

REGULAR COUNCIL MEETING  
Tuesday, August 1, 2017  
5:00 p.m.

COUNCIL POLICY  
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. When Speaking to the City Council Please:
  - Clearly State Your Name and Address.
  - Keep Your Remarks Pertinent and Non-Repetitive.
  - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations will be Limited to Five Minutes or Less per Person. No Duplication of Speakers will be Allowed.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

AGENDA

1. EXECUTIVE SESSION – LITIGATION Council Meeting Room 5:00-5:50
2. PRE-MEETING Council Meeting Room 5:50-6:00
3. ROLL CALL Council Chambers 6:00
4. PLEDGE OF ALLEGIANCE
5. CONSIDERATION OF MINUTES OF THE JULY 18, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JULY 25, 2017
6. CONSIDERATION OF BILLS AND CLAIMS

7. PUBLIC HEARING

A. Ordinance

1. **Vacate** a Portion of the **Alley South of West Yellowstone Highway**, Between David Street and Ash Street.

8. RESOLUTIONS

A. Consent

1. Authorizing Amendment No. Two to Extend the Contract with **Cigna Health and Life Insurance Company** for the Provision of **Health Coverage Administrative Services**.
2. Authorizing a Contract with Delta Dental Plan of Wyoming, D/B/A **Delta Dental of Wyoming** for the Provision of **Dental Coverage Administrative Services**.
3. Authorizing a Professional Services Agreement with **E&F Towing Transport & Recovery** for **Impound Wrecker Services**.

9. MINUTE ACTION

A. Consent

1. Appointment of **Dandee Pattee** to the **Casper Historic Preservation Commission**.
2. Authorizing the Purchase of One (1) New Compact, **All-Wheel Drive Sport Utility Vehicle**, from **Fremont Motor Company**, Casper, Wyoming, in the Estimated Total Amount of \$25,903, Before the Trade in Allowance, for Use by the Community Service Officer Section of the Casper Police Department.
3. Authorizing the Purchase of **Ballistic Vests and Helmets**, in the Amount of \$90,400, from **Warrior Kits Safety and Survival Gear**.

10. COMMUNICATIONS

A. From Persons Present

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

12. ADJOURN INTO EXECUTIVE SESSION - PERSONNEL

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, August 15, 2017 – Council Chambers

6:00 p.m. Tuesday, September 5, 2017 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, August 8, 2017 – Council Meeting Room

4:30 p.m. Tuesday, August 22, 2017– Council Meeting Room

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ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
July 18, 2017

Casper City Council met in regular session at 6:00 p.m., Tuesday, July 18, 2017. Present: Councilmembers Hopkins, Huckabay, Johnson, Laird, Morgan, Pacheco, Powell, Walsh and Mayor Humphrey.

Mayor Humphrey led the audience in the Pledge of Allegiance.

Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by minute action, approve the minutes of the July 5, 2017, regular Council meeting, as published in the Casper-Star Tribune on July 15, 2017. Motion passed.

Moved by Councilmember Pacheco, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the July 6, 2017, special Council meeting, as published in the Casper-Star Tribune on July 17, 2017. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Walsh, to, by minute action, approve payment of the July 18, 2017, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims  
07/18/17

71Construction	Projects	\$53,817.84
AAALandscaping	Services	\$424.56
AllansConcrete	Services	\$1,000.00
AllianceElec	Services	\$838.71
AMBI	Services	\$1,108.60
Ameritech	Services	\$2,378.95
B&BSales	Services	\$689.35
Balefill	Services	\$128,074.33
BankOfAmerica	Goods	\$261,189.72
BHEnergy	Services	\$5,535.89
C Lynch	Reimb	\$73.79
CasparBuildSystems	Services	\$11,950.00
CasperMunicipalBand	Funding	\$126,894.12
CasperPubUtilities	Services	\$128.15
CATC	Funding	\$48.75
CentralPaint&Body	Services	\$557.40
Centurylink	Services	\$21,209.35
Ch2mHill	Services	\$10,278.17
CHanamaikai	Reimb	\$500.00
CNapier	Reimb	\$50.00
CommTech	Goods	\$1,452.63
Comtronix	Services	\$924.00

Dell	Goods	\$397.23
DeltaConst	Services	\$408,407.00
DeltaDental	Services	\$39,239.72
E Becher	Reimb	\$217.00
EngDsgnAssoc	Services	\$567.50
FirstData	Services	\$1,261.47
FirstInterstateBank	Services	\$55.24
FischerAutoBody	Services	\$891.00
FremontMtrCo	Services	\$139,590.50
FullContactConcrete	Services	\$7,680.78
GolderAssociates	Services	\$33,867.70
GrizzlyExcavating	Projects	\$120,266.67
GrizzlyExcvtng	Services	\$356.17
HedquistConstruction	Projects	\$175,454.80
Homax	Goods	\$21,290.31
HultConst	Services	\$17,085.40
ISC	Supplies	\$952.63
JHatcher	Reimb	\$445.20
JTLGroup	Services	\$91,137.89
K Schlager	Reimb	\$633.79
KubwaterResources	Goods	\$9,678.02
LxisNxis	Svc	\$9,678.85
McMurryReadyMix	Goods	\$217.00
MercerHouse	Funding	\$10,000.00
Motorola	Goods	\$15,097.00
NC Library	Funding	\$179.64
NCambell	Refund	\$96.90
NCSheriffsOffice	Funding	\$440,200.42
NevesUniforms	Goods	\$115.90
OfficeStateLands	Services	\$228,813.12
OilCityPrntrs	Services	\$161.08
PlatteRiverCrossing	Funding	\$125,592.00
Pntwrks	Services	\$101.83
PostalPros	Services	\$5,519.68
PrecisionDemo	Services	\$18,508.00
RapidFireProtection	Services	\$65,000.00
RegionalWater	Services	\$87,661.00
RockyMtnPower	Services	\$169,974.31
RYoung	Reimb	\$80.78
S Schulz	Reimb	\$699.03
SaltusTech	Goods	\$10,950.00
SchwartzBonWalkerStuder	Services	\$9,130.00
ShamrockEnv	Services	\$27,766.96
SkylineRanches	Services	\$130.48
SNelson	Reimb	\$201.01
Spectrum	Funding	\$124,352.00

SpillmanTechnologies	Services	\$135,906.36
StotzEquipment	Goods	\$17,051.50
Tweed'sWholesale	Goods	\$904.18
UltraMax	Goods	\$2,150.00
UrgentCare	Services	\$1,448.00
WasteWaterTreatment	Funding	\$274,420.55
WBeer	Reimb	\$75.00
WesternIdentification	Services	\$7,421.00
WesternWaterConsult	Services	\$17,060.70
WestlandPark	Services	\$594.88
WyAssocRiskManagement	Services	\$1,158,253.27
WyDEQ	Services	\$2,032.68
WyEarthmoving	Services	\$6,030.13
WyPeaceOfficers	Services	\$200.00
YouthCrisisCenter	Funding	\$4,314.52
ZSzekely	Services	\$225.00
		\$4,676,915.09

Next Mayor Humphrey described a new community supported project to create a “soft” room where law enforcement staff can visit with victims, witnesses, and other citizens that are not suspects. Leslie Fritzler, Casper Police Victim Services Specialist, further described the project and thanked the community for supporting this initiative. Casper Police Sergeant Mike Ogden also thanked everyone for making this change happen. Mayor Humphrey then asked the financial sponsors in attendance to come forward to be acknowledged. In attendance were representatives of the Casper Rotary Foundation, Farnhams Furniture Galleries, and the Fraternal Order of Police, Casper Chapter.

Councilmember Walsh provided further explanation of a “soft room” and the purpose of a location that is not an interrogation room.

Councilmember Huckabay expressed her gratitude for this much needed improvement.

Moved by Councilmember Hopkins, seconded by Councilmember Powell, to, by minute action: establish August 1, 2017, as the public hearing date for the consideration of an ordinance to vacate a portion of the alley south of West Yellowstone Highway, between David Street and Ash Street. Motion passed.

Mayor Humphrey opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 35, DT Wings and Greens, LLC, d.b.a. Down Turn Wings and Greens, located at 4035 CY Avenue.

City Attorney Luben entered four (4) exhibits: correspondence from Tracey L. Belser, to J. Carter Napier dated June 16, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated July 10, 2017, an affidavit of website publication, as published on the City of Casper website, dated June 19, 2017, and the Liquor License application filed May 30, 2017. City Manager Napier provided a brief report.

