures – Increase/Decrease to General Fund dependent expenditures by $83,998 in the following manner:

- Decrease Aquatics (Fund 45) expenditures by $162
- Increase Ice Arena (Fund 47) expenditures by $655

- Decrease PSCC (Fund 52) expenditures by $46,000
- Decrease Rec Center (Fund 56) expenditures by $494
- Increase Events Center (Fund 49) expenditures by $130,000

A more detailed description of the General Fund Dependent expenditure adjustments are presented below.

Aquatics – Decrease budgeted expense by $162
- To correct step increase allocated in FY '19 budget amendment #2.

Ice Arena – Increase budgeted expense by $655
- To correct step increase allocated in FY '19 budget amendment #2.

PSCC – Decrease budgeted expense by $46,000
- A position was transferred to the General Fund and the offset to that expense is from this request.

Recreation Center – Decrease budgeted expense by $494.
- To correct step increase allocated in FY '19 budget amendment #2. There will also be a transfer in from the General Fund in the amount of $12,341 to complete the step increase adjustments made in FY '19 budget amendment #2.

Event Center – Increase budgeted expense by $130,000
- Global Spectra will not meet FY '19 budget expectations and is requesting the additional amount to cover expenses. Funding will come from a transfer from General Fund unanticipated revenues. With this amendment, the total operating subsidy for FY '19 will be $994,919 which is the maximum subsidy benchmark per contract.

GENERAL FUND DEPENDENT FUNDS SUMMARY:
- Total expenditure increase = $83,998
- Offsetting transfer = $142,340
- **Net impact to General Fund Dependent Funds: = ($58,342)**

Overview of Impacts to Enterprise and Other Dependent Funds

Enterprise and Other Funds Expenditures – Increase/(Decrease) to Enterprise and Other Fund expenditures by ($579,336) in the following manner:

- Increase Refuse (Fund 43) expenditures by $98,252
- Increase Balefill (Fund 44) expenditures by $185,000
- Increase Capital Fund (Fund 30) expenditures by $120,000
- Increase Special Grant Fund (Fund 11) expenditures by $1,081
- Increase Buildings and Structures (Fund 63) expenditures by $15,000

- Decrease Fleet Maintenance (Fund 60) expenditures by $998,669

A more detailed description of the Enterprise and Other Fund expenditure adjustments are presented below.

Refuse – Increase budgeted expenditures by $98,252

- The amount for outsourced fleet maintenance was under budgeted by $95,000 for the addition of street sweepers and a loader. Absence of full-time employees caused part-time employees to fill in the absences and part-time employees were under budgeted by $3,252. Funding will be transferred from the reserves.

Balefill – Increase budgeted expenditures by $185,000

- A full-time position was erroneously missing from the FY19 budget for $80,000. During construction, equipment was run during peak hours causing increased utility rates to total $70,000. A piece of equipment required repairs of $35,000 in order to effectively operate. Funding will be transferred from the reserves.

Capital Fund – Increase budgeted expense by $120,000

- The Platte River Trails Trust deposited a grant of $105,000 and the requested expenditures are to ensure this record is tracked so funds are appropriated correctly. In addition, $15,000 will be transferred to the Buildings and Structures Fund to cover the cost of Freon for the Ice Arena and the City Hall chillers.

Special Grants – Increase budgeted expenditures by $1,081.

- A grant was awarded prior to FY19 budget approval and remaining funds will cover the requested expenditures.

Buildings and Structures – Increase budgeted expenditures by $15,000.

- $7,000 of freon was needed for the Casper Ice Arena due to failure/soft spot in the ice. Also, a heat exchanger for the City Hall chiller failed and had to be replaced at a cost of $8,000. Costs were not anticipated and will be covered through a transfer from the Capital Projects Fund.

Fleet Maintenance – Decrease budgeted expenditures by $998,669

- An alternate method of allocating bulk fuel costs city-wide was contemplated with funding approved via Budget Amendment #1 to the FY'19 budget. It has been determined that the original method is preferred allowing the reduction in the amended expense.

ENTERPRISE AND OTHER FUNDS SUMMARY:

- Total expenditure decrease = ($579,336)
- Offsetting transfer = $15,000
- **Net impact to Enterprise and Other Funds: = ($594,336)**

Financial Considerations

While the amendment proposes an overall **decrease** to various expenditure budgets by ($282,316), the total net positive impact to Fund balances will be ($439,657). Of this, $213,021 will negatively

affect the General Fund, which will be covered by unanticipated revenues; General Fund dependent funds will realize a positive impact of ($58,342), primarily through transfers in from other funds and a position transfer; and Enterprise and Other Funds will realize a positive net impact of ($594,336). As stated earlier, the major contributing factor in this decrease is related to the $998,669 adjustment to Fleet Maintenance expense. Other increases will primarily be funded through reserves.

Oversight/Project Responsibility
Tom Pitlick, Financial Services Director

RESOLUTION NO. 19–100

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2019
(AS AMENDED LAST ON NOVEMBER 14, 2018)
Be it Resolved by the Council of the City of Casper, Wyoming
Section 1. Following notice published June 5, 2019, and the public hearing held June 18, 2019, the current budget
(as previously amended) is amended as set out herein and in the detail by fund type and activity that supports
this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment	Amendment Funding Source
Revenues & Other Financing Sources					
Taxes	01	37,490,413	0	37,490,413	
Licenses & Permits	01	1,477,139	0	1,477,139	
Intergovernmental	01	0	0	0	
Fines and Forfeits	01	1,251,972	0	1,251,972	
Charges for Services	01	5,457,966	0	5,457,966	
Interest	01	312,550	0	312,550	
Miscellaneous	01	301,357	0	301,357	
Operating Transfers	01	1,100,569	0	1,100,569	
Total Revenues and Other Sources	01	47,391,966	0	47,391,966	
Expenditures & Other Financing Uses					
Public Safety	01	24,762,674	83,020	24,845,694	surplus
Public Works	01	4,841,807	0	4,841,807	
Health and Social Services	01	1,161,773	0	1,161,773	
Culture and Recreation	01	3,197,719	(12,340)	3,185,379	
General Government	01	8,883,903	0	8,883,903	
Transfers Out	01	4,329,652	142,341	4,471,993	$130k surplus; $12,341 expense reduction
Total Government Activities Expenditures	01	47,177,528	213,021	47,390,549	
Business Type / Enterprises					
Weed & Pest	10	523,096	0	523,096	
Special Grants Fund	11	0	1,081	1,081	designated reserves
CDBG	12	343,666	0	343,666	
Special Reserves	13	13,387	0	13,387	
Revolving Land Fund	14	25,000	0	25,000	
Perpetual Care	15	3,493,950	0	3,493,950	
Police Grants	16	430,334	0	430,334	
Special Fire Assistance	17	473,418	0	473,418	
CATC	18	2,041,514	0	2,041,514	
MPO	19	1,731,291	0	1,731,291	
Local Assessment Districts	20	4,581	0	4,581	
Capital Projects	30	39,063,728	120,000	39,183,728	$105k designated reserve; $15k reserves
1% #15	32	107,618	0	107,618	
Opportunities Fund	38	8,534	0	8,534	
Water	40	27,907,751	0	27,907,751	
Sewer	41	8,460,335	0	8,460,335	
WWTP	42	10,849,235	0	10,849,235	
Refuse Collection	43	10,006,755	98,252	10,105,007	reserves
Balefill	44	17,470,004	185,000	17,655,004	reserves

Aquatics	45	1,024,915	(162)	1,024,753	
Golf Course	46	748,676	0	748,676	
Ice Arena	47	595,547	655	596,202	transfer
Hogadon	48	851,853	0	851,853	
Casper Events Center	49	937,687	130,000	1,067,687	Transfer from GF
Parking	50	112,869	0	112,869	
PSCC	52	2,858,661	(46,000)	2,812,661	
CWR Water System	55	3,328,548	0	3,328,548	
Casper Recreation Center	56	1,222,827	(494)	1,222,333	
Redevelop Loan Fund	58	72,850	0	72,850	
Fleet Maintenance	60	3,388,436	(998,699)	2,389,737	
Buildings & Structures	63	946,751	15,000	961,751	transfer from Fund 30
Employee Health Insurance	65	12,012,471	0	12,012,471	
Property and Liability Insurance	66	2,811,819	0	2,811,819	
Metro Animal Control	70	877,455	0	877,455	
CWR Water System Agency	80	11,431,261	0	11,431,261	
Total Gov Activities & Business Expenditures		213,354,353	(282,346)	213,072,007	

Passed this _____ (Day) day of _____ (Month/Year)

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corportation

Fleur D.Tremel
City Clerk

Charles Powell
Mayor

June 18, 2019

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Tom Pitlick, Financial Services Director TP

SUBJECT: Fiscal Year 2019-2020 Summary Proposed Budget

Meeting Type & Date
Regular Council Meeting, June 18, 2019

Action type
Resolution, June 18, 2019

Recommendation
That Council, by resolution, adopt the budget for the Fiscal Year 2020, at the Public Hearing on June 18, 2019.

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

Financial Considerations
The Fiscal Year 2020 total revenues are $157,975,617, inclusive of internal transactions between City funds. The expenditure budget totals $153,025,216, inclusive of internal transactions between City funds.

Highlights of the FY 2020 Budget proposed for adoption are:

> The proposed total Capital Budget is $17,213,847, an increase of $214K, or 1.3% more than the FY 2019 Budget.
>
> The proposed total Personnel Budget is $50,058,914, an increase of $2.6 million, or 5%, from the FY 2019 Budget. This is reflective of added positions and reinstatement of step increases.

Total proposed General Fund revenue, as compared to FY 2019 Budget, is projected to increase $1,797,009, or 3.8%, to $48,928,667, inclusive of transactions between City funds.

Total proposed General Fund expenditures are $49,279,492, an increase of $2,792,059, or 6% from FY 2019 Budget.

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

1: $89,838 increase in Capital Projects to fund Community Programs for upfront capital purchases.

2: $421,000 transfer from Property and Liability Fund to Health Insurance Fund.

3: Approximately $610,000 for one-time payments to full and regular part-time employees at $1,000 and $500, respectively to cover General Fund and General Fund Dependent Funds including all associated Federal, FICA, and Social Security withholdings. Some Enterprise and Special Revenue Funds will cover the costs of these payments for those respective employees.

4: $250,000 in Capital Fund to be set aside for Dog Park Improvements.

A resolution has been prepared for Council's consideration.

Oversight/Project Responsibility
Tom Pitlick, Financial Services Director

Attachments
Resolution-FY20 Budget Adoption

RESOLUTION NO. 19-99

A RESOLUTION MAKING APPROPRIATIONS OF FUNDS TO COVER EXPENDITURES OF THE CITY OF CASPER, WYOMING, FOR THE FISCAL YEAR OF JULY 1, 2019 TO JUNE 30, 2020.

WHEREAS, on the 14th day of May 2019, J. Carter Napier, City Manager, the budget making authority, prepared and submitted to the Council, a City of Casper Summary Proposed Budget, which encompassed the requested budget for each fund, for the 2020 Fiscal Year ending June 30, 2020; and,

WHEREAS, the Casper City Council reviewed the FY 2020 Requested Budget, including a budget message in explanation of such budget, at its May 20 and 22, 2019 FY 2020 Budget Review Work Sessions; and,

WHEREAS, from its review of the FY 2020 Requested Budget and budget message the City Council made the following changes:

1: $89,838 increase in Capital Projects to fund Community Programs for upfront capital purchases.

2: $421,000 transfer from Property and Liability Fund to Health Insurance Fund.

3: Approximately $610,000 for one-time payments to full and regular part-time employees at $1,000 and $500, respectively to cover General Fund and General Fund Dependent Funds including all associated Federal, FICA, and Social Security withholdings. Some Enterprise and Special Revenue Funds will cover the costs of these payments for those respective employees.

4: Increase General Fund support for CATC by $43,000 and One Cent 16 support by $200,000 for CATC.

5: $250,000 in Capital Fund to be set aside for Dog Park Improvements.

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

WHEREAS, Notice of Public Hearing on such budget, together with the summary of said budget, was published in the Casper Star-Tribune, a legal newspaper published and of general circulation in the County of Natrona on the 4th and 11th days of June 2019; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF

THE CITY OF CASPER, WYOMING: That the official City Budget for the Fiscal Year ending June 30, 2020 is hereby adopted, as follows:

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
Transfers Out		5,269,941
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		2,685,085
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**

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2019.

APPROVED AS TO FORM:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

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: Public Hearing 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 18, 2019

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, consider the application 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.

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

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
Copy of Application
Affidavit of Website Publication

WLD-31 (4/17)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

Local License #: Restaurant #40

License Fees
Annual Fee: $ 1500 . 00
Prorated Fee: $ 1125 . 00
Transfer Fee: $ _____ . ____
Publishing Fee: $ _____ . ____

Date filed with clerk: 05 / 17 / 2019

Advertising Dates: (2 Weeks) 6/7/2019 & 6/9/2019

Hearing Date: 6 / 18 / 2019

Publishing Fee Direct Billed to Applicant: ☑

License Term: 06 / 19 / 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: Thai kitchen Casper LLC

Trade/Business Name (dba): Thai kitchen

Building to be licensed/Building Address: 1120 E 12th st (Number & Street)
Casper (City) WY (State) 82601 (Zip) Natrona (County)

Mailing Address: 1120 E. 12th st (Number & Street or P.O. Box)
Casper (City) WY (State) 82601 (Zip)

Business Telephone Number: (307) 333-6922 Fax Number: ( ) None

E-Mail Address: _____

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Renwood lot 161 E 60 & 162 E 60 N' 20 commercial

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: _____

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 1 paragraph 2 of lease.
   - (B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 12 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

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

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

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

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

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

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

   _____

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

   If "YES", explain: _____

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Napat Lai						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): 28' x 13' room in south 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 17th day of May 2019, 20____ that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	X Napat Lai	Napat Lai	Member
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal:

A LYMAN
Notary Public – Wyoming
Natrona County
My Commission Expires Jun 12, 2021

(SEAL)

Signature of Notary Public

My commission expires: June 12, 2021

City Clerk Department
City of Casper

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

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

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 06/05/2019 and ended on 06/19/2019 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 Loatsch Date: 05/21/2019

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

21st day of May, 2019

Christa K. Wiggs

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

Provide to City of Casper Central Records

Thai Kitchen Casper, LLC

Notice is hereby given that on the 17th day of May, 2019, Thai Kitchen Casper, LLC d/b/a Thai Kitchen applied for a new Restaurant Liquor License No. 40 in the office of the Clerk of the City of Casper, Wyoming for the following described place 1120 East 12th 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 18th day of June, 2019 in the City Council Chambers at 200 North David.

Dated: 5/20/2019

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 4th day of June, 2019

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

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

APPROVED AS TO FORM:

Walter Trenor II

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

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 4th day of June, 2019

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

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

APPROVED AS TO FORM:

Walter Trent II

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

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 4th day of June, 2019

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

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

APPROVED AS TO FORM:

Walter Trent IV

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

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 public property in the City of Casper, unless permitted by any person or persons designated by the public entity which owns the pubic property or in a designated campground of the public entity.

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

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

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

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ORDINANCE NO.17-19

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

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

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

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

Chapter 10.36.030 A (5)
A boat or trailer of any type.

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

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

PASSED on 2nd reading the ____ 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

June 5, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director
Aaron Kloke, MPO Supervisor
Pam Jones, MPO Administrative Technician

SUBJECT: Authorize a Contract for Professional Services with the Casper Area Transportation Coalition for Transit Operations in an Amount not to Exceed $1,994,966.

Meeting Type & Date:
Regular Council Meeting, June 18, 2019.

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize a Professional Services Contract with the Casper Area Transportation Coalition (CATC) for transit operations in an amount not to exceed $1,994,966.

Summary:
On April 1, 2018 the City's Metropolitan Planning Organization Division publicly advertised a Request for Proposals (RFP) from contractors interested in managing and operating the Casper Area Transit Services within the City of Casper, Town of Mills, Town of Bar Nunn, and Town of Evansville for the next two (2) years. The RFP was advertised in the newspaper and was placed on the City website. Responses were due May 4, 2018.

The City received one proposal from the Casper Area Transportation Coalition (CATC) who has been operating the fixed route and demand response transit services on behalf of the City since 1982. The contract is renewable from year to year for a maximum of two years. This agreement is for the second year of the contract term.

Financial Considerations:
The 2010 Census identified the Casper area as an urbanized area with a population in excess of 63,500 people. As an urbanized area, the City of Casper is qualified to receive Federal Transit Administration (FTA) 49 U.S.C. § 5307 funds. These funds can be used for capital, planning, and operating expenses for the City's local transit system.

Funding for this Agreement comes from a Federal Grant (FTA Section 5307), City of Casper General Fund, One Cent #16 allocation, and contributions from other agencies, municipalities, and private groups paid to CATC and remitted to the City. The total City contract for CATC services in FY 2020 includes $1,024,312 in FTA funds for operating and capital assistance,

$243,000 for operating and capital assistance from the City of Casper General Fund; $365,000 from local One Cent funds allocated specifically for public transportation, and up to $362,654 that will come from CATC through their service contracts with Mills, Evansville, Bar Nunn, Natrona County, WYDOT, and private organizations to function as the remaining match on the Federal transit grant.

Oversight/Project Responsibility:
Aaron Kloke, MPO Supervisor

Attachments:
Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 18th day of June, 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. Casper Area Transportation Coalition, Inc., a Non-Profit Corporation, 1715 East 4th, Casper, Wyoming 82601, hereinafter referred to as "CATC" ("Contractor").

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

RECITALS

A. The City is undertaking a project to support transit services in the City.

B. The project requires professional services for the demand response and fixed route transportation for the City and members of its general public.

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

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

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

1. SCOPE OF SERVICES:

The City, through the City Community Development Director, shall be responsible for administering this agreement and providing grant administration services. The Community Development Director is the City Manager's authorized representative and shall so serve as liaison to the Board of the Contractor. At the option of the City, the City may assign all or any portion of grant administration to Contractor.

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

A. Contractor shall operate a demand response transportation system for the general public of the City, and the urbanized area of Mills, Evansville, Bar Nunn, and parts of Natrona County. The boundaries of the urbanized areas are shown on Exhibit

"A." The Contractor shall place an emphasis on services for the elderly and disabled.

B. Contractor shall operate a fixed route transportation system for the general public of the City within the boundaries of the City of Casper.

C. Contractor shall provide a demand response transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday and on Saturday from 7:30 a.m. to 3:30 p.m. The Contractor may discontinue transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate with approval of the City.

D. Contractor shall provide a fixed route transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday and on Saturday from 7:30 a.m. to 3:30 p.m. The Contractor may discontinue fixed route transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate with the approval of the City.

E. Contractor shall promote the services offered through appropriate informational programs. The programs must be approved by the City prior to implementation.

F. Contractor shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto.

G. The City reserves the right to contract with additional carriers for transit service during the terms of this or any subsequent contract. The City may, but need not offer the Contractor the opportunity to expand its existing services to meet any increased demand prior to adding any additional carriers.

H. Fares: Fares and methods of fare payment charged to passengers and attendants shall be set by the City. Provided, however, that pursuant to Section 5(m) of the Urban Mass Transportation Act of 1964, fares charged elderly and disabled persons shall not exceed one-half of the fares charged to the general public. The cash fares paid by passengers and/or service contracts shall be the property of the Contractor and considered program income. The City has the option to alter fares during the course of the contract. The City will notify the Contractor of its plans to implement its fare changes sixty (60) days in advance of the proposed fare change. For the purpose of this contract, the demand response fare shall be Two Dollars ($2.00) for the elderly and disabled and Five Dollars ($5.00) for the general public per trip. Children twelve (12) years of age and younger shall ride for One Dollar ($1.00) as long as they are accompanied by a parent or guardian. The fare shall continue until such time as amended by the City.

General fixed route fare is One Dollar ($1.00) per trip, Student fare is Seventy-Five cents ($0.75) per trip, reduced fare is Fifty cents ($0.50) and children five (5) years and under are free. While the general fixed route fares are set by the City, the criteria for reduced fare are determined by the Americans with Disabilities Act.

A route deviation is $1.00 for the elderly, disabled, or Medicare recipients. A route deviation is $2 for the general public.

I. Group Trips: Contractor shall notify the Community Development Director in writing of all special group trip requests at least ten (10) days in advance, including those originating from other City departments. Use of transit vehicles by City staff is permitted under certain conditions. The City may use transit vehicles for non-transit related purposes for up to eighty (80) hours per year according to 49 CFR Part 604.

Contractor shall, in writing, refer all requests for special group trips originating from non-City organizations to the private sector and receive written comment from the private sector prior to the Contractor agreeing to provide said service at the average hourly operating rate plus ten percent (10%) for additional costs and overhead.

J. Annual National Transit Database Submission: When required, the contractor shall be responsible for completing an Annual National Transit Database Submission in a timely manner and in accordance with FTA regulations, and submitting the same to the Federal Transportation Administration (FTA). The Contractor shall provide the City with a copy of all completed documents, including correspondence from FTA to the Contractor relating to the Annual National Transit Database Submission, as well as all revisions submitted to FTA by the Contractor. If a problem is encountered with the Annual National Transit Database Submission, the Contractor shall immediately notify the City of the problem and recommend action to mitigate the same.

K. Other Reports and Records:

1. Contractor shall keep and maintain proper records reflecting all revenues and expenditures.

2. Financial Performance Report.
Contractor shall keep separate written financial and performance records in accordance with regulations and procedures specified by FTA and provide those records to the City for the City's required grant compliance reporting. These reports will be provided in both paper and electronic formats. The financial performance report shall include, but is not limited to, the following:

Monthly

- Passenger count by jurisdiction.
- Passenger count by route.
- Passenger count by fare type.
  - **The Bus**
    - General Public
    - Students
    - Reduced Fare
    - Children under 5
    - Reduced Fare Pass
    - Student Pass
    - General Public Pass
  - **CATC**
    - General Public Fare
    - Reduced Fare
    - Children under 12
- Odometer readings for all vehicles.
- Condition of each transit vehicle.
- Number of individuals served.
- One-way trips.
- Vehicle hours and miles.
- Maintenance records by vehicle number giving dates, types of service, warranty work, etc.
- Cost of operation.

3. Access to Records - Contractor agrees to give the City, FTA, or its designee, general access to all agency records in conjunction with this agreement (except as provided by law), including, but not limited to, program records and reports.

4. Timelines - All monthly reports shall be prepared and submitted to the City no later than the date of the Contractor's monthly Board of Directors meeting. Failure to prepare and submit said reports to the City by the stated deadlines may at the option of the City terminate this agreement.

L. Annual Planning and Operations Report: As part of annual grant compliance, Contractor shall prepare and submit an annual operations report to the Community Development Director, by January 15 of the contract year which includes, but is not limited to, the following:

1. Description of activities undertaken in the previous fiscal year, including:

   a. Benefits derived by the community resulting from transit service provided under this Contract during the previous fiscal year.

b. Description and analysis of the existing system, including, but not limited to:

   i. Description of operations, including hours of operation, location and description of operations location, service area, number of rides provided, ridership profile, and operating costs, etc.
   ii. Inventory of fleet, including fleet size, type, year of manufacture, condition, service history during previous year, and anticipated year each vehicle will be retired.
   iii. Inventory of all capital items owned by the City.

c. Summary of actions taken by the Contractor in response to specific City requests made in writing by the Community Development Director during the contract year.

d. Summary of specific actions taken by the Contractor to implement projects that were planned in the prior contract year.

2. Description of Public Outreach efforts

a. Hold a minimum of one (1) meeting with the general public in March of each year during the term of the Contract, to discuss the existing service needs and proposed service changes (if any). Prepare a summary of the same for the Community Development Director.

   i. These meetings should be publicly advertised for a designated time and place.
   ii. Meetings may come in many different forms, such as presentation, an open house, a charrette, a panel discussion, a stakeholder meeting, a public hearing, or other City-approved formats.
   iii. The meetings should address a specific agenda to be determined in consultation with the City.
   iv. The March meeting should address the annual Program of Projects and TIP required for FTA.
   v. A presentation, discussion, or activities to facilitate the advertised agenda.
   vi. Data collection, if necessary.
   vii. Opportunities for public comment.
   viii. Informal activities, which may address but are not focused on transit, do not meet the intent of this section unless the Contractor receives prior approval from the City.

b. Document informal activities, such as community fairs or expos, presentations to civic groups, or related public meetings which may address transit issues.

3. Recommend to the Community Development Director activities to improve service and operations efficiency.

4. Recommend to the Community Development Director a three (3) year operations plan. The recommended plan shall include, but may not be limited to, the following:

   a. Description of project operational goals, objectives, and performance measures.

   b. Proposed preventive maintenance planning and scheduling and how the Contractor intends to ensure compliance with FTA regulations thereto.

   c. Staffing levels and staffing issues.

5. Recommend to the Community Development Director a three (3) year financial plan. The recommended plan shall include, but may not be limited to, the following:

   a. Complete financial information showing projected income by each source.

   b. Total revenue from all sources.

   c. Plans to request and use any State Transportation Grant Funds the Contractor receives from the State. The City reserves its right to reject any and all of the proposed expenditures. In addition, the City retains its prerogative to substitute, or offer alternative transit projects for which the funds will be used.

   d. This information shall include, but may not be limited to, projected local match, program income, contract revenue, donations, etc.

6. Recommend to the Community Development Director a three (3) year capital plan with and written justification for the same.

   a. This summary shall include specifics on each proposed capital purchase, including use, estimated cost, year of purchase, and expected life span, and method of finance.

b. A Fleet Management Plan which addresses the following over a five to ten (5-10) year period:

i. Vehicle type in operation and anticipated to be in operation
ii. Vehicle life expectancy
iii. Policies for Peak and Spare vehicles
iv. Strategies for acquisition of new vehicles
v. Policies for maintenance and operations
vi. Composition of the fleet

7. An implementation plan for the proposed activities described in items D, E, and F.

8. Assist, as requested by the Community Development Director, in the preparation of any other planning documents.

M. Turndowns

Contractor shall, on a daily basis, record turndowns of trip requests. This information is to be provided to the Community Development Director by July 10th of each year.

N. Complaints

Except as otherwise provided herein, the Contractor shall respond in writing to all complaints received from passengers or the general public, with a copy of said response forwarded to the Community Development Director. Contractor shall respond to the complaints within five (5) working days. The Community Development Director shall be provided a copy of all complaints, either in a log or with a packet of written responses, by the 10th of the next month.

O. Information

All information about the public transit program shall be submitted to the Community Development Director for review and approval prior to proceeding with the distribution to the general public.

P. Commercial Advertising

All commercial contracts for advertising must be submitted to the Community Development Director for review and approval prior to execution. All revenue generated from the advertising shall be the property of the Contractor.

Q. Personnel

Under the terms of this contract, the Contractor is an independent Contractor and has and retains full control and supervision of the services performed by and full control over the employee compensation and discharge of all employees of the Contractor other than City employees assisting in the performance of its services hereunder. The Contractor is solely responsible for all matters relating to employees, and is responsible for its own acts and acts of its subordinates, employees, and any and all subcontractors, if any, during this contract period. Without any expense to the City, the Contractor shall be responsible for all aspects of employing its personnel, including, but not limited to, employee liability, workers' compensation, employment insurance, social security overtime pay, vacation, sick leave, and any other fringe benefits to full-time and part-time employees of the Contractor.

Contractor shall employ a sufficient number of properly qualified and trained personnel to meet or exceed any State, Federal, or local requirements relating to the operation of the transit system or City-owned equipment used by the Contractor as part of this agreement.

R. Procurement Procedures

Contractor's procurement procedures shall provide for free and open competition. Contractor will comply with Federal Transit Administration (FTA) procurement requirements as detailed in FTA Circular 4220.1F and City Policy dictated by *Appendix 1 to the Procurement, Financial, and Other Policies Manual.*

Contractor procurements are subject to review during the quarterly Procurement Review Team meetings and at FTA-initiated audits. Failure to adhere to the guidelines in FTA C 4220.1F and/or correct deficiencies may, at the sole option of the City, result in the termination of this agreement.

S. Payment of Bills and Claims

Contractor agrees to properly pay as they come due all claims, debts, and other charges which they may incur as a result of this Contract, and shall hold and save the City harmless from any such claims and debt.

T. Renewal

This agreement may be renewed administratively by mutual written agreement of the parties, for a term not exceeding five (5) consecutive years, in one year increments, providing the Contractor has provided the City with satisfactory service, and under such terms and conditions as they may agree upon. In the event that the Contractor desires to extend the agreement, it shall advise the City in

writing at least ninety (90) calendar days prior to the expiration of this agreement. The City shall have ten (10) business days to respond. At the end of the five year term the contract shall automatically expire and the City shall rebid the service in accordance with FTA regulations.

This agreement comprises year two (2) of two (2) of the contract period.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken on July 1, 2019 and completed on or before the 30th day of June 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Million Nine-Hundred Ninety-Four Thousand Nine Hundred Sixty-Six Dollars ($1,994,966) for FY 2020.

This agreement is specifically made subject to the City receiving funding from the United States Department of Transportation, Federal Transit Administration (FTA). In the event that the City fails to receive any of the aforementioned funds or has insufficient local match required for the grants, this Agreement shall be subject to modification or termination as provided by the Terms and Conditions herein.

This agreement is specifically made subject to the Council-approved FY 2020 budget related but not limited to the City's General Fund and the City's 1% #16 Fund. If budget amendments occur that reduce this contract's Compensation for services, found in Section 3, this contract's Scope of Services, found in Section 1, may also be amended by ways of, but not limited to, service reductions, reduced hours, or fixed-route system modifications.

City Financial Obligation using Local funds
The City's financial obligation pursuant to this Agreement shall not exceed the sum of Six Hundred Eight Thousand Dollars ($608,000). Contractor may request reimbursement for eligible costs of these funds through June 30, 2020. These funds shall be disbursed as follows:

- $243,000 from the City's General Fund, administered by the MPO
- $365,000 from the City's 1% #16 Fund, administered by the MPO, for the purpose of operations

Contractor's requests for reimbursement must be filed with the appropriate City administration as described in Section 4 of this Contract.

City Financial Obligation using Federal funds
The City's financial obligation using FTA grant monies pursuant to this Agreement shall not exceed the sum of One Million Twenty-Four Thousand Three Hundred and Twelve Dollars ($1,024,312) during Fiscal Year 2020.

Contractor's Financial Obligation from Contributions
Contractor will only provide City the portion needed to match the amount spent through the federal grant amount for transit operations up to an amount not to exceed Three Hundred Sixty-Two Thousand Six Hundred Fifty-Four Dollars ($362,654) no later than June 30, 2020. Contractor shall provide monthly summaries of expenses incurred broken out by federal grant total, City local match, and other local match to verify accurate match funding is being billed.

City's Total Financial Obligation from Local and Federal funds
It is expressly understood and agreed that in no event shall the amount of Federal and City funding to be paid pursuant to the Agreement exceed One Million Six Hundred Thirty-Two Thousand Three Hundred Twelve Dollars ($1,632,312) for FY 2020.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

By: _____

Printed Name: John E. Jones

Title: Executive Director

CONTRACTOR
Casper Area Transportation Coalition, Inc.
A Wyoming Non-Profit Corporation

By: _____

Printed Name: CAROL CRUMP

Title: VICE PRESIDENT

LOBBYING - CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS:

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, CATC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.,* apply to this certification and disclosure, if any.

Witness:

Casper Area Transportation Coalition, Inc.
A Wyoming Non-Profit Corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Carol J

~~Louis Grunewald~~ CAROL CRUMP
~~President~~ VICE PRESIDENT

Date: 6-10-2019

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. Minimum Scope and limit of Insurance.
Coverage shall be at least as broad as:

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

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

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out

of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

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

D. *Other Insurance Provisions*
The insurance policies are to contain, or be endorsed to contain, the following provisions:

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

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

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

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

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

PROFESSIONAL SERVICES CONTRACT
CITY OF CASPER/CASPER AREA TRANSPORTATION COALITION, INC.
PART III

FEDERAL CONTRACTUAL PROVISIONS

1. Required Clauses

To the extent applicable, Federal requirements extend to third party contractors and their subcontracts and sub agreements at every tier. Accordingly the Contractor will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Contractor will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

2. Contractor Changes

Proposed changes in this Contract shall be submitted to the appropriate Public Body for its approval prior to adoption. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of Casper and FTA as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract

3. Insurance and Indemnification

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

B. *Minimum Scope and limit of Insurance.*
Coverage shall be at least as broad as:

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

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

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

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

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

D. *Other Insurance Provisions*

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

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

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

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

notice to the City shall be provided in a commercially reasonable time.