Speaking in support was Ryan Edwards, co-owner of Down Turn Wings and Greens.

There being no others to speak for or against the issues involving Restaurant Liquor License No. 35, the public hearing was closed.

Moved by Councilmember Pacheco, seconded by Councilmember Huckabay, to, by minute action, authorize the issuance of Restaurant Liquor License No. 35. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-143

A RESOLUTION REMOVING HOURS OF OPERATION RESTRICTIONS TEMPORARILY FOR ALL LIQUOR LICENSE HOLDERS FOR THE NIGHT PRIOR TO THE ECLIPSE.

RESOLUTION NO. 17-144

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO THE OUTSIDE-CITY WATER AND SEWER SERVICE CONTRACT WITH DIEMER D. TRUE AS TRUSTEE FOR THE "DIEMER D. TRUE TRUST" AND THE "SUSAN L. TRUE LIVING TRUST", DAVID L. TRUE, MELANIE A. TRUE, SUSAN L. TRUE, DIEMER D. TRUE, TRUE DRILLING LLC, TRUE RESOURCE DEVELOPMENT LLC, TRACY T. PROPP AS TRUSTEE FOR THE "TRACY T. PROPP REVOCABLE TRUST", DIEMER D. TRUE, JR., CHRISTINA L. TRUE, QUINTIN LECLERCQ, AND CHRISTINE MARIE TRUE LECLERCQ.

RESOLUTION NO. 17-145

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC. FOR ONGOING STUDIES, TASKS, AND ACTIVITIES REGARDING WATER RIGHTS AND WATER SUPPLY ACTIVITIES.

RESOLUTION NO. 17-146

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PITTSBURG TANK & TOWER MAINTENANCE CO., INC., FOR THE SUNRISE II SOUTH WATER STORAGE TANK INTERIOR PAINTING PROJECT.

RESOLUTION NO. 17-147

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM THE WYOMING GOVERNOR'S BIG GAME LICENSE COALITION, ALL WILDLIFE ACCOUNT.

RESOLUTION NO. 17-148.

RESOLUTION NO. 17-148

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DAVE LODEN CONSTRUCTION, INC., FOR THE CASPER PUBLIC UTILITIES ROOF REPLACEMENTS, PROJECT NO. 17-042.

RESOLUTION NO. 17-149

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT FOR THE TOWN OF EVANSVILLE METRO ROAD EXTENSION PROJECT.

RESOLUTION NO. 17-150

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM FOR PHASE THREE OF THE ROTARY PARK PATHWAY PROJECT.

RESOLUTION NO. 17-151

A RESOLUTION AUTHORIZING AN EASEMENT FROM THE CITY OF CASPER TO QWEST CORPORATION.

RESOLUTION NO. 17-152

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH KONE, INC., FOR THE SERVICING OF CITY OWNED ELEVATORS.

RESOLUTION NO. 17-153

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CW CORNER, LLC, TO ALLOCATE THEIR PROPORTIONATE SHARE OF THE COUNTRY CLUB ROAD IMPROVEMENT COSTS.

RESOLUTION NO. 17-154

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH EAST ELKHORN RANCH, LLC, TO ALLOCATE THEIR PROPORTIONATE SHARE OF THE COUNTRY CLUB ROAD IMPROVEMENT COSTS.

RESOLUTION NO. 17-155

A RESOLUTION RESCINDING RESOLUTION NO. 00-9 AND ADOPTING RULES OF THE CITY COUNCIL FOR THE CITY OF CASPER, WYOMING.

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



Moved by Councilmember Johnson, seconded by Councilmember Powell, to, by consent minute action, authorize the purchase of one combination sewer Jet Vac truck body from Enviro Clean Intermountain, in the estimated total amount of \$320,897. Motion passed.

Individuals addressing the Council were: Keith Rolland, 542 S. Durbin, inquiring about the Chief Financial Officer position; Shannon Eli, 2382 Sagewood, inviting Council to visit with his group who will be at Independence Rock supporting Sturgis travelers; Dennis Steensland, 533 S. Washington, asking about the changes to the Council rules; and Mary Anne Divittorio, 222 West “B”, also asking about the Council rules and agenda.

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, July 25, 2017, in the Council’s meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, August 1, 2017, in the Council Chambers.

At 7:00 p.m., it was moved Councilmember Morgan, seconded by Councilmember Johnson, to adjourn into executive session to discuss personnel. Motion passed. Council moved into the Council meeting room.

Council returned to the Council Chambers. At 8:05 p.m., it was moved by Councilmember Laird, seconded by Councilmember Walsh, to adjourn the executive session and regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Kenyne Humphrey  
Mayor

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## 71 CONSTRUCTION, INC.

13743HP 1/2" HOT MIX ASPHALT  
13541HP 1/2" HOT MIX ASPHALT

\$367.60  
\$509.76

**\$877.36** Subtotal for Dept. Streets

1701-9 NORTH PLATTE SANITARY SEWER

\$171,438.89

**\$171,438.89** Subtotal for Dept. Waste Water

**\$172,316.25** Subtotal for Vendor

## A.M.B.I. & SHIPPING, INC.

17-06-487 POSTAGE

\$24.88

**\$24.88** Subtotal for Dept. Balefill

17-06-474 POSTAGE

\$0.57

**\$0.57** Subtotal for Dept. City Manager

17-06-481 POSTAGE

\$2.62

**\$2.62** Subtotal for Dept. Council

17-06-475 POSTAGE

\$74.82

**\$74.82** Subtotal for Dept. Engineering

17-06-477 POSTAGE

\$34.28

**\$34.28** Subtotal for Dept. Fire

17-06-478 POSTAGE

\$94.14

**\$94.14** Subtotal for Dept. Fort Caspar

17-06-480 POSTAGE

\$3.99

**\$3.99** Subtotal for Dept. Health Insurance

17-06-484 POSTAGE

\$33.19

**\$33.19** Subtotal for Dept. Human Resources

17-06-479 POSTAGE

\$100.63

**\$100.63** Subtotal for Dept. Metro Animal

17-06-482 POSTAGE

\$106.87

**\$106.87** Subtotal for Dept. Municipal Court

17-06-486 POSTAGE

\$7.41

**\$7.41** Subtotal for Dept. Property & Liability Insurance

17-06-473 POSTAGE

\$24.58

**\$24.58** Subtotal for Dept. Refuse Collection

17-06-483 POSTAGE

\$196.63

**\$196.63** Subtotal for Dept. Water

**\$704.61** Subtotal for Vendor

## A-1 PORTABLES & SERVICES

1835 PORTABLES

\$110.00

**\$110.00** Subtotal for Dept. Balefill

**\$110.00** Subtotal for Vendor

## AAA LANDSCAPING

13506 WEED MOWING

\$175.10

**\$175.10** Subtotal for Dept. Code Enforcement

**\$175.10** Subtotal for Vendor

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## ADAM HIATT

RIN0027858 MILEAGE REIMBURSEMENT	\$32.10	
	<b>\$32.10</b>	Subtotal for Dept. Information Services
	<b>\$32.10</b>	Subtotal for Vendor

## ALL TREES, LLC

674 WEED MOWING	\$703.22	
678 WEED MOWING	\$91.35	
	<b>\$794.57</b>	Subtotal for Dept. Code Enforcement
	<b>\$794.57</b>	Subtotal for Vendor

## ALLAN'S CONCRETE

072991 CONCRETE REPAIRS	\$1,500.00	
	<b>\$1,500.00</b>	Subtotal for Dept. Water
	<b>\$1,500.00</b>	Subtotal for Vendor

## ALLIANCE ELECTRIC LLC.

6917 TRANSFORMER FOR GAS DETECTION	\$236.43	
6916 GFCI OUTLET	\$97.30	
6915 HEAT TRACE	\$839.72	
	<b>\$1,173.45</b>	Subtotal for Dept. Balefill
	<b>\$1,173.45</b>	Subtotal for Vendor

## ARROWHEAD HEATING & AIR CONDITIONING

9329 POLE CONTACTOR	\$136.72	
9336 FILTER CHANGE	\$180.00	
	<b>\$316.72</b>	Subtotal for Dept. Balefill
	<b>\$316.72</b>	Subtotal for Vendor

## ATLANTIC ELECTRIC, INC.

7082 LUMINAIRE SERVICES	\$4,470.25	
	<b>\$4,470.25</b>	Subtotal for Dept. Streets
	<b>\$4,470.25</b>	Subtotal for Vendor

## BARBER, MATTHEW

0029076678 UTILITY REFUND	\$50.42	
	<b>\$50.42</b>	Subtotal for Dept. Water
	<b>\$50.42</b>	Subtotal for Vendor

## BARRETT, DENISE

RIN0027916 UTILITY REFUND	\$68.15	
	<b>\$68.15</b>	Subtotal for Dept. Water
	<b>\$68.15</b>	Subtotal for Vendor

## BLACK HILLS ENERGY

AP000197063017 NATURAL GAS	\$3,593.86	
AP000232063017 NATURAL GAS	\$7,625.91	
	<b>\$11,219.77</b>	Subtotal for Dept. Aquatics
RIN0027903 NATURAL GAS	\$150.95	

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## BLACK HILLS ENERGY

AP000229063017 NATURAL GAS	\$455.52		
	<b>\$606.47</b>	Subtotal for Dept.	Balefill
AP000189063017 NATURAL GAS	\$26.67		
	<b>\$26.67</b>	Subtotal for Dept.	City Hall
AP000186063017 NATURAL GAS	\$24.41		
AP000234063017 NATURAL GAS	\$107.96		
AP000230063017 NATURAL GAS	\$262.53		
	<b>\$394.90</b>	Subtotal for Dept.	Fire
AP000194063017 NATURAL GAS	\$233.26		
	<b>\$233.26</b>	Subtotal for Dept.	Fleet Maintenance
AP000195063017 NATURAL GAS	\$100.84		
	<b>\$100.84</b>	Subtotal for Dept.	Fort Caspar
AP000192063017 NATURAL GAS	\$101.19		
	<b>\$101.19</b>	Subtotal for Dept.	Metro Animal
AP000222063017 NATURAL GAS	\$55.50		
	<b>\$55.50</b>	Subtotal for Dept.	Parks
AP000193063017 NATURAL GAS	\$18.31		
	<b>\$18.31</b>	Subtotal for Dept.	Sewer
AP000228063017 NATURAL GAS	\$1,975.90		
	<b>\$1,975.90</b>	Subtotal for Dept.	Waste Water
AP000231063017 NATURAL GAS	\$78.75		
AP000233063017 NATURAL GAS	\$108.86		
	<b>\$187.61</b>	Subtotal for Dept.	Water
RIN0027899 NATURAL GAS	\$928.71		
	<b>\$928.71</b>	Subtotal for Dept.	Water Treatment Plant
	<b>\$15,849.13</b>	Subtotal for Vendor	

## BRATTIS, DR NICK J

0029076671 UTILITY REFUND	\$15.20		
	<b>\$15.20</b>	Subtotal for Dept.	Water
	<b>\$15.20</b>	Subtotal for Vendor	

## BRENNTAG PACIFIC, INC.

BPI744453 CHEMICALS	\$13,900.55		
BPI744454 CHEMICALS	\$14,051.01		
BPI744452 CHEMICALS	\$14,295.16		
	<b>\$42,246.72</b>	Subtotal for Dept.	Water Treatment Plant
	<b>\$42,246.72</b>	Subtotal for Vendor	

## CAROLINA SOFTWARE

64911 SCALEHOUSE SOFTWARE	\$450.00		
64774 QUARTERLY SOFTWARE	\$250.00		
	<b>\$700.00</b>	Subtotal for Dept.	Balefill
	<b>\$700.00</b>	Subtotal for Vendor	

## CARTER NAPIER

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## CARTER NAPIER

RIN0027918 COBRA REIMBURSEMENT/CONTRACT

\$2,209.36  
**\$2,209.36** Subtotal for Dept. City Manager  
**\$2,209.36** Subtotal for Vendor

## CASELLE, INC.

81769 CONTRACT MAINTENANCE SUPPORT

\$75.00  
**\$75.00** Subtotal for Dept. Finance  
**\$75.00** Subtotal for Vendor

## CASEY BAALHORN

RIN0027911 BOOT REIMBURSEMENT

\$52.50  
**\$52.50** Subtotal for Dept. Balefill  
**\$52.50** Subtotal for Vendor

## CASPAR BUILDING SYSTEMS, INC.

RIN0027912 SYSTEM INVESTMENT FEES REFUND  
RIN0027912 SYSTEM INVESTMENT FEES REFUND  
RIN0027912 SYSTEM INVESTMENT FEES REFUND

\$230.00  
\$1,398.00  
\$2,350.00  
**\$3,978.00** Subtotal for Dept. Water  
**\$3,978.00** Subtotal for Vendor

## CASPER AREA TRANSPORTATION COALITION

2017-603 CITY CATC EXPENSES  
2017-601 FTA CATC EXPENSES  
2017-604 CITY BUS EXPENSES  
2017-602 FTA BUS EXPENSES

\$48,061.00  
\$61,499.00  
\$69,037.00  
\$83,669.00  
**\$262,266.00** Subtotal for Dept. C.A.T.C.  
**\$262,266.00** Subtotal for Vendor

## CASPER DOWNTOWN DEVELOPMENT AUTHORITY

016831 DOWNTOWN PLANTERS

\$2,000.00  
**\$2,000.00** Subtotal for Dept. Parks  
**\$2,000.00** Subtotal for Vendor

## CASPER MUSEUM CONSORTIUM

RIN0027888 SENIOR ADVOCACY COMMITTEE

\$500.00  
**\$500.00** Subtotal for Dept. Council  
**\$500.00** Subtotal for Vendor

## CASPER STAR TRIBUNE - LEGAL ADS ONLY

24341 FINAL PAY REMEDIATION  
24818 LOWER EASTDALE CREEK  
24339 CPU ROOF REPLACEMENT  
24339 CPU ROOF REPLACEMENT

\$185.20  
**\$185.20** Subtotal for Dept. Balefill  
\$194.20  
**\$194.20** Subtotal for Dept. Streets  
\$201.94  
**\$201.94** Subtotal for Dept. Waste Water  
\$302.90

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## CASPER STAR TRIBUNE - LEGAL ADS ONLY