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

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

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

7. *Claims Made Policies*
   If any of the required policies provide coverage on a claims-made basis:
   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided *for at least ten (10) years after completion of the contract of work.* However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
   c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Dat*e prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *ten (10)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

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

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

4. Audit and Inspection of Records

The Contractor shall permit the authorized representative of the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all relevant data and records of the Contractor relating to its performance, and its subcontracts under this Contract with which Federal funds are used, from the date of this contract through and until the expiration of three (3) years after completion of this contract. The inspection and audit provided in this section does not include an audit of manufacturer's cost and/or profit, with the exception of a single bid or sole source situations.

5. Termination for Convenience

This contract may be terminated by mutual, written agreement by both parties, or if unavoidable circumstances prevent either party from meeting the terms of the contract. Any other termination of this Contract may be considered default.

6. Communications

Communications in connection with this Contract shall be in writing and shall be delivered personally; to be telex or by regular, registered or certified mail addressed to the Officer(s) or employee(s) of the City of Casper and of the Contractor designated to receive any such communications, but shall not be official communications unless confirmed in writing.

7. Immunity/Governmental Claims Act

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

8. Compliance with Regulations

The Contractor shall comply with the regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

9. Nondiscrimination

Section 601 of the Title VI of the Civil Rights Act of 1964, states the following: "No person in the United States shall, on the grounds of race, color, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving the federal financial assistance.

10. Solicitations for Subcontractors, Including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Contractor, for work to be performed under a subcontract, including or procurement of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the Contractor or the Contractor's obligation under this contract and the regulations relative to nondiscrimination on the ground of race, color, or national origin.

11. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with non-discrimination provision of the Contract, the City shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payment to the contractor under the contract until the contractor complies with; and/or,
(b) Cancellation, termination, or suspension of the Contract, in whole or in part.

12. Incorporation of Provisions

The Contractor shall include these provisions in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directive issued pursuant thereto. The Contractor shall take such actions with respect to any subcontract or procurement as the City of the Federal Transit Administration may direct as means of enforcing such provisions

including sanctions for noncompliance; provided however, that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. Subletting of Contract

This contract shall not be sublet except with written consent of the City. No such consent shall be constructed as making the City a party to such subcontractor. No subcontract shall, under any circumstances, relieve the contractor of its liability and obligation under this contract, and all transactions with the City must be through the contractor.

14. Licensing and Permits

The Contractor shall secure appropriate licenses for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the contractor. The Contractor is liable for any and all taxes due as a result of the contract.

15. Equal Opportunity

A. The Contractor will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964, as amended, Executive Order 11375, and the supplemented in Department of Labor Regulations 41 C.F.R. Part 60 and of the rules, regulations, and relevant orders of the Secretary of Labor.

B. In implementing this project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. This provision is not applicable to contracts for standard commercial supplies or raw materials.

16. Conservation

The Contractor shall observe and comply with mandatory standards and policies relating the energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy policy and Conservation Act (42 U.S.C. Section 6321 et.seq.)

17. Environmental Violations

The Contractor agrees to comply with all applicable standards, orders, or requirements issued

under Section 306 of the Clean Air Act (42) U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 C.F.R. Part 15) which prohibits the use under non-exempt Federal Contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. The Contractor shall report violations to FTA and to the USEPA Assistant Administrator of Enforcement (EN0329).

18. Waiver

The failure of the City in any one or more instances to enforce one or more of the terms or conditions of the contract documents or to exercise any of its rights and privileges, or waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges and the same shall continue and remain in force and effect as if no waiver had occurred.

19. Prohibited Interest

No member, officer, or employee, of the City of Casper during his tenure or one year thereafter shall have any interest, direct or indirect, in this agreement of the proceeds thereof.

20. Interest of Contractors

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Contractor further covenants that in the performance of this agreement, no person having such interest shall be employed.

21. Integrity

A. To prevent fraud, waste and abuse in federal transactions, the persons or entities which by events or behavior potentially threaten the integrity of federally administered programs excluded from participation in FTA assisted programs. Contractors are required to certify that they are not debarred, suspended, ineligible or voluntarily excluded from participation in federally assisted transactions.

B. The Contractor hereby certifies with its signature of its submission of Certificate of Debarment and Suspension, that neither it nor any of its subcontractors are debarred, suspended, ineligible, or voluntarily excluded from participation in Federally-assisted projects.

22. Default

Each and every term and condition of this Contract shall be deemed to be a material element of this Contract. In the event either party should fail or refuse to perform according to the terms of this Contract, they may be declared in default hereof.

23. Remedies Upon Default

In the event a party has been declared in default hereof and performance is not possible within the completion time as established herein, such defaulting party shall be allowed a period of five (5) days within which to cure said default, may elect to: (a) Immediately terminate the Contract; (b) Treat the Contract as continuing and require specific performance; and/or (c) Avail himself of any other remedy at law or equity. Termination shall be effective upon mailing, by the terminating party, of written notice of termination to the defaulting party, by registered or certified mail, return receipt requested, if the Contractor defaults or neglects to carry out the work in accordance with this Contract, the Procuring Agency may elect to make good such deficiencies and charge the Contractor thereof.

24. Program Fraud and False or Fraudulent Statements or Related Acts

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

25. No Obligation by the Federal Government

A. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be

subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Contractor agrees to include that above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions and with concurrence by the Federal Government.

26. Access to Records

The Recipient agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the U.S. Secretary of Transportation and Comptroller General of the United States or their duly authorized representatives, access to all third party records as requested to conduct audits and inspections related to any third party contract that has not been awarded on the basis of competitive bidding for a capital or improvement Project, as required by 49 U.S.C. § 5325(a). The Recipient further agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA.

27. Incorporation of FTA Terms

Federal Standards - The Contractor agrees to comply with applicable provisions of FTA Circular 4220.1F, "Third Party Contracting Requirements," as amended or revised by FTA, and with other applicable Federal regulations or requirements. The FTA "Best Practices Procurement Manual" provides additional procurement guidance. Nevertheless, be aware that the FTA "Best Practice Procurement Manual" is focused on procurement processes and may omit certain Federal requirements applicable to the work to be performed.

28. Disputes, Breaches, Defaults, or Other Litigation

The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

A. Notification to FTA - The City of Casper agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the City of Casper seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA before doing so.

B. Federal Interest in Recovery - The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the City of

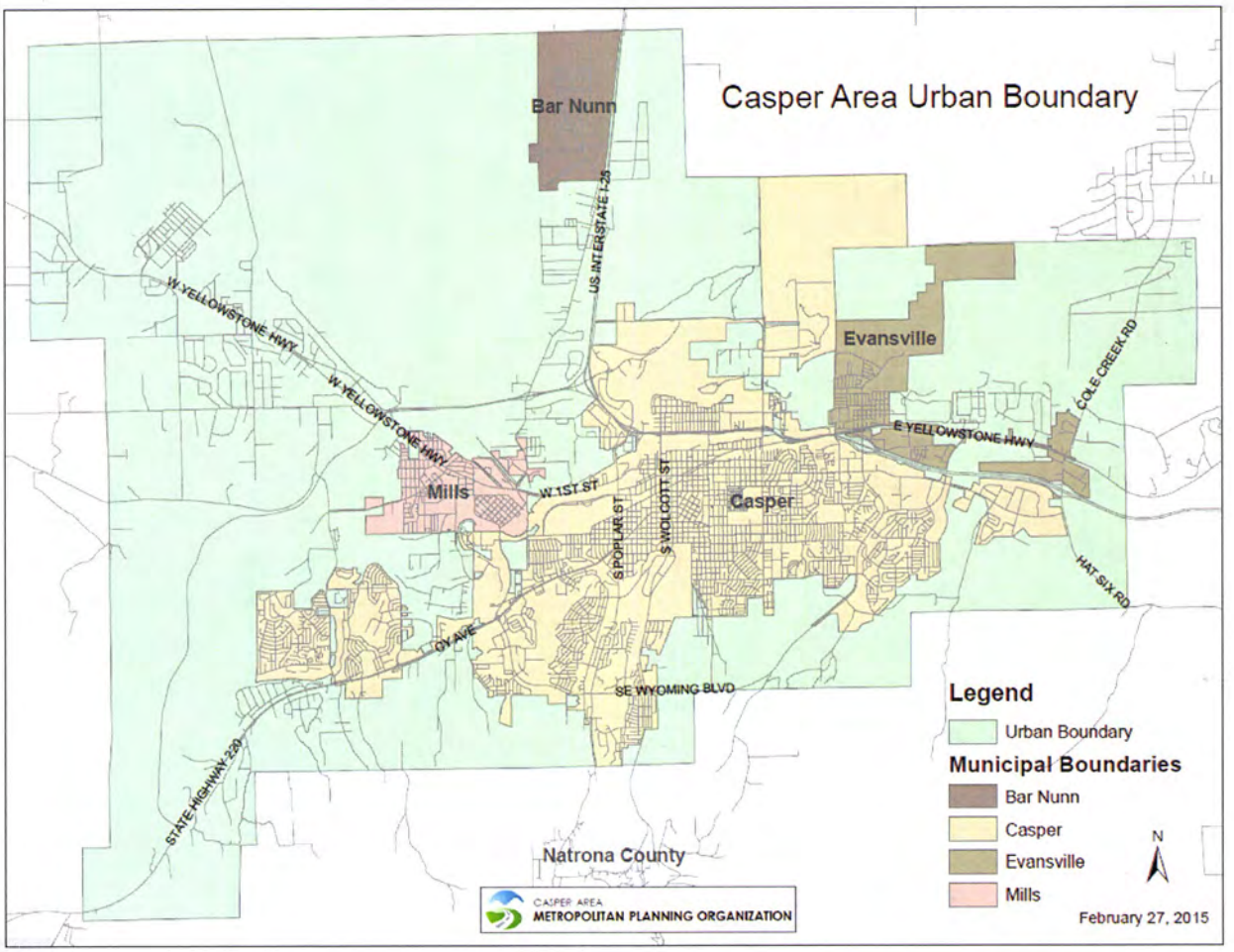
Casper may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.

C. Enforcement - The City of Casper agrees to pursue all legal rights provided within any third party contract.

D. FTA Concurrence - FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the City of Casper.

E. Alternative Dispute Resolution - FTA encourages the City of Casper to use alternative dispute resolution procedures, as may be appropriate.

EXHIBIT A


Casper Area Urban Boundary
Bar Nunn
Evansville
Mills
Casper
Natrona County
US INTERSTATE I-25
W YELLOWSTONE HWY
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S POPLAR ST
S WOLCOTT ST
COLE CREEK RD
HAT SIX RD
DY AVE
SE WYOMING BLVD
STATE HIGHWAY 220
Legend
Urban Boundary
Municipal Boundaries
Bar Nunn
Casper
Evansville
Mills
N
February 27, 2015
CASPER AREA
METROPOLITAN PLANNING ORGANIZATION

RESOLUTION NO.19-101

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CASPER AREA TRANSPORTATION COALITION, INC., (CATC), A WYOMING NON-PROFIT CORPORATION, FOR FISCAL YEAR 2020.

WHEREAS, the City of Casper desires to engage CATC to render certain professional services and provide a demand response transit service and fixed route transit service for the City of Casper and the urbanized area; and,

WHEREAS, CATC has operated a demand response (dial-a-ride) system for the City under similar contractual arrangements since 1982; and,

WHEREAS, CATC has operated a fixed route transit system to serve the City of Casper since April of 2005.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services contract between the City of Casper and Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for Fiscal Year 2019-2020, in an amount not to exceed One Million Nine-Hundred Ninety-Four Thousand Nine Hundred Sixty-Six Dollars ($1,994,966).

BE IT FURTHER RESOLVED: That the contract amount for the City's financial obligation shall not exceed Six Hundred Eight Thousand Dollars ($608,000) with the rest of the funding to come from Federal grants to the City as detailed in the Professional Services Agreement between CATC and the City.

BE IT FURTHER RESOLVED: That the contract amount for CATC's financial obligation shall be for only those funds necessary to match the amount spent through the federal grant up to an amount not to exceed the sum of Three Hundred Sixty-Two Thousand Six Hundred Fifty-Four Dollars ($362,654).

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

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

APPROVED AS TO FORM:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

June 5, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director
Aaron Kloke, MPO Supervisor
Pam Jones, MPO Administrative Technician

SUBJECT: Authorize a Lease with Casper Area Transportation Coalition, Inc., a Wyoming Non-Profit Corporation, for Two Buildings, Parking Area and Adjacent Land at 1715 East 4th Street, in an Amount of Twenty-Five Dollars ($25), Commencing July 1, 2019 through June 30, 2020

Meeting Type & Date:
Regular Council Meeting, June 18, 2019

Action type:
Resolution

Recommendation:
That Council, by resolution, approve the lease of two buildings, parking area, and adjacent land located at 1715 East 4th Street, to Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for Fiscal Year 2020, at an annual rent of Twenty-Five Dollars ($25).

Summary:
Casper Area Transportation Coalition, Inc., (CATC), desires to continue leasing two buildings, and an adjoining parking area, for a term of one year. The property shall be used for administrative offices, bus storage, and maintenance, in conjunction with the operation of the transportation system for the elderly, disabled, and general public for the Casper urbanized area.

Financial Considerations:
Funding for this Lease comes from a Federal Grant (FTA Section 5307), and contributions from other agencies, municipalities, and private groups paid to CATC and remitted to the City.

Oversight/Project Responsibility:
Aaron Kloke, MPO Supervisor
Pam Jones, MPO Administrative Technician

Attachments:
Casper Area Transportation Coalition Building Lease Agreement
Resolution

LEASE AGREEMENT

THIS AGREEMENT is entered into this 18th day of June, 2019, by and between the City of Casper, Wyoming ("Lessor"), a municipal corporation, 200 North David, Casper, Wyoming, 82601, and the Casper Area Transportation Coalition, Inc. ("Lessee"), a Wyoming non-profit corporation, 1715 East 4th Street, Casper, Wyoming, 82601.

WITNESSETH:

For and in consideration of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. DESCRIPTION OF PROPERTY.

Lessor does hereby agree to lease to the Lessee upon the terms and conditions stated herein the following real property, together with all improvements thereon:

> The two buildings, adjacent parking area, and adjoining land located at 1715 East 4th Street, Casper, Wyoming, all as shown on Exhibit A, which is attached hereto and made part of this Agreement.

2. TERM OF LEASE.

A. The term of this Lease shall be for a period of one (1) year, commencing on the 1st day of July, 2019, and shall remain in force and effect to and including 30th day of June, 2020, unless terminated or extended according to the provisions of this agreement.

B. If Lessor does not agree in writing to extend the lease, it shall expire upon its own term at the end of the lease term. Rental for such renewal period, may, at the option of the Lessor, be increased.

C. Lessor shall conduct an inspection of the premises prior to any lease renewal (see Exhibit B). This inspection shall denote any repairs which must be made to bring the building or other property to the same or better condition than it is currently in by Lessee prior to any lease renewal being approved by the Lessor.

D. In the event Lessee does not extend the term of this lease as provided, and holds over beyond the expiration of the term hereof, such holding over shall be deemed a month-to-month tenancy at the same rental, payable on the first day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

E. This Lease is subject to continued agreements between the Lessor and Lessee for the operation of the Lessor's transit program as referenced in the "Professional Services

F. Contract for Transportation Service" dated June 19, 2018. In the event that the professional services contract is terminated, this Lease shall also be terminated.

G. This Lease is subject to and hereby incorporates by reference the terms and conditions of grants awarded by the Federal Transit Administration (FTA) as specified by the FTA Master Agreement dated October 1, 2012.

H. In the event that sufficient funding from FTA becomes unavailable for any reason as determined by the Lessor, this Lease shall be terminated.

3. RENT.

Lessee agrees to pay as total rental for the premises the amount of Twenty-Five Dollars ($25) per year.

4. USE OF THE PREMISES.

A. The property must be operated to serve the best interest and welfare of the Lessor and the public. Lessee shall use the premises for the sole and only purpose of administrative offices, vehicle storage, and maintenance in conjunction with Lessee's operation of a transportation system for the elderly, disabled, and general public of Casper and the urbanized areas consisting of Mills, Evansville, Bar Nunn, and parts of Natrona County. Lessee agrees to comply with all laws, ordinances, rules, and regulations of any governmental authority, which are applicable to the conduct of Lessee's business. Lessee shall keep the property free and clear of all liens and encumbrances.

B. Lessee shall not commit, or allow to be committed, any waste on the premises. Lessee shall not maintain, commit, or permit to be maintained or committed any nuisance on the premises.

5. PROPERTY CONDITION AND REPAIRS

A. Lessee has inspected the property and accepts it "as is." The property must be maintained to a high level of cleanliness, safety, and soundness under maintenance procedures listed below.

B. Lessee shall acquire the services of a custodian or janitor for regular cleaning of the property.

C. Lessor shall maintain the grounds of the property.

D. Lessee shall make all repairs and maintenance, including but not limited to the roof, heating, air conditioning and mechanical systems, electrical systems, plumbing, etc., to the property at Lessee's cost. Lessee shall maintain the property in at least the same condition it is currently in. No alterations, modifications or additions to the premises may be made without written permission of Lessor.

6. CONDEMNATION.

A. If the leased premises or any portion thereof as will make the leased premises unsuitable for the purposes of the Lessee is condemned or taken under right of eminent domain by any legally constituted authority, then in either of such events, this lease shall cease on the date when possession is taken by the condemner and rent shall be due to the Lessor until said date.

B. Such termination shall be without prejudice to the rights of either Lessor or Lessee to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither Lessor nor Lessee shall have any rights in or to any award made to the other by the condemning authority.

7. TERMINATION.

Lessee may terminate this Lease Agreement; provided, however, that Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date. Lessor may terminate, without declaring a default, by also providing written notice to Lessee thirty (30) days before intended termination or next rental due date. This termination ability is in addition to that which is provided for in Section 6 above.

8. INSURANCE AND INDEMNIFICATION.

A. Lessee shall indemnify Lessor and save Lessor harmless from any and all claims, actions, damages, liability, and expense in connections with the loss of life, personal injury, and/or damage to property occurring in or about, or arising from or out of the premises, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors customers, or employees.

B. Lessee agrees to keep the demised premises insured with commercial general liability and commercial property insurance with the following coverages and limits:

Commercial General Liability	
Personal Injury and Advertising Injury	$ 500,000
Per Occurrence Limit	$ 500,000
Fire/explosion/water damage limit	$ 500,000
Medical Expense Limit (Any one Person)	$ 10,000
Commercial Property	
Maximum Deductible per Occurrence	$ 1,000
Building replacement Cost	
1701 East 4th Street - Frame 1,098 square feet	$ 164,700
1715 East 4th Street - joisted masonry, 8,641 square feet	$ 345,640
Sign	$ 5,000

C. Lessee shall furthermore provide that it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor. Lessee shall provide Lessor with proof of insurance evidencing such insurance as outlined above immediately after execution of this agreement and prior to use of the property. Such proof of insurance shall provide a thirty (30) day advance written notice to Lessor of cancellation, reduction of coverage, or non-renewal. In addition, the Lessee shall provide the Lessor with copies of proof of coverage and/or policy endorsements. The Lessor's failure to request or review such proof of coverage shall not affect the Lessor's rights or the Lessee's obligation hereunder.

D. Lessee further agrees to hold the Lessor harmless and defend the Lessor in any and all suits, claims, demands, or actions arising from or relating to the use of the property by Lessee.

9. PERSONAL PROPERTY AND RISK OF LESSEE.

Personal property on the premises shall be at the risk of the Lessee. Lessor shall not be liable for any damage to any personal property at any time in the premises not due to Lessor's negligence which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the premises or from pipes or plumbing works of the same, or from any other place.

10. DEFAULT.

Any of the following events shall constitute a default of this lease:

A. The Lessee's failure to pay any rent to Lessor when the same is due and payable under the terms of this lease.

B. Lessee's failure to perform any other duty or obligations imposed upon it by this lease, and such default having continued for a period of ten (10) days after written notice thereof has been given by Lessor.

C. The filing of a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or the making of an assignment for the benefit of creditors by Lessee.

D. The sale of the interest of Lessee in the premises under execution or other legal process.

E. In the event of any such default of Lessee, Lessor may at any time thereafter, with or without notice or demand, and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such default, whether created by statute or case law, and without terminating this lease, re-enter the premises and take possession of the same, and all equipment and fixtures therein, and at any time re-let the premises or any part thereof for the account of Lessee, for

such terms upon such conditions and at such rental as Lessor may deem proper. In such event, Lessor may receive and collect rent from such re-letting and apply it against any amount due from Lessee hereunder, including, without limitation, such expenses as Lessor may have incurred in recovering possession of the premises, placing the same in good order and condition, and all other expenses, commissions, and charges, including attorney's fees, which Lessor may have paid or incurred in connection with said repossession and re-letting. Lessor may execute any lease made pursuant hereto in Lessor's name or in the name of Lessee, as Lessor may see fit, and Lessee shall have no right to any rent collected thereunder. Whether or not the premises are re-let, Lessee shall pay Lessor all amounts required to be paid by Lessee to the date of Lessor's re-entry, and, thereafter, Lessee shall pay Lessor, until the end of the term hereof, the amount of all rent and other charges required to be paid by Lessee hereunder, less the proceeds of such re-letting during the term hereof, if any, after payment of Lessor's expenses as provided above. Such payment by Lessee shall be done at such times as are provided elsewhere in this lease, and Lessor need not wait until the termination of this lease to recover these sums.

F. Lessor shall not, by any re-entry or other act, be deemed to have terminated this lease or the liability of Lessee for the total rent reserved hereunder unless Lessor shall give Lessee written notice of Lessor's election to terminate this lease.

G. Lessor shall have the right to cancel and terminate this lease upon default by giving written notice to Lessee, and upon such termination, Lessor shall have the right to re-enter the premises and take possession of the same and all equipment and fixtures therein. In such event, Lessor shall thereupon be entitled to recover from Lessee the greater of the rent and other charges required to be paid by Lessee hereunder for the balance of the term hereof (if the lease had not been so terminated), or the then reasonable rental value of the premises for the same period.

H. Lessor shall not be deemed in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligations within ten (10) days after written notice by Lessee to Lessor, specifying wherein Lessor has failed to perform such obligations; that if the nature of the Lessor's obligation is such that more than ten (10) days are required for its performance, then Lessor shall not be deemed to be in default if it shall commence such performance within such ten (10) day period.

11. LIEN ON PERSONAL PROPERTY AND ABANDONED PROPERTY.

A. All goods, chattels, fixtures, and other personal property belonging to Lessee which are in or are put into the premises during said term shall at all times be bound with a lien in favor of Lessor and shall be chargeable for all rent hereunder and the fulfillment of all other covenants and agreements herein.

B. Should Lessee vacate or abandon the premises and leave any goods or chattels in,

upon, or about the premises for a period of more than ten (10) days after such vacation or abandonment or after termination of this lease in any manner whatsoever, then Lessor shall have the right to sell, after ten (10) days written notice to Lessee, all or any part of the property at public or private sale and apply the proceeds of such sale first to the payment of all costs and expenses of conducting the same and caring for or storing the goods and chattels and, second, to apply to the balance, if any, of any indebtedness due from Lessee to Lessor.

12. ENVIRONMENTAL COMPLIANCE.

A. Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001 et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property, in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

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

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

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

D. Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

1. All foreseeable and unforeseeable consequential damages;

2. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,

3. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

E. Provided, however, that the indemnification provided for herein to Lessor shall be limited to conditions which arose on the leased property subsequent to Lessee's possession of same. It is not the intent of Lessor to hold Lessee responsible for circumstances arising before Lessee first occupied or assumed possession of the property herein leased. Further, Lessee does not agree to indemnify Lessor for conditions arising on the leased property which are caused by Lessor.

13. ASSIGNMENT, MORTGAGE, OR SUBLEASES.

Lessee shall not assign, sell, mortgage, pledge, transfer or encumber this lease or sublet the premises in whole or in part or permit the premises to be used or occupied by others without the prior consent in writing of Lessor.

14. NUISANCE.

The Lessee shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State and municipal government, and of any and all of their departments and bureaus applicable to said premises.

15. IMMUNITY/GOVERNMENTAL CLAIMS ACT.

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

16. LESSOR'S RESERVED RIGHTS.

Lessor reserves the right to make repairs and improvements, structural or otherwise, in or to the premises as Lessor deems desirable or necessary, so long as said improvements do not interfere with the operation of the conduct of business by the Lessee.

17. GROUNDS MAINTENANCE.

Lessor shall maintain the turf areas. The Lessor shall maintain the irrigation system on the premises, and Lessee shall be liable to the Lessor for damages caused to the leased premises by its operations or failure to properly maintain premises.

18. TAXES.

Lessee shall pay any real estate taxes due on the property when these taxes are due. Lessee shall annually show Lessor the receipt of payment of any real estate taxes as soon as the taxes are paid.

19. UTILITIES.

Lessee shall be responsible for all charges for gas, water, sewer, electricity, light, heat, power, garbage, cable television, telephone, internet or other communication service used, and any other utility service, rendered, or supplied upon or in connection with the leased premises and shall indemnify the Lessor against any liability or damages on such account.

20. NOTICE.

Any notice or demand required by the provisions of this lease to be given to either of the parties shall be deemed to have been given adequately if sent by United States certified or registered mail to the following addresses:

Lessor: City of Casper
200 North David Street
Casper, WY 82601

Lessee: Casper Area Transportation Coalition, Inc. (CATC)
1715 East 4th
Casper, WY 82601

21. NON-SMOKING PREMISES.

The property shall remain non-smoking premises. Casper Municipal Code Chapter 8.16 shall be in effect and enforceable for the buildings on the premises, which shall be considered to be a public place where smoking is prohibited.

22. SIGNS ON PROPERTY.

Lessee shall receive written approval from the City Manager or his designee, prior to placing any signs upon the property. Lessee shall coordinate with the City Manager or his designee regarding the design of any signs prior to requesting such approval.

23. INSPECTION.

Lessor and the Federal Transit Administration (FTA) shall have the right to enter and inspect the premises at all reasonable times. These inspections shall be for the purpose of confirming the existence, condition, and the proper maintenance of the buses and Lessor-owned facilities.

24. INDEMNIFICATION.

A. This agreement is made upon the expressed condition that the Lessor shall be free from all liabilities and claims for damages and/or lawsuits for, or by reason of, any injury or injuries, to any person or property of any kind whatsoever, from any cause or causes whatsoever, while in or upon the premises or any part thereof, or occasioned by any occupancy or use of said premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor. Lessee agrees that it will protect, indemnify, and hold harmless the Lessor from all injuries, liabilities, costs, losses, expenses, suits, claims, and damages however occurring. Lessee further agrees to defend the Lessor, in any actions filed in court which arise from said injuries, liabilities, costs, losses, expenses, claims, and damages in the event the Lessor is named as a defendant in said court action.

B. The Lessee shall further indemnify Lessor against all expense, liabilities and claims of any kind including reasonable attorney fees by or on behalf of any person or entity arising out of either: 1) a failure of the Lessee to perform any of the terms and conditions of this lease; 2) any injury or damage happening on or about the demised premises; 3) failure to comply with any and all law and any governmental authority; or, 4) any mechanics lien or security interest filed against the demised premise or material or alteration of said property.

25. MISCELLANEOUS.

A. This agreement shall be binding on and shall inure to the benefit of the parties

hereto, their heirs, executors, and assigns.

B. Time is of the essence in all provisions of this lease.

C. The failure of Lessor to insist upon strict performance of any of the covenants, agreements, or obligations of this lease shall not be deemed a waiver of any subsequent breach or default of any of the covenants, agreements, or obligations of this lease.

D. Authorized representatives of Lessor may have access to the demised premises at all reasonable hours for the purpose of servicing the utilities that are presently situated on the leased premises. The Lessor further reserves the right to add or place additional utilities in the leased premises at any time.

E. Lessee shall keep the property clear of all nuisances such as weeds, litter, garbage, junk or any other materials that would make said site unsightly and a nuisance to the Lessor.

F. In the event it becomes necessary for Lessor to file suit for the enforcement of any of the terms herein, the Lessor shall be entitled to collect from the Lessee all attorneys' fees and costs. The parties agree that jurisdiction over any disputes to this agreement shall lie in Natrona County, Wyoming.

G. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party, except to the extent incorporated in this agreement. All verbal agreements and understandings have been fully set forth herein. No modifications to this agreement may be made unless they are made in writing and signed by both parties.

H. The undersigned warrant they have authority to execute this agreement on behalf of Lessor and Lessee.

I. Lessee shall not, in any connection with the premises, discriminate against any person in any manner because of race, color, religion, sex, national origin, or disability.

EXECUTED this day and year first above written at Casper, Wyoming.

APPROVED AS TO FORM

Walter Trembath III

LESSOR:
CITY OF CASPER, WYOMING
A Wyoming municipal corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS:

By: _____

Printed Name: John E. Jones

LESSEE:

Louis Grunewald, President

[Type here]

EXHIBIT A
PROPERTY MAP

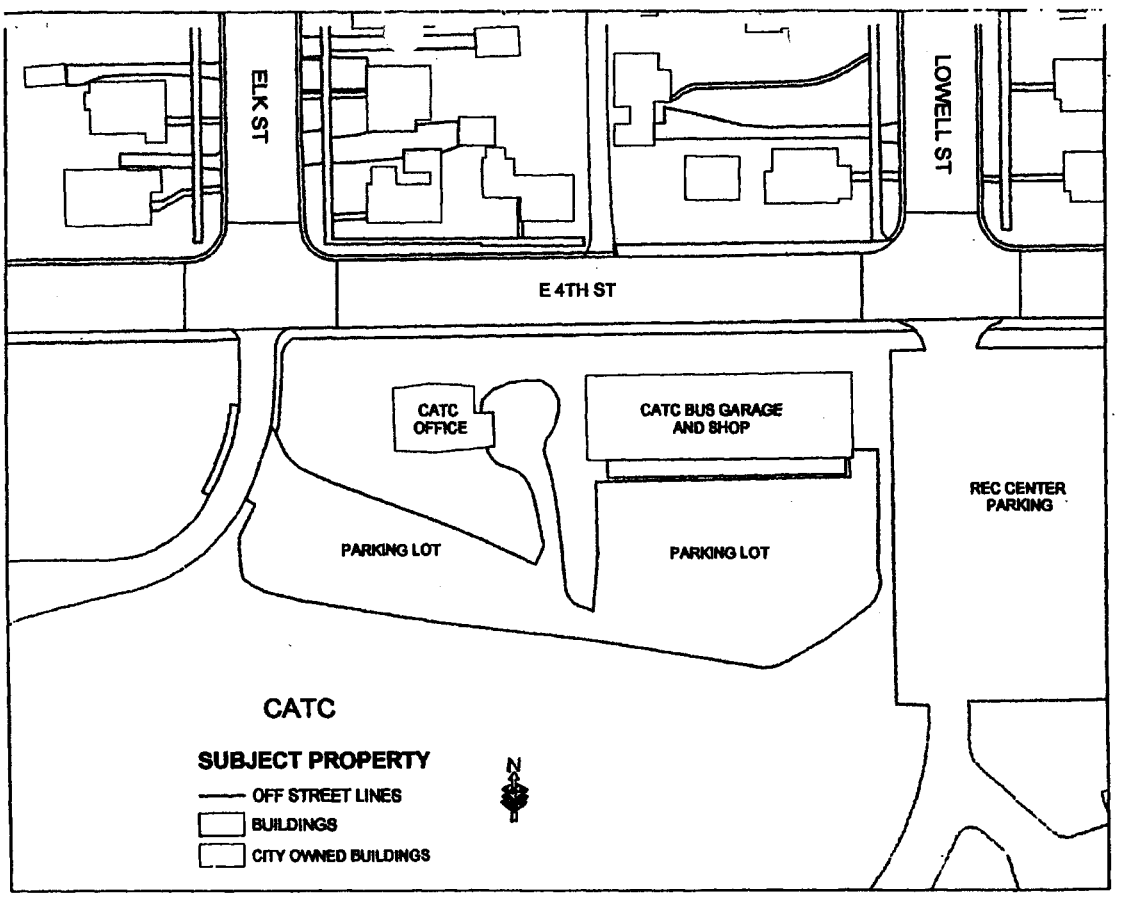


EXHIBIT B

INSPECTION FORM

[Type here]

BUILDING LEASE: CATC

INSPECTION LEGEND: 0 - N/A 1 - GOOD 2 - FAIR 3 - BAD 4 - REPLACE MONTH INSPECTED:

LOCATION: LESSEE SHALL BE RESPONSIBLE FOR ALL CUSTODIAL SERVICE, AND MINOR MAINTENANCE OF THE BUILDING, INCLUDING BUT NOT LIMITED TO:	EXTERIOR RESPONSIBILITY																						INTERIOR RESPONSIBILITY																	COMMENTS:
	MOWING & TRIMMING	FERTILIZING & WATERING	TREE & SHRUBS ABOVE 8' HIGH (REQUESTED)	TREE & SHRUBS UP TO 8' HIGH	FENCES	GATES	PARKING LOTS LIGHTS (WHEN REPORTED)	LIGHTING UP TO 8' HIGH	LIGHTING ABOVE 8' HIGH	SPRINKLERS REPAIR	SPRINKLERS WINTERIZATION	LOCKS ON CITY MASTER SYSTEM PRIMES	GROUND HAZARDS	CONCRETE SURFACES REPORTED	SNOW REMOVAL OF ALL SURFACES	CLEANING OF ALL WINDOWS	ELECTRICAL	SUPPLIES & MATERIALS	PARKING LOT AREAS (ASPHALT)				ALL CUSTODIAL SERVICE	MINOR MAINTENANCE OF BUILDING	ALL FLOOR CARE	PAINTING	LIGHTING	CLEANING OF ALL WINDOWS	PLUMBING	HVAC CONTRACT	ELEVATOR CONTRACT	FURNITURE AND REPAIR	ELECTRICAL	SUPPLIES & MATERIALS					
INSPECTION LEGEND																																								
LESSEE																																								
(CITY) LESSOR																																								

LEASE ADMINISTRATOR SIGNATURE: Liz Becher

DATE: _____

LESSEE: SIGNATURE: _____

DATE: _____

[Type here]

RESOLUTION NO. 19-102

A RESOLUTION AUTHORIZING A LEASE TO THE CASPER AREA TRANSPORTATION COALITION, INC., A WYOMING NON-PROFIT CORPORATION, FOR TWO BUILDINGS, THE PARKING AREA, AND ADJACENT LAND AT 1715 EAST 4TH STREET.