24340 LOWER EASTDALE CREEK

\$479.04

**\$781.94** Subtotal for Dept. Water

**\$1,363.28** Subtotal for Vendor

## CASPER-ALCOVA IRRIGATION DISTRICT

01-2017-COC ANNUAL BETTERMENT ASSESSMENT

\$61,687.97

**\$61,687.97** Subtotal for Dept. Water

**\$61,687.97** Subtotal for Vendor

## CENTER FOR PUBLIC SAFETY MANAGEMENT LLC

1396 POLICE STUDY CONSULTING

\$21,420.00

**\$21,420.00** Subtotal for Dept. City Manager

**\$21,420.00** Subtotal for Vendor

## CENTRAL WY. REGIONAL WATER

153374 WHOLESALE WATER

\$672,777.56

153324 SYSTEM INVESTMENT FEES

\$4,200.00

**\$676,977.56** Subtotal for Dept. Water

**\$676,977.56** Subtotal for Vendor

## CENTURYLINK

RIN0027914 PHONE USE

\$69.55

**\$69.55** Subtotal for Dept. Balefill

RIN0027910 PHONE USE

\$88.04

RIN0027904 PHONE USE

\$64.90

RIN0027908 PHONE USE

\$611.20

**\$764.14** Subtotal for Dept. Communications Center

RIN0027910 PHONE USE

\$38.46

**\$38.46** Subtotal for Dept. Engineering

AP000057063017 PHONE USE

\$5.00

**\$5.00** Subtotal for Dept. Finance

RIN0027904 PHONE USE

\$444.40

**\$444.40** Subtotal for Dept. Fire

RIN0027904 PHONE USE

\$154.12

**\$154.12** Subtotal for Dept. Metro Animal

RIN0027910 PHONE USE

\$44.30

**\$44.30** Subtotal for Dept. Municipal Court

RIN0027904 PHONE USE

\$0.06

**\$0.06** Subtotal for Dept. Parking

RIN0027910 PHONE USE

\$463.49

RIN0027910 PHONE USE

\$64.71

RIN0027910 PHONE USE

\$38.46

**\$566.66** Subtotal for Dept. Police

RIN0027910 PHONE USE

\$36.21

RIN0027910 PHONE USE

\$57.05

**\$93.26** Subtotal for Dept. Sewer

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## CENTURYLINK

**\$2,179.95** Subtotal for Vendor

## CH2M HILL, INC.

381110264 WWTP PRELIMINARY FACILITIES

\$10,892.11

**\$10,892.11** Subtotal for Dept. Waste Water

**\$10,892.11** Subtotal for Vendor

## CIGNA HEALTH & LIFE INSURANCE COMPANY

2152608 PLAN ADMINISTRATION FEES

\$11,462.99

**\$11,462.99** Subtotal for Dept. Health Insurance

**\$11,462.99** Subtotal for Vendor

## CITY OF CASPER

5128/153677 GIS SERVICES

\$6,258.89

5128/153615 GIS SUPPORT

\$2,099.86

5128/153615 GIS SUPPORT

\$220.68

5128/153677 GIS SERVICES

\$657.78

**\$9,237.21** Subtotal for Dept. Metropolitan Planning

152867 SPRING JAMBOREE TRSH

\$55.00

152865 CASPER MARATHON TRASH

\$79.00

152863 NIC FEST TRASH

\$542.00

**\$676.00** Subtotal for Dept. Social Community Services

**\$9,913.21** Subtotal for Vendor

## CITY OF CASPER - BALEFILL

1339/153541 SANITATION

\$15.00

**\$15.00** Subtotal for Dept. Casper Events Center

1967/153800 SANITATION

\$15.00

**\$15.00** Subtotal for Dept. Code Enforcement

247/153683-686 SANITATION

\$375.00

247/153758 SANITATION

\$48.00

**\$423.00** Subtotal for Dept. Parks

1309/153801 SANITATION

\$15.00

**\$15.00** Subtotal for Dept. Police

2772/153604 SANITATION

\$5,412.99

2772/153576 SANITATION

\$5,324.63

2772/153821 SANITATION

\$5,318.05

2772/153548 SANITATION

\$6,215.75

2772/153719 SANITATION

\$6,552.74

2772/153647 SANITATION

\$5,922.94

2772/153754 SANITATION

\$6,006.60

2772/153791 SANITATION

\$5,744.77

**\$46,498.47** Subtotal for Dept. Refuse Collection

1276/153751 SANITATION

\$147.58

1276/153646 SANITATION

\$109.98

1276/153545 SANITATION

\$125.02

**\$382.58** Subtotal for Dept. Waste Water

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## CITY OF CASPER - BALEFILL

**\$47,349.05** Subtotal for Vendor

### CIVIL ENGINEERING PROFESSIONALS, INC.

15-031-12 DESIGN & CONSTRUCTION ADMIN

\$525.00

**\$525.00** Subtotal for Dept. Balefill

17-102-02 SURVEYING

\$240.00

**\$240.00** Subtotal for Dept. Engineering

15-046-16 EAST 21ST STREET

\$2,325.00

**\$2,325.00** Subtotal for Dept. Sewer

16-002-08 UTLTY IMPLEMENTATION PLAN

\$5,045.00

17-06-03 MCKINLEY STREET UNDERPASS

\$6,586.50

**\$11,631.50** Subtotal for Dept. Streets

14-066-28 EAST CASPER ZONE III

\$1,740.75

14-066-28 EAST CASPER ZONE II

\$3,534.25

**\$5,275.00** Subtotal for Dept. Water

**\$19,996.50** Subtotal for Vendor

### COLLECTION CENTER INC.

972000000375 COLLECTION FEES

\$140.48

**\$140.48** Subtotal for Dept. Refuse Collection

972000000375 COLLECTION FEES

\$106.76

**\$106.76** Subtotal for Dept. Sewer

972000000375 COLLECTION FEES

\$314.68

**\$314.68** Subtotal for Dept. Water

**\$561.92** Subtotal for Vendor

### COMMUNICATION TECHNOLOGIES, INC.

75740 APX MOBILE PROGRAMMING

\$154.50

**\$154.50** Subtotal for Dept. Fire

**\$154.50** Subtotal for Vendor

### COMMUNITY ACTION PARTNERSHIP OF NC

RIN0027890 FUNDING

\$10,179.75

RIN0027890 ADMINISTRATION

\$18,861.75

RIN0027890 1% FUNDING

\$32,350.02

**\$61,391.52** Subtotal for Dept. Social Community Services

**\$61,391.52** Subtotal for Vendor

### COMTRONIX, INC.

47593 ALARM MONITORING

\$312.00

**\$312.00** Subtotal for Dept. City Manager

**\$312.00** Subtotal for Vendor

### CONDUENT INCORPORATED

2332605 OPEB VALUATION

\$17,500.00

**\$17,500.00** Subtotal for Dept. Health Insurance

**\$17,500.00** Subtotal for Vendor



# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## COWDIN CLEANING

201220 CLEANING SERVICES

\$450.00

**\$450.00** Subtotal for Dept. Buildings & Structures

**\$450.00** Subtotal for Vendor

## DAVIDSON FIXED INCOME MGMT.

2017-6CASPER FIXED INCOME MANAGEMENT FEES

\$3,604.74

**\$3,604.74** Subtotal for Dept. Finance

**\$3,604.74** Subtotal for Vendor

## DELL MARKETING LP

10175910307 WINDOWS SERVER

\$600.00

**\$600.00** Subtotal for Dept. Communications Center

**\$600.00** Subtotal for Vendor

## DELTA DENTAL PLAN OF WY.

RIN0027921 DENTAL PREMIUMS

\$1,547.00

RIN0027919 DENTAL PREMIUMS

\$1,533.40

**\$3,080.40** Subtotal for Dept. Health Insurance

**\$3,080.40** Subtotal for Vendor

## DEPARTMENT OF THE TREASURY

RIN0027906 PCORI FEES

\$2,191.83

**\$2,191.83** Subtotal for Dept. Health Insurance

**\$2,191.83** Subtotal for Vendor

## DOOLEY OIL, INC.

84232 FUEL ADDITION ERROR

\$0.02

84231 UNLEADED FUEL

\$12,552.62

84231 FUEL ADDITION ERROR

\$0.06

84232 DIESEL FUEL

\$12,824.40

**\$25,377.10** Subtotal for Dept. Fleet Maintenance

**\$25,377.10** Subtotal for Vendor

## DPC INDUSTRIES, INC.

727000182-17 CHEMICALS

\$5,988.53

727000191-17 CHEMICALS

\$5,954.46

727000187-17 CHEMICALS

\$5,930.87

**\$17,873.86** Subtotal for Dept. Water Treatment Plant

**\$17,873.86** Subtotal for Vendor

## DXP ENTERPRISES, INC.

48918291 14 WELL PUMP ADJUSTMENT

\$712.50

**\$712.50** Subtotal for Dept. Water Treatment Plant

**\$712.50** Subtotal for Vendor

## ECONOMIC DEVELOPMENT JOINT POWERS BOARD

FY2018-1 1ST QUARTER FUNDING

\$105,070.25

**\$105,070.25** Subtotal for Dept. Special Reserves

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## ECONOMIC DEVELOPMENT JOINT POWERS BOARD

**\$105,070.25** Subtotal for Vendor

### EMAINT ENTERPRISES, LLC

SO5821 EMAINTENANCE

\$4,560.00

**\$4,560.00** Subtotal for Dept. Waste Water

**\$4,560.00** Subtotal for Vendor

### ESPINOZA, GEORGEANNA

0029076675 UTILITY REFUND

\$50.00

0029076675 UTILITY REFUND

\$37.57

**\$87.57** Subtotal for Dept. Water

**\$87.57** Subtotal for Vendor

### FIRST DATA MERCHANT SVCS CORP.

REMI1259257 CREDIT CARD FEES

\$238.31

**\$238.31** Subtotal for Dept. Cemetery

REMI1259245 CREDIT CARD FEES

\$1,920.16

**\$1,920.16** Subtotal for Dept. Finance

REMI1252975 CREDIT CARD FEES

\$188.33

REMI1259251 CREDIT CARD FEES

\$228.47

**\$416.80** Subtotal for Dept. Municipal Court

**\$2,575.27** Subtotal for Vendor

### FIRST INTERSTATE BANK

RIN0027900 SERVICE CHARGES

\$791.38

RIN0027901 LOCKBOX FEES

\$2,174.26

**\$2,965.64** Subtotal for Dept. Finance

RIN0027923 SERVICE AWARDS

\$64.00

**\$64.00** Subtotal for Dept. Human Resources

**\$3,029.64** Subtotal for Vendor

### FIRST INTERSTATE BANK - PETTY CASH

RIN0027917 WITNESS FEES

\$25.00

**\$25.00** Subtotal for Dept. Municipal Court

**\$25.00** Subtotal for Vendor

### FOWLER, VANESSA

0029076681 UTILITY REFUND

\$5.43

**\$5.43** Subtotal for Dept. Water

**\$5.43** Subtotal for Vendor

### FREMONT MOTOR COMPANY

74690 FORD F-150 W/8' BED

\$19,568.00

**\$19,568.00** Subtotal for Dept. Metro Animal

**\$19,568.00** Subtotal for Vendor

### FULL CONTACT CONCRETE, LLC

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## FULL CONTACT CONCRETE, LLC

2 RETAINAGE	(\$386.83)	
	<b>(\$386.83)</b> Subtotal for Dept.	Capital Projects - Streets
2 5TH STREET CURB AND GUTTER	\$15,938.94	
	<b>\$15,938.94</b> Subtotal for Dept.	Streets
	<b>\$15,552.11</b> Subtotal for Vendor	

## GARY MARSH, INC.

381 COMMISSION FEES	\$20,043.68	
	<b>\$20,043.68</b> Subtotal for Dept.	Golf Course
	<b>\$20,043.68</b> Subtotal for Vendor	

## GLOBAL SPECTRUM L.P.

201617NT-33 ROTARY	\$4,250.00	
	<b>\$4,250.00</b> Subtotal for Dept.	Social Community Services
	<b>\$4,250.00</b> Subtotal for Vendor	

## GOLDER ASSOCIATES

486320 REMEDIATION LANDFILL	\$3,379.33	
486308 ENGINEERING SERVICES EWASTE	\$341.25	
	<b>\$3,720.58</b> Subtotal for Dept.	Balefill
	<b>\$3,720.58</b> Subtotal for Vendor	

## GPC ARCHITECTS PLLC

23 HOGADON LODGE	\$4,130.07	
	<b>\$4,130.07</b> Subtotal for Dept.	Hogadon
	<b>\$4,130.07</b> Subtotal for Vendor	

## GREATER WYOMING BIG BROTHERS, BIG SISTERS

2015-8 FUNDING	\$5,275.09	
	<b>\$5,275.09</b> Subtotal for Dept.	One Cent #15
	<b>\$5,275.09</b> Subtotal for Vendor	

## GUDAHL WILLIAMS INVESTIGATIVE SECURITY INC.

109 POLYGRAPH	\$250.00	
	<b>\$250.00</b> Subtotal for Dept.	Fire
	<b>\$250.00</b> Subtotal for Vendor	

## HIGH PLAINS CONSTRUCTION, INC.

2017-Asp 16 HOT MIX	\$676.08	
	<b>\$676.08</b> Subtotal for Dept.	Streets
	<b>\$676.08</b> Subtotal for Vendor	

## HOMAX OIL SALES, INC.

0373446-IN FUEL	\$240.00	
	<b>\$240.00</b> Subtotal for Dept.	Fleet Maintenance
0372381-IN FUEL FOR EQUIPMENT	\$0.00	
	<b>\$0.00</b> Subtotal for Dept.	Golf Course

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## HOMAX OIL SALES, INC.

CL80951 FUEL

\$3,156.81  
**\$3,156.81** Subtotal for Dept. Water  
**\$3,396.81** Subtotal for Vendor

## HUB INTL. MOUNTAIN STATES LTD.

733496 INSURANCE AND BONDS

\$20,923.00  
**\$20,923.00** Subtotal for Dept. Property & Liability Insurance  
**\$20,923.00** Subtotal for Vendor

## HUGO VOGELSANG MASCHINENBAU GMBH

50000556 PRIMARY SLUDGE PUMP REPL

\$10,150.00  
**\$10,150.00** Subtotal for Dept. Waste Water  
**\$10,150.00** Subtotal for Vendor

## INBERG-MILLER ENGINEERS

19093CM01.1 GENERAL TESTING & SAMPLING

\$601.50  
**\$601.50** Subtotal for Dept. Balefill  
**\$601.50** Subtotal for Vendor

## ISC, INC/VENTURE TECHNOLOGIES

SST000570 3 YEARS BASIC SUPPORT  
SST000570 3 YEARS BASIC SUPPORT  
SIN020386 3 YEARS BASIC SUPPORT

\$4,477.00  
\$32,468.11  
\$2,723.33  
**\$39,668.44** Subtotal for Dept. Communications Center  
**\$39,668.44** Subtotal for Vendor

## ITC ELECTRICAL TECHNOLOGIES

22035 PLANT START UP AFTER STORM

\$2,393.40  
**\$2,393.40** Subtotal for Dept. Waste Water  
**\$2,393.40** Subtotal for Vendor

## JEREMIAH FARRELL

A72979/24 BOOT REIMBURSEMENT

\$75.00  
**\$75.00** Subtotal for Dept. Water  
**\$75.00** Subtotal for Vendor

## JEROD LEVIN

RIN0026871 TUITION REIMBURSEMENT

\$416.69  
**\$416.69** Subtotal for Dept. Fire  
**\$416.69** Subtotal for Vendor

## JOHNSON, CAROLINE

0029076674 UTILITY REFUND

\$53.97  
**\$53.97** Subtotal for Dept. Water  
**\$53.97** Subtotal for Vendor

## KGWC-TV

18203-1 2017 SEASON ADVERTISING

\$180.00

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## KGWC-TV

**\$180.00** Subtotal for Dept. Golf Course  
**\$180.00** Subtotal for Vendor

## KNIFE RIVER/JTL

RIN0027898 RETAINAGE

\$14,010.42

**\$14,010.42** Subtotal for Dept. Capital Projects - Engineering

148125 CONCRETE

\$304.04

**\$304.04** Subtotal for Dept. Cemetery

152346 CONCRETE

\$457.40

152588 CONCRETE

\$154.77

**\$612.17** Subtotal for Dept. Streets

**\$14,926.63** Subtotal for Vendor

## KONE, INC.

949661895 MAINTENANCE AGREEMENT

\$2,741.40

**\$2,741.40** Subtotal for Dept. Water Treatment Plant

**\$2,741.40** Subtotal for Vendor

## KTWO TELEVISION

5632 2017 SEASON ADVERTISING

\$520.00

5633 2017 SEASON ADVERTISING

\$280.00

**\$800.00** Subtotal for Dept. Golf Course

**\$800.00** Subtotal for Vendor

## KUBWATER RESOURCES, INC

06795 ZETAG 7593 DRY POLYMER

\$4,839.01

**\$4,839.01** Subtotal for Dept. Waste Water

**\$4,839.01** Subtotal for Vendor

## LEADERSHIP TRAINING SERVICES

176 LEGAL PROGRAM REGISTRATION

\$25.00

**\$25.00** Subtotal for Dept. Council

**\$25.00** Subtotal for Vendor

## LEONARD B. MEDOFF, PH.D

RIN0027896 PSYCHOLOGICAL EVALUATION

\$500.00

**\$500.00** Subtotal for Dept. Fire

**\$500.00** Subtotal for Vendor

## LINCOLN NATL. LIFE INS. CO.

RIN0027922 BENEFIT PAYABLE

\$276.96

**\$276.96** Subtotal for Dept. Health Insurance

**\$276.96** Subtotal for Vendor

## LOENBRO INSTRUMENTATION & ELECTRICAL

19664 POWER ASSISTANCE AFTER STORM

\$2,475.50

**\$2,475.50** Subtotal for Dept. Waste Water

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## LOENBRO INSTRUMENTATION & ELECTRICAL