WHEREAS, the City of Casper, Wyoming, is the owner of the two buildings, the parking area, and adjacent land located at 1715 East 4th Street.

WHEREAS, the Casper Area Transportation Coalition (CATC) has requested to lease said property under the terms and conditions set forth in the Lease Agreement; and,

WHEREAS, the term of the Lease Agreement shall be for one (1) year commencing on July 1, 2019, to and including June 30, 2020, for an annual lease fee of Twenty-Five Dollars ($25) for two buildings payable to the Lessor at 200 North David Street, Casper, Wyoming; and,

WHEREAS, the property shall be used for administrative offices, bus storage, and maintenance, in conjunction with the Lessee's operation of a public transportation system in the Casper Urbanized Area, consisting of Mills, Evansville, Bar Nunn, and parts of Natrona County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease with the Casper Area Transportation Coalition, Inc. (CATC), a Wyoming Non-Profit Corporation for two buildings, parking area, and adjacent land, located at 1715 East 4th Street, Casper, Wyoming, as more specifically delineated in the lease agreement.

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

APPROVED AS TO FORM:

Wallace Trumbull

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

June 5, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director
Aaron Kloke, MPO Supervisor
Pam Jones, MPO Administrative Technician

SUBJECT: Authorize a Lease for the Use of Certain City-Owned Vehicles to Casper Area Transportation Coalition, Inc., A Wyoming Non-Profit Corporation, for the Transportation of the Elderly, Disabled, and General Public, for an annual fee of Twenty-Five Dollars ($25.00) Commencing July 1, 2019 through June 30, 2020

Meeting Type & Date:
Regular Council Meeting, June 18, 2019

Action type:
Resolution

Recommendation:
That Council, by resolution, approve a lease agreement for twenty-one (21) lift-equipped transit vans/buses with Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for the transportation of the elderly, disabled, and general public for Fiscal Year 2020.

Summary:
Casper Area Transportation Coalition, Inc., (CATC), desires to continue leasing twenty-one (21) City-owned vehicles. These vehicles were purchased with funding from the Federal Transit Administration (FTA) and are owned by the City. Twelve (12) of these vehicles (including the two small support vehicles) are used to provide demand/response transit service to the elderly and disabled within the urbanized area, consisting of the City of Casper, Mills, Evansville, Bar Nunn, and parts of Natrona County. The other nine (9) vehicles are used to provide fixed route transit service to the general public within the City of Casper. The towns of Mills and Evansville own their own fixed route buses for services they provide in their communities and that connect to the Casper fixed route system. The City of Casper vehicles are leased to CATC for an annual fee of Twenty-Five Dollars ($25.00) per year for all vehicles.

The lease provides that CATC shall maintain the vehicles in good and safe condition throughout the term of the lease, which terminates at the same time as CATC's Professional Services Contract to operate the transit system. The Board of Directors of CATC has reviewed and approved the lease.

Financial Considerations:
Funding for this Lease comes from a Federal Grant (FTA Section 5307), City of Casper General Fund, and contributions from other agencies, municipalities, and private groups paid to CATC and remitted to the City.

Oversight/Project Responsibility:
Aaron Kloke, MPO Supervisor
Pam Jones, MPO Administrative Technician

Attachments:
Casper Area Transportation Coalition Vehicle Lease Agreement
Resolution

LEASE AGREEMENT

THIS LEASE is entered into this 18th day of June, 2019 between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "Lessor," and Casper Area Transportation Coalition, Inc., a Wyoming non-profit corporation, 1715 East 4th Street, Casper, Wyoming 82601, hereinafter referred to as "Lessee."

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

1. LEASED PREMISES.

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to take from Lessor, for the term hereinafter provided, and any renewals thereof, property described in "Exhibit A" ("Vehicle Inventory") which is attached hereto and hereby made part of this lease by this reference.

2. LEASE TERM.

A. The term of this Lease shall be for a period of one (1) year commencing on the 1st day of July, 2019, to and including the 30th day of June, 2020.

B. This Lease is subject to continued agreements between the Lessor and Lessee for the operation of the Lessor's transit program as referenced in the "Professional Services Contract for Transportation Service" dated June 18, 2019. In the event that the professional services contract is terminated, this Lease shall terminate automatically.

C. This Lease is subject to and hereby incorporates by reference the terms and conditions of grants awarded by the Federal Transit Administration (FTA) as specified by the FTA Master Agreement dated October 1, 2012.

D. In the event that sufficient funding from FTA becomes unavailable for any reason as determined by the Lessor, this Lease shall be terminated automatically.

3. RENT.

Lessee shall pay to Lessor as rent for the lease of the twenty-one (21) lift-equipped transit vans/buses, the amount of Twenty-Five Dollars ($25.00) per year, to be paid in one (1) installment on or before the 1st of July of each year, to the Finance Department, located at 200 North David Street, Casper, Wyoming.

4. PURPOSE.

A. The property must be operated to serve the best interest and welfare of the Lessor and the public. Lessee shall use the vehicles in conjunction with Lessee's operation of a demand responsive (Dial-a-ride) and fixed route transportation system for the elderly, disabled, and general public of Casper and the urbanized areas consisting of Mills, Evansville, Bar Nunn, and parts of Natrona County (all together, hereinafter referred to as the transit program).

B. Lessee agrees to abide by all terms, conditions, and regulations imposed by the State of Wyoming and the Federal Transit Administration (FTA) relating to the transit program.

5. INSURANCE.

A. Lessee agrees to keep the twenty-one (21) lift-equipped transit vans/buses insured with automobile liability and collision and comprehensive physical damage insurance with the following coverage and limits:

Automobile Liability	
Per occurrence limit	$500,000
Auto medical Payments	$ 5,000
Uninsured Motorists	$500,000

Physical Damage

Comprehensive and collision coverage actual cash value or cost of repair whichever is less, minus $1,000 comprehensive and $1,000 collision deductible for each auto.

Lessee shall furthermore provide that it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor. Lessee shall provide Lessor with a copy of said proof of coverage before placing any of these vehicles in service. Such certificates shall provide thirty (30) days advance written notice to the Lessor of cancelation, material change, reduction of coverage, or non-renewal. Lessee further agrees to hold the Lessor harmless and indemnify the Lessor in and against any and all law suits, claims, demands, or actions arising from or relating to the use of the vehicles listed in this lease.

6. SUBLEASE.

The vehicles set forth in "Exhibit A" shall not be subleased or assigned by Lessee without prior written consent of the Lessor first being obtained.

7. TERMINATION.

Upon default of any of the terms and conditions contained herein by Lessee, Lessor may at its discretion immediately terminate this lease, and Lessee shall surrender possession of the vehicles in as good a condition as when they were accepted from Lessor, excepting normal wear and tear.

8. MAINTENANCE AND CONDITION.

A. The property must be maintained to a high level of cleanliness, safety, and soundness under maintenance procedures defined below:

Throughout the term of this lease, the Lessee shall maintain the vehicles in a good and safe condition. Lessor reserves the right to approve any requests for proposals for maintenance of said vehicles which may be published by Lessee, and/or to approve any contracts for maintenance of said vehicles by Lessee. Lessor also reserves the right to assume maintenance of said vehicles at the City Central Service Center, or to contract with the private sector for maintenance of said vehicles at any time during the lease term. In the event Lessor elects to assume, or contract the maintenance of said vehicles, at the option of the Lessor, this section of the lease may be renegotiated by the parties. Lessee further agrees that it will not alter the vehicles without obtaining prior written authorization from the Lessor. In the event Lessee makes any alterations to the vehicles pursuant to written authorization from Lessor, the same shall become and remain the property of Lessor. The Lessor reserves the right to perform periodic inspections for the purpose of confirming proper maintenance pursuant to this lease. Failure of the Lessor to exercise its right to inspection in no way relieves the Lessee of its obligations imposed by this section.

B. Additional maintenance responsibilities of the Lessee are attached hereto as "Exhibit B," and are hereby made a part of this lease. "Exhibit B" consists of the following documents:

1) "City of Casper Transit Bus Maintenance Plan, dated 1/15/18," (3 pages);
2) "Appendix A", "City of Casper Transit Bus Roster," (1 page);
3) "Appendix B", "Vehicle Inspection," (1 page), and
4) "Appendix C", "Lift Inspection Checklist," (1 page).

9. RETIRING VEHICLES.

Prior to retiring any vehicles, the Lessee will meet with the Lessor to review the general condition of vehicles to be retired and returned to the Lessor. This meeting will coincide with the Lessee's Board of Directors meeting. The Lessee will inform the Lessor of the general condition of the vehicles to be retired. No vehicle repairs shall be made unless approved by the Lessor. Lessee will ensure that the general, on-going maintenance of the retiring vehicles are continued until their return to Lessor.

10. LEASE RENEWAL.

Lessee has the option to renew the lease for an additional term under terms and conditions mutually agreeable to the parties, provided, however, that the Lessee shall give written notice of its election to exercise said option at least ninety (90) days prior to the end of the lease term. Notwithstanding this option, however, the Lessor shall have the right within thirty (30) days after receiving said notice, to give written notice to Lessee that it rejects said renewal, in which case this lease shall expire upon its own terms at the end of the lease term. If no notice to renew is received from Lessee prior to the ninety (90) day period, this lease shall expire upon its own terms.

11. LICENSE FEES AND TAXES.

Lessee agrees that it shall pay to any governmental entity, on behalf of Lessor, any and all taxes, assessments, or license fees which may be assessed against the vehicles or required for the use of the property by any governmental agency upon reasonable notice by Lessor or any other governmental entity as to the amount due and owing.

12. WAIVER.

The waiver of any breach in any of the terms and conditions of this lease shall be limited to the act or acts constituting such default and shall never be construed as being a continuing or permanent waiver in any such term or conditions, all of which shall be and remain in full force as to future acts or happenings notwithstanding such individual waiver or any default thereof.

13. IMMUNITY/GOVERNMENTAL CLAIMS ACT.

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

14. COMMERCIAL ADVERTISING ON VEHICLES.

All commercial contracts for advertising on the vehicles set forth in "Exhibit A" shall be submitted to the Community Development Director for review and approval, prior to execution. All revenue from the advertising shall be considered transit program income.

15. MISCELLANEOUS COVENANTS.

A. Lessee will allow no liens to be placed upon the leased vehicles.

B. Lessor shall have access to the lease property at all reasonable times for the purpose of inspection and repair.

C. Lessee shall comply with all local, state, and federal laws and regulations.

D. Lessee agrees that it has examined the leased vehicles set forth in Section 1 and "Exhibit A", and accepts the same in their present condition.

E. This lease shall be construed, interpreted and enforced pursuant to Wyoming law, and any litigation regarding this lease shall be brought in a court of competent jurisdiction located in Natrona County, Wyoming.

F. Lessee shall perform daily safety inspections of vehicles prior to beginning day's service. Vehicles that fail to meet the safety inspection standards shall not be placed in service until the safety deficiency is corrected.

G. The Lessee shall immediately notify the Community Development Director of any vehicle accident involving said leased vehicles.

H. Lessor and the Federal Transit Administration (FTA) shall have the right to enter and inspect the premises at all reasonable times. These inspections shall be for the purpose of confirming the existence, condition, and the proper maintenance of the buses.

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

APPROVED AS TO FORM:

Walter Trombetta II

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS:

By: _____

Printed Name: John E. Jones

LESSEE:

Louis Grunewald, President
CAROL CRUMP, VICE PRESIDENT

EXHIBIT A

VEHICLE INVENTORY

CASPER AREA TRANSPORTATION COALTION, INC
The Bus
VEHICLE INVENTORY
March-19

VEHICLE #	Year	Description	Grant #	VIN #	**Purchased Date Yr Manufactured**	Purchased Price	Federal Percentage	Condition	**Scheduled Disposition Date**	**Current Odometer**	LOCATION IN CASPER	VESTED TITLE	FTA Regulation for Disposition 10 years
230075	2012	30 Passenger Freightliner Champion	JARC 5316	1FVACWDU8DHFE5448	12/31/2012	ARRA $120,889.00	$96,711.20	Fair	**2022**	174,728	1715 E 4TH ST	City of Casper	4 years
230076	2012	30 Passenger Freightliner Champion	WY-90-0050	1FVACWDUXDHFE5449	12/31/2012	$120,889.00	$96,711.20	Fair	**2022**	189,458	1715 E 4TH ST	City of Casper	4 years
230077	2013	Ford E450 Starcraft Allstar wc equip	WYDOT	1FDEFE4FSXDDA93230	8/19/2013	$67,144.00	$57,072.00	Fair	**2023**	165,749	1715 E 4TH ST	Town of Evansville	5 years
230078	2013	Ford E450 Starcraft Allstar wc equip	WYDOT	1FDEFE4FSXDDA93292	8/19/2013	$67,144.00	$57,072.00	Fair	**2023**	188,597	1715 E 4TH ST	Town of Mills	5 years
230080	2015	Ford 550 Super Duty wc equip	FTA	1FDAF5GT4FEC39607	4/2/2015	$105,490.00	$84,392.00	Good	**2025**	131,605	1715 E 4TH ST	City of Casper	7 years
230085	2016	Ford F550 wc equip	WYDOT 5339	1FDGF5GT0GEC33086	11/4/2016	$114,979.00	$91,983.00	Excellent	**2026**	61,732	1715 E 4TH ST	City of Casper	8 years
230086	2016	Ford F550 wc equip	WYDOT 5339	1FDGF5GT4GEC05856	11/4/2016	$114,979.00	$91,983.00	Excellent	**2026**	81,342	1715 E 4TH ST	City of Casper	8 years
230088	2018	Ford F550 w/c equip Startrans	WYDOT 5339	1FDAF56T6HEE66462	4/2/2018	$114,979.00	$91,983.00	Excellent	**2028**	20,935	1715 E 4TH ST	City/WYDOT	10 years
230089	2018	Ford F550 w/c equip Startrans	WYDOT 5339	1FDAF5GT3HEE37159	4/2/2018	$114,979.00	$91,983.00	Excellent	**2028**	29,268	1715 E 4TH ST	City/WYDOT	10 years

CATC
VEHICLE INVENTORY
March-19

VEHICLE #	Year of Manufacture Description	Grant # 5307	VIN #	Purchased Date	Purchased Price	Federal Percentage	Condition	Disposition Date	Current Odometer	Location in Casper	FTA Regulation for Retirement 10 years	Vested Title
230041	2001 6 passenger Ford Van wc lift equip	WY-90-X028	1FTSE34L81HB50151	12/30/2001	$42,899.00	$39,572.80	Fair	**2010**	60,037	1715 E 4th St	n/a	City of Casper
230065	*2009 12 passenger Ford El Dorado wc lift equip*	WY-90-X044	1FDEE35S19DA90604	11/30/2009	$54,975.00	$43,980.00	*Retiring 12/18*	**2018**	230,277	1715 E 4th St	0	City of Casper
	#65 ElDorado EBC Inc.- AeroTech Retiring 3-8-19											
230066	*2009 12 passenger Ford El Dorado wc lift equip RETIRED 2-4-19*	WY-90-X044	1FDEE35S39DA90605	11/30/2009	$54,975.00	$43,980.00	*Retiring 2-19*	**2018**	222,500	1715 E 4th St	0	City of Casper
	#66 ElDorado EBC Inc.- AeroTech											
230067	2009 12 passenger E350 Ford El Dorado wc lift equip	WY-90-X044	1FDEE35S59DA90606	11/30/2009	$54,975.00	$43,980.00	Fair	**2019**	245,603	1715 E 4th St	1	City of Casper
	#67 Elkhart Coach - EC II scheduled to retire October 2019											
230069	2010 12 passenger Ford Turtletop wc lift equip	WY-96-X002	1FDEE33FSXADA12972	12/31/2009	$50,654.00	$50,654.00	Fair	**2019**	232,044	1715 E 4th St	1	City of Casper
	#69 Elkhart Coach - EC II scheduled to retire October 2019				ARRA							
230072	2010 7 passenger Dodge Amen-Van wc lift	WY-96-X002	2D4RN4DE0AR184713	2/16/2010	$36,985.00	$36,985.00	Excellent	**2020**	47,929	1715 E 4th St	4	City of Casper
support vehicle	#72 DTD Dodge-Caravan				ARRA							
	WC Lift Equipped #73 GCC-Goshen Coach-Hybrid				ARRA							
230074	2012 16 passenger Ford E450 Elkhart	WY-90-0050	1FDFE4FS0CDB30462	12/28/2012	$70,938.00	$56,750.40	Excellent	**2022**	158,775	1715 E 4th St	4	City of Casper
	WC Lift Equipped #74 Elkhart Coach EC II	WYDOT										
230079	2014 E-350 Ford Elkhart 13 pass wc equip	5310-13-FTA-76	1FDEE3FL0EDA18262	2/14/2014	$53,290.00	$42,632.00	Fair	**2024**	147,192	1715 E 4TH ST	6	City of Casper
	Lift Model #NL917IB3751-2 Serial #D A 00151 #79 Elkhart Coach-EC II											WYDOT
230081	2016 Ford E-350	5310-13-FTA-76	1FDEE3FL5GDC07119	10/12/2015	$53,341.00	$45,340.00	Excellent	**2026**	94,596	1715 E 4TH ST	8	City of Casper
												WYDOT
230082	2016 Chevrolet G4500 Elkhart 18 Passenger wc equip	FTA 5307	1GB6GUBL7G1128056	1/15/2016	$84,187.00	$75,559.00	Excellent	**2026**	77,824	1715 E 4TH ST	8	City of Casper
230083	2016 Chevrolet G4500 Elkhart 16 Passenger wc equip	FTA 5307	1GB6GUBL7G1126594	1/15/2016	$83,646.00	$71,099.00	Excellent	**2026**	91,627	1715 E 4TH ST	8	City of Casper
230084	2016 Chevrolet G4500 Elkhart 16 Passenger wv equip	FTA 5339	1GB6CUBL2G1316741	1/15/2016	$83,646.00	$71,099.00	Excellent	**2026**	56,491	1715 E 4TH ST	8	City of Casper
230087	2017 Ford E450 WorldTrans 16 Passenger wc lift equipped	FTA 5339	1FDFE4FS6HDC72080	12/8/2017	$70,000.00	$56,000.00	Excellent	**2027**	34,680	1715 E 4TH ST	9	City of Casper
												WYDOT
230090	2018 Ford E450 wc equip World Trans	WYDOT 5339	1FDFE4FS1KDC09265	12/28/2018	$70,852.00	$56,682.00	Excellent	**2028**	3,796	1715 E 4TH S	10	City of Casper
												WYDOT
230091	2018 Ford E450 wc equip World Trans	WYDOT 5339	1FDFE4FS3KDC09266	12/28/2018	$70,852.00	$56,682.00	Excellent	**2028**	4,369	1715 E 4TH S	10	City of Casper
												WYDOT

EXHIBIT B

MAINTENANCE RESPONSIBILITIES

City of Casper Transit Bus Maintenance Plan

Proper maintenance of the City of Casper transit bus fleet is paramount to the safety of citizens who utilize the service, the bus drivers, and those that share the roadways with transit buses. Properly planned maintenance is key to keeping a fleet in top operating condition. A good maintenance plan, when adhered to by all parties, will increase safety, reduce down time, better serve the community. This plan is designed to ensure the City's transit fleet is capable of delivering effective, efficient, reliable service to transit customers while meeting the City's 7-10 year replacement schedule without safety concerns or excessive repair costs.

Casper's transit bus fleet is owned by the City of Casper and maintained by the City of Casper Fleet Maintenance Division. Operation of the transportation services provided by the City's fleet of transit buses is contracted to a third party, hereafter referred to as "Contractor." This plan will cover the inspection, maintenance, and repair of buses. The procurement and retirement of transit buses are not covered within this plan. The Contractor is responsible for daily inspections and for cleaning the interior and exterior of City of Casper transit buses. Transit buses may utilize available City facilities for cleaning buses.

See Appendix A for a current fleet roster. This roster is updated as vehicles are added and retired from the transit fleet.

Daily Maintenance Checks

Daily maintenance checks must be completed by the Contractor's drivers. The Contractor may utilize any form to document daily maintenance checks provided the forms can be retained and shared as required. Daily maintenance checks must at the beginning and end of every shift. The minimum standard of checks shall include: lighting and signal function, tire wear, tire inflation, safety belts, engine oil level, coolant level, transmission fluid level, power steering fluid level, serpentine belts, hoses, fluid leaks, gauges, brakes, door operators, climate control systems, chair lifts and ramps, mirrors, horn, body damage and glass. Items found during the daily maintenance check must be documented and items in need of repair shall be submitted to the City of Casper Fleet Maintenance Division for scheduling. Items that require immediate action should result in a phone call to either the fleet supervisor at 307-235-8226 or the fleet manager at 307-235-8410.

Preventive Maintenance

Preventative maintenance is broken into two distinct types of service. The first is an A-level, or basic engine service with an inspection. The other is a C-level, or complete vehicle service with a complete diagnostic inspection. The service intervals are established for gasoline engine and diesel engine based on City of Casper best management practices.

	Gasoline Engine	Diesel Engine	
A-level	6000 miles	300 hours	6 months
C-level	24000 miles	1200 hours	annually

These service intervals are checked against all manufacturer recommendations to ensure the compliance with all maintenance and warranty guidelines. A 10% variance is allowed on all services. For example, a diesel A-level is permitted within a window between 270 and 330 hours. The unit should not be serviced prior to the window and will be categorized as a late service after the window. All services performed beyond the established intervals will result in written notification to the Contractor.

A vehicle inspection is done during every service, including a wheel chair lift inspection. Refer to the Accessible Features Maintenance Program for additional details on lift maintenance requirements. Copies of the inspection forms utilized by Fleet Maintenance mechanics are included as Appendices B and C at the end of this document. Any defect found during an inspection that would adversely affect the safe operation of the vehicle is to be repaired prior to the release for service. Defects not affecting safe vehicle operation will normally be repaired prior to the vehicle being released for service. However, buses requiring parts not in stock, outside vendor services not available, or excessive repair time, may be rescheduled and released for service at the discretion of the Fleet Maintenance Supervisor.

Tires

Currently, the City of Casper Fleet Maintenance Division does not purchase, install, or repair bus tires. However, the City of Casper is exploring alternatives for tire procurement, installation, and repair in the future. The procurement of transit fleet tires shall comply with FTA rules, and tire installation and maintenance, if not done in-house, shall be accomplished via outsourcing to local, qualified tire shops.

Repairs

All repair work will be coordinated through the City of Casper Fleet Maintenance Division. Most repair work will be completed in house at the City of Casper Central Services Facility located at 1800 East K Street.

Non-emergency repairs that can be scheduled shall be submitted by the Contractor to the City of Casper Fleet Supervisor via email for scheduling. Buses will be scheduled for repair at the earliest possible opportunity. Breakdowns and urgent repairs should result in a phone call to

either the Fleet Supervisor at 307-235-8226 or Fleet Manager at 307-235-8410 for immediate action.

All warranty repair work and other outsourced work will be scheduled through Fleet Maintenance to insure all records are complete, correct, and up to date. Fleet will contact the appropriate dealership or specialty shop and arrange an appointment. Contractor personnel may be requested to deliver buses to appointments. All invoices for repair work will be sent to Fleet Maintenance for payment. *The contractor shall not pay invoices related to bus maintenance or repair except as described for body damage below.*

Contractor may coordinate body repairs that are the result of a vehicle collision through insurance. Body damage must be performed by qualified auto body shops. Copies of body shop repair orders and invoices must be provided to the City of Casper Fleet Maintenance Division to ensure appropriate recordkeeping.

Parts

Parts will be stocked at the City of Casper Fleet Maintenance Facility for all normal wear and routine service items. All other parts will be procured at the time of need. Consideration of the need for the bus and/or the repair will be accounted for in shipping decisions. Local vendors may be contacted first to ensure the fastest possible turn around. Buses may have down time due to parts not in inventory.

Oils and Fluids

All bus manufacturer recommended fluids and oils will be checked to ensure the City's stocked bulk items meet or exceed the manufacturer requirements.. Fleet Maintenance utilizes full synthetic oils for all engines, transmissions, and axles to increase the life of components and extend service intervals. This includes chassis grease and extended life antifreeze coolant.

Fluids are sampled and records kept on an as needed basis or to determine if a component has failed.

Maintenance Records

Complete maintenance records are stored at the Casper Service Center. The mileage or hours each service was performed, the type of service, and the date are all tracked. Every work order is maintained in the City's server and printed for the Contractor's records.

At the end of every calendar month, copies of all work orders and outsourced invoices will be provided to the Contractor for their records.

Appendix A
City of Casper Transit Bus Roster

Unit Number	Year	Make & Model	Designation CATC/The Bus	VIN	Purchase Price	Gas or Diesel
230041	2001	Ford E350	CATC	1FTSE34L81HB50151	$ 42,899.00	Gas
230063	2008	Ford E450	CATC	1FD4E45S38DB23408	$ 64,385.00	Gas
230065	2009	Ford E350	CATC	1FDEE35S19DA90604	$ 56,620.00	Gas
230066	2009	Ford E350	CATC	1FDEE35S39DA90605	$ 56,620.00	Gas
230067	2009	Ford E350	CATC	1FDEE35S59DA90606	$ 56,620.00	Gas
230069	2010	Ford E350	CATC	1FDEE3FSXADA12972	$ 50,654.00	Gas
230070	2009	Chevrolet CC5U042	The Bus	1GBJ5U1G99F413077	$ 128,415.00	Gas
230072	2010	Dodge/Eldorado Grand Caravan	CATC	2D4RN4DEOAR184713	$ 36,985.00	Gas
230073	2010	Ford E450 SD	CATC	1FDFE4FL3ADA21080	$ 111,498.00	Gas
230074	2013	Ford E450	CATC	1FDFE4FS0CDB30462	$ 70,938.00	Gas
230075	2013	Freightliner	The Bus	1FVACWDU8DFE5448	$ 120,899.00	Diesel
230076	2013	Freightliner	The Bus	1FVACWDUXDHFE5449	$ 120,899.00	Diesel
230077	2013	Ford E450	The Bus	1FDFE4FSXDDA93230	$ 67,114.00	Gas
230078	2013	Ford E450	The Bus	1FDFE4FSXDDA93292	$ 67,114.00	Gas
230079	2014	Ford/Elkhart E350	CATC	1FDEE3FLOEDA18262	$ 53,290.00	Gas
230080	2015	Ford/Eldorado F550	The Bus	1FDAF5GT4FEC39607	$ 105,490.00	Diesel
230081	2016	Ford E350	CATC	1FDEE3FL5GDC07119	$ 53,341.00	Gas
230082	2016	Chevrolet G4500	CATC	1GB6GUBL0G1128056	$ 84,187.00	Diesel
230083	2016	Chevrolet G4500	CATC	1GB6GUBL7G1126594	$ 84,646.00	Diesel
230084	2017	Chevrolet 5554	CATC	1GB6GUBL2G1316741	$ 87,283.00	Diesel
230085	2016	Ford/Forest River F550	The Bus	1FDGF5GT4GEC05856	$ 114,979.00	Diesel
230086	2016	Ford/Forest River F550	The Bus	1FDGF5GT0GEC33086	$ 114,979.00	Diesel
230087	2017	Ford/World Trans E450	CATC	1FDFE4FS6HDC72080	$ 70,000.00	Gas

Vehicle Inspection

Support Services
Fleet Maintenance
Division

Unit number: **Miles/Hours:** **Date:** **Mechanic:**

								NOTES/RECOMMENDATIONS
			VISABILITY					
			Windshield	CRACKED	PITTED	BULLSEYE		
			Wiper Blades	L	R	REAR		
			Mirrors					
			LIGHTS					
			Headlights	L	R	LO	HI	
			Park/Tail Lights	LF	RF	LR	RR	
			Brake Lights	L	R	CENTER		
			Backup Lights	L	R			
			Turn Signals	LF	RF	LR	RR	
			Side Markers	LF	RF	LR	RR	
			License Plate Lights					
			WARNING SYSTEMS					
			Horn					
			Emergency Flashers	LF	RF	LR	RR	
			LUBRICANT/FLUIDS					
			Engine Oil	LEVEL	COND	LEAKS		
			Transmission Fluid	LEVEL	COND	LEAKS		
			Power Steering Fluid	LEVEL	COND	LEAKS		
			Brake Fluid	LEVEL	COND	LEAKS		
			Clutch Fluid	LEVEL	COND	LEAKS		
			Washer Fluid	LEVEL	COND	LEAKS		
			Engine Coolant	LEVEL	COND	LEAKS		ANTIFREEZE PROTECTION RESULTS
			BATTERY					
			Carrier/Hold-Down	MISSING	LOOSE	CORRODED		
			Cables/Terminals	MISSING	LOOSE	CORRODED		
			Charge Indicator	GREEN	DARK	CLEAR/YELLOW		BATTERY TEST RESULTS
			BELTS					
			Serpentine	WORN	IDLER	TENSIONER		
			Alternator	WORN	LOOSE	PULLEY		
			Air Conditioning	WORN	LOOSE	PULLEY		
			Power Steering	WORN	LOOSE	PULLEY		
			Water Pump	WORN	LOOSE	LEAKS		
			Air Pump	WORN	LOOSE	PULLEY		
			HOSES					
			Radiator	UPPER	LOWER	LEAKS		
			Heater	INLET	OUTLET	LEAKS		
			Bypass/Other		COND	LEAKS		
			Power Steering	LO-PRESS	HI-PRESS	LEAKS		
			Transmission Cooler	INLET	OUTLET	LEAKS		
			Vacuum		COND	LEAKS		
			Fuel (Underhood Only)		COND	LEAKS		
			OTHER UNDERHOOD					
			Air Filter	DIRTY	MISSING			
			Radiator Cooliing Fan(s)	MECHANICAL	ELECTRIC			
			TIRES					
			Pressure (psi) LF	RF	LR	RR	SP	
			Tread (x/32) LF	RF	LR	RR	SP	

EVALUATION KEY: =Satisfactory =Needs Service Soon =Needs Service Now

Inspection date_____ Bus Number _____ Number of Cycles _____

Model Number _____ Serial Number _____

Lift Inspection Checklist

(Completed at all Level Inspections)

Vehicle Accessibility Equipment

In order to maintain service availability to persons with disabilities, the following procedures are followed:

1. Pre-trip cycling of wheelchair lifts and inspection of securement stations at bus pull out.
2. Vehicles experiencing equipment failures are removed from service and repaired as soon as possible.
3. Replacement of wheelchair lifts occurs when the unit cannot be repaired.
4. Equipment maintenance and inspection is incorporated into preventive maintenance inspection procedures.

____ 1. Check General appearance
____ 2. Ensure that all lift mountings & supports are in proper working order and free from damage.
_____ 3. Ensure that all mounting bolts are appropriate grade & sufficiently tight.
_____ 4. Ensure all travel frame pins are installed properly, free from damage & locked into position with proper fasteners.
_____ 5. Ensure platform operates properly during lift "up/down" functions without obstructions.
_____ 6. Ensure all welds on traveling frame are in proper order.

_____ 7. Ensure that inner rollstop functions properly during "up/down" operations without obstructions.
_____ 8. Ensure that inner rollstop deploys fully as the platform stops at the proper vehicle floor level.
_____ 9. Ensure that rollstop operates properly on contact with the ground.
_____ 10. Ensure that rollstop opens, closes, and locks properly without obstruction.
_____ 11. Ensure that the hydraulic fluid level is maintained at the required "Full Level".
_____ 12. Inspect the hydraulic hoses, valves and seals for leaks.
_____ 13. Ensure that hydraulic hoses and lines are not damaged.
_____ 14. Lubricate as per Manufactures' recommendation.
_____ 15. Check occupant restraining belt and wheelchair tie down system for proper operation and condition. Replace if necessary.

RESOLUTION NO.19-103

A RESOLUTION AUTHORIZING A LEASE FOR THE USE OF CERTAIN CITY-OWNED VEHICLES TO THE CASPER AREA TRANSPORTATION COALITION, INC., A WYOMING NON-PROFIT CORPORATION, FOR THE TRANSPORTATION OF THE ELDERLY, DISABLED, AND GENERAL PUBLIC FOR FISCAL YEAR 2020.

WHEREAS, the City currently leases transit vans/buses to the Casper Area Transportation Coalition (CATC) for transportation of the elderly, disabled, and general public; and,

WHEREAS, in leasing the vans/buses to CATC, CATC will be responsible for all operating costs which include, but are not limited to, the following: (1) provide qualified drivers and support staff; (2) all maintenance and repair, gas, oil, lubricants, etc.; and, (3) provide the necessary reports as required by the City; and,

WHEREAS, the term of the lease shall be for one (1) year, commencing on July 1, 2019, to and including June 30, 2020, for an annual lease fee of Twenty-Five Dollars ($25) for all vehicles.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Lease Agreement with the Casper Area Transportation Coalition, Inc. (CATC), a Wyoming Non-Profit Corporation for use of City-owned vehicles, as more specifically delineated in the Lease Agreement.

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

APPROVED AS TO FORM:

Wallace Trembath III

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

June 14, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Resolution Initiating the Annexation of 14.5-Acres, More or Less, Described as the Green Valley Mobile Home Park

Meeting Type & Date:
Regular Council Meeting, June 18, 2019.

Action Type:
Resolution.

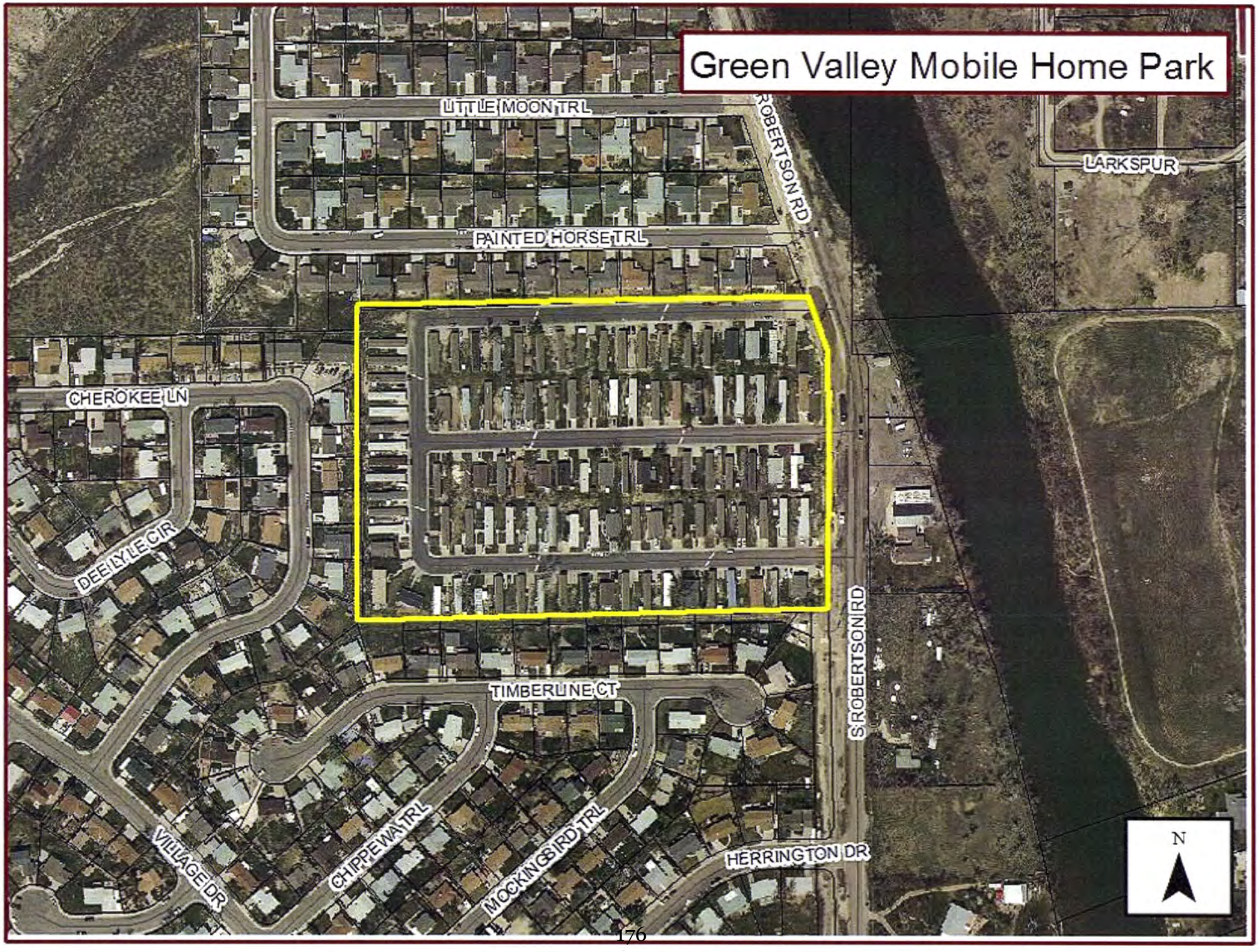
Recommendation:
That Council, by resolution, authorize staff to initiate the annexation of the Green Valley Mobile Home Park, located at 2760 South Robertson Road.

Summary:
In April of this year, staff held a work session to discuss the potential annexation of the Green Valley Mobile Home Park, located at 2760 South Robertson Road. The Council directed staff to move forward at that meeting, and staff has been working with a local surveying company to obtain the necessary legal description of the 14.5-acre parcel. The annexation of the area can begin upon the Council's formal direction, via resolution, to initiate the process. The next step, following approval of this resolution, will be to notify the property owner(s) of the City's intent to annex the property, and then schedule review/approval of the annexation, by ordinance.

Financial Considerations:
Not Applicable.

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

Attachments:
Resolution
Vicinity Map


Green Valley Mobile Home Park
LITTLE MOON TRL
ROBERTSON RD
LARKSPUR
PAINTED HORSE TRL
CHEROKEE LN
DEE LYLE CIR
TIMBERLINE CT
S ROBERTSON RD
VILLAGE DR
CHIPPEWA TRL
MOCKINGBIRD TRL
HERRINGTON DR
N

RESOLUTION NO.19-104

A RESOLUTION INITIATING THE ANNEXATION OF 14.5-ACRES, MORE OR LESS, DESCRIBED AS THE GREEN VALLEY MOBILE HOME PARK, LOCATED AT 2760 SOUTH ROBERTSON ROAD

WHEREAS, the City of Casper ("City") provides water, sanitary sewer and emergency services ("City Services") to the Green Valley Mobile Home Park, located at 2760 South Robertson Road ("Outside Property); and,

WHEREAS, the Outside Property is surrounded on all sides by properties currently located within the corporate limits of the City; and,

WHEREAS, it is a substantial benefit to Outside Property Owners and their successors in interest ("Outside Property Owners") to receive City Services; and,

WHEREAS, annexation of the Outside Property will ensure that those who are receiving City services are contributing financially to the cost of providing those services; and,

WHEREAS, City Council wishes to initiate the annexation of the Green Valley Mobile Home Park, pursuant to Section 16.36.010 of the Casper Municipal Code, and in accordance with Wyoming State Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That City staff shall initiate the annexation of the Green Valley Mobile Home Park, located at 2760 South Robertson Road, pursuant to State and local law.

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Charles Powell
Mayor

June 13, 2019

MEMO TO: J. Carter Napier, City Manager 77 for J. Carter Napier

FROM: Andrew Beamer, P.E., Public Services Director

SUBJECT: Authorizing Amendment No. 1 to the Cooperative Agreement with the Wyoming Department of Transportation for the Interstate 25 & Casper Marginal Beautification Project, No. 18-044

Meeting Type & Date
Regular Council Meeting
June 18, 2019

Action Type
Resolution

Recommendation:
That Council, by resolution, authorize Amendment No. 1 to the Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for construction activities for the Interstate 25 & Casper Marginal Beautification Project, No. 18-044.

Summary:
The City of Casper entered into a Cooperative Agreement with the Wyoming Department of Transportation in August 2018 for enhancements at the Interstate 25 & Casper Marginal. That funding agreement identified $473,633 in federal funds available for the project. WYDOT has since determined that there is only a maximum of $400,000 in federal funds available to the project.

Amendment No. 1 reflects this reduction in funding, and after taking into consideration WYDOT's overhead and construction administration fees, decreases the available construction dollars from $400,000 to $342,317. The City of Casper's obligation will remain unchanged at $36,967. While the exact enhancements are unknown at this time, they will likely involve the installation of decorative lighting and street trees, and possibly the extension of the Rails to Trails pathway from Walsh Drive to Curtis Street.

Financial Considerations
The City's funding for this project is from One Cent #13 funds previously allocated to Pathway Improvements.

Oversight/Project Responsibility
Andrew Beamer, Public Services Director

Attachments
Resolution
Amendment No. 1

AMENDMENT ONE
TO THE COOPRATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CASPER

Federal Project NHPPI-E 185.35 I254165
Interstate 25, Casper Marginal
Natrona County

1. **Parties.** This Amendment is made and entered into by and between 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 Amendment.** This Amendment shall constitute the first amendment to the Agreement between WYDOT and the City. The purpose of this Amendment is to: a) amend Section 4(A) of the original Agreement; and b) replace Exhibit B with Exhibit B-1.

   The original Agreement, dated September 10, 2018, required the City to match project costs for construction of landscaping, lighting and/or pathway enhancements in the City of Casper for a total Agreement amount of five hundred ten thousand six hundred dollars ($510,600.00).

3. **Term of the Amendment.** This Amendment shall commence on the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

   A. Section 4(A) of the original Agreement is hereby amended to add a third sentence, which reads as follows:

      "Any costs exceeding the four hundred thousand dollars ($400,000.00) maximum federal funds authorized by WYDOT for this project shall be borne by the City."

   B. As of the Effective Date of this Amendment, Exhibit B, Project Costs, which was attached to the original Agreement, is superseded and replaced by Exhibit B-1. Revised Project Costs, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to Exhibit B in the original Agreement, and in any amendments thereto, are amended to read: "Exhibit B-1".

5. **Amended Responsibilities of the City.**

Responsibilities of the City have not changed.

6. **Amended Responsibilities of WYDOT.**

Responsibilities of WYDOT have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the WYDOT and the City, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment 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 Amendment. Delivery by the City of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the WYDOT.

8. **General Provisions.**

A. **Entirety of Agreement.** The original Agreement, consisting of eleven (11) pages; Exhibit A, Location Map, consisting of one (1) page; Exhibit B, Project Costs, consisting of one (1) page; the Letter of Concurrence; this Amendment One, consisting of three (3) pages; and Exhibit B-1, Revised Project Costs, consisting of one (1) page represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

WYOMING DEPARTMENT OF TRANSPORTATION:

Shelby G. Carlson, P.E, Chief Engineer — Date

CITY OF CASPER, WYOMING:

Charles Powell, Mayor — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Alys Goldman #192657 — 5/2/19

Alysia Goldman, Assistant Attorney General — Date
State of Wyoming

Date Amendment prepared: 4-30-19

EXHIBIT B-1

Federal Project NHPPI-E 185.35 I254165
Interstate 25, Casper Marginal
Natrona County

Revised Project Costs
April 30, 2019

Costs were prepared by WYDOT.

Item		Cost	
Estimated Construction Costs	=	~~$400,000.00~~ 342,317.00	
Preliminary Engineering	=	40,000.00 34,232.00	
Construction Engineering	=	20,000.00 17,115.00	
Total Direct Costs	=	~~$460,000.00~~ 393,664.00	[1]
Indirect Cost Allocation Plan (ICAP) (460,000.00) (0.1100)	= 43,303.00	~~50,600.00~~	[2]
Total Project Costs = [1] + [2]	= 436,967.00	~~$510,600.00~~	[3]

Funding Breakdown:

WYDOT's Maximum Federal Aid Participation	=	$400,000.00	[4]
City's Total Match = [3] - [4]	= 36,967.00	~~110,600.00~~	[5]
Total Project Costs = [4] + [5]	=	~~$510,600.00~~ +436,967.00	

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 *Amendment No. 1 to the Cooperative Agreement, I25 Casper Beautification*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: May 24, 2019.

Wallace Trembath III
Deputy City Attorney

RESOLUTION NO.19-105

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE COOPERATIVE AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION AND CITY OF CASPER FOR CONSTRUCTION ACTIVITIES RELATED TO THE INTERSTATE 25 & CASPER MARGINAL BEAUTIFICATION PROJECT.

WHEREAS, the City of Casper entered into a Cooperative Agreement with the Wyoming Department of Transportation for construction services associated with the Interstate 25 & Casper Marginal Beautification Project No. 18-044, Federal Project NHPPI-E 185.35 I254165; and,

WHEREAS, the amount of federal funds available to the project have been reduced from Four Hundred Seventy-Three Thousand Six Hundred Thirty-Three Dollars ($473,633.00) to Four Hundred Thousand Dollars ($400,000); and,

WHEREAS, the City of Casper's match portion will remain unchanged at Thirty-Six Thousand Nine Hundred Sixty-Seven Dollars ($36,967.00).

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, Amendment No. 1 to the Cooperative Agreement between the Wyoming Department of Transportation and the City of Casper, for providing construction services related for the Interstate 25 & Casper Marginal Beautification Project, in the amount of Thirty-Six Thousand Nine Hundred Sixty-Seven Dollars ($36,967.00).

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 Thirty-Six Thousand Nine Hundred Sixty-Seven Dollars ($36,967.00).

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Charles Powell
Mayor

May 28, 2019

MEMO TO: J. Carter Napier, City Manager 77 for J.C.N.

FROM: Andrew B. Beamer, P.E., Public Services Director AB
Bruce Martin, Public Utilities Manager
Alex Sveda, P.E., City Engineer

SUBJECT: Authorization of Amendment No. 1 for a Time Extension only to the Grant Agreement with the Wyoming Water Development Commission for the East Casper Zone III Water System Improvements, Project No. 13-38

Action Type:
Regular Council Meeting
June 18, 2019

Recommendation:
That Council, by resolution, authorize Amendment No. 1 for a time extension only with the Wyoming Water Development Commission (WWDC) for the East Casper Zone III Water System Improvements Project No. 13-38.

Summary:
The improvements for the East Casper Zone III Water System included construction of a pump station, water storage tank, and approximately 23,700 linear feet of 16-inch water transmission mains. The pump station and water transmission main were completed in 2018. Amendment No. 1 with the WWDC is necessary to revise the original reversion date of July 1, 2019 to July 1, 2020 due to work required to repair the coating for the recently installed water storage tank.

Civil Engineering Professionals, Inc. (CEPI), is currently under contract to provide design and construction administration services for the project. CEPI, Wyoming Water Development Commission (WWDC) and City of Casper staff have reviewed Amendment No. 1 and recommend authorization.

Financial Considerations:
None

Oversight/Project Responsibility:
Alex Sveda, Associate Engineer

Attachments:
Resolution
Amendment No. 1 to the WWDC Agreement

AMENDMENT ONE TO PROJECT AGREEMENT
CASPER ZONE 3 IMPROVEMENTS PROJECT

1. Parties. This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION [COMMISSION], whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and CITY OF CASPER, Natrona County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR], whose address is: CITY OF CASPER, 200 N. David, Casper, 82601.

2. Purpose of Amendment. This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2014 Wyo. Sess. Laws, Ch. 100, modifying the PROJECT to the extend reversion date.

The original Project Agreement, dated July 2, 2014, for the design and construction of a transmission pipeline, pumping facilities, storage tank; and appurtenances necessary to make the PROJECT function in the manner intended.

3. Term of the Amendment. This Amendment shall commence upon the date the last required signature is affixed hereto [Effective Date], and shall remain in full force and effect through the term of this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.

4. Amendments.

A. Reversion of Unexpended Funds. The reversion date for unexpended funds as set forth in Section 4.R. of the original Project Agreement is hereby amended to read as follows:

> 4.R. The SPONSOR agrees that it will complete the PROJECT and that it shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2020 and shall have settled all claims and paid all PROJECT expenses by that date. No funds will be paid by the COMMISSION after the reversion date specified and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

B. Engineering Contract Changes. The list of conditions as described in Section 4.E. of the original Project Agreement is hereby amended to read as follows:

> 4.E. As conditions for disbursing funds to the SPONSOR, the SPONSOR shall:
>
> (1) Provide to the COMMISSION for prior examination of and concurrence with all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the contract documents.
>
> (2) Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and project award.
>
> (3) Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%) and ninety percent (90%) levels of completion of the PROJECT plans.

(4) Comply with all applicable State statutes regarding contractor retainage accounts.

(5) Cause the SPONSOR'S ENGINEER to provide to the COMMISSION a summary of bids received.

(6) Communicate to the COMMISSION all information on all aspects of the PROJECT and require that the SPONSOR'S ENGINEER submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.

(7) Provide to the COMMISSION for review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect and monitor construction of the PROJECT. Said examination shall include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.

(8) Prior to incurring any cost increases to the PROJECT, the SPONSOR shall submit all proposed cost increases to the COMMISSION for review and written concurrence. The SPONSOR shall execute an amendment or change order for all changes to the engineer's or contractor's contract.

5. <u>Special Provisions</u>.

A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. Counterparts. This Amendment 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 Amendment. Delivery by the SPONSOR of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the COMMISSION.

6. <u>General Provisions</u>.

A. Entirety of Agreement. The original Project Agreement, consisting of eight (8) pages; and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

WYOMING WATER DEVELOPMENT COMMISSION

Chair — Date: 5-17-19

Secretary — Date: 5/17/19

CITY OF CASPER

Charles Powell, Mayor — Date

J. Carter Napier, City Manager — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner, Assistant Attorney General #190162 — Date: 5-2-19

APPROVAL AS TO FORM

I have reviewed the attached *Amendment One to Project Agreement Casper Zone 3 Improvements Project,* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: April 23, 2019.

Wallace Trembath III
Deputy City Attorney

RESOLUTION NO.19-106

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE WYOMING WATER DEVELOPMENT COMMISSION GRANT FOR THE EAST CASPER ZONE III WATER SYSTEM IMPROVEMENTS PROJECT NO. 13-38.

WHEREAS, the City of Casper desires to authorize Amendment No. 1 to the Wyoming Water Development Commission Grant Agreement for the East Casper Zone III Water System Improvements Project No. 13-38; and,

WHEREAS, the City of Casper recognizes that repair work will require a revised reversion date within the Grant Agreement; and,

WHEREAS, the Wyoming Water Development Commission has made available grants and loans for the purpose of assisting entities such as Casper on this project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Casper City Council hereby authorizes Amendment No. 1 to the Wyoming Water Development Commission Grant Agreement for the East Casper Zone III Water System Improvements Project No. 13-38.

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

APPROVED AS TO FORM:

Walter Trenkle III

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

June 3, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, Public Services Director

SUBJECT: Authorizing a Revocable License Agreement with Energy Property Holdings for Water and Sewer Services Across City of Casper Property

Meeting Type & Date
Regular Council Meeting
June 18, 2019

Action Type
Resolution

Recommendation
That Council, by resolution, authorize a revocable license agreement with Energy Property Holdings for water and sewer services across City owned property.

Summary
Energy Property Holdings recently installed water and sewer services to their business at 6375 E. Yellowstone Highway in Evansville. Installation was across the Rails-to-Trails corridor, which is under the jurisdiction of the City of Casper. To allow the utilities to remain in place, a license agreement is required.

The license agreement establishes the conditions for installation of the utilities and allows the City to revoke the license with 60-days' notice. Energy Property Holdings is also responsible for all costs associated with maintenance and restoration should the license agreement be revoked.

Financial Considerations
Energy Property Holdings will pay the City of Casper a one-time fee of $500.

Oversight/Project Responsibility
Andrew Beamer, Public Services Director

Attachments
Resolution
Revocable License Agreement

LICENSE AGREEMENT FOR WATER AND SANITARY SEWER

THIS **LICENSE AGREEMENT ("LICENSE")** is made and entered into this 18th day of June, 2019, by and between the City of Casper, Wyoming, a Wyoming municipal corporation, with offices located at 200 North David, Casper, Wyoming, the "**LICENSOR,**" and Energy Property Holdings, with offices located at 6375 E. Yellowstone Highway, Evansville, Wyoming the "**LICENSEE.**"

THIS LICENSE is granted upon such express terms and conditions as are hereinafter set forth, and should the Licensee at any time violate any of the terms and conditions, the Licensor may, at its option, immediately revoke this License.

1. The "Licensor," in consideration of the sum of Five Hundred Dollars ($500.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants to the Licensee, the right, privilege and license to enter upon the lands of Licensor to construct, alter, operate, maintain, inspect, repair, replace, and remove underground water and sanitary sewer services, hereinafter called the "Facility," located upon the following-described land situated in the County of Natrona, State of Wyoming, to-wit:

   (See attached Exhibit "A" consisting of two (2) pages and Exhibit "B" consisting of two (2) pages)

2. The work of constructing, altering, maintaining, repairing, replacing or removing the Facility shall be performed and completed in a good and workmanlike manner in accordance with good construction practice and the applicable City of Casper requirements. The work shall be performed at the sole expense of the Licensee. The Licensee's responsibility shall include, but not be limited to, restoring all surfaces to the same condition they were in prior to the construction authorized by this license. Licensee shall maintain the Facility in a safe condition. The Licensor reserves the right to, but need not, inspect such work in order to ensure compliance with said standards. Such work of construction, alteration, maintenance, repair, replacement or removal of the Facility shall be done in such a manner as to not unreasonably interfere with the use of said premises by the Licensor and the general public and in such manner as to in no way endanger the general public in the use of said premises.

3. Licensee shall release and discharge Licensor, its Mayor, City Council, and employees of or agents acting on behalf of the Licensor, Mayor, and/or City Council, from any and all liability for damage to or destruction of the said Facilities. Licensee shall and hereby assumes any and all liability for injury to or death of any and all persons whomsoever, including officers, employees, and agents of the parties hereto, and members of the public; and for loss of or damage to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of the parties hereto, in any manner arising from or during the construction, any reconstruction, use, maintenance, repair, or removal of said Facility, however such injury, death, loss, damage, or destruction aforesaid may occur or be caused. Licensee further agrees to indemnify, hold harmless and reimburse Licensor for costs incurred, including reasonable attorney's fees incurred in defending any

suit brought against Licensor, its Mayor, City Council, and/or employees on account of any such personal injuries, death, or damage to property, and to pay and satisfy any final judgment that may be rendered against the Licensor, its Mayor, City Council, and/or employees in any such suit or action. Licensee further agrees to indemnify, defend and hold Licensor harmless from and against any claim (including, but not limited to, direct damages, indirect damages, and incidental and consequential damages of any kind whatsoever) resulting from the reversion of ownership of the land identified in Exhibit A and Exhibit B which divests the Licensor of ownership, fully or partially, and affects the validity of any portion of this License.

4. The Licensor reserves the right to use, occupy, and enjoy said property in such a manner and at such times as it shall desire, and the same as if this instrument had not been executed by it.

5. If any use by the Licensor shall, at any time, necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee within a reasonable time at the sole expense of said Licensee, upon the demand of the City Manager or his/her designee, and neither the City of Casper nor the City Manager, or his designee shall be liable to said Licensee on account thereof, or on account of any damage growing out of any use which the Licensor may make of said property.

6. This License shall be for an initial term of 20 years with automatic one year renewals thereafter. The Licensor shall have the right to revoke the License upon giving not less than 180 days' notice in writing to said Licensee; and Licensee shall, upon receipt of said notice, and, in the manner directed by the Licensor, remove all of the Facility and each and every part thereof hereby authorized and restore the premises to the same condition as before the granting of this License. If the Facility, or any portion thereof, is not removed within one (1) year after receipt of said written notice provided above, then said Facility or any part thereof not so removed shall be considered to be abandoned and shall become property of the Licensor. Upon the refusal or failure of Licensee to remove said Facility, the Licensor or its designate may remove said Facility and each and every part thereof, and restore the premises to the same condition as before the granting of this License, and Licensee hereby agrees to promptly pay the Licensor the costs of said removal of the Facility and each and every part thereof.

7. The waiver of any breach of any of the terms or conditions of this License shall be limited to the act, or acts, constituting such breach, and shall never be construed as being a continuing or permanent waiver of any of such terms or conditions, all of which shall be and remain in full force and effect as to future acts or happenings, notwithstanding any such individual waiver of any breach thereof.

8. This License is granted to Licensee subject to all existing easements, right-of-ways, covenants, restrictions, and reservations.

9. No assignment of this License or any interest therein and no sublicense for any purpose shall be made or granted by Licensee without the prior written consent of Licensor. Any

assignment or sublicense in violation of this paragraph is void.

10. Licensor does not warrant or represent that the premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this License.

11. Licensee agrees and acknowledges that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the premises by virtue of this license or its occupancy or use hereunder. However, title to the Facility shall be and remain in the Licensee.

12. Upon termination of the License, the Licensee shall return the property to the same or better condition as it was prior to Licensee's use. Upon failure to return the property to the same or better condition as it was prior to Licensee's use, or to remove the Facility, the Licensor may remove the Facility or restore the property, and the Licensee will be responsible to pay costs of removal and restoration of the property.

13. Licensee shall repair, at its expense, any damage to crops, fences, livestock, personal property, utilities, streets, sidewalks or any other facilities, currently in place which are damaged by Licensee's activities.

14. Licensee shall install, maintain, operate and maintain the Facilities in such a manner as to not disrupt any utility service or street, except to the extent approved ahead of time by the City Engineer. Licensee shall conduct all traffic controls required by any federal, state or local law or regulation or by the City Engineer.

15. Licensee shall comply with all federal, state or local laws and regulations, including all environmental laws. Licensee shall obtain all required permits, permission, licenses, etc. prior to performing any work on any City property.

16. Licensee shall obtain permission from the City Engineer prior to first performing any work on any property owned or controlled by the City. Licensee shall comply with all City requirements and requests of the City Engineer.

17. The City Engineer shall be the City's designee for any work or permission necessary pursuant to this license.

18. The Licensor 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 Licensor specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

19. This License contains the entire agreement between the parties hereto, the terms hereof may not be modified in any respect whatsoever unless in writing by both parties under the signature of the duly authorized representative of both parties.

20. This License shall be recorded by the Licensor, at the Licensee's sole cost and expense, in the Natrona County, Wyoming, Clerk's office.

21. Until a different address is provided in a notice to the other party, all notices, demands or requests made by either party to the other which are required or permitted by the provisions of this License shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (against a signed receipt); (b) mailed by United States certified or registered mail, return receipt requested, postage prepaid); or (c) sent by nationally recognized commercial overnight delivery service at the following addresses:

Energy Property Holdings	City of Casper
Attn: Dan McGlade	Attn: Public Services Director
6375 E. Yellowstone Highway	200 North David
Evansville, Wyoming 82636	Casper, WY 82601

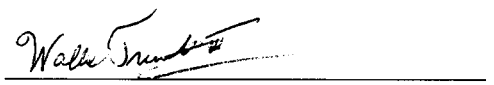
Notwithstanding anything contained in this License to the contrary, any notice required to be given by Licensor or Licensee hereunder shall be deemed to be effective as of the date such notice is received or refused as reflected on said notice.

**********The rest of this page is intentionally left blank**********

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

LICENSOR:

APPROVED AS TO FORM



CITY OF CASPER, WYOMING
A Municipal Corporation

_____
Charles Powell
Mayor

ATTEST

_____
Fleur D. Tremel
City Clerk

STATE OF WYOMING)
)
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: _____]

LICENSEE:

APPROVED AS TO FORM

_____

Energy Property Holdings

By: NICHOLAS MCGLADE

Printed Name: [illegible]

Title: MANAGER

WITNESS

By: [illegible]

Printed Name: Mike Fostmeier

Title: operations manager

STATE OF WYOMING)
)
COUNTY OF ~~LARAMIE~~ Natrona)

This instrument was acknowledged before me on this 31st day of May, 2019, by ~~Dan McGlade~~ Nicholas McGlade, as Manager for Energy Property Holdings.