**\$2,475.50** Subtotal for Vendor

## LONG BUILDING TECHNOLOGIES

SRVCE0084371 OZONE SWAP ACTUATORS

\$524.62

**\$524.62** Subtotal for Dept. Water Treatment Plant

**\$524.62** Subtotal for Vendor

## MATTHEW MOSTELLER

RIN0027860 CLOTHING ALLOWANCE

\$100.00

**\$100.00** Subtotal for Dept. Water Treatment Plant

**\$100.00** Subtotal for Vendor

## MCCI, LLC

00011422 LICENSE

\$112.50

**\$112.50** Subtotal for Dept. City Manager

**\$112.50** Subtotal for Vendor

## MCMURRY READY MIX CO.

225157 CONCRETE

\$177.75

**\$177.75** Subtotal for Dept. Water

**\$177.75** Subtotal for Vendor

## MORLAS, MARIA

0029076676 UTILITY REFUND

\$39.05

**\$39.05** Subtotal for Dept. Water

**\$39.05** Subtotal for Vendor

## MUNICIPAL CODE CORP.

00291565 MUNICIPAL CODE UPDATES

\$96.75

**\$96.75** Subtotal for Dept. City Attorney

00291565 MUNICIPAL CODE UPDATES

\$38.70

**\$38.70** Subtotal for Dept. City Manager

00291565 MUNICIPAL CODE UPDATES

\$77.44

**\$77.44** Subtotal for Dept. Code Enforcement

00291565 MUNICIPAL CODE UPDATES

\$19.35

**\$19.35** Subtotal for Dept. Engineering

00291565 MUNICIPAL CODE UPDATES

\$58.08

**\$58.08** Subtotal for Dept. Planning

00291565 MUNICIPAL CODE UPDATES

\$58.05

**\$58.05** Subtotal for Dept. Police

00291565 MUNICIPAL CODE UPDATES

\$19.35

**\$19.35** Subtotal for Dept. Refuse Collection

00291565 MUNICIPAL CODE UPDATES

\$19.35

**\$19.35** Subtotal for Dept. Water

**\$387.07** Subtotal for Vendor

## NATIONAL BENEFIT SERVICES

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## NATIONAL BENEFIT SERVICES

603689 PLAN ADMINISTRATON FEES	\$405.65	
600292 PLAN ADMINISTRATON FEES	\$405.65	
597471 PLAN ADMINISTRATON FEES	\$18.00	
	<b>\$829.30</b>	Subtotal for Dept. Health Insurance
	<b>\$829.30</b>	Subtotal for Vendor

## NATL. LEAGUE OF CITIES

123845 DUES	\$4,467.00	
	<b>\$4,467.00</b>	Subtotal for Dept. Council
	<b>\$4,467.00</b>	Subtotal for Vendor

## NATRONA COUNTY CLERK

RIN0027913 RECORDING FEES	\$28.14	
RIN0027913 RECORDING FEES	\$13.86	
	<b>\$42.00</b>	Subtotal for Dept. Water
	<b>\$42.00</b>	Subtotal for Vendor

## NATRONA COUNTY PUBLIC LIBRARY FOUNDATION

RIN0027924 FUNDING	\$54,480.50	
	<b>\$54,480.50</b>	Subtotal for Dept. One Cent #15
	<b>\$54,480.50</b>	Subtotal for Vendor

## NEIL KAISER

RIN0027881 BOOT REIMBURSEMENT	\$43.33	
	<b>\$43.33</b>	Subtotal for Dept. Streets
	<b>\$43.33</b>	Subtotal for Vendor

## NICOLAYSEN ART MUSEUM

CM-50-17 FUNDING	\$6,477.00	
15646 FUNDING	\$14,222.25	
46505 FUNDING	\$4,080.00	
RIN0027925 FUNDING	\$19,395.15	
	<b>\$44,174.40</b>	Subtotal for Dept. One Cent #15
69.06 NIC FEST	\$2,762.22	
	<b>\$2,762.22</b>	Subtotal for Dept. Social Community Services
	<b>\$46,936.62</b>	Subtotal for Vendor

## OLSON AUTOBODY & COLLISION CENTER

7331 BODY SHOP REPAIRS	\$3,564.37	
	<b>\$3,564.37</b>	Subtotal for Dept. Fleet Maintenance
	<b>\$3,564.37</b>	Subtotal for Vendor

## OLSON, EMILY/JON

0029076680 UTILITY REFUND	\$56.50	
	<b>\$56.50</b>	Subtotal for Dept. Water
	<b>\$56.50</b>	Subtotal for Vendor

## ONE CALL OF WY.

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## ONE CALL OF WY.

45315 LOCATE TICKETS	\$502.87		
	<b>\$502.87</b>	Subtotal for Dept.	Sewer
45315 LOCATE TICKETS	\$614.63		
	<b>\$614.63</b>	Subtotal for Dept.	Water
	<b>\$1,117.50</b>	Subtotal for Vendor	

## OVIVO USA, LLC.

8471585 WEIR & BAFFLE KIT FOR PRIMARY	\$13,750.00		
	<b>\$13,750.00</b>	Subtotal for Dept.	Waste Water
	<b>\$13,750.00</b>	Subtotal for Vendor	

## P-CARD VENDORS

00060932 SAMS CLUB	\$135.01		
00060942 SAMS CLUB	\$129.05		
00060720 WALMART	\$37.76		
00061061 MG GREAT FALLS	\$480.14		
00061054 VISTAR ROCKY MOUNTAIN	\$305.76		
00061242 SAMS CLUB	\$165.57		
00061118 BAILEYS ACE HARDWARE	\$43.33		
00061111 SAMS CLUB	\$228.16		
00061024 SAMS CLUB	\$30.44		
00061123 SAMS CLUB	\$24.14		
00060997 MENARDS	\$177.89		
00060810 SAMS CLUB	\$31.36		
00060845 SAMS CLUB	\$102.52		
00060835 SAMS CLUB	\$23.88		
00060847 SAMS CLUB	\$114.33		
00061055 ULINE SHIP SUPPLIES	\$611.19		
00060820 NORCO	\$111.64		
00061032 SAMS CLUB	\$347.19		
00060816 SAMS CLUB	\$114.08		
00061082 SAMS CLUB	\$106.68		
00060919 SAMS CLUB	\$347.19		
00060810 SAMS CLUB	\$77.67		
00061090 SAMS CLUB	\$24.80		
00060758 LIFE GUARD STORE	\$470.60		
00060992 THE WEBSTAUANT STORE	\$881.34		
00060818 ROTHHAMMER INTERNATIONAL	\$2,777.49		
	<b>\$7,899.21</b>	Subtotal for Dept.	Aquatics
00061091 WYOMING STEEL AND RECYCLING	\$754.13		
00060322 COMPRESSION LEASING	\$3,977.23		
00061098 SAMS CLUB	\$70.16		
00061100 WYOMING STEEL AND RECYCLING	\$155.69		
00061097 AGP PROPANE SERVICES	\$100.55		
00060906 WEAR PARTS	\$15.56		
00061289 BOBCAT OF CASPER	\$772.91		
00060354 FERGUSON ENTERPRISES	\$2,327.11		
00061112 AGP PROPANE SERVICES	\$327.57		



# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## P-CARD VENDORS

00061338	ENERGY LABORATORIES	\$182.00		
00061337	BOBCAT OF CASPER	\$561.78		
00060782	WYOMING MACHINERY	\$21.72		
00060876	MENARDS	\$897.97		
00061108	WALMART	\$8.97		
00061299	THE WEBSTaurant STORE	\$22.19		
00060908	BAILEYS ACE HARDWARE	\$13.94		
00061145	BEARING BELT CHAIN	\$340.08		
00061157	CASPER STAR TRIBUNE	\$198.52		
00061187	BEARING BELT CHAIN	\$615.20		
00061231	FERGUSON ENTERPRISES	\$20.26		
00061155	CASPER CONTRACTORS SUPPLY	\$156.04		
00061215	MCCOY SALES CORPORATION	\$91.24		
00061209	NORCO	\$35.55		
00061301	INDUSTRIAL SCREEN	\$650.00		
00060424	ADVANCED HYDRAULIC	\$18,576.31		
00061048	BAILEYS ACE HARDWARE	\$55.16		
00061044	WEAR PARTS	(\$15.56)		
00061043	MENARDS	\$9.99		
00061027	WEAR PARTS	\$14.82		
00060499	ADVANCED HYDRAULIC	\$5,357.88		
00061105	TRI-STATE TRUCK EQUIPMENT	\$2,005.34		
00061195	WEAR PARTS	\$49.32		
00061158	WYOMING MACHINERY	\$133.18		
00061103	THE HOME DEPOT	\$101.90		
00060396	ADVANCED HYDRAULIC	\$6,752.26		
00060386	ADVANCED HYDRAULIC	\$5,809.00		
00060350	ADVANCED HYDRAULIC	\$643.67		
00060989	BAILEYS ACE HARDWARE	\$19.45		
00060951	SAMS CLUB	\$37.88		
00060938	SOURCE OFFICE AND TECHNOLOGY	\$15.40		
00060912	MCCOY SALES CORPORATION	\$1,981.24		
00060449	COCA COLA BOTTLING	\$14.70		
		<b>\$53,878.31</b>	<b>Subtotal for Dept.</b>	<b>Balefill</b>
00060532	CASPER WINNELSON	\$314.97		
00060520	DENNIS SUPPLY COMPANY	\$17.86		
00060524	SHERWIN WILLIAMS	\$1,113.35		
00061083	CASPER WINNELSON	\$45.48		
00061031	NORCO	\$141.27		
00061066	SUMMIT ELECTRIC	\$599.74		
00061206	INTERMOUNTAIN MOTOR SALES	\$298.00		
00061241	CASPER WINNELSON	\$101.55		
00061253	CASPER WINNELSON	\$63.81		
00061258	HOSE & RUBBER SUPPLY	\$14.93		
00061288	NORCO	\$137.32		
00061293	BLIND GUY	\$102.00		
00061169	DENNIS SUPPLY COMPANY	\$182.50		
00061079	NORCO	\$29.80		