(Seal, if any)

NOTARY PUBLIC
CATHERINE RATHBUN
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires January 14, 2023

[My Commission Expires: 1-14-2023

Catherine Rathbun
(Signature of notarial officer)

Receptionist
Title (and Rank)

EXHIBIT A

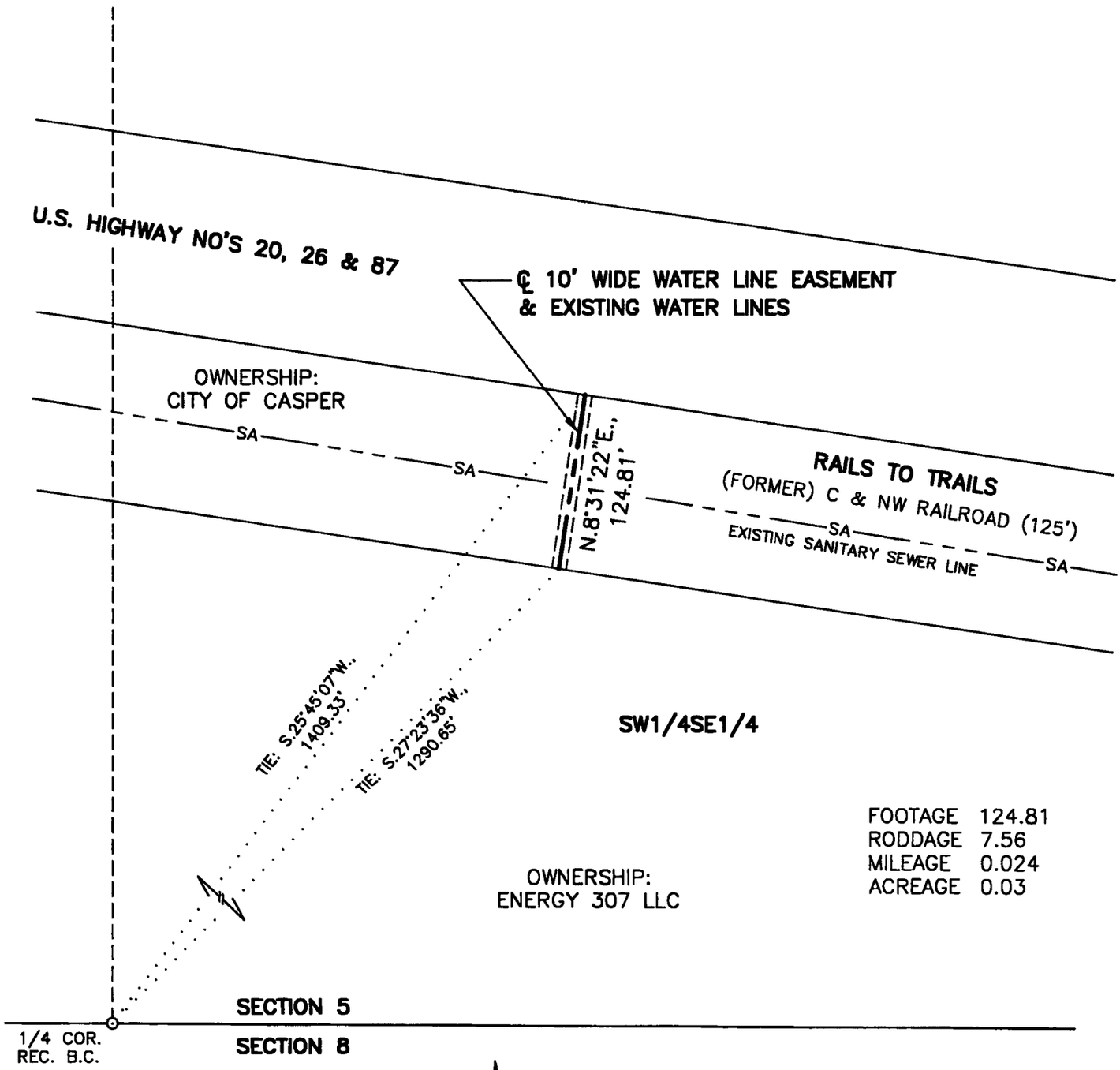
WLC ENGINEERING AND SURVEYING
200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

Client ISCO Address 401 CRESCENT DRIVE
City CASPER State WYOMING Zip 82604

PROPERTY LOCATION PLAT

SW1/4SE1/4 Section 5, T. 33 N., R. 78 W., 6th Principal Meridian, Wyoming
Lot _____ Block _____ Subdivision _____
City _____ County NATRONA State WYOMING



FOOTAGE	124.81
RODDAGE	7.56
MILEAGE	0.024
ACREAGE	0.03

BASIS OF BEARING
GEODETIC BASED ON GPS

Date: 5/15/19 (REV. 5/21/19)
W.O. No. 16791
Drawn By: SJG
Acad File: ISCO EASEMENTS 16791

0 100'
SCALE 1"=100'

Professional Land Surveyor
Steven J. Granger
15092
Date 5/24/19
WYOMING

WLC
ENGINEERING • SURVEYING
WWW.WLCWYO.COM

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

May 15, 2019 (Rev. 5/21/19)

ISCO
421 Crescent Drive
Casper, Wyoming 62604

W.O. No.: 16791

Description: (10' Wide Water Line Easement – City of Casper (Rails to Trails)

A Parcel and Strip 10' in width located in and being a portion of the SW1/4SE1/4, Section 5, Township 33 North, Range 78 West of the Sixth Principal Meridian, Natrona County, Wyoming and lying 5 feet parallel and perpendicular to each side of the centerline being more particularly described as follows:

Beginning at the southerly end of the centerline of said Parcel and Strip and a point in the southerly line of the Casper Rails to Trails, being a portion of the former C & NW Railroad, in said SW1/4SE1/4, Section 5, and from which point the southwest corner of said SW1/4SE1/4, Section 5, bears S.27°23'36"W., 1290.65 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, N.8°31'22"E., 124.81 feet to the northerly end of said centerline and a point in the northerly line of said Casper Rails to Trails and former C & NW Railroad and the Point of Terminus, and from which point the southwest corner of said SW1/4SE1/4, Section 5, bears S.25°45'07"W., 1409.33 feet and said Parcel and Strip containing 0.03 acres, more or less, as set forth by the plat attached and made a part hereof.

EXHIBIT B

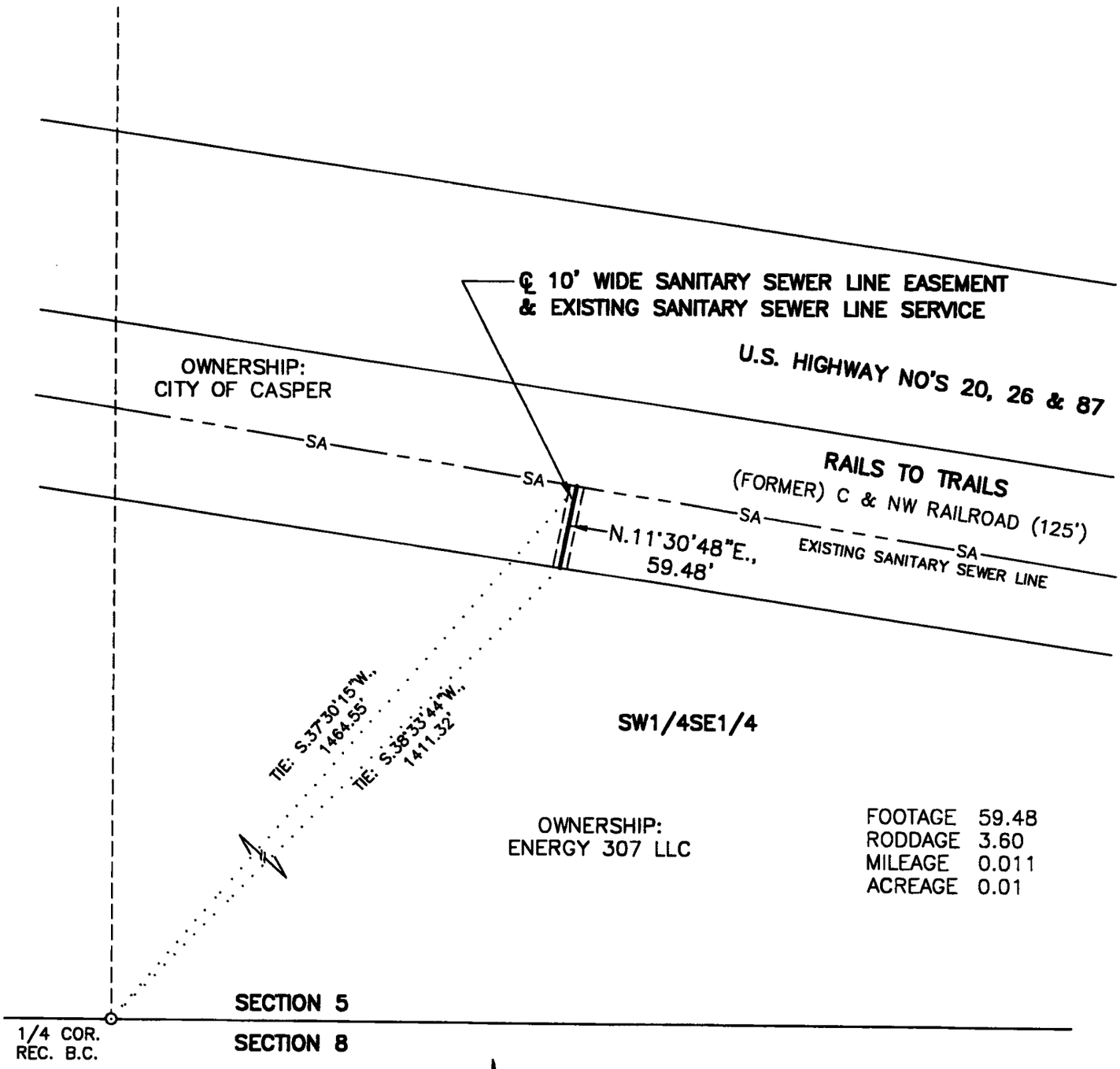
WLC ENGINEERING AND SURVEYING
200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

Client ISCO Address 401 CRESCENT DRIVE
City CASPER State WYOMING Zip 82604

PROPERTY LOCATION PLAT

SW1/4SE1/4 Section 5, T. 33 N., R. 78 W., 6th Principal Meridian, Wyoming
Lot _____ Block _____ Subdivision _____
City _____ County NATRONA State WYOMING



FOOTAGE	59.48
RODDAGE	3.60
MILEAGE	0.011
ACREAGE	0.01

BASIS OF BEARING
GEODETIC BASED ON GPS

Date: 5/15/19 (REV. 5/21/19)
W.O. No. 16791
Drawn By: SJG
Acad File: ISCO EASEMENTS 16791

0 100' 200
SCALE 1"=100'

Professional Land Surveyor
Steven J. Granger
15092
Date 5/21/19
WYOMING

WLC
ENGINEERING • SURVEYING
WWW.WLCWYO.COM

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

May 15, 2019 (Rev. 5/21/19)

ISCO
421 Crescent Drive
Casper, Wyoming 62604

W.O. No.: 16791

Description: (10' Wide Sanitary Sewer Line Easement – City of Casper (Rails to Trails)

A Parcel and Strip 10' in width located in and being a portion of the SW1/4SE1/4, Section 5, Township 33 North, Range 78 West of the Sixth Principal Meridian, Natrona County, Wyoming and lying 5 feet parallel and perpendicular to each side of the centerline being more particularly described as follows:

Beginning at the southerly end of the centerline of said Parcel and Strip and a point in the southerly line of the Casper Rails to Trails, being a portion of the former C & NW Railroad, in said SW1/4SE1/4, Section 5, and from which point the southwest corner of said SW1/4SE1/4, Section 5, bears S.38°33'34"W., 1411.32 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, N.11°30'48"E., 59.48 feet to the northerly end of said centerline and a point in the centerline of an existing sanitary sewer line and the Point of Terminus, and from which point the southwest corner of said SW1/4SE1/4, Section 5, bears S.37°30'15"W., 1464.55 feet and said Parcel and Strip containing 0.01 acres, more or less, as set forth by the plat attached and made a part hereof.

RESOLUTION NO.19-107

A RESOLUTION AUTHORIZING A REVOCABLE LICENSE AGREEMENT WITH ENERGY PROPERTY HOLDINGS FOR WATER AND SEWER SERVICES ACROSS CITY-OWNED PROPERTY.

WHEREAS, Energy Property Holdings has installed water and sewer services across City of Casper property to their business at 6375 E. Yellowstone Highway, Evansville Wyoming; and,

WHEREAS, a license agreement is required to spell out the conditions under which these services may remain; and,

WHEREAS, the City of Casper has determined that the use of said City-owned property will not unreasonably interfere with the use thereof by the City or the general public.

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 revocable license agreement with Energy Property Holdings for the purpose of using certain City-owned property for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing underground water and sewer services, more particularly described in said license agreement, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:

Walter Trembath

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

June 4, 2019

MEMO TO: J. Carter Napier City Manager JCN

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

SUBJECT: Authorizing an agreement with LONG Building Technologies in the amount of $125,026.00, for the City Facilities Security Door Upgrades, Project No. 18-064.

Meeting Type & Date:
Regular Council Meeting
June 18, 2019

Recommendation:
That Council, by resolution, authorize an agreement with LONG Building Technologies in the amount of $125,026.00, for the City Facilities Security Door Upgrades, Project No. 18-064. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $13,000.00, for a total project amount of $138,026.00.

Summary:
On Tuesday, June 4, 2019, one (1) bid was received for the City Facilities Security Door Upgrades, Project No. 18-064. The bids received for this work are as follows:

CONTRACTOR	BUSINESS LOCATION	BID AMOUNT
LONG Building Technologies	**Casper, Wyoming**	**$125,026.00**

The City Facilities Security Door Upgrades Project includes the conversion of the existing access control system to a new S2 Security System with Active Directory and Milestone Video Integration, and to install door and system hardware to connect to the existing doors to the new access control system at several facilities within the City of Casper. Work is scheduled to be completed by October 25, 2019. The estimate prepared by the City Engineering Division was $140,000.00.

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

Financial Considerations:
Funding will be from the Budgeted Current Revenue of the General Fund, the Balefill Fund, Police Department Fund, the Wastewater Treatment Plant Fund and the Central Wyoming Regional Water System Fund.

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

Attachments:
Resolution
Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with LONG Building Technologies, 3534 North Salt Creek Highway, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to convert the existing access control system to a new S2 Security System with Active Directory and Milestone Video Integration, and install door and system hardware to connect to the existing doors to the new access control system at several facilities within the City of Casper; and,

WHEREAS, LONG Building Technologies is able and willing to provide those services specified as the City Facilities Security Door Upgrades, Project No. 18-064.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City Facilities Security Door Upgrades, Project No. 18-064, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by **October 25, 2019**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **November 1, 2019**.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars ($500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion.

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

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Twenty-Five Thousand Twenty-Six Dollars ($125,026.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

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

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

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount

equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract

Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

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

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

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

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

8.5 Addenda No. (1).

8.6 Performance and Labor and Payment Bonds.

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

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

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

8.10 General Requirements, consisting of six (6) sections.

8.11 Special Provisions, consisting of three (3) sections.

8.12 Notice of Award.

8.13 Notice to Proceed.

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

8.15 Contract Drawings consisting of nine (9) drawing sheets, with each sheet bearing the following general title:

City Facilities Security Door Upgrades, Project No. 18-064

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

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

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

(This space intentionally left blank)

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this 18th day of June, 2019.

APPROVED AS TO FORM:

Wallace Trembath

CONTRACTOR:

WITNESS:

LONG Building Technologies

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
City Facilities Security Door Upgrades
Project No. 18-064

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **October 25, 2019**, and completed and ready for final payment not later than **November 1, 2019** in accordance with the Bidding Documents.

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

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

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

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

   Addendum No. 1 Dated May 21, 2019
   Addendum No. _____ Dated _____

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

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

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

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

TOTAL BASE BID, IN NUMERALS: $ 125,026.00

TOTAL BASE BID, IN WORDS: One Hundred twenty-five thousand twenty-six 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. Exhibit "B" - Itemized Bid Schedule.

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

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 3534 N. Salt Creek Highway
Casper, Wy 82601

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

Submitted on June 4th, 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: LONG Building Technologies (seal)
(Corporation's or Limited Liability Company's Name)

Colorado
(State of Incorporation or Organization)

By: _____ (seal)

(Title) Pandora Dyer
V.P. of Finance

(Seal)

Attest: Michelle Vandeuer

Business Address: 3534 N. Salt Creek Highway
Casper, Wy 82601

Phone Number: 307-265-5997

A JOINT VENTURE

By: _____ (seal)
(Name)

_____
(Address)

By: _____ (seal)
(Name)

_____
(Address)

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

EXHIBIT "B"
BID SCHEDULE
CITY FACILITIES SECURITY DOOR UPGRADES
PROJECT 18-064
BID DATE: JUNE 4, 2019 AT 2:00 PM

COMPANY NAME: LONG Building Technologies
ADDRESS: 3534 N. Salt Creek Highway Casper Wy 82601

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

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

Base Bid

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization and Bonds	LS	1		$3,258.00
2	Convert to New Access Control System	LS	1		$56,585.00
3	City Center Access Control	LS	1		$8,958.00
4	Marathon Building Access Control	LS	1		$17,470.00
5	Hall of Justice Access Control	LS	1		$9,574.00
6	City Hall Exterior Access Control	LS	1		$3,736.00
7	City Hall Interior Access Control	LS	1		$7,211.00
8	Service Center Access Control	LS	1		$1,691.00
9	Special Waste Building Access Control	LS	1		$3,523.00
10	Hazardous Waste Processing Building Access Control	LS	1		$3,258.00
11	Baler Maintenance Building Access Control	LS	1		$3,145.00
12	Baler Building Access Control	LS	1		$3,677.00
13	Biosolids Building Access Control	LS	1		$2,940.00
			Total Base Bid (Addition of Items 1-13)		$125,026.00

Total Base Bid: One Hundred twenty-five thousand twenty six

Dollars ($ 125,026.00)

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

CITY FACILITIES SECURITY DOOR UPGRADES
PROJECT NO. 18-064

by

CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: May 21, 2019

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)

Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM (BIDDER)

LONG
Firm

By: Signature

ACCOUNT EXECUTIVE
Title

5-22-19
Date Received

RESOLUTION NO.19–108

A RESOLUTION AUTHORIZING AN AGREEMENT WITH LONG BUILDING TECHNOLOGIES FOR THE CITY FACILITIES SECURITY DOOR UPGRADES, PROJECT NO. 18-064.

WHEREAS, the City of Casper desires to convert the existing access control system to a new S2 Security System with Active Directory and Milestone Video Integration, and install door and system hardware to connect to the existing doors to the new access control system at several facilities within the City of Casper; and,

WHEREAS, LONG Building Technologies is able and willing to provide those services specified as the City Facilities Security Door Upgrades, Project No. 18-064; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Thirteen Thousand Dollars ($13,000.00) 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 LONG Building Technologies for those services, in the amount of One Hundred Twenty-Five Thousand Twenty-Six Dollars ($125,026.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Twenty-Five Thousand Twenty-Six Dollars ($125,026.00), and Thirteen Thousand Dollars ($13,000.00) for a construction contingency account, for a total project amount of One Hundred Thirty-Eight Thousand Twenty-Six Dollars ($138,026.00).

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 Thirteen Thousand Dollars ($13,000.00) 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:
(City Facilities Security Door Upgrades, Project No. 18-064)

Wallace Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

May 31, 2019

MEMO TO: J. Carter Napier City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Crown Construction, LLC, in the amount of $142,150.00, for the 2019 Platte River Trails Replacements, Project No. 19-019.

Meeting Type & Date:
Regular Council Meeting
June 18, 2019

Action Type
Resolution

Recommendation:
That Council, by resolution, authorize an agreement with Crown Construction, LLC, in the amount of $142,150.00, for the 2019 Platte River Trails Replacements, Project No. 19-019. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $15,000.00, for a total project amount of $157,150.00.

Summary:
On Thursday, May 30, 2019, ten (10) bids were received for the 2019 Platte River Trails Replacements, Project No. 19-019. The bids received for this work are as follows:

CONTRACTOR	BUSINESS LOCATION	BASE BID
Crown Construction	**Mills, Wyoming**	**$142,150.00**
Broken Link Construction	Gillette, Wyoming	$178,235.25
Wayne Coleman Construction	Mills, Wyoming	$197,307.00
Knife River, Inc.	Casper, Wyoming	$214,635.00
71 Construction	Casper, Wyoming	$217,158.50
TDS	Glenrock, Wyoming	$235,000.00
Jerry Bornhoft Construction	Riverton, Wyoming	$236,750.00
Powder River Construction	Gillette, Wyoming	$283,512.00
3 Cord Construction	Casper, Wyoming	$286,031.25
Archuleta Aesthetics	Casper, Wyoming	$308,736.25

The project consists of removal of approximately 3,300' of existing asphalt pathway, beginning at Bryan Stock Trail, working west to the pedestrian bridge, and replacing it with 10'wide concrete

pathway. The completion date for the project is October 18, 2019. The estimate prepared by the City Engineering Division was $202,000.

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

Financial Considerations:
Funding for this project will be from 1%15 allocated to the Platte River Trails.

Oversight/Project Responsibility:
Andrew Colling, Engineering Tech

Attachments:
Resolution
Agreement

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Crown Construction, LLC, PO Box 664, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace a portion of the Platte River Trails system and,

WHEREAS, Crown Construction, LLC is able and willing to provide those services specified as the 2019 Platte River Trails Replacements Project No. 19-019.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2019 Platte River Trails Replacements Project No. 19-019, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by October 18, 2019, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by November 1, 2019.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars ($500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Two Hundred Dollars ($200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Forty-Two Thousand One Hundred Fifty and 00/100 Dollars ($142,150.00) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

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

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

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

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

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

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

8.4 Addenda No. (1).

8.5 Performance and Payment Bonds.

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

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

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

8.9 General Requirements, consisting of seven (7) sections.

8.10 Special Provisions consisting of three (3) sections.

8.11 Notice of Award.

8.12 Notice to Proceed.

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

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

2019 Platte River Trails Replacements Project No. 19-019

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

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

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this 18th day of June, 2019.

APPROVED AS TO FORM:

Walter Tremblay III

CONTRACTOR:

Crown Construction, LLC

By: _____

Title: _____

ATTEST:

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
2019 Platte River Trails Replacements
Project No. 19-019

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by October 18, 2019, and completed and ready for final payment not later than November 1, 2019 in accordance with the Bidding Documents.

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

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

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

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

   Addendum No. 1 Dated 5-29-19
   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: $ 142,150.00

TOTAL BASE BID, IN WORDS: One hundred Forty two thasand one hundred Fifty 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. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: PO Box 664
Mills WY 82644

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

Submitted on _____, 2019.

Bidder is bidding as a _____ (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: Crown Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Kevin Cummings - President - (seal)

(Title)

(Seal)

Attest: Bruce Gotland - Vice President -

Business Address: _____

Phone Number: _____

A JOINT VENTURE

By: _____ (seal)
(Name)

_____
(Address)

By: _____ (seal)
(Name)

_____
(Address)

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

BID SCHEDULE
2019 Platte River Trails Replacements
Project No. 19-019
Bid Date: May 30, 2019

COMPANY NAME: Crown Construction
ADDRESS: PO Box 664 Mills WY 82644

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

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

ITEM NO.	BASE BID SCHEDULE DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	10' Wide Concrete Pathway with Basecourse	LF	3,325	$42.00	$139,650.00
2	Install Concrete Pad at Benches	SF	250	$6.00	$1,500.00
3	Removal of Obstructions	LS	1	$1,000.00	$1,000.00
				TOTAL BASE BID (SUM OF ITEMS 1 - 3)	$142,150.00

RESOLUTION NO.19-109

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE 2019 PLATTE RIVER TRAILS REPLACEMENTS PROJECT NO. 19-019.

WHEREAS, the City of Casper desires to remove and replace damaged asphalt pathways in the Platte River Trails system for the 2019 Platte River Trails Replacements Project; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the 2019 Platte River Trails Replacements Project, No. 19-019; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Fifteen Thousand Dollars ($15,000.00) 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 Crown Construction, LLC, for those services, in the amount of One Hundred Forty-Two Thousand One Hundred Fifty and 00/100 Dollars ($142,150.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Forty-Two Thousand One Hundred Fifty and 00/100 Dollars ($142,150.00) and Fifteen Thousand Dollars ($15,000.00) for a construction contingency account, for a total project amount of One Hundred Fifty-Seven Thousand One Hundred Fifty and 00/100 Dollars ($157,150.00).

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 Fifteen Thousand Dollars ($15,000.00) 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:

Wallace Tremel III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

June 5, 2019

MEMO TO: J. Carter Napier City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an Agreement with Carr Coatings, LLC, in the Amount of $220,000, for the North Park Tank Exterior Painting, Project No. 19-016.

Meeting Type & Date:
Regular Council Meeting
June 18, 2019

Action Type
Resolution

Recommendation:
That Council, by resolution, authorize an agreement with Carr Coatings, LLC, in the amount of $220,000, for the North Park Tank Exterior Painting, Project No. 19-016. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $20,000, for a total project amount of $240,000.

Summary:
On Wednesday, June 5, 2019, three (3) bids were received for the North Park Tank Exterior Painting, Project No. 19-016. The bids received for this work are as follows:

CONTRACTOR	BUSINESS LOCATION	BASE BID
Carr Coatings	**Belle Fourche, SD**	**$220,000**
Riley Industrial	Farmington, NM	$273,905
Tankez Coatings	Sumner, TX	$349,072

The project includes surface preparation and re-coating of the exterior of the North Park Water Storage Tank. The completion date for the project is October 25, 2019. The estimate prepared by the City Engineering Division was $220,000.

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

Financial Considerations:
Funding for this project will be from budgeted Water Funds.

Oversight/Project Responsibility:
Andrew Colling, Engineering Tech

Attachments:
Resolution
Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Carr Coatings, LLC, PO Box 159, Belle Fourche, South Dakota 57717, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to repaint the exterior of the North Park water storage tank and,

WHEREAS, Carr Coatings, LLC is able and willing to provide those services specified as the North Park Tank Exterior Painting, Project No. 19-016.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the North Park Tank Exterior Painting Project No. 19-016, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by October 25, 2019, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by November 8, 2019.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars ($500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Two Hundred Dollars ($200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Two Hundred Twenty Thousand and 00/100 Dollars ($220,000). See Exhibit "A" - Bid Form.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

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

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

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

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

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4 and BS-1).

8.4 Addenda No. (0).

8.5 Performance and Payment Bonds.

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

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

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

8.9 General Requirements, consisting of seven (7) sections.

8.10 Special Provisions consisting of one (1) section.

8.11 Notice of Award.

8.12 Notice to Proceed.

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

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

North Park Tank Exterior Painting Project No. 19-016

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

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

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this 18th day of June, 2019.

APPROVED AS TO FORM:

Wallace Trent II

CONTRACTOR:

Carr Coatings, LLC

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
North Park Tank Exterior Painting
Project No. 19-016

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by October 25, 2019, and completed and ready for final payment not later than November 8, 2019 in accordance with the Bidding Documents.

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

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

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

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

   Addendum No. _____ Dated _____
   Addendum No. _____ Dated _____

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

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

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

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

TOTAL BASE BID, IN NUMERALS: $220,000.00

TOTAL BASE BID, IN WORDS: Two Hundred Twenty Thousand DOLLARS.

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

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

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

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

   B. Itemized Bid Schedule.

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

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Carr Coatings, LLC
PO Box 159
Belle Fourche, SD 57717

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

Submitted on _____ June 5 ___, 2019.

Bidder is bidding as a ___Non-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: Carr Coatings, LLC (seal)
(Corporation's or Limited Liability Company's Name)

WY
(State of Incorporation or Organization)

By: (seal)
Chad Carr Member

(Title)

(Seal)

Attest:
Jessica Carr Member

Business Address: PO Box 458
425 Pennsylvania Ave
Lovell, WY 82431

Phone Number: (605)723-2677

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
NORTH PARK TANK EXTERIOR PAINTING
PROJECT NO. 19-016

Bid Date: June 5, 2019 @ 3:00 pm
COMPANY NAME: Carr Coatings, LLC
ADDRESS: 425 Pennsylvania Ave., Lovell, WY 82431

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

LS = Lump Sum

ITEM NO.	BASE BID SCHEDULE			
	DESCRIPTION	UNIT	QUANTITY	TOTAL COST
1	Surface preparation and painting of the **EXTERIOR** of approximately 700,000 gallon (33' dia. x 110' height) potable water storage tank.	LS	1	$220,000.00

Total Base Bid in words: Two Hundred Twenty Thousand

Bid submitted by: Carr Coatings, LLC, a Wyoming Limited Liability Corporation
(Individual, Parnership, Corporation or Joint-venture)

RESOLUTION NO.19-110

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CARR COATINGS, LLC, FOR THE NORTH PARK TANK EXTERIOR PAINTING PROJECT NO. 19-016.

WHEREAS, the City of Casper desires to re-paint the exterior of the North Park water storage tank for the North Park Tank Exterior Painting Project; and,

WHEREAS, Carr Coatings, LLC, is able and willing to provide those services specified as the North Park Tank Exterior Painting Project, No. 19-016; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand and 00/100 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 Carr Coatings, LLC, for those services, in the amount of Two Hundred Twenty Thousand and 00/100 Dollars ($220,000).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Twenty Thousand 00/100 Dollars ($220,000) and Twenty Thousand and 00/100 Dollars ($20,000.00) for a construction contingency account, for a total project amount of Two Hundred Forty Thousand and 00/100 Dollars ($240,000).

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 and 00/100 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:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

May 31, 2019

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Authorizing a Procurement Agreement with S.P. Kinney Engineers, Inc., in the amount of $35,150.00, for an Automatic Self-Cleaning Strainer for use at the Sam H. Hobbs Wastewater Treatment Plant.

Meeting Type & Date
Regular Council Meeting
June 18, 2019

Action type
Resolution

Recommendation
That Council, by resolution, authorize a Procurement Agreement with S.P. Kinney Engineers, Inc., Carnegie, Pennsylvania, in the amount of $35,150 for an Automatic Self-Cleaning Strainer for use at the Sam H. Hobbs Wastewater Treatment Plant.

Summary
The Plant Water 1 (PW1) system at the wastewater treatment plant provides final treated effluent water for equipment/building wash down, pump seal water, yard hydrants, and site irrigation. The automatic strainer is a critical component of the PW1 system as it provides removal of solids prior to distribution in the PW1 piping system. The existing strainer has been in service for 35 years, has failed, and requires replacement.

Quotes for the strainer were obtained from three vendors. The quotes received were as follows:

Vendor	Amount
S.P. Kinney Engineers – Carnegie, PA	**$35,150.00**
Mountain View Power and Industrial – Salt Lake City, UT	$35,150.00
Pipestone Equipment, LLC – Golden, CO	$54,339.00

The low quote for supplying the strainer was S.P. Kinney Engineers, Inc. S. P. Kinney provided the original strainer and continues to provide parts and service as necessary.

Wastewater Treatment Plant maintenance staff will install the new strainer.

Financial Considerations
Funding for this project will come from the Wastewater Treatment Plant Fund.

Oversight/Project Responsibility
Megan Lockwood, WWTP Manager

Attachments
Resolution
Procurement Agreement with Exhibit "A"

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this 18th day of June 2019, between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and, S.P. Kinney Engineers, Inc., 143 First Avenue, P.O. Box 445, Carnegie, Pennsylvania, 15106, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified as Item #1 on the attached Exhibit "A". The Goods to be furnished are generally described as follows:

One (1) 12" Kinney Model A-1 Automatic Self-Cleaning Strainer

ARTICLE 2. ENGINEER.

The Goods have been specified by the Public Services Department, Public Utilities Division of the City of Casper, Wyoming, 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 by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

City of Casper Wastewater Treatment Plant
2400 Bryan Evansville Road
Casper, WY 82609

ARTICLE 4. CONTRACT TIME.

4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.

4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by September 30, 2019. (OR AS QUOTED) 16 WEEKS FROM FINAL APPROVAL

TAKE EXCEPTION TO 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered

at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) ($ 100.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Thirty-Five Thousand One Hundred Fifty Dollars ($35,150.00).

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit invoice for Payment. Invoice for Payment will be processed through the Engineer as provided in the Procurement General Conditions, Net 45 days.

ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.

8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement

Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.

8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 9. PROCUREMENT DOCUMENTS.

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

9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).

9.2 Exhibit "A"

9.3 Addenda, if applicable.

9.4 Certificate of Insurance.

9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).

9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).

9.7 Procurement Specifications. (See Exhibit "A")

9.8 Notice of Award.

9.9 Documentation submitted by Contractor prior to Notice of Award (Pages NA to NA, inclusive).

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

9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement. NA

9.12 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.

10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party

sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.

10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.

10.4 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., and the Owner specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

[The rest of this page is intentionally left blank.]

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

APPROVED AS TO FORM:

Walter Trembath IV

CONTRACTOR:

ATTEST:

S.P. Kinney, Inc.
143 First Avenue, P.O. Box 445
Carnegie, PA 15106

BY: _____

BY: Kevin McConnell
KEVIN McCONNELL

TITLE: _____

TITLE: OPERATIONS MGR.

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

BY: _____

BY: _____

TITLE: Fleur D. Tremel
City Clerk

TITLE: Charles Powell
Mayor

EXHIBIT "A"

Phone: 412-276-4600
Fax: 412-276-6890
www.spkinney.com
E:mail:kmcconnell@spkinney.com

S. P. KINNEY ENGINEERS, INC.
143 FIRST AVENUE • P.O. BOX 445 • CARNEGIE, PA 15106

March 6, 2019

City of Casper

Project: In-kind replacement for 5861V @ Casper WY, WWTP (installed 1984)

Attention: Megan S Lockwood – Waste Water Treatment Plt. Mgr.
PHONE: 307-235-8477
E-MAIL: mlockwood@casperwy.gov

Subject: S. P. Kinney Automatic Self-Cleaning Strainer(s) for...
12" Model "A-1" Cast Iron Design & Backwash Controls

SPK Proposal: File KN-58474-B-KM (Rev B: 2019 Updated Price & Included freight)

Dear Megan:

Per your most recent inquiry, we are pleased to offer for your consideration the equipment as listed below and described in the attached circulars and drawings - subject to the enclosed terms and conditions.

S. P. KINNEY AUTOMATIC STRAINERS

MOTORIZED SELF-CLEANING DESIGN

of the

HEAVY DUTY, ROTATING DRUM TYPE

We are pleased to offer the following....

ITEM #1

ONE (1) - 12" Kinney Model "A-1" Automatic Self-Cleaning Strainer as shown on typical Drawing # 19203, Bulletin #511and further described below, we are pleased to offer...

STRAINER PRICE: US$33,150.00

CONSTRUCTION:

Body -	Cast Iron
Cover & Bonnet -	Cast iron / Cast Iron
Drum -	Cast Iron
Shaft -	Fabricated Carbon Steel; Ceramic Coated
Media -	1/32" Perforated Disc, Delrin
Retainer Ring -	3/8", Delrin
Inspection Window Cover -	Transparent, Acrylic (*)
Packing Assembly -	915DN

(*) Steel Inspection Cover is available, for no additional cost.

SERVICE CONDITIONS:

Strainer design capacity when in use on a fresh water system will exhibit an approximate pressure drop of < 2.00 psig (clean) for normal flows of 2100 USGPM.

Design Pressure:	150	psig	@ 100°F
Minimum Working Pressure:	20	psig	
Normal Working Pressure:	20-150	psig	
Hydrostatic Test Pressure:	225	psig	

STRAINER DRIVE & MOTOR:

DRIVE: EURODRIVE E-67-30

MOTOR: 3/4 HP, 230/460 Volts, 3 Phase, 60 Hertz, 1800 RPM, Totally Enclosed Fan Cooled

Strainer Dry Weight (approx): 2700 Lbs.

AS AN OPTION, we offer the following

AUTOMATIC BACKWASH CONTROLS / ACCESSORIES

ONE (1) - Control system consisting of a motor operated valve(s) and accessories as described below, we are pleased to offer the firm sum of...

PRICE: US$6,650.00
(SP Kinney Standard)

(1) 3" Wafer Valve complete with electric operator for installation in the backwash discharge manifold – **SP Kinney Standard**

(1) Pressure Differential Switch (*) – **SP Kinney standard**

(2) Pressure Gauges (*) – **SP Kinney Standard**

(*)The above pressure differential switch, gauges and mounting plate are to be supplied mounted on the strainer with the necessary tubing, petcocks, and fittings.

(1) Control Panel – **SP Kinney Standard**

S. P. Kinney's standard controller is a NEMA 4 Classified Control Station - Which contains the following Square D components:

(3) Indicating Lights
(1) Two (2) Position selector switch marked "Open-Close"
(1) Three (3) Position selector switch marked "Manual-Off-Auto"
(1) Repeat cycle timer, which has a timing range of 0.1second-100 hours
(1) Non-reversing motor starter with "Start-Stop" push button
(1) 500 VA, 460-230 VAC Control transformer
(1) Fused disconnect switch
(1) 12 Pt. terminal block

The above controls are for 120 Volts, 1 Phase, 60 Hertz operation.

NOTE: The strainer control panels are suitable for wall mounting - not free standing. The price quoted includes only the hardware as listed, internally pre-wired to a terminal block. External wiring from the strainer motor, backwash valve, differential pressure switch to the panel and the labor to wire are not included and is to be done in the field by others.

FREIGHT COST: US$2,000.00

TOTAL PRICE (STRAINER/ BACKWASH/ FREIGHT) = US$41,800.00

NOTES

GENERAL NOTES

G1). This quotation does not include any field installation or supervision.

G2). The equipment will be completely factory assembled and palletized for shipment. Identification marking will be per customer instruction.

G3). Equipment installation does not form a part of this offer. Leveling shims, field grouting and anchor bolts are to be supplied by others, at time of installation.

DRAWINGS & MANUALS

D1). Pricing includes documentation submittals as follows:

A). Certified Drawings - Three (3) Copies

B). S.P. Kinney Standard Installation, Operation and Maintenance Manuals – One (1) Hard and one (1) Electronic copy. Each manual contains; dimensional drawings, spare parts lists, installation, operation and maintenance procedures and lubrication data.

NOTE: Any additional standard IO&M manuals shall be supplied at an additional cost of US$250.00/ EA. Any manuals of a special nature, other than SPK standard manual, shall be priced accordingly as required by specifications or by customer request based on type and quantity of manuals required.

D2). All drawings associated with the proposal should be considered "typical", and for reference only. After receipt of formal purchase order, certified drawings shall be submitted for approval. If waived, certified drawing will be submitted for record purposes.

TECHNICAL NOTES

T1). Replacement parts are neither INCLUDED OR REQUIRED at start-up nor anticipated within the first two (2) years of operation.

T2). The factory testing will consist of hydrostatic pressure test, motor run test and dimensional verification. Purchaser and/or his representatives are welcome to witness these tests. All additional test requirements invoked by the Purchaser will be evaluated and quoted upon review.

PRICING & DELIVERY NOTES

P1). Prices quoted are FOB: Casper, WY – FULL FREIGHT ALLOWED

P2). Any applicable Federal, State, GST & Provincial type taxes are not included and are for purchaser account.

P3). The prices offered above will remain firm for a period not to exceed NINETY (90) days .

~~P4). Terms of sale: 100% Net 30 days. Orders in excess of US$200,000.00 are subject to progressive payments as follows:~~

~~Order Placement~~	~~10%~~
~~Completion of engineering submittals~~	~~20%~~
~~Raw material delivery~~	~~30%~~
~~50% manufacturing completed~~	~~30%~~
~~Shipping, ex-works~~	~~10%~~

P5). Proposed delivery: 12 to 16 Weeks after FINAL approval.

We trust the proposal offered above meets with your approval. If we may be of any additional service, please do not hesitate to contact us.

Very truly yours,

S. P. KINNEY ENGINEERS, INC.

Kevin McConnell - Sales

Enclosures:

Bulletins: # 511

Drawings: # 19203

RESOLUTION NO.19-111

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH S.P. KINNEY ENGINEERS, INC. FOR A KINNEY MODEL A-1 AUTOMATIC SELF-CLEANING STRAINER FOR USE AT THE SAM H. HOBBS WASTEWATER TREATMENT PLANT.

WHEREAS, the City has need for the furnishing of One (1) Kinney Model A-1 Automatic Self-Cleaning Strainer for use at the Wastewater Treatment Plant to provide service; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the strainer as required by an agreement between the contractor and the City; and,

WHEREAS, the City desires to retain the contractor for furnishing the strainer.

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 procurement agreement with S.P. Kinney Engineers, Inc., 143 First Avenue, P.O. Box 445, Carnegie, Pennsylvania, 15106, for the furnishing of One (1) Kinney Model A-1 Automatic Self-Cleaning Strainer.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the procurement agreement in an amount not to exceed Thirty-Five Thousand One Hundred Fifty Dollars ($35,150.00).

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

June 11, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director

SUBJECT: Levy of 8 Mills Property Tax for Fiscal Year 2020

Meeting Type & Date
Regular Council Meeting
June 18, 2019

Action Type
Minute Action

Recommendation
That Council approve the resolution to request Natrona County continue to collect 8 mills of Property Taxes on behalf of the City of Casper.

Summary
The City of Casper has historically levied the full 8 mills and desires to continue levying and assessing the same upon taxable value of property within the limits of the City of Casper.

Financial Considerations
This funding source is expected to provide approximately $4.18 million for Fiscal Year 2019 and is budgeted for $4.16 million in Fiscal Year 2020.

Oversight/Project Responsibility
Tom Pitlick, Financial Services Director

Attachments:
Resolution 8 Mills FY20

RESOLUTION NO. 19-112

A RESOLUTION AUTHORIZING THE LEVYING OF 8 MILLS PROPERTY TAX BY THE NATRONA COUNTY ASSESSOR ON BEHALF OF THE CITY OF CASPER.

WHEREAS, Article 15, Section 6 of the Wyoming State Constitution, and 15-1-103 and 15-1-902 of Wyoming State Statutes provide for the City of Casper to levy and assess upon taxable value of property within the limits of the City of Casper up to 8 mills, inclusive of 1/8 mill dedicated to the Casper Municipal Band; and,

WHEREAS, the City of Casper has historically levied the full 8 mills and desires to continue levying and assessing the same upon taxable value of property within the limits of the City of Casper as done so by the Natrona County Assessor with the proceeds remitted to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to request that the Natrona County Assessor levy and assess 8 mills upon taxable value of property within the limits of the City of Casper for FY 2020.

PASSED, APPROVED, AND ADOPTED on this 18th day of June, 2019.

APPROVED AS TO FORM:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

May 2, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Thomas Pitlick, Financial Services Director
Pete Meyers, Assistant Financial Services Director
Jason Ostlund, Meter Services Supervisor

SUBJECT: Sole Source Purchase Agreement with Core and Main for the Purchase of all Neptune Water Meters and Meter Registers

Meeting Type & Date
Regular Council Meeting
June 18, 2019

Action Type
Minute Action

Recommendation
That Council, by minute action, grant permission to enter into a Sole Source purchase agreement with Core and Main of Henderson, Colorado, for the ongoing purchase of metering equipment.

Summary
The Meter Services Division is seeking permission to enter into a sole source purchasing agreement with Core and Main of Henderson, Colorado, the only authorized regional Neptune distributor for our area.

The Meter Services team uses Neptune brand water meters and registers in the vast majority of homes and businesses throughout the city. The only exceptions are the cellular Badger Beacon meters (used in about 100 homes), and a few large meters (3+ inch) that have been in place for more than twenty years.

The Meter Services team would like to continue to use Neptune meters exclusively. If we were to install a different brand of meter, we would have to purchase new meter reading equipment and ERTs, we would need to add new meter parts to inventory for meter repair, we would have to attend training sessions on any alternative meter's operation, and we would have to develop systems to upload usage data into GEMS and our billing software.

In Fiscal Year 2018, $95,808 of meters and registers were purchased from Core and Main with the average order being $3,684. To date in Fiscal Year 2019, $57,550 of equipment has been ordered from Core and Main with our average order being $4,126. Since these are high dollar purchases, we would need to enter into a Sole Source purchase agreement in order to remain compliant with city purchasing policy. Since Core and Main is the only licensed distributor of Neptune products for our region, we are seeking permission to enter into a sole source purchase agreement with Core and Main.

Financial Considerations
None.

Oversight/Project Responsibility
Jason Ostlund, Meter Services Supervisor

Attachments
None.

May 17, 2019

MEMO TO: Carter Napier, City Manager

FROM: Cally E. Lund, Municipal Court Judge
Pete Meyers, Assistant Director over the Financial Services Department

SUBJECT: Authorize the discharge of $233,149.85 of uncollectible accounts receivable balances from OMNI

Meeting Type & Date
Regular Council Meeting June 18, 2019

Action Type
Minute Action

Recommendation
That Council, by Minute Action, authorize the discharge of $233,149.85 of uncollectible accounts receivable balances from OMNI.

Summary
Wyoming State Statute 16-4-502 specifies that amounts owed to the City can be discharged by the City Council upon certification of those accounts to the City Council by the City Manager. The accompanying list meets the certification requirement, which requires that an account be uncollectible by means of collection efforts being exhausted, death, or bankruptcy.

These are very old charges and after repeated efforts to collect, we will never receive these monies as described herein.

The attached accounts receivable list shows all amounts owed from OMNI. The total balance of $233,149.85 is certified for discharge.

Oversight/Project Responsibility
Cally E. Lund, Municipal Court Judge

Attachments
Summary Table – Fund breakdown of the Uncollectible Accounts
Procedure by which accounts were determined uncollectable

Name	Amount to Write off	Amount to Collect	
Allen, Morris	$ 342.50		
Ballesteros, Fortunatu	$ 70.00		
Braxton, Pete	$ 1,530.00		
Brown, Donte	$ 435.00		
Caskey, Liesa	$ 215.00		
Cornett, Michael	$ 75.00		
Edwards, Bill		$ 80.00	
Florez Jr, martin	$ 480.00		
Hadlich, Shawn	$ 870.00		
Halliburton, Preston	$ 110.00		
Harris, Amber		$ 665.00	
Hart, Kenneth		$ 770.00	
Hartshorn, Evelyn		$ 135.00	
Haugen, Sarah M	$ 200.00		
Haugen-Tonsfeldt, Sarah	$ 360.00		
Hawe, Jason	$ 230.00		
Haworth, Jonathon		$ 310.00	
Hay, John	$ 1,235.00		
Hays, Edward		$ 250.00	
Hayter, Renee Christina	$ 640.00		
Headley, Delsie	$ 410.00		
Headley, Houston	$ 110.00		
Hearn, Zachary	$ 370.00		
Hegglund, Diane	$ 360.00		
Heinbokel, Don	$ 305.00		
Helgeson, Nicole	$ 185.00		
Helle, Darren	$ 685.00		
Hellengreen, Pamela	$ 360.00		
Hendricks, Lonnie	$ 455.00		
Hendrickson, Jamie	$ 130.00		
Herman, Teresa	$ 60.00		
Hernandez, Armando	$ 360.00		
Hernandez, Arthur	$ 225.00		
Hernandez, Felix	$ 70.00		
Hernandez, Mark		$ 405.00	
Hernandez, Reuben		$ 410.00	
Hernandez-Chavez, Ceasar	$ 50.00		
Hessler, Ashely		$ 210.00	
Hether, Cory	$ 375.00		
Heuer, Matthew		$ 110.00	
Higginbotham, Earl	$ 490.00		
Higgs, Ted	$ 200.00		
Hill, Donnie	$ 195.00		
Hill, Gordon	$ 360.00		
Hill, Shalon	$ 110.00		
Hillis, Kori	$ 300.00		

Hindman, Tracy		$ 49.00	
Hite, Connor	$ 130.00		
Hobb, Cheyanne		$ 110.00	
Hoffman, Frank		$ 700.00	
Hogan, Edward	$ 735.00		
Holguin, Shane	$ 110.00		
Holt, Ronald	$ 110.00		
Hopkins, Jeremy A		$ 285.00	
Houck, Michael Steven	$ 3.00		
Houser, Adrielle S.	$ 110.00		
Houser, Shane	$ 140.00		
Hovde, Scott D.	$ 370.00		
Hoven, Darwin	$ 135.00		
Hovey, David	$ 685.00		
Hovland III, Lloyd G	$ 270.00		
Howard, Neola	$ 100.00		
Hull, Jerimia	$ 135.00		
Hultman, Michael J.	$ 240.00		
Humble-Casde, Scottie M	$ 120.00		
Humphries, Frank	$ 325.00		
Hunt, Darrell D	$ 410.00		
Hurley, Marcus A	$ 110.00		
Hutchinson, Scott	$ 895.00		
Hutmacher, Jon	$ 130.00		
Inga, Marsha	$ 64.00		
Ingersoll, Chandler	$ 60.00		
Ingle, Andrea	$ 125.00		
Irias, Leonardo	$ 100.00		
Iron, Darilynn	$ 50.00		
Irwin, Joseph	$ 345.00		
Iseli, Michael	$ 410.00		
Jackson, John	$ 335.00		
Jackson, Joseph		$ 1,530.00	
Januska, Steven		$ 105.00	
Jaramillo, Jennifer	$ 140.00		
Jarvis, Duane	$ 100.00		
Jelitto, Michele Kim	$ 610.00		
Jelsma, Kim	$ 331.00		
Jenkins Jr, Curtis	$ 210.00		
Jenkins, Lisa	$ 90.00		
Jenkins, Nicole	$ 410.00		
Jenkins, Tawsha	$ 280.00		
Jennings, Sharrid		$ 665.00	
Jensen, Brian		$ 100.00	
Jensen, Brian P		$ 830.00	
Jensen, Matthew		$ 2,550.00	
Jobe, Deshawn	$ 200.00		

Johnson, Alexa	$ 160.00		
Johnson, Charles T.	$ 60.00		
Johnson, David S.		$ 50.00	
Johnson, Douglas C.	$ 500.00		
Johnson, Erica	$ 195.00		
Johnson, Meladeonna E	$ 70.00		
Johnson, Melinda G.		$ 380.00	
Johnson, Rochelle D.		$ 250.00	
Johnson, Samantha N.	$ 140.00		
Johnson, Winston G.	$ 130.00		
Johnson, Zachariah L.		$ 780.00	
Jolley, Andy J	$ 100.00		
Jolley, Armour	$ 560.00		
Joliff, Alva L.	$ 270.00		
Jonas, Tammy S.		$ 410.00	
Jones, Alvin		$ 305.00	
Jones, Bryan D.		$ 1,590.00	
Jones, Carson		$ 50.00	
Jones, Daniel R.		$ 300.00	
Jones, Denise		$ 210.00	
Jones, James R.		$ 1,070.00	
Jones, Raymond V	$ 340.00		
Jones, Tomika	$ 350.00		
Jones, William A.	$ 327.07		
Jurkowski, Robert W.		$ 10.00	
Kaehn, Ronald J		$ 110.00	
Kaminski, Shirley	$ 305.00		
Kanoa, John	$ 340.00		
Kasch, Debra	$ 590.00		
Keller, Zackariah	$ 320.00		
Kelly, Devan	$ 411.00		
Kelly, Rocky	$ 195.00		
Kern, Roxann	$ 140.00		
Keylon, Randall	$ 310.00		
Killsree, Chet	$ 745.00		
Kincheloe, Jon		$ 680.00	
King, Lashawn	$ 420.00		
Total This Book	**$ 29,058.57**	**$ 16,464.00**	**$ 45,522.57**
King, Thomas	$ 1,020.00		
Kinzer, Jessica	$ 500.00		
Kipp, Tiffany		$ 350.00	
Kirchnavy, Matthew		$ 630.00	
Kirk, Rocky		$ 1,020.00	
Kirkpatrick, William	$ 50.00		
Klein, William	$ 360.00		
Kleine, Todd	$ 90.00		

Kleinpeter, Dedrick		$ 110.00	
Kliven, Brandy	$ 1,170.00		
Klodt, Erin		$ 390.00	
Knapp, Ricky		$ 720.00	
Knight III, James		$ 260.00	
Kountz, Sandra	$ 566.00		
Kruse, Amy	$ 62.00		
Kubiak, Taylor	$ 410.00		
Kurtze, Randy	$ 510.00		
Kyser, Douglas		$ 112.50	
Landphear, Casey	$ 870.00		
Lape, Joseph	$ 60.00		
Larez, Robert	$ 380.00		
Larson, Brittney		$ 110.00	
Larson, Justin		$ 220.00	
Larson Keith	$ 195.00		
Lawrence, William	$ 225.00		
Lawson, Donald	$ 765.00		
Lawyer, Ryan	$ 1,070.00		
Layton, Krishelle	$ 470.00		
Leake, Bobbie		$ 610.00	
Leake, Roberta		$ 1,690.00	
Lebeau, Ashley	$ 480.00		
Ledbetter, Wayne	$ 210.00		
Ledford, Raymond	$ 135.00		
Ledwell, Annette	$ 465.00		
Lemaster, Michael	$ 335.00		
Leslie, Jeff	$ 385.00		
Lewis, Darryl		$ 360.00	
Littlewhiteman, Sandra	$ 240.00		
Lloyd, Kristopher	$ 320.00		
Lockard, James	$ 545.00		
Logan, Kari	$ 820.00		
Lonebear, Allan	$ 250.00		
Long, Melvin	$ 2,473.45		
Lopez, Brandon		$ 200.00	
Lopez, Edrick	$ 1,180.00		
Lopez, Fernando		$ 510.00	
Lopez, James	$ 100.00		
Lopes, James "Jimmy"	$ 1,610.00		
Lopez, Narcisco	$ 660.00		
Love III, Lem	$ 780.00		
Lowder, Brian		$ 670.00	
Lozinsky, Paul	$ 360.00		
Lubenow, Shelia	$ 390.00		
Ludden, Josh	$ 110.00		
Lujan, Paula	$ 215.00		

Luken, Aryonna	$ 566.00		
Lund, Grant	$ 485.00		
Lunden, Steven	$ 770.00		
Lusk, Jessie	$ 310.00		
Lyman, Ben	$ 395.00		
Lynch, Michael	$ 110.00		
Lynn, Randy	$ 735.00		
Macy, Dustin	$ 300.00		
Macy, Troy	$ 410.00		
Madan, Robert	$ 110.00		
MaGuire, Irene		$ 12.50	
Mahaffey, Jonathon	$ 500.00		
Mahan, Crista		$ 80.00	
Maher, John	$ 175.00		
Maher, Sean		$ 110.00	
Mahoney, Albert	$ 110.00		
Mahoney, Albert William	$ 110.00		
Mahoney, Kayla (Webb)	$ 260.00		
Malone, Roxanne	$ 470.00		
Mangum, Johnny	$ 135.00		
Manley, Ronald	$ 475.00		
Manning, John		$ 139.00	
Manning, Michael		$ 50.00	
Mapp, Jorge	$ 230.00		
Mapp, Shawn		$ 110.00	
Market, Janie	$ 200.00		
Marquez, Carlos	$ 750.00		
Martin, Steven		$ 80.00	
Martinez, James	$ 250.00		
Martinez, Jesse	$ 500.00		
Martinez, Joe		$ 410.00	
Martinez, Miguel	$ 690.00		
Martinez, Paula	$ 105.00		
Martinez, Starr	$ 100.00		
Massmann, Levi	$ 360.00		
Masters, Stacey	$ 110.00		
Mathenia, Julous	$ 50.00		
Mathern, Anthony		$ 735.00	
Matthews, Homer	$ 360.00		
Maxfield, Jeffrey		$ 915.00	
Mayeux, Shay	$ 285.00		
Mayo, Gregory	$ 773.00		
May-Wilson, Joseph		$ 410.00	
Mayzsak, Yancy	$ 200.00		
Mcatee, Carl	$ 965.00		
Mcateer, Debra	$ 110.00		
McBeath, Amanda	$ 70.00		

McBratney, Chantel	$ 510.00		
Mcclellan, Charles	$ 365.00		
Mccord, Nicholas	$ 766.00		
McCorkle, John		$ 70.00	
McCoy, Mike	$ 150.00		
McCrae, Corwin	$ 60.00		
McCray, Thomas	$ 250.00		
Mcdonald, Rhys	$ 210.00		
McDonie, Richard	$ 125.00		
McGinnis, Robin	$ 115.00		
McGregor, Ann		$ 210.00	
McGuire, Phillip		$ 610.00	
Mcinturff, Jacob		$ 310.00	
McKinney, Barry	$ 366.00		
Total this Book	**$ 36,287.45**	**$ 12,214.00**	**$ 48,501.45**
McKinnish, Jason	$ 1,890.00		
McMurray, Matthew		$ 570.00	
McMurray, Roxanne	$ 610.00		
McNamara, Rona	$ 775.00		
McPherson, Busquin	$ 95.00		
McQueary, Patrick	$ 1,020.00		
Meador, James	$ 395.00		
Means, Clowry	$ 3,160.00		
Medicinecloud, Taleah		$ 360.00	
Meek, Michael J.	$ 530.00		
Mehring, Shirley A	$ 360.00		
Mendez, Jorge	$ 485.00		
Mendez-Rojas, Manuel	$ 710.00		
Mendoza, Duane R	$ 770.00		
Mendoza, Jose		$ 435.00	
Mendez, Manuel Ortega	$ 335.00		
Mendoza-Radillo, Jose L.	$ 520.00		
Mercer, Gage P.	$ 770.00		
Metcalf, Shawn	$ 645.00		
Mets, Sean P	$ 1,060.00		
Meyer, David A	$ 140.00		
Meza, Marcelo	$ 235.00		
Mickelson, David L	$ 900.00		
Midgett, William Tyler	$ 20.00		
Mikal, Jude A	$ 125.00		
Milburn, Corey L.		$ 175.00	
Miller, Antione D	$ 1,220.00		
Miller, April G.	$ 210.00		
Miller, Rachel M		$ 100.00	
Miller, Samuel A	$ 260.00		
Mills, Timothy A		$ 980.00	

Mills, Vincent	$ 353.00		
Miramontes, Hugo	$ 90.00		
Misenheimer, Wesley G.	$ 283.00		
Mitchell, Michael L	$ 580.00		
Mitchell, Nathaniel D.	$ 110.00		
Moen, Nicole	$ 50.00		
Molnar Jr, John M.		$ 265.00	
Monreal-Reza, Roberto	$ 90.00		
Montesinos, Leo E	$ 450.00		
Montoya Ernest P.	$ 410.00		
Montoya, Timothy J.	$ 1,100.00		
Mook, Jason	$ 360.00		
Moore, Christopher M		$ 712.50	
Moore, Jeffrey K		$ 660.00	
Moore, Joesaph J	$ 365.00		
Moore, Scotty L		$ 455.00	
Morgan, Garett A.	$ 187.50		
Morgan, Garette A.	$ 1,403.50		
Morman, Sammy E.		$ 360.00	
Morong, Casey M.	$ 410.00		
Morris, Daniel	$ 330.00		
Morse, Michael J.	$ 515.00		
Mosier, Seth B.	$ 110.00		
Moss, Alice D.	$ 230.00		
Moss, Meea L.	$ 2,250.00		
Motton, Earl M.	$ 454.00		
Munden, Marvin	$ 475.00		
Mundorf, Eric S.		$ 30.00	
Munos, Falavio	$ 880.00		
Murphy, Scott L.		$ 224.34	
Murrain, Dean		$ 240.00	
Myers, Jennifer R.	$ 214.90		
Myers, Nicholas J.	$ 410.00		
Myhre, Jason C.	$ 125.00		
Nace, Cody	$ 280.00		
Nall, Jonathon	$ 377.00		
Neadley, Houston Brian	$ 250.00		
Neese, Paul E.		$ 1,055.00	
Nelson, Randy R.	$ 290.00		
Nelson, Tabitha L.		$ 104.00	
Newburn, Terri L.		$ 310.00	
Nielsen, Misty	$ 170.00		
Nielsen, Tom Lee	$ 685.00		
Niles, Welsey J	$ 210.00		
Nock, Jeffrey C.	$ 410.00		
Total this Book	**$ 32,147.90**	**$ 7,035.84**	**$ 39,183.74**

Nolan, Cynthia L	$ 70.00		
Nolen Carla R.	$ 80.00		
Nye, Braddley J.	$ 395.00		
Obannon, Randall	$ 110.00		
Obar III, Arthur P	$ 630.00		
Oconnor, John A	$ 970.00		
Odell, Danny Ray	$ 360.00		
Odom, Angela	$ 230.00		
Oglesbee, William	$ 805.00		
Oien, David W	$ 483.00		
Oldman Jr, Lawrence J	$ 45.00		
Oldman Jr, Lawrence J	$ 545.00		
Olivarez, Luciano C	$ 440.00		
Oliver, Jonathan	$ 410.00		
Oliver, Jonathan I	$ 660.00		
Olson, Austin C.		$ 110.00	
Olson, Darrell E.	$ 110.00		
Oneil, Dawn		$ 792.00	
Oneill, Taylor J		$ 510.00	
Oneill, Terrence B	$ 40.00		
Orozco, Amy L.	$ 790.00		
Osage, Melvin	$ 725.00		
Osborne, Andrew	$ 815.00		
Ossenkop, Brian L	$ 250.00		
Osuna, Dennis	$ 555.00		
Other Bull, Marty	$ 280.00		
Overman, Justin D		$ 210.00	
Owens, Gregory	$ 90.00		
Owns, John Mark	$ 90.00		
Owens, Verna R	$ 510.00		
Paad, Elizabeth C		$ 110.00	
Pace, Brianne	$ 200.00		
Packer, David W	$ 400.00		
Padilla, Marisa L	$ 516.00		
Padilla, Richard	$ 325.00		
Paez, Jesus Manuel Holguin	$ 535.00		
Page-Wolcott, Emmylynn	$ 365.00		
Palato, Jermaine		$ 610.00	
Parker, Shemar L	$ 660.00		
Passer, Wayne	$ 340.00		
Patnaude, John R.	$ 300.00		
Patton, Aneilia	$ 230.00		
Patton, Travis C	$ 120.00		
Paulley, James Allen	$ 240.00		
Paulman, Scott	$ 435.00		
Paulman, Scott G	$ 635.00		
Paulson, Dennis	$ 175.00		

Pavey, James	$ 205.00		
Pecha, Michael	$ 2,005.00		
Pedraza, Francisco	$ 100.00		
Pedry, Phillip J	$ 50.00		
Pellman, Phillip M	$ 425.00		
Peniata, Alesha R	$ 574.00		
Perkins, Kevin	$ 120.00		
Perkins, Theresa	$ 365.00		
Perrine, Janice	$ 340.00		
Perry, Arthur A	$ 80.00		
Perry, Derek V.	$ 460.00		
Perry Steven C	$ 360.00		
Peters, Matthew E	$ 50.00		
Peterson, Lila B	$ 1,075.00		
Peterson, Tyson J.		$ 432.00	
Petts, Alana M	$ 200.00		
Pew, Shenice	$ 35.00		
Pfeifer, Kyle K	$ 360.00		
Phillip, Jason G	$ 60.00		
Phleger, Tori R	$ 140.00		
Pickett, Danny		$ 270.00	
Pierce, Jennifer R	$ 390.00		
Pierce, Roy	$ 1,580.00		
Pines, Jaenell	$ 90.00		
Piper, Charles	$ 1,690.00		
Piper, Marsha		$ 150.00	
Piper, Maurice	$ 2,035.00		
Piper, Teesha M.	$ 150.00		
Pireda-Deleon, Efren	$ 574.00		
Pitstick, Michael	$ 90.00		
Pittman, Jeffrey	$ 135.00		
Plunkett, Todd		$ 210.00	
Polley, Jerry W	$ 110.00		
Pompura, Kenneth D	$ 530.00		
Pomroy, Douglas J.	$ 495.00		
Pope, Jordan C.	$ 530.00		
Porter, Randy	$ 150.00		
Post, Stefany R	$ 855.00		
Potter, Leandra R	$ 310.00		
Poulin, Christina M	$ 65.00		
Poulin, Marylynn	$ 65.00		
Powell, Brad	$ 215.00		
Previe, Timothy J.	$ 90.00		
Price, Robert J	$ 1,090.00		
Prochazaka, Todd A	$ 110.00		
Proudfoot, Kimberly R.		$ 130.00	
Purdin, Samthan	$ 360.00		

Pyke, Destiny	$ 1,100.00		
Quackenbush, Matthe H.	$ 360.00		
Quintana, Eric J.	$ 370.00		
Radke, Harry J.	$ 2,280.00		
Rael, Lou, L.	$ 10.00		
Rahman, Cutis R.	$ 347.50		
Rainbolt, Braydon C		$ 110.00	
Rainey, Cierra J.	$ 350.00		
Total This Book	**$ 39,494.50**	**$ 3,644.00**	**$ 43,138.50**
Ramierez, Cruz,. Hernan	$ 920.00		
Randolph, Trey A		$ 500.00	
Ray, Jessica S.	$ 770.00		
Ray, Tricia	$ 60.00		
Redtail, Jerry J.	$ 90.00		
Reed, Cletus	$ 80.00		
Reents, Derek E		$ 238.00	
Reeves, Jacob S.		$ 360.00	
Rehak, David	$ 585.00		
Reid, Tammy	$ 1,083.00		
Revere, Garrett	$ 1,430.00		
Reyes, Jeffery	$ 1,590.00		
Reynolds, Michelle	$ 485.00		
Rhoades, Samuel E	$ 110.00		
Rhoades, Samuel Eugene	$ 250.00		
Rhoads, Samuel Eugene	$ 110.00		
Richard, Tyler J		$ 720.00	
Richards, James J	$ 330.00		
Richards, Rick	$ 560.00		
Richter, Allen	$ 545.00		
Rickman, Nicholas J.	$ 610.00		
Ridgely, Scott	$ 1,030.00		
Ridgley, Eugene A	$ 1,800.00		
Ridley, Todd M.	$ 105.00		
Rieman, Damon R	$ 110.00		
Rieves, Cody	$ 360.00		
Riley Jr., Dale L		$ 820.00	
Riley, Daniel E	$ 360.00		
Riley, James	$ 150.00		
Robbins, Timothy	$ 561.00		
Roberto, Peter T		$ 970.00	
Robin, Jessica	$ 1,020.00		
Robinett, Glen	$ 135.00		
Robinson, Barbara J.	$ 30.00		
Robinson, Jonathan M	$ 110.00		
Robinson Michael	$ 525.00		
Robinson, Richard	$ 210.00		