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## P-CARD VENDORS

00061020 NORCO	\$300.52	
00061087 DENNIS SUPPLY COMPANY	\$19.09	
00061298 CASPER WINNELSON	\$4.65	
00061095 BLOEDORN LUMBER	\$6.29	
00061099 SUTHERLANDS	\$64.98	
00061130 WESTERN WYOMING LOCK	\$5.00	
00060928 DENNIS SUPPLY COMPANY	\$296.46	
00061139 MENARDS	\$27.52	
00061168 BARGREEN WYOMING	\$20.87	
00061297 CASPER WINNELSON	\$38.30	
00060929 CASPER WINNELSON	\$30.43	
00060889 CRUM ELECTRIC SUPPLY	\$181.53	
00060916 CRUM ELECTRIC SUPPLY	\$185.76	
00061019 DIAMOND VOGEL PAINT	\$15.69	
00060940 CRUM ELECTRIC SUPPLY	\$33.14	
00060943 BLOEDORN LUMBER	\$49.95	
00060959 LONG BLDG. TECHNOLOGIES	\$493.88	
00060972 DENNIS SUPPLY COMPANY	\$195.24	
00061007 BAILEYS ACE HARDWARE	\$19.99	
	<b>\$5,151.87</b>	<b>Subtotal for Dept. Buildings &amp; Structures</b>
00060892 NORCO	\$127.78	
00061232 CPU IIT	\$99.95	
	<b>\$227.73</b>	<b>Subtotal for Dept. Cemetery</b>
00060885 HIGHTAIL	\$49.99	
00061042 ATLAS OFFICE PRODUCTS	\$10.08	
	<b>\$60.07</b>	<b>Subtotal for Dept. City Attorney</b>
00060960 WYOMING CAMERA	\$759.98	
	<b>\$759.98</b>	<b>Subtotal for Dept. City Manager</b>
00060786 NETWORK FLEET	\$227.40	
	<b>\$227.40</b>	<b>Subtotal for Dept. Code Enforcement</b>
00061056 DIRECTV SERVICE	\$66.99	
	<b>\$66.99</b>	<b>Subtotal for Dept. Communications Center</b>
00060900 GREAT HARVEST	\$43.50	
	<b>\$43.50</b>	<b>Subtotal for Dept. Council</b>
00061165 XEROX CORPORATION	\$32.20	
00061173 XEROX CORPORATION	\$153.45	
	<b>\$185.65</b>	<b>Subtotal for Dept. Engineering</b>
00060701 ATLAS OFFICE PRODUCTS	\$27.83	
00060599 ATLAS OFFICE PRODUCTS	\$51.88	
	<b>\$79.71</b>	<b>Subtotal for Dept. Finance</b>
00061120 WILLDAN ENERGY SOLUTIONS	\$1,003.20	
00061121 PENNWELL SUBSCRIPTION	\$79.00	
00058368 EXXONMOBIL	\$48.18	
00061363 COMTRONIX	\$237.03	
00061223 LN CURTIS	\$2,210.00	
00061191 CASPER STAR TRIBUNE	\$218.38	
00060641 AED SUPERSTORE	\$2,939.65	

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## P-CARD VENDORS

00061132	AED SUPERSTORE	\$2,939.65	
00061224	CPU IIT	\$88.40	
00060700	REEDS AUTOMOTIVE	\$1,262.62	
00060772	SUTHERLANDS	\$19.79	
00060893	BEARING BELT CHAIN	\$344.25	
00060723	MURDOCH'S RANCH & HOME	\$6.29	
00060738	SUBWAY	\$54.00	
00061092	PENNWELL SUBSCRIPTION	\$79.00	
00060954	PYROTECHS INCORPORATED	\$312.00	
00060695	WW GRAINGER	(\$165.56)	
00061086	PENNWELL SUBSCRIPTION	\$79.00	
00060683	COMPRESSION LEASING	\$340.00	
00060677	WALMART	\$25.57	
00060710	STOTZ EQUIPMENT	\$132.99	
		<b>\$12,253.44</b>	<b>Subtotal for Dept. Fire</b>
00061110	GREINER FORD LINCOLN	\$37.38	
00061131	STOTZ EQUIPMENT	\$1,490.67	
00060497	THE UPS STORE	\$11.58	
00061070	STOTZ EQUIPMENT	\$96.51	
00060371	CAPITAL BUSINESS SYSTEM	\$30.00	
00060372	PEDENS	\$68.00	
00061062	BEARING BELT CHAIN	\$37.68	
00061053	GREINER FORD LINCOLN	\$182.63	
00061052	STOTZ EQUIPMENT	\$76.62	
00060673	PRAIRIE PELLA	\$1,285.50	
00061084	JACKS TRUCK AND EQUIPMENT	\$1,052.83	
00060760	ALSCO	\$729.28	
00060786	NETWORK FLEET	\$18.95	
00060890	STOTZ EQUIPMENT	\$17.43	
00060814	INTERSTATE ALL BATTERY	\$23.96	
00060858	LARIAT INTERNATIONAL	\$3,796.40	
00060859	E&F TOWING & RECOVERY	\$75.00	
00061035	CASPER TIRE	\$180.00	
		<b>\$9,210.42</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
00061283	USPS	\$34.00	
00058150TAX	TAX REVERSAL	(\$46.51)	
00061005	MOUNTAIN STATES LITHOGRAPHING	\$179.55	
00058150	1890	\$1,023.27	
00061114	WYOMING SHIRT AND GIFTS	\$41.10	
00060792	BLACK BEAR HAVERSACK	\$195.00	
		<b>\$1,426.41</b>	<b>Subtotal for Dept. General - Fort Caspar</b>
00061101	GROWTH PRODUCTS	\$432.00	
00061102	CASPER STAR TRIBUNE	\$779.20	
00061127	SERVPRO OF CASPER	\$1,654.85	
		<b>\$2,866.05</b>	<b>Subtotal for Dept. Golf Course</b>
00061166	ATLAS OFFICE PRODUCTS	\$49.90	
00061069	ATLAS OFFICE PRODUCTS	\$49.14	