Rogers, Jedediah	$ 295.00		
Rogers, Earl	$ 230.00		
Rojas, Salazar	$ 485.00		
Rolon, Jose A	$ 324.00		
Rosales, Jeff L.		$ 410.00	
Rosales, Jeffery L.		$ 610.00	
Rose, Branden K.	$ 530.00		
Ross, Ronald D.	$ 85.00		
Ross, Ronnie D.	$ 60.00		
Roszel, Natalie M	$ 170.00		
Rushing, Steven R.		$ 38.00	
Russell, Donald	$ 174.00		
Russell, Gregory R.	$ 200.00		
Rutherford, Vanessa D	$ 410.00		
Sabella, Joseph	$ 135.00		
Sager, Ladena J	$ 770.00		
Salazar, Andrew		$ 620.00	
Salazar, James	$ 620.00		
Salazar, Jude	$ 1,320.00		
Salazar, Stacy	$ 480.00		
Salisbury, Monte	$ 515.00		
Salisbury, Tandra	$ 255.00		
Sanchez, Billy J.	$ 430.00		
Sanchez, Cameron	$ 42.00		
Sanchez, David J.	$ 820.00		
Sanchez-Martinez, Raul	$ 520.00		
Sanchy, Augustine	$ 335.00		
Sandell, Dawn	$ 195.00		
Sanders, Harold	$ 885.00		
Santillana, Oscar	$ 119.00		
Santos-Paredes, Henry B.	$ 1,290.00		
Sawyer, Robert	$ 1,045.00		
Scarbrough, Robert	$ 90.00		
Scarbrough, Robert L.	$ 110.00		
Schifferns, Curtis N.		$ 110.00	
Schmidt, Reese K	$ 510.00		
Schmidt, Whitney L.	$ 50.00		
Schoonover, Roger C.	$ 1,480.00		
Schroeder, Marcus J.		$ 135.00	
Schoggin, Mitchel	$ 130.00		
Scott, Frances	$ 140.00		
Scruggs, Carlos	$ 320.00		
Sebastian, John	$ 663.00		
Sechrist, Donna L.	$ 410.00		
Selman, David T.	$ 360.00		
Serrano-Alvarado, Daniel Anton	$ 580.00		
Seyfang, Brandon Jacob		$ 410.00	

Shablo, Frank J	$ 151.00		
Total this Binder	**$ 33,847.00**	**$ 5,941.00**	**$ 39,788.00**
Shaffer, Alaya J.	$ 672.00		
Shaw, Brandon G	$ 130.00		
Shaw, Brandon G	$ 410.00		
Shaw, Jimmy L	$ 570.00		
Shaw, Michaela,	$ 660.00		
Sheldon, Jason		$ 1,000.00	
Shelp, Jack J.	$ 200.00		
Shirley, Craig D.		$ 55.00	
Shivler, Lucas	$ 195.00		
Shum, Victoria A	$ 730.00		
Siegel, Tina R.	$ 100.00		
Siepp, Joseph	$ 435.00		
Sierra, Leroy C	$ 440.00		
Sievers, Isaac Dean	$ 50.00		
Sifuentes, Mark	$ 650.00		
Sigler, Dana		$ 740.00	
Siler, Stanley R.	$ 470.00		
Simms, Ryan J.	$ 38.00		
Simpson, Preston Reid	$ 210.00		
Sims, Jerome,	$ 250.00		
Sipp, Marshal L.	$ 250.00		
Sisco, Daniel		$ 435.00	
Sisneros, Solana R		$ 380.00	
Skansberg, Anthon K	$ 1,625.00		
Skansberg, Antony K	$ 100.00		
Skurok, Todd	$ 190.00		
Slafter, Terry C.	$ 1,200.00		
Slagle, Karson L.	$ 116.00		
Slagle, Kirk L.	$ 895.00		
Sleep, Jessie	$ 75.00		
Smith, Benjamin	$ 775.00		
Smith, Donovan	$ 1,105.00		
Smith, Donovan D.	$ 60.00		
Smith, Kent W.	$ 410.00		
Smith, Ronald	$ 630.00		
Smith, Sean Michael	$ 125.00		
Smith, Teri	$ 460.00		
Sneathen, Jason M		$ 410.00	
Snell, Jakob E		$ 110.00	
Snow, Robert	$ 360.00		
Sobolewski, Charles	$ 160.00		
Solberg, Jake	$ 155.00		
Sorensen, Misty C	$ 545.00		
Sosa, Misty R.	$ 2,400.00		

Sothan, Donald R.	$ 1,610.00		
Spang, Dana G		$ 610.00	
Sparks, Randolph D	$ 660.00		
Spaulding, Frances	$ 290.00		
Spencer, Alicia J.	$ 90.00		
Sperl, Casey A.	$ 240.00		
Spillane, John F.	$ 650.00		
Spurlin, Jason		$ 410.00	
St John, Michael D.		$ 670.00	
St Mary, Benjamin	$ 175.00		
Stanley, Dakota	$ 225.00		
Stanley, David		$ 20.00	
Stanley, Luke		$ 215.00	
Stanley, Shawn		$ 495.00	
Starr, Donald R	$ 430.00		
Steed, Kelsey B		$ 30.00	
Steffey, Kirk E.	$ 650.00		
Stegana, Michael J.	$ 485.00		
Stenger, Martin P.	$ 110.00		
Stewart, Rosemary	$ 55.00		
Stiles, Dean		$ 870.00	
Stirewalt, Laura M	$ 250.00		
Storck, Nicole M	$ 410.00		
Stout, Anthony R.	$ 186.00		
Stovall, Joan L.	$ 285.00		
Stovall, Kelly R	$ 520.00		
Sover, Robert E.	$ 145.00		
Strange, Tommy		$ 210.00	
Summers, Scott B.	$ 348.00		
Sundstrom, Eric	$ 185.00		
Stufin, Sanford A.	$ 596.00		
Swain, Cameron	$ 295.00		
Swain, Nathan	$ 995.00		
Sweeting, Clint W	$ 110.00		
Swick, Jerry	$ 60.00		
Swimmer, Anthony D.	$ 870.00		
Swisher, Eli	$ 110.00		
Syring, Amber	$ 220.00		
Tageant, Phillip	$ 295.00		
Total this Binder	**$ 29,396.00**	**$ 6,660.00**	**$ 36,056.00**
Michjael A. Taggart		$ 245.00	
Tallwhiteman, Rysen B	$ 1,390.00		
Taylor, Larry C.		$ 110.00	
Taylor, Nicholas J.		$ 110.00	
Takell, Buck A		$ 395.00	
Teel, Daniel B		$ 520.00	

Teran, Dennis L.	$ 435.00		
Tessler, Linda	$ 345.00		
Tetschner, Spencer C.	$ 970.00		
Theroux, Heather	$ 1,330.00		
Thomas, James B.	$ 340.00		
Thomason, John	$ 530.00		
Thompson, Joshua	$ 60.00		
Thompson, Levar Ellis	$ 165.00		
Thompson, Ronnie	$ 410.00		
Thornburg, Anita S.	$ 785.00		
Thornburg, Colby	$ 895.00		
Thunder Hawk, Ferrol D.	$ 400.00		
Tillman, Delore N	$ 395.00		
Tipton, Jack W.	$ 760.00		
Toddy, Kevin	$ 865.00		
Tomson, James	$ 475.00		
Trimble, Walter A.	$ 295.00		
Triplett, Ronald		$ 410.00	
Trujillo, Timothy	$ 870.00		
Trumbull, Joshua R.	$ 205.00		
Two Two, Peter	$ 250.00		
Unger, Howard	$ 790.00		
Urbina, Denis L.	$ 200.00		
Valdez, Jonior Tomas	$ 450.00		
Valenzuela, John G	$ 495.00		
Valenzuela, Joseph		$ 110.00	
Valenzuela, Rosario	$ 1,350.00		
Valenzuela, Rosario R.	$ 410.00		
Valstad, Eric Scot	$ 90.00		
Van Horne, Andrew J.	$ 110.00		
Van Houten, Kenneth J.		$ 25.00	
Van Ostrand, Cody C.	$ 60.00		
Vanvugt, Mark	$ 220.00		
Vasquez-Sanchez, Ascencion	$ 190.00		
Veeder, Jason		$ 275.00	
Vickers, Russell	$ 105.00		
Vines, Daniel	$ 485.00		
Vines, Daniel P.	$ 145.00		
Vonallmen, Jim	$ 225.00		
Waddell, David	$ 240.00		
Walker, Edward A.	$ 635.00		
Walker, Ricky L.		$ 1,065.00	
Wallin, Jay W.		$ 410.00	
Wallin, Jay Wesley		$ 770.00	
Walmsey, Justin D	$ 25.00		
Wamhoff, Jesse	$ 127.50		
Waner, Steve M	$ 459.88		

Ware, Jeremy S.	$ 100.00		
Warner, Ronald K.		$ 1,265.00	
Warren, Edward R.	$ 660.00		
Warren, Levi F.	$ 90.00		
Warren, Tiffani	$ 620.00		
Washakie, Elizabeth S.	$ 60.00		
Washington, Marshall L.		$ 3,335.00	
Watkins, April	$ 695.00		
Watkins, Jordan D		$ 25.00	
Watson, Dana	$ 120.00		
Watters, Antony	$ 85.05		
Weaver, Gary	$ 180.00		
Webb Jr., William c.	$ 240.00		
Webber, Heide	$ 310.00		
Webber, Todd Lee	$ 290.00		
Weirich, Cassandra		$ 300.00	
Wentz, Charles	$ 55.00		
Wesling, Scott A.	$ 200.00		
Wesso, Darryl A	$ 90.00		
West (Alvarez), James L	$ 180.00		
Westfall, Richard	$ 195.00		
Whalen Jr, Gerald H	$ 50.00		
Wheeler, Korey Steven	$ 220.00		
Whipps, Wallace	$ 45.00		
White, Jeremiah E		$ 100.00	
White, Randy	$ 175.00		
White, Richard	$ 1,140.00		
White, Robert F.	$ 105.00		
Whitney, Shannon	$ 60.00		
Widick, Rebeka B	$ 990.00		
Wierminski, David	$ 90.00		
Wilcox, Dinnis	$ 135.00		
Wilcox, Gerald J.	$ 60.00		
Wilcoxon, Joshua	$ 85.00		
Wilson, Darnell	$ 120.00		
Wilson, David	$ 1,580.00		
Wilson, Harley	$ 5.00		
Wilson, Josheph A	$ 235.00		
Wilson, Patrick A	$ 315.00		
Wilson, Summer Dawn	$ 410.00		
Witzel, Lonnie	$ 435.00		
Wodell, Joshua C	$ 360.00		
Wogan, Jesse J	$ 100.00		
Wood, Samantha L.	$ 206.00		
Woodcer, John	$ 385.00		
Woods, Landon A	$ 100.00		
Worthy, Jerry Allen	$ 130.00		

Yandell, Denis	$ 485.00		
Yarian, Fawn M.	$ 415.00		
Yellowbear, Ryan	$ 465.00		
Young, Ivan Anthony	$ 360.00		
Zilonis, Harriet	$ 395.00		
Zitterkopf, Martha L.		$ 410.00	
Zovala-Mendez, Larry Anthony	$ 110.00		
Total this Binder	**$ 32,918.43**	**$ 9,880.00**	**$ 42,798.43**
Total Each Line	**$ 233,149.85**	**$ 61,838.84**	
Total Overall			**$ 294,988.69**
			$ 294,988.69

CASPER MUNICIPAL COURT
PROCEDURE FOR ACCOUNT WRITE OFF

1. **Step 1:** Pull up all reports for cases for the individual.
    - **a.** Print off all case summaries if in OMNI
    - **b.** Print off all Judgment and Sentence reports if in Justware
    - **c.** If no Judgment and Sentence in case, print citation or information
2. **Step 2:** Check payment schedules for errors
    - **a.** Make sure that the payment schedules represent that which is in the Judgment.
    - **b.** Make sure that all payments made are accounted for in the total due.
    - **c.** Make sure that there are no outstanding bonds that should have been applied to the case, all bonds should be either returned or applied at the end of the case with corresponding documentation, i.e. bond form (not applicable for OMNI, new procedure in bond form implemented 2018)
3. **Step 3:** Print out financials to show if payments have been made or none have been made.
4. **Step 4:** For non-adjudicated cases (ones that do not have J/S) send to City Attorney for review for dismissal.
5. **Step 5:** For adjudicated cases:
    - **a.** Make sure that the individual is not in the custody of the DOC http://wdoc-loc.wyo.gov/
        - **i.** If in custody, print out a copy
        - **ii.** If on probation, contact the probation office in the respective county and let them know that they have an outstanding balance with the municipal court and do not proceed with write off.
        - **iii.** If in the penitentiary, the General Rule (G/R) is that they will serve ½ of their bottom number (e.g. 2 years-4 years so 1 year in prison) so determine what their bottom number is on the website above.
            1. <3 years send a letter to them at their respective penitentiary facility letting them know that they have an obligation to the municipal court and leave their warrant active.
            2. >3 years proceed with write off and send them notice to their respective penitentiary facility.
                - **a.** Policy argument for this principle: Once someone has been in the prison system for a long amount of time the more difficult it will be for them to get a job once they are a felon and are released. In addition, the longer the prison term the more serious the nature of the offence and the increase in likelihood of other programming which they will have to do which will decrease their ability to pay substantially.
                - **b.** Print off DOC information and attach to write off paperwork.
    - **b.** Look online for an obituary
        - **i.** If an obituary, print out and attach to case, proceed with write off.
    - **c.** Use social media to determine the potential location of the individual

        i. Individuals give way too much information on social media, and it is extremely likely of being able to determine their approximate location.
        ii. Casper/surrounding area
            1. Proceed with collection
        iii. Outside of Natrona County
            1. Do a cost/benefit analysis of extradition vs. how much the individual owes
        iv. Look at potential contacts in Casper (i.e. if their parent lives here, they are likely to return, vs. if they were passing through they are less likely to return)
    d. Look at age of case
        i. There is no hard and fast rule here, the older the case is the less likely of being able to collect the amount, so this is just one factor that must be taken into account with all of the others.
    e. Ability to pay information
        i. If there is any ability to pay information in the case file, that is also taken into consideration.
6. **Step 6:** Make sure that there are no outstanding bench warrants
    a. If there is an outstanding bench warrant, get signed motion and order quashing bench warrant if the amount is deemed uncollectable.
    b. Make sure that if warrant is being quashed that it is pulled from the system by contacting the PD and dispatch.
7. **Step 7:** Include order to waive fines, fees, and restitution (if applicable).
    a. **DO NOT INCLUDE ORDER TO DISMISS THE CASE.** The conviction needs to still show up on the individual's record, the fines and fees will just not be collected.
8. **Step 8:** Add in alphabetical order to the binder and log into running total in spreadsheet.

STATE OF WYOMING	)	IN THE MUNICIPAL COURT
	)ss.	
COUNTY OF NATRONA	)	FOR THE CITY OF CASPER
		Docket No. _____
		_____
		_____
		_____
		_____

THE CITY OF CASPER,	)
	)
Plaintiff,	)
	)
vs.	)
	)
_____	)
	)
Defendant.	)

ORDER OF WAIVER OF REMAINING FINES AND COSTS

THIS MATTER, having come before the court and the Court having been advised of the facts and circumstances of the case, shall deem the ability of the Defendant to be pursued for the residual amounts in the above captioned case(s) to not be in the best interests of justice.

THEREFORE, IT IS HEREBY ORDERED any remaining fines and costs to be waived in the above captioned case(s), and the case(s) closed.

ORDERED BY THE COURT, this_____ day of _____, 2019.

BY THE COURT:

_____

Municipal Court Judge

May 28, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director
Pete Meyers, Assistant Financial Services Director
Connie Arnold, Finance Supervisor

SUBJECT: Authorize the discharge of $9,589.69 uncollectible accounts receivable balances, aged between the date of January 1, 2014 and March 31, 2014, including a more recent bankruptcy.

Meeting Type & Date
Regular Council Meeting
June 18, 2019

Action type
Minute Action

Recommendation
That Council, by Minute Action, authorize the discharge of $9,589.69 of uncollectible accounts receivable balances, aged between the dates of January 1, 2014 and March 31, 2014, including a more recent bankruptcy.

Summary
Wyoming State Statute 16-4-502 specifies that amounts owed to the City can be discharged by the City Council upon certification of those accounts to the City Council by the City Manager. The accompanying list meets the certification requirement, which requires that an account be uncollectible by means of collection efforts being exhausted, death, or bankruptcy. Staff has cross referenced the current utility accounts, payroll, and accounts receivable database for names and addresses as a final review.

Staff is always reticent to release any debt as uncollectible. After sixty days of pursuit by City Staff, unpaid debts are referred to a private collection agency. But after five years of collection effort, these debts have not been collected. It has become exceedingly unlikely that additional effort expended on collection will result in any additional payments.

The attached accounts receivable list shows all amounts owed up to March 31, 2014. This proposed discharge maintains five (5) years of accounts receivable on the aged trial balance, supporting staff's current workflow to continually clear up bad debt. The total balance of $9,589.69 is certified for discharge.

Financial Considerations
The accounts requested to be discharged will have no financial impact to the City's reported financial results. The City adjusts bad debt expense at the end of each fiscal year, and because the proposed accounts for write-off are five (5) years old, they have been previously recognized.

Oversight/Project Responsibility
Connie Arnold, Finance Supervisor

Attachments
Summary Table – Fund breakdown of the Uncollectible Accounts Receivable Discharge List.
City of Casper Uncollectible Accounts Receivable Discharge Listing – Up through 03/31/14.

CITY OF CASPER

UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE
as of March 31, 2014
Includes a more recent bankruptcy

Summary Table

Discharge Reason	Water Distribution	Wastewater Collection	Refuse Collection	Total Amount
Collection Efforts Exhausted	$4,991.42	$2,162.14	$2,055.36	$9,208.92
Bankruptcy	100.63	75.8	50.01	$226.44
Estate Liquidation	82.4	53.86	18.07	$154.33
Total	$5,174.45	$2,291.80	$2,123.44	$9,589.69

CITY OF CASPER

UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE
As of March 31, 2014
Includes a more recent bankruptcy

Listing by Account Holder

ANDERSON, BOB	06-Jan-14	129.83	Collection Efforts Exhausted
ARNOLD, KELLY	27-Mar-14	140.42	Collection Efforts Exhausted
BAIRD, APRIL	07-Feb-14	67.49	Collection Efforts Exhausted
BISHOP, LYLE	20-Jan-14	69.1	Collection Efforts Exhausted
BORING, RACHEL	04-Mar-14	95.78	Collection Efforts Exhausted
BROWN, MICHEAL	10-Jan-14	169.83	Collection Efforts Exhausted
BUCKLEY, FAULINE	10-Mar-14	113.99	Collection Efforts Exhausted
CADY, KALANI	27-Mar-14	76.33	Collection Efforts Exhausted
CARLSON, TYLER	21-Feb-14	258.99	Collection Efforts Exhausted
CENTENNIAL OXFORD	31-Jan-14	273.04	Collection Efforts Exhausted
COHEE, THERESA	17-Mar-14	25.61	Collection Efforts Exhausted
COLPITTS, GRACE	17-Mar-14	85.38	Collection Efforts Exhausted
COOPER, JAMES	21-Mar-14	60.42	Collection Efforts Exhausted
COSTAN, TERESA	11-Feb-14	30.95	Collection Efforts Exhausted
COURTADE, MICHELLE	25-Feb-14	292.73	Collection Efforts Exhausted
DALEN, JOANN	28-Jan-14	15.84	Collection Efforts Exhausted
DAY, DANTE	02-Jan-14	102.28	Collection Efforts Exhausted
DEWEY, LEYA	24-Feb-14	89.26	Collection Efforts Exhausted
ELIOT, M. J.	24-May-17	226.44	Bankruptcy
ELLIOTT, VINCENT	25-Mar-14	103.14	Collection Efforts Exhausted
ERICSON, ERIN	18-Mar-14	87.02	Collection Efforts Exhausted
ESHELMAN, SHEENA	07-Mar-14	41.09	Collection Efforts Exhausted
FRANKLIN, TROY	23-Jan-14	44.17	Collection Efforts Exhausted
FREUDENSTEIN, ASHLEY	15-Jan-14	136.49	Collection Efforts Exhausted
GOOD, JAMES	28-Mar-14	27.56	Collection Efforts Exhausted
GOUDIE, DEREK	18-Feb-14	162.87	Collection Efforts Exhausted
GRIFFIN, BLAKE	03-Jan-14	32.8	Collection Efforts Exhausted
GRIMES, LEE	07-Jan-14	868.83	Collection Efforts Exhausted
GRUBBS, GERMALYN	18-Feb-14	47.45	Collection Efforts Exhausted
HAWKEN, SETH	07-Mar-14	46.18	Collection Efforts Exhausted
HENDRICKS, KATHE	12-Feb-14	91.2	Collection Efforts Exhausted
HEWITT, JAMES	06-Mar-14	37.71	Collection Efforts Exhausted
HICK, ANGELA	17-Jan-14	20.92	Collection Efforts Exhausted
HYDE MOTOR SPORTS	30-Jan-14	140.96	Collection Efforts Exhausted
JACKSON, KRISTY	07-Jan-14	121.92	Collection Efforts Exhausted
JOHNSON, MICHELLE	28-Mar-14	231.35	Collection Efforts Exhausted

JOHNSON, SONJIA	31-Jan-14	76.24	Collection Efforts Exhausted
JOLLEY, CINDY	07-Jan-14	126.24	Collection Efforts Exhausted
JUAREZ, ROLAND	03-Mar-14	15.36	Collection Efforts Exhausted
KERNAN, PATRICK	19-Mar-14	92.7	Collection Efforts Exhausted
KING, ROBERT III**	03-Jan-14	136.61	Collection Efforts Exhausted
KNIGGE, JASON	30-Jan-14	155.55	Collection Efforts Exhausted
LAMORIE, HAILIE	06-Mar-14	126.17	Collection Efforts Exhausted
LICK, JULIA	05-Mar-14	348.67	Collection Efforts Exhausted
LOWDER, BRIAN	07-Mar-14	294.09	Collection Efforts Exhausted
MARTINEZ, DANIEL	03-Mar-14	95.55	Collection Efforts Exhausted
MCALISTER, AMANDA	19-Feb-14	254.99	Collection Efforts Exhausted
MCCALLISTER, JENNIFER	07-Mar-14	154.33	Deceased
MCJILTON, JASON	14-Jan-14	14.9	Collection Efforts Exhausted
METZLER, ROBERT	28-Jan-14	42.01	Collection Efforts Exhausted
MICHAEL, GARY	06-Feb-14	76.04	Collection Efforts Exhausted
MIECH, CLAYTON	14-Jan-14	255.71	Collection Efforts Exhausted
MILLER, AMBER	13-Jan-14	35.71	Collection Efforts Exhausted
MORRISON, IVY	12-Feb-14	26.59	Collection Efforts Exhausted
MUSTAIN, TIFFANY	31-Jan-14	65.78	Collection Efforts Exhausted
MYRON, CHAD	27-Mar-14	160.24	Collection Efforts Exhausted
ODIN, NEVADA	22-Jan-14	154.86	Collection Efforts Exhausted
PADILLA, COSME	06-Jan-14	5.4	Collection Efforts Exhausted
PEREZ, SANDRA	26-Feb-14	69.52	Collection Efforts Exhausted
PEREZ, TERESA	22-Jan-14	8.85	Collection Efforts Exhausted
PETERS, PAMELA	07-Feb-14	94.33	Collection Efforts Exhausted
PETERS, SUSAN	03-Feb-14	109.57	Collection Efforts Exhausted
POITRA, DANE	06-Feb-14	87.7	Collection Efforts Exhausted
REEVES, JOHNATHON	14-Feb-14	95.32	Collection Efforts Exhausted
RIEKER, DAVID	06-Mar-14	334.93	Collection Efforts Exhausted
ROBERTS, AMANDA	03-Mar-14	43.03	Collection Efforts Exhausted
ROBERTS, CANDACE	03-Feb-14	187.46	Collection Efforts Exhausted
ROSS, LAURIE	19-Feb-14	83.11	Collection Efforts Exhausted
SANCHEZ, BREANNA	23-Jan-14	52.2	Collection Efforts Exhausted
SCHIERENBERG, A.	07-Mar-14	37.31	Collection Efforts Exhausted
SCHRADER, HELEN	26-Mar-14	24.04	Collection Efforts Exhausted
SIKES, MICHAEL	27-Jan-14	127.6	Collection Efforts Exhausted
SPEIR II, WAYNE	14-Mar-14	29.21	Collection Efforts Exhausted
TAYLOR, CHRISTOPHER	03-Feb-14	18.77	Collection Efforts Exhausted
UNITED PAWN	14-Mar-14	72.79	Collection Efforts Exhausted
VANARSDALE, HOLLI	20-Mar-14	42.9	Collection Efforts Exhausted
WASHINGTON, MEGAN	28-Feb-14	176.93	Collection Efforts Exhausted
WATERS, COURTNEY	11-Feb-14	114.48	Collection Efforts Exhausted
WEBB, J B	04-Mar-14	17.31	Collection Efforts Exhausted
WEIR, KARISSA	24-Jan-14	108.05	Collection Efforts Exhausted

WESTFALL, TAMMY	27-Jan-14	104.46	Collection Efforts Exhausted
WHISLER, NICOLE	24-Jan-14	104.82	Collection Efforts Exhausted
WINTERS, JOHNLENA	20-Mar-14	6.37	Collection Efforts Exhausted
ZELLER, ADAM	07-Jan-14	136.35	Collection Efforts Exhausted
ZELLER, TRISHA	19-Mar-14	23.17	Collection Efforts Exhausted

June 4, 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 Side Loading, 27 Cubic Yard, Sanitation Truck in the Total Amount of $301,838.00, Before Trade, for Use by the Solid Waste Section of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
June 18, 2019

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of one (1) new side loading 27 cubic yard sanitation truck from CMI TECO, Casper, WY to be used in the Solid Waste Section of the Public Services Department, in the total amount of $301,838.00, before trade.

Summary
On May 31, bids were publicly opened for one (1) new side loading 27 cubic yard sanitation truck, three (3) bids were received. The sanitation truck will be used for residential collection of refuse.

Solid Waste has developed a replacement schedule for their commercial refuse trucks to be replaced every year as far out to the year 2039. Currently, there are nine (9) side load vehicles that alternate daily on five (5) residential routes. This alternating schedule allows time for trucks to be cleaned, maintained, and serviced on their off days. The side load that is being traded for this purchase is unit #222263, a 2013 MACK. It has met all criteria needed to be considered for trade.

Three (3) options were written into the bid specification for vendors to provide pricing on. One option was to include pricing for a five (5) year 100,000 mile total vehicle warranty. The second option was for a five (5) year 100,000 powertrain and after-treatment only warranty. The third option was for a no less than two (2) year body and hydraulic warranty.

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	Option	Trade	Net Cost
(1) New Side Load	Ameri-Tech	NO BID	1- NO BID	NO BID	NO BID

Bid Item	Vendor	Bid Amount	Option	Trade	Net Cost
Sanitation Truck	Casper, WY		2- NO BID 3- NO BID		
(1) New Side Load Sanitation Truck 2020 MACK LR64	CMI TECO Casper, WY	$301,838.	**1- $12,365** 2- $5,700 3- $11,068	$35,000	$279,203
(1) New Side Load Sanitation Truck 2019 Autocar ACX64	Floyd's Truck Casper, WY	$318,026	1- NO BID 2- $5,000 3- $11,068	$35,000	$283,026

The recommended purchase of the side load sanitation truck and the five (5) year 100,000 mile total vehicle warranty from CMI TECO, Casper, WY complies with the intent of all specifications.

Financial Considerations
This purchase was approved in the FY19 adopted budget and is funded by Solid Waste capital funds.

Oversight/Project Responsibility
This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent in the Public Services Department, after the equipment is received.

Attachments
Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
(307) 235-8410
May 9, 2019

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Fleet Office, Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 3:00 p.m., May 31, 2019** for the following:

ONE (1) new side-loading, 27 yard, sanitation truck.

This unit will be used by the Solid Waste Division of the Public Services Department; unit must have the minimum specifications of:

General Specifications: It is the intent of this specification to specify the minimum requirement for the furnishing and delivery of one (1) new side-loading, 27 yard, sanitation truck. The unit shall be new and have less than one hundred fifty (150) hours. This unit shall be less than twelve months old, with full factory warranty. 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.

	ITEM	MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
1.	GVW	Manufactured in the USA 66,000 pound minimum. Certified GVW Cab and Chassis.	_____
2.	Wheel Base	Shall be compatible with a 27 cu. yd. McNeilus Zero Radius side-loading body. Minimum acceptable wheel base shall not be less than 200". Equipment supplied shall provide proper weight distribution when truck is loaded.	_____
3.	Cab to Axle	206" useable minimum. Shall be compatible with a 27-yard McNeilus Zero Radius side-load body (see body required specifications.) It shall also provide proper weight distribution when truck is loaded.	_____
4.	Frame	35 SM, 120,000 psi, double-channel rails after frame shall be a minimum of 96". Frame shall extend 5' behind suspension for hinge point of body. R.B.M. 2,075,000 in-lb. Deep frame section 3,200,000 in-lb. (minimum). Bolt-on extensions will not be accepted.	_____
5.	Diesel Engine	Current year production model diesel engine. 2020 emission compliant, 345 gross horsepower or	_____

	ITEM	MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
		greater, torque 1,250 ft. lb. @ 1,100-1300. Engine block heater. Intake air pre-heater. Shall have a Davco 382 heated fuel/water separator.	
6.	Power Take-Off Front-Mount Pump	Set up for front mount off engine crankshaft. Pump air actuated from inside of cab. Pump limiter shall be connected to engine computer not external over-speed box. Pump will be set to kick out at truck speed of 18 to 20 MPH with manual restart. Truck supplier shall work with body supplier on this function. Pump to be located behind front bumper.	
7.	Cooling System	Coolant hoses – shall be silicone rubber including heater hoses. Heavy-duty radiator shall be protected to -34° F with year round extended life coolant. An integral transmission cooler shall be provided. Coolant recovery tank provided to maintain necessary operating temperatures @ 5,500 ft. elevation, with 100+ degree daytime temperatures.	
8.	Transmission	Fully automatic, 6-speed Allison H.D. 4500-RDS-6 Rugged Duty Series Gen. 5. The transmission controls shall be Allison electronic pushbutton with shift shock eliminator. Controls shall be on right hand side of cab.	
9.	Axles	Front - 20,000 lbs. capacity (minimum). Front axle shall have a minimum setback comparable or equal to current City of Casper sanitation trucks. Notice to Bidders: Truck must be delivered, equipped, and bid with a 27 yard side-load refuse body. Rear - 46,000 lbs. capacity (minimum). Spring suspension type with inter-axle lock and full wheel lock, or equivalent, top speed not to exceed 70 MPH.	
10.	Springs	Front - 20,000 lbs. ground capacity (minimum). Heavy duty double acting shock absorbers. Rear - 46,000 lbs. ground capacity (minimum). Shall be top spring configuration. Mack M-Ride or equivalent.	

ITEM		MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
11.	Tires and Rims	Front - 315/80R22.5, 20 ply, G751 or equivalent tread pattern, Goodyear on 22.5 x 13 stud piloted wheels Rear - 11R 22.5, 20 ply, G622 RSD, Goodyear on 22.5 x 8.25 inch stud piloted wheels. If available. One (1) spare front tire and rim, and one (1) spare rear tire and rim for the truck. Note: Tires and rims are to meet the required GVW rating regardless of specification. Wheel color will match that of the body.	
12.	Brakes	Meritor Air Disc Brakes front and rear or equivalent. Meritor brand automatic slack adjusters with removable pawl for adjustment. Rotors, Brake Pads, compressor, and accessories as required shall meet all Federal Motor Vehicles Safety Standards. Low air pressure buzzer and light. A Meritor Wabco air dryer (ADIP) with heater. Air tanks shall be steel (DOT) approved with petcock drain valves. Auto drain valve on heated supply tank.	
13.	Cab	Two (2) man, **LOW ENTRY**, cab-over design with tilt cab, steel body front of door hinges, power windows both sides. **Single step entry (ground to step) step to floor. No additional steps will be accepted. Floor of cab and single step must both be enclosed in cab. No external step will be accepted.** High visibility tilt cab with "B" pillar wrap around corner windows, and outer grab handles for ease of ingress and egress on both driver and passenger sides. **Right hand side operator configuration.** Both driver and passenger seats shall be National 2000 triple lumbar, air ride suspension seats or an approved equal. They shall be mounted on the left and right sides of cab. Engine cover shall be recessed or low profile to accommodate the ergonomic positioning of the loader controls. Insulated rubber floor mat. Safety glass in all windows. Arm rests left and right.	

ITEM		MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
		Two (2) belt-type seatbelts. Dome light door operated.	
		H.D. cab trim.	
		AM/FM/CD Bluetooth radio.	
		Front and rear mud flaps. Steel guard in front of rear duals.	
		Power Door locks if available.	
		Electric or air operated cab jack with manual backup.	
		Air Conditioning—Factory installed OEM style and 2 dash mounted auxiliary air circulation fans.	
14.	Steering	Steering shall be heavy-duty power steering at right side operator position in cab. Steering tilt and telescoping adjustment.	
15.	Fuel Tank	Left side mounted steel, 50 gallon minimum capacity, DOT approved with shut-off valve. Mounted as far forward as possible. Contact body supplier for placement. Do not mount fuel tank or DEF tank under clean-out doors/troughs.	
16.	Electrical	12 volt neg. ground.	
		165 amp alternator.	
		Three (3) 1,000/3,000 CCA batteries.	
		Five (5) LED amber marker lights on cab.	
		Body will have LED lighting, chassis and body shall be compatible.	
		Dimmer switch on steering column. Turn signals with four-way emergency flashers.	
		Three sets of keys.	
		BATTERY SHUT-OFF SWITCH: easy to see and easy to access.	

	ITEM	MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
		Backup alarm system 107dB SAE Type B fully sealed and wired into vehicle backup system. All lighting shall be LED where available.	
17.	Mirrors	Two (2) bracket mirrors, LH/RH motorized and heated, stainless steel clamp on type both left and right hand. Shall be breakaway type and both mirrors will have an 8" circular convex mirror attached below lower arm.	
18.	Exhaust System	Must meet all federal standards and be installed to accommodate the 27 cu. yd. McNeilus Zero Radius side-loading refuse body. To be 2020 emission certified, SCR catalyst type, passive regeneration system and to be equipped with proper protection to prevent burns (exhaust shield). Perforated exhaust extension mounted on top of exhaust pipe.	
19.	Gauges and Indicators in Cab	All critical controls required to operate the vehicle from the right operator location. Gauges to be mounted on right hand side of cab. Oil pressure Inter-axle differential lock indicator light Volt meter Air restriction indicator on air cleaner Regeneration initiate/inhibit switch Water temperature Transmission temperature Hour meter Air pressure (dual) with air parking brake, both RH & LH Tachometer (electric) Electric speedometer/odometer Fuel Gauge Key activated ignition switch.	

ITEM		MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
		Light, buzzer warning on oil pressure, high water temperature, low air pressure	
20.	Paint/Color	Cab: DuPont 51304 burgundy. Body: DuPont P9188, high gloss white, with 8" diagonal, DuPont 51304, burgundy stripe.	
21.	Mud flaps	Rear: Required (steel) in front of rear and (rubber) behind rear wheels. Front: Behind wheels and 8" whiskers attached to the outside of the front steer fender well.	
22.	Accessory Equipment	The following equipment, whether or not considered standard, shall be furnished with each unit: Heavy-duty, two-speed (minimum), fresh air heater with defroster, 40,000 BTU with engine mounted shut-off valve. Right hand mounted controls. Two-speed, dual, electric windshield wipers, intermittent type with windshield washer. Dual sun visors. Fire extinguisher, 5 lb. ABC dry chemical type. Mounted by City.	
23.	Miscellaneous	Safety equipment and all lighting shall be as required to meet Federal, State of Wyoming, and OSHA regulations. Full set of roadside triangles mounted. The winning vendor shall supply 2 complete sets of filters for each unit. **(All required filters)** **List options and pricing for extended warranties on chassis.**	
SPECIAL NOTE:		Components that require regular service shall be easy to access. Air dryer, oil filters, fuel filters, hydraulic tank shut-off, etc. Transmission removal shall not require removal of air tanks or air dryers. Hydraulic tank shall not be mounted under cleanout doors/troughs. Hydraulic pump and PTO removal shall not require removal of spacer components or	

ITEM	MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
	transmission dismounting. Truck to be "Mechanic Friendly".	
24. Diagnostic Software and Service Manuals	Two copies of manufacturer's service diagnostic software from truck manufacturer and two copies of service diagnostic software from side-load body manufacturer. If required, any hardware needed to operate the diagnostic software. 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 truck and body being sold) or an approved digital version of the above stated manuals. NO EXCEPTIONS.	
25. Body Construction	The body shall have a capacity of 27 cubic yards, including the capacity of the hopper. Shall have factory installation on new chassis. Full eject only (Multistage with Excalibre nitride rods). Curved shell high-compaction body, includes mounting. DuPont P9188, high gloss white, with 8" diagonal, DuPont 51304, burgundy stripe. ANSI and FMVSS compliance. Backup Alarm 107db minimum. Simultaneous load and pack. Pack on the run. In-cab control panel with rocker switches or sealed switch panel and universal symbols. User friendly, angled so operator can operator and maneuver easily. Electronic microprocessor controls with diagnostic readout. Ten (10) micron, 100% hydraulic fluid filtration. Two pack cycle counters, one re-settable, one non-resettable. Bolt-on under ride.	

ITEM		MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
		Tailgate seal, 60" above floor level (standard).	
		Steel mud flaps, forward of rear tire. In front of rear wheels.	
		In-cab body packed out "power packing" indicator.	
		Body Floor: 3/16" AR200	
		Body Sides: AR450 and AR200	
		4 rows of body retention teeth.	
26.	Hopper	The hopper shall have a minimum 4.8 useable cubic yards.	
		Hopper floor: The hopper floor shall be constructed of ¼" AR400 with 3/16" AR400 hopper wall.	
		Hopper Sides: 3/16", AR400 High Strength Steel.	
		The hopper shall have an automatic Steel Hopper Cover. Operated open and closed from within the cab.	
27.	Tailgate	Tailgate seal to be 60" above floor level.	
		Tailgate visual indicator tabs.	
28.	Arm Assembly	Hydraulic pilot operated spool valves, electric over hydraulic proportional controls.	
		Easy squeeze grip system reducing container damage.	
		Joystick main arm control on main console with ground accessible rocker switches under right hand of seat.	
		Arm not stowed, in-cab light and delayed buzzer warning. Arm out lamp mounted on chassis dash. Arm Assembly=Grade 500B tube, Zero Radius.	
		Interlock, cannot open grippers with arm in raised position.	
		Fully hydraulic arm cushioning.	

ITEM	MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
	Two arm cycle counters, one re-settable and one non-resettable.	
	Zero Radius 550lb capacity with 12-foot reach, capable of collecting both residential and commercial carts with no kick out. (90 gallon to 450 gallon containers without the need to change grip arms with an air grip plunger.)	
	Remote grease line ¼" Korilla hose or comparable for pack cylinders.	
	Remote grease lines ¼" Korilla hose or comparable to tailgate cylinders.	
	Remote grease line ¼" Korilla hose or comparable to arm lift cylinder base.	
	Remote grease lines required for any part that requires weekly grease points if unable to be reached from ground level or requires a creeper. ¼" Korilla hose or comparable. Lubecore automatic greaser or comparable.	
29. Hydraulics	PTO driven tandem piston pump.	
	Front pump. Standard enclosure – no front pump cover or pump extending past front bumper.	
	Operate at idle pump (low RPM high speed arm) 6-8 second cycle @ 800 RPM.	
	Single speed-lift arm control.	
	High speed packer (low RPM). (FE) 16 second packer cycle speed @ 800 RPM.	
	Automatic hydraulic operated oil heater.	
	Hydraulic Fluid cooler mounted body comparable to other City of Casper units.	
	Filter bypass warning – shut down. Shut down system provides audible and visual warning of bypassing filter with increasing severity. Low oil warning and shut down. Shut down system provides audible and visual warning of bypassing filter with increasing severity.	

ITEM		MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
		High temperature hydraulic fluid warning and shut down. Shut down system provides audible and visual warning of bypassing filter with increasing severity.	
		Protective hose covering: Wear resistant Cordura or equivalent sleeves locations:	
		All hydraulic pressure hoses exposed to chafing and/or present spraying hazard.	
		Hydraulic pressure hoses from chassis to body.	
30.	Lubrication	Remote grease lines required for any part that requires weekly grease points if unable to be reached from ground level or requires a creeper. ¼" Korilla hose or comparable. Lubecore automatic greaser or comparable.	
		Remote grease line ¼" Korilla hose or comparable to pack cylinder bearing.	
		Remote grease line ¼" Korilla hose or comparable to tailgate cylinders.	
		Remote grease line ¼" Korilla hose or comparable to arm lift cylinder base.	
31.	Gripper/Cylinders	Universal/commercial spring steel Gripper for 30-450 gallon carts. Residential belt gripper for 30-100 gallon carts.	
		Pin-on or bolt on gripper connection adapter.	
32.	Controls	To be installed for right hand drive operation.	
		Joystick main arm control on main console.	
		Joystick hold-to-run removed.	
		Arm out lamp, mounted on chassis dash.	
33.	Lights & Paint	LED 4" stop/tail/turn and reverse lights.	
		Three Work lights: One hopper and two lift arm area.	

ITEM		MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
		Flood light options: 2 rear flood lights, high mount on tailgate. Reverse activated. Two side body reverse flood lights mounted on fenders. Reverse activated.	
		Four smart lights, amber lights (combination turn signal, alternating flashers).	
		(NOTE: All lighting to LED where applicable)	
		Black paint on all attaching components on the chassis.	
		DuPont P9188, high gloss white, with 8" diagonal, DuPont 51304, burgundy stripe.	
34.	Miscellaneous Requirements	Auto neutral-lift arm activated (operate-at-idle). Chassis must be programmed correctly.	
		Arm restraint, system automatic.	
		Clean out tool – right hand.	
		Shovel holder – RH horizontal.	
		Toolbox, 18x18x24 – mounted on LH frame rail.	
		Tailgate visual indicator tabs.	
		Convex mirrors: right hand side, top view of dumping cart, left hand side lower view.	
		Fire extinguisher with bracket (10 lb.).	
		Protective hose covering: Wear resistant Cordura or equivalent sleeves locations:	
		All hydraulic pressure hoses exposed to chafing and/or present spraying hazard.	
		Hydraulic pressure hoses from chassis to body.	
		Tailgate cylinder hoses.	
		All lift arm pressure hoses.	

ITEM		MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
		Quad Camera System w/ 7" LCD display and cable. Mounted in the top right of windshield. Wireless camera system is preferred if available. Cameras to be installed: 3 on tailgate, one middle high and 2 on each side of tailgate 180 degrees rear view vision, one in hopper view. Automatic Camera Switching during operation of the loading cycle and auto switch when truck is in reverse.	
35.	Diagnostic Software	Two copies of manufacturer's service diagnostic software from Truck Manufacturer and two copies of service diagnostic software from side-load body manufacturer. If required, any hardware needed to operate the diagnostic software.	
36.	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 truck and body being sold. NO EXCEPTIONS. Two (2) complete custom sets of SCHEMATICS for all electrical lines, hydraulic lines, and air lines (made specifically for truck and body sold being sold.) or an approved Digital version of the above stated manuals and schematics. NO EXCEPTIONS.	
37.	Warranty	Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12 month period. Provide minimum of one full day of on-site training specific to exhaust system during warranty period. One training must be included in delivery. **Include options for extended warranties and pricing.**	
38.	Delivery	Truck shall be delivered with a full tank of fuel, properly blended for the weather conditions if required. Diesel fuel to be at least the minimum requirements of blended #2/#1 diesel fuel with proper additives to correspond with climate conditions. A copy of the order confirmation to be provided upon completion of order.	

ITEM	MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
	Original title shall be provided within 30 days of unit delivery to 1800 E. K St. Casper, WY 82601. Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.	
	The vehicle temporary permit/registration will be valid for 45 days after the unit is complete, operable, and placed into service by the city.	
	If the temporary permit expires before the vehicle is complete and operable, the dealer shall provide another temporary permit or legal temporary plates until the vehicle is permanently licensed.	
	The winning vendor will bid and deliver 1 chassis equipped with 27 yard side-load body as specified in specifications.	
	Provide minimum of one (1) full day of dealer training and orientation on-site for City drivers and mechanics.	
	Trade-in vehicle will NOT be released for up to 60 days after delivery of new vehicle or until the new truck operates to the satisfaction of the City, whichever is sooner.	
	The winning vendor shall deliver a comparable chassis and Side-loading body rental at no charge if the truck is non-operable for more than 36 hours due to manufacturer defects or failures of the chassis or body for a minimum of one (1) year after delivery.	
	Piggy back option to be included to purchase more units at the bid price for up to 120 days after the delivery of this unit from this order.	

NOTE: These forms may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the quote, and if in the opinion of the City of Casper, the quote complied with the intent of the specification. Should funding be inadequate to cover the items quoted, all quotes 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 307-235-8245

PROPOSAL FOR FURNISHING
ONE NEW SIDE-LOADING, 27 YARD, SANITATION TRUCK
FOR THE SOLID WASTE DIVISION OF
THE PUBLIC SERVICES DEPARTMENT

Proposal of (Name)_____
(Address)_____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated May 9, 2019.

BID ITEM:_____
Description:_____

Make and Model:_____
Federal Certified GVW:_____

I. Price bid for one new side-loading, 27 yard, sanitation trucks, as specified $_____

II. Trade-in allowance for Unit #222263, 2013 Mack 49,751. VIN 1M2AU02CXDM007905 $_____

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. 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.

VI. Options:

I. Extended warranty for no less than 5years 100,000 miles, full vehicle. $_____

II. Extended warranty for no less than 5 years 100,000 miles, Powertrain and after-treatment only. $_____

III. Extended warranty for no less than 2 years for body and hydraulics (to include cylinders) $_____

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, a certified, or a cashier's check made payable to the City of Casper, Wyoming, in an amount of 5% of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days_____%; 30 Days_____%.

Submitted By: _____Title:_____Date:_____

Signature:_____Phone:_____

CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE NEW SIDE-LOADING, 27 YARD, SANITATION TRUCK
(Approved by the City Attorney, 2014)
Dated the 9th Day of May, 2019

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond, if the bid is for more than one hundred and fifty thousand dollars ($150,000), with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET OFFICE, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

June 4, 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 Front-End Loader, in the Total Amount of $145,761.00 for Use by the Solid Waste Section of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
June 18, 2019

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of one (1) new front-end loader, from Wyoming Machinery, Casper, WY to be used in the Solid Waste Section of the Public Services Department, in the total amount of $145,811.00.

Summary
On May 31, bids were publicly opened for one (1) new front-end loader, two (2) bids were received. The front-end loader will be used in the newly constructed Materials Recovery Facility (MRF).

The new MRF building has been under construction throughout the past year and is scheduled to be opened in August, 2019. An MRF is a specialized plant that receives and separates recyclable materials. The new loader will transport and separate all materials that come through the facility. There is no trade for the new front-end loader.

An option in the bid specification was to include pricing for a five (5) year total machine warranty (to include parts, labor, and field service mileage) agreement to include providing backup equipment free of charge. There is funding available to move forward with this option, which is preferred.

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	Option	Net Cost
(1) New Front-End Loader/CAT 906	Wyoming Machinery Casper, WY	$145,761.00	$50.00	$145,811.0

Bid Item	Vendor	Bid Amount	Option	Net Cost
(1) New Front-End Loader/JD 244L	Honnen Equipment Casper, WY	$151,500.00	$0	$151,500.0

The recommended purchase of the front-end loader from Wyoming Machinery, Casper, WY complies with the intent of all specifications.

Financial Considerations
This purchase was approved in the FY19 adopted budget and is funded by Solid Waste Baler Building Equipment Funds.

Oversight/Project Responsibility
This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent in the Public Services Department, after the equipment is received.

Attachments
Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
(307) 235-8410
May 6, 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 31, 2019** for the following:

One (1) **Compact front-end wheel loader,** with less than five hundred (500) hours and age of the machine less than 18 months. Factory Demonstration units shall be considered. This vehicle is to be used by the Solid Waste Division of the Public Services Department; units must have the minimum specifications of:

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of one (1) Compact front-end wheel loader. One (1) Compact front-end wheel loader shall be less than eighteen months old with less than five hundred (500) hours, with full factory warranty, a 5-year buy-back guarantee, and a 5-year preventative maintenance package. 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	BIDDERS SPECIFICATIONS
1.	Dimensions:	
	Wheel Base: No more than 7 feet	_____
	Height: 9' Max	_____
	Width: 6'-2" Max	_____
	Weight: 12,000 pounds or greater	_____
	Ground clearance 10-inch minimum	_____
	Turn radius over bucket shall not exceed 15 feet	_____
	Operational weight greater than 12,000 pounds	_____
	No less than 10 MPH ground speed	_____
2.	Engine:	
	Engine bore shall be 3.7" (94mm)	_____
	Engine stroke shall be 4.7" (120mm)	_____
	Net torque shall be 189 ft-lb @ 2400 RPM	_____
	Engine shall be configured to provide constant net horsepower at full parasitic load	_____
	Engine block heater shall be installed	_____
	Engine shall be US EPA Tier 4 Final Compliant	_____
	Lockableengine compartment	_____
	Engine cold start aide system	_____
		_____

ITEM	MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
3. Displacement:		
	3.3 L Minimum/ 201 cubic inch	_____
4. Diesel:		
	3.3 Liter/201 cubic inch or equivalent	_____
	73hp @ 2400rpm net	_____
	Gross 70 hp or greater.	_____
	Turbo-charged	_____
	Equipment shall be equipped in a manner that after treatment of exhaust does not require shut down or pause from essential work function.	_____
5. Cooling System:	Liquid cooled	_____
	Shall have ability to reverse the cooling fan from inside the cab for debris removal.	_____
6. Transmission:		
	Must have feature to match available tractive power to underfoot conditions to reduce tire wear.	_____
	Must provide electronic engine speed control provided to maintain constant engine R.P.M. regardless of travel speed.	_____
	Must have three or more speed ranges.	_____
7. Serviceability:		
	Machine shall have well protected, easily visible sight gauges for transmission oil, hydraulic oil, and radiator coolant.	_____
	If necessary the entire hood shall be removable using built in lift points.	_____
	With the hood closed, quick checks on engine oil and coolant sight gauges can be completed through the rear clamshell.	_____
	A perforated and corrugated grill shall minimize debris buildup and shall swing out for easy cleaning and access to the cooling cores.	_____
	Cab air filters shall be easily accessible from the exterior of the cab.	_____

ITEM	MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
	Brake wear indicators shall be standard for ease of inspection.	_____
	Grease fittings shall be grouped in two locations on the right side of the machine.	_____
	Master shut down switch shall be housed with the relay panel.	_____
8. Emission:		
	Loader shall be equipped with automatic engine regeneration allowing manual activation when required without affecting workability	_____
	Engine air pre cleaner shall remove 93% of particles from air before reaching the primary filter.	_____
9. Tires:		
	18" Rim size minimum	_____
	340/80 R18 Biload Michelin	_____
10. Brakes:		
	ISO 3450 Standard	_____
11. Break Out Force:	Shall exceed 10,000 pounds	_____
12. Capacities:		
	Fuel tank at least 13 Gallon Minimum	_____
	DEF tank at least 1 Gallon	_____
	Cooling system 4 Gallons	_____
	Crank case 3 Gallons	_____
	Transmission 2 Gallons	_____
	Hydraulic tank 12 Gallons	_____
13. Dimensions:		
	17 foot minimum overall length	_____
	7 foot minimum wheel base	_____
	LIFT HEIGHT WITH FORKS 10' Minimum	_____
	Rated tipping load greater than 3,000 Pounds	_____

ITEM	MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
14. Electrical:	12 Volt	_____
	Negative ground	_____
	80 Amp	_____
	Heavy duty electric starter 12 volt	_____
	All control modules and sensors shall be completely sealed against moisture and dust.	_____
	Work tool wiring harness	_____
	Battery disconnect switch	_____
	Cab mounted fuse panel	_____
	Rear light guarding	_____
	Cabin light	_____
	Rotating amber beacon	_____
	Machine shall have a standard master battery disconnect switch, accessible at ground level.	_____
	Machine shall have an engine idle shutdown feature	_____
15. Mirrors:		
	Two (2) bracket mirrors, LH/RH	_____
	Mirrors shall have ability to be folded in.	_____
16. Bucket and Attachments:		
	One (1) each:	_____
	1.2 Yard general purpose bucket	_____
	1.2 Yard industrial grapple bucket	_____
	1.57 Yard light material bucket	_____
	Auger with 8" 12" bits	_____
	Rotating broom w/hydraulic angle	_____
	Straight snow pusher	_____
	Snow Blower Attachment	_____
	Pallet Forks	_____
	Buckets shall be equipped with bolt on cutting edges.	_____
	Buckets shall be six foot wide or greater.	_____
	3,000 pound load capacity minimum	_____
17. Operators station Cab:		
	The operator sound pressure level for a standard machine configuration shall be a maximum of 70 dB(A) with the cooling fan speed set at Maximum value per ISO 6396:2008.	_____
	Cab shall be attached to the frame with viscous mounts to reduce the shock loads from the frame.	_____
	Front hinged cab door shall open automatically with the assistance of a gas strut.	_____

ITEM	MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
	Wey arm wipers shall be on both front and back windows.	_____
	Only one main control panel shall be located on the right ROPS post to keep everything in reach of the operator while maintaining visibility to the ground.	_____
	Main control panels shall retain large membrane style switches which contain LED's to denote activation/mode and have a positive feel and "click" to signal activation	_____
	Climate control system shall automatically adjust the air temperature and fan speed to maintain the operator's preferred climate setting.	_____
	Air conditioned	_____
	Seat shall have six way adjustments and feature automotive-style lumbar support.	
	Seat shall have a cast one piece back and seat pan to prevent protrusions under the cushions.	_____
		_____
	Heated seat shall be available for comfort in cold conditions.	_____
	External mirrors shall contain and integrated spot Mirror and have an optional heated and remotely adjustable functions	_____
	Stop, tail, and turn signal lights shall mount in a pocket for extra protection and be LED style.	_____
	Cab shall contain (3) three 12 volt outlets.	_____
	Radio with Bluetooth functionality and speakers.	
	Right side of cab shall contain MP3 player jack, MP3/cell phone holder, and two cup holders.	_____
	A monitoring system shall be available for critical systems to alert the operator to potential need for service. Three levels of warning shall allow the operator to assess the situation more accurately.	_____
		_____
	The operator station shall be removable in 45 minutes and shall use quick disconnects so no wire need be cut and no refrigerant is lost.	_____

ITEM	MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
	Cab shall have channels on the cab floor and threshold at the door for easy cleaning.	_____
	Cab shall be equipped with a sun visor.	_____
18. Paint/Color:		
	Main Body: Yellow	_____
	Trim: Black	_____
19. Functionality:		
	Shall be equipped with load arm float function	_____
	Parallel lift Z bar loader.	_____
	Heavy duty axles	_____
	Recovery hitch and pin	_____
	A creeper function and electronic throttle lock shall be available to power rotating work tools such as brooms, cold planers and snow blowers.	_____
20. Accessory Equipment:		
	The following equipment, whether or not considered standard, shall be furnished with each unit	_____
	Fire extinguisher, 10 lb. ABC dry chemical type. Mounted by City.	_____
	LOADER SHALL BE FULLY COMPATIBLE WITH **CURRENT** SOLID WASTE ACCESSORIES TO INCLUDE: STANDARD BUCKETS,AND FORKS.	_____
21.Miscellaneous:		
	Safety equipment and all lighting shall be as required to meet Federal, State of Wyoming, and OSHA regulations.	_____
	The winning vendor shall supply 3 complete sets of filters (All required filters)	_____
	Vendor shall supply 12 equipment keys	_____
	Vendor shall show proven ability to field a service truck onsite within 24 hours.	_____

ITEM	MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
	Vendor shall have a local dealership with certified mechanics onsite, and 24 hour on call availability.	_____
22. Hydraulics:		
	System Pressure 3500 P.S.I. Minimum	_____
	Available accessory quick connect couplings and controls.	_____
	High flow auxiliary controls with integrated function shall be available.	_____
	Pressure relieving quick disconnect manifold	_____
	An optional, high flow hydraulic 3rd auxiliary flow shall be at least 31 gallons per minute (120 L/min)	_____
23. Coupler Design:		
	A universal skid steer system that has zero "offset" between coupler and tool shall be available from the factory so there is no lost performance on tipping load when using the system.	_____
24. Diagnostic Software and Service Manuals:		
	Two copies of manufacturer's service diagnostic software from manufacturer and two copies of service diagnostic software. If required, any hardware needed to operate the diagnostic software.	_____
	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 loaders being sold. NO EXCEPTIONS.	_____
25. Body Construction:		
	ROPS FOPS certified canopy cab design.	_____
26. Preventative		

ITEM	MINIMUM SPECIFICATIONS	BIDDERS SPECIFICATIONS
Maintenance and Service Package:		
	Service package shall include service for the machine every 250 hours (4 times per year up to 5000 service hours) of operation with items to be serviced noted at appropriate intervals. Variations with associated costs shall be accepted as options clearly marked as such and attached to the bid package.	_____
	Bid packages that charge for mechanic travel to and from the facility shall not be given preference over packages that do not.	_____
27. Axles:		
	Heavy duty with outboard planetary reduction gears	_____
	100% Locking differentials shall be available on front, rear or both axles.	_____
28. Controls:		
	Steering wheel not joystick controlled.	_____
29. Lights:		
	Two (2) work lights: Forward facing toggle switch activated.	_____
	Two (2) reverse floodlights.	_____
	Reverse activated	_____
	(NOTE: All lighting to be LED where applicable)	_____
		_____
30. Warranty:		
	Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12 month period	_____
	A five (5) year guaranteed buy-back price with no less than thirty percent of the original purchase price	_____

Provide minimum of two full days of on-site training. _____

Include options for extended warranties and pricing. _____

31. Delivery:

Loader shall be delivered with a full tank of fuel, properly blended for the weather conditions if required.

_____

Diesel fuel to be at least the minimum requirements of blended #2/#1 diesel fuel with proper additives to correspond with climate conditions.
A copy of the order confirmation to be provided upon completion of order.

_____

Original title shall be provided within 30 days of unit delivery to 1800 E. K St. Casper, WY 82601.
Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

_____

The winning vendor will bid and deliver (1) Loader.

_____

Provide minimum of one (2) full days of dealer training and orientation on-site for City operators and mechanics.

_____

The winning vendor shall deliver a comparable loader at no charge if the loader is non-operable for more than 36 hours due to manufacturer defects or failures for a minimum of one (1) year after delivery.
Piggyback option to be included to purchase more units at the bid price for up to 120 days after the delivery of the final unit from the first order.

_____

NOTE: These forms may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the quote, and if in the opinion of the City of Casper, the quote complied with the intent of the specification. Should funding be inadequate to cover the items quoted, all quotes 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
(1) ONE COMPACT WHEEL LOADER FOR THE SOLID WASTE DIVISION OF THE PUBLIC SERVICES DEPARTMENT

Proposal of (Name)_____
(Address)_____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated May 6, 2019.

BID ITEM:_____
Description:_____

Make and Model:_____
Federal Certified GVW:_____

I. Price bid for one loader (1) $_____

II. Trade-in allowance. NONE $_____

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. NO Trade in unit will be considered with this bid.

VI. Options:

I. A five (5) year total machine warranty (to include parts, labor, and field service mileage) agreement to include providing backup equipment free of charge
$_____

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, a certified, or a cashier's check made payable to the City of Casper, Wyoming, in an amount of 5% of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days_____%; 30 Days_____%.

Submitted By: _____Title:_____Date:_____

Signature:_____Phone:_____

CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE COMPACT FRONT END WHEEL LOADER
(Approved by the City Attorney, 2014)
Dated the 6th Day of May, 2019

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond, if the bid is for more than one hundred and fifty thousand dollars ($150,000), with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET OFFICE, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

June 3, 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 Fuel Supply Trailer, in the Total Amount of $24,375.00, for Use by the Solid Waste Section of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
June 18, 2019

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of one (1) new fuel supply trailer, from Ameritech Equipment Co., Casper, Wyoming, to be used in the Solid Waste Section of the Public Services Department, in the total amount of $24,375.00.

Summary
On May 31, bids were publicly opened for one (1) new fuel supply trailer, one (1) bid was received. The fuel supply trailer will be used by Solid Waste staff needing to fuel the compactors and other landfill equipment.

There is no trade for the new fuel trailer, this will be an additional trailer to Solid Waste's fleet. The landfill continues to grow outwards and into newly developed cells. The travel distance between these new cells and the fueling station is far enough to create unnecessary downtime. This trailer will allow users to fuel the equipment as it is out in the field. The new fuel trailer will also have a lube and air system attached to service all grease fittings, operate air tools, and air low pressure tires all to increase efficiency while out in the field.

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 Fuel Trailer American Eagle Tank Trailer	Ameritech Co. Casper, WY	$24,375.00	NA	$24,375.00

The recommended purchase of the Fuel Trailer from Ameritech Co., Casper, WY complies with the intent of all specifications.

Financial Considerations
This purchase was approved in the FY19 adopted budget and is funded by Balefill reserves.

Oversight/Project Responsibility
This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent in the Public Services Department, after the equipment is received.

Attachments
Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
May 9, 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 31, 2019** for the following:

One (1) New Fuel Supply Trailer, to be used in the Solid Waste Section 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) Fuel Supply Trailer. The unit shall be new 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
1. TRAILER:	Tubular Steel Frame	_____
	Two (2) 6,000# Walking Spring Axles	_____
	Electric Brakes	_____
	Removable Jack	_____
	Safety Chains	_____
	Adjustable Height Hitch	_____
	All DOT Compliant Lighting	_____
	One (1) 54" Cabinet with two (2) "Gull Wing" style lockable doors	_____
	Reinforced Tread Plate Fenders With Access Steps	_____
2. WHEELS & TIRES:	Aluminum Wheels	_____
	235-80-R16 Tires	_____
3. FUEL TANK:	One (1) 750 Gallon Internally Baffled Double Walled Fuel Tank	_____
	Sight Gauge	_____
	4" Fill Cap	_____
4. PUMP:	12V Diesel Fuel Pump-25 GPM	_____
	Auto Nozzle	_____
	Swivel	_____
	Filter	_____

5. FUEL METER:	Fill-Rite 901 Mechanical Fuel Meter Assembly or equivalent	_____
6. HOSE REEL:	1" x 25' Diesel Fuel Hose & Reel	_____
7. ACCESSORIES:	Drawer set, Dimensions to be 33.5"H X 18"W x 16"D, 4-3", 2-5", 1-7"	_____
	One (1) 8HP minimum Electric Start 19cfm @ 125 psi w/8 gallon air storage compressor	_____
	Grease Kit to include 50:1 Graco Grease Pump, or equivalent, Cover, Follower, and Tie-Down Kit	_____
	Grease Control Valve w/Rigid End	_____
	Grease Connecting Hose	_____
8. 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.	_____
9. 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 Fuel Trailer at no charge, or credit the City of Casper parts or rental credit of equal value, if the Fuel Trailer is non-operable for more than 36 consecutive hours due to manufacturer defects or failure for a minimum of one (1) year after delivery.	_____
10. FILTER:	A full set of filters shall be provided for the unit at no extra cost.	_____
11. 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 fuel trailer being sold). NO EXCEPTIONS.	_____

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 E. "K" Street, Casper, Wyoming, 82601. Phone 307-235-8410.

PROPOSAL FOR FURNISHING ONE (1) NEW FUEL TRAILER FOR THE SOLID WASTE SECTION OF THE PUBLIC SERVICES DEPARTMENT

Proposal of (Name)_____
(Address)_____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated May 9, 2019.

BID ITEM:_____
Description:_____

Make and Model:_____
Federal Certified GVW:_____

I. Price bid for One (1) New Fuel Trailer, as specified $_____

II. NO TRADE-IN $_____

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:_____

CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) New Fuel Trailer
(Approved by the City Attorney, 2014)
Dated the 9th day of May, 2019

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid shall be provided for each bid submitted. If the bid is for more than one hundred and fifty thousand dollars ($150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FLEET OFFICE, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.