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## P-CARD VENDORS

	<b>\$99.04</b>	<b>Subtotal for Dept.</b>	<b>Health Insurance</b>
00061096 MENARDS	\$5.44		
00060874 THE HOME DEPOT	\$33.63		
00061186 BLAKEMAN PROPANE	\$11,993.88		
00061094 NATIONAL BIZ FURNITURE	\$2,646.88		
00060978 MITY-LITE	\$6,931.20		
00060894 ALBERTSONS	\$33.76		
00061205 WATERWORKS INDUSTRIES	\$91.64		
	<b>\$21,736.43</b>	<b>Subtotal for Dept.</b>	<b>Hogadon</b>
00061069 ATLAS OFFICE PRODUCTS	\$6.04		
00061276 ABSO	\$558.11		
	<b>\$564.15</b>	<b>Subtotal for Dept.</b>	<b>Human Resources</b>
00061023 AGP PROPANE SERVICES	\$153.84		
00061054 VISTAR ROCKY MOUNTAIN	\$108.65		
00060964 SAMS CLUB	\$27.52		
00061188 AMAZON	\$14.84		
00061179 SAMS CLUB	\$378.00		
00061136 NORCO	\$100.60		
00061125 SAMS CLUB	\$43.72		
00061123 SAMS CLUB	\$24.14		
00061060 CASPER RECREATIONAL	\$70.00		
00061046 PAPA JOHNS	\$17.89		
00060964 SAMS CLUB	\$31.14		
00060854 SAMS CLUB	\$59.34		
00060820 NORCO	\$111.64		
00060805 INTERNATIONAL TRANSACTION	\$1.92		
00060784 CENTER ICE SUPPLIES	\$239.80		
00060706 FACEBOOK	\$19.64		
00061222 SAMS CLUB	\$67.96		
00061109 SAMS CLUB	\$35.96		
	<b>\$1,506.60</b>	<b>Subtotal for Dept.</b>	<b>Ice Arena</b>
00061275 POWERMAPPER	\$449.10		
00061278 DOT GOV REGISTRATION -	\$400.00		
00061284 MISAC	\$130.00		
	<b>\$979.10</b>	<b>Subtotal for Dept.</b>	<b>Information Services</b>
00060936 BAILEYS ACE HARDWARE	\$24.99		
00061106 HEARTLAND SERVICES	(\$65.66)		
00061163 NATIONAL ANIMAL CARE	\$275.00		
00060985 HOBBY-LOBBY	\$44.98		
00060993 NOLAND FEED	\$38.00		
00061072 HARBOR FREIGHT TOOLS	\$19.58		
00061159 UW CASHIER OFFICE	\$5.95		
00060786 NETWORK FLEET	\$132.65		
00061192 ROTO ROOTER	\$236.81		
00060957 BAILEYS ACE HARDWARE	\$67.09		
00061183 BEST FRIENDS VETERINARY	\$309.31		
00060984 EXXONMOBIL	\$7.98		

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## P-CARD VENDORS

00061065 WALMART	\$27.00	
	<b>\$1,123.68</b>	<b>Subtotal for Dept. Metro Animal</b>
00061000 FEDEX	\$3.28	
00061000 FEDEX	\$31.22	
	<b>\$34.50</b>	<b>Subtotal for Dept. Metropolitan Planning</b>
00060662 ATLAS OFFICE PRODUCTS	\$19.12	
00060888 POWDER RIVER SHREDDERS	\$21.00	
00060825 TOP OFFICE PRODUCTS	\$38.00	
00060698 SAMS CLUB	\$6.98	
00061213 ATLAS OFFICE PRODUCTS	\$33.67	
	<b>\$118.77</b>	<b>Subtotal for Dept. Municipal Court</b>
00060968 NORCO	\$67.76	
	<b>\$67.76</b>	<b>Subtotal for Dept. Parking</b>
00060933 VERIZON	\$40.01	
00061267 BLOEDORN LUMBER	(\$213.76)	
00061050 BARGREEN WYOMING	\$4,004.10	
00060945 HONNEN EQUIPMENT	\$7.92	
00061287 BLOEDORN LUMBER	\$112.49	
00060939 CASPER WINNELSON	\$143.34	
00061257 BLOEDORN LUMBER	\$326.64	
00061294 BLOEDORN LUMBER	(\$127.79)	
00060786 NETWORK FLEET	\$160.80	
00060930 OREILLY AUTO	\$24.99	
00060922 SUPERIOR SIGNS & SUPPLY	\$58.24	
00060917 GARY'S LOCKSMITH	\$17.25	
00060914 HOODS EQUIPMENT	\$320.19	
00060901 CASPER CONTRACTORS SUPPLY	\$11.60	
00060980 STAPLES	\$16.58	
00060872 BAILEYS ACE HARDWARE	\$2.59	
00061009 BAILEYS ACE HARDWARE	\$6.58	
	<b>\$4,911.77</b>	<b>Subtotal for Dept. Parks</b>
00061113 AMBI MAIL AND MARKETING	\$6.02	
00060947 PEDENS	\$27.00	
	<b>\$33.02</b>	<b>Subtotal for Dept. Planning</b>
00061238 MOUNTAIN STATES LITHOGRAPHING	\$61.24	
00061190 R & R REST STOPS	\$277.84	
00061075 ALICE TRAINING INSTITUTE	\$595.00	
00061201 MEINEKE CAR CARE	\$37.06	
00061310 WICKLANDER ZULAWSKI AS	\$1,700.00	
00061251 PEACHES	\$20.00	
00061040 INTERNATIONAL ASSOC OF CHIEFS	\$150.00	
00061047 MOUNTAIN SPORTS	\$148.00	
00061049 SPYDERCO	\$110.45	
00061057 E&F TOWING & RECOVERY	\$555.00	
00061059 UNDER ARMOUR DIRECT	\$84.99	
00061034 SOURCE OFFICE AND TECHNOLOGY	\$633.83	
00061133 COCA COLA BOTTLING	\$51.45	

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## P-CARD VENDORS

00061171 SUTHERLANDS	\$8.94	
00061115 OREILLY AUTO	\$5.40	
00061313 MILE HIGH SHOOTING	\$1,712.90	
	<b>\$6,152.10</b>	<b>Subtotal for Dept. Police</b>
00061138 HENSLEY BATTERY	\$196.08	
00061364 HENSLEY BATTERY	\$221.38	
00061104 HENSLEY BATTERY	\$24.39	
00061182 HENSLEY BATTERY	\$25.30	
00061207 HENSLEY BATTERY	\$25.30	
	<b>\$492.45</b>	<b>Subtotal for Dept. Police Equipment</b>
00061069 ATLAS OFFICE PRODUCTS	\$41.64	
	<b>\$41.64</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
00061015 WALMART	\$43.51	
00061123 SAMS CLUB	\$12.08	
00060820 NORCO	\$223.29	
00060904 WALMART	\$47.08	
00061015 WALMART	\$1.96	
00060952 LONG BLDG. TECHNOLOGIES	(\$110.00)	
00061123 SAMS CLUB	\$12.08	
00060904 WALMART	\$3.97	
	<b>\$233.97</b>	<b>Subtotal for Dept. Recreation</b>
00061237 CITY OF CHEYENNE	\$114.00	
00061147 AIRGAS CENTRAL	\$10.20	
00061148 DRIVE TRAIN CASPER	\$12.81	
00061220 CMI-TECO	\$101.51	
00061116 CASPER TIRE	\$47.50	
00060493 ARCHITECTURAL GLAZING	\$1,919.34	
00061153 CMI-TECO	\$24.32	
00061180 BEARING BELT CHAIN	\$8.29	
00061225 CMI-TECO	\$868.05	
00061235 CMI-TECO	\$307.91	
00061265 CASPER TIRE	\$32.50	
00061184 MENARDS	\$53.82	
00061142 SUTHERLANDS	\$59.60	
00061290 CASPER TIRE	\$32.50	
00061135 CMI-TECO	\$22.72	
00061256 CMI-TECO	\$3,575.07	
00060786 NETWORK FLEET	\$416.90	
00061303 WYOMING STEEL AND RECYCLING	\$6,313.20	
00061333 CASPER TIRE	\$32.50	
	<b>\$13,952.74</b>	<b>Subtotal for Dept. Refuse Collection</b>
00060971 EPA SALES	\$322.24	
00061025 NEVEREST EQUIPMENT	\$50.75	
00060786 NETWORK FLEET	\$18.95	
00061058 CASPER CONTRACTORS SUPPLY	\$44.50	
00061026 CASPER STAR TRIBUNE	\$492.00	
00061203 HOME DEPOT	\$77.82	

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## P-CARD VENDORS

00060891	WW GRAINGER	\$29.58		
00061064	LAMAR MEDIA CORPORATION	\$2,100.00		
00060883	TOWNSQUARE MEDIA	\$658.00		
00060868	PURVIS INDUSTRIES	\$113.54		
		<b>\$3,907.38</b>	<b>Subtotal for Dept.</b>	<b>Sewer</b>
00061268	STAPLES	\$15.49		
00061041	VERIZON	\$40.01		
00061134	STAPLES	\$103.08		
00060895	BAILEYS ACE HARDWARE	\$17.99		
00060980	STAPLES	\$23.58		
00060786	NETWORK FLEET	\$549.55		
		<b>\$749.70</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
00061073	CPS DISTRIBUTORS	\$95.00		
00061036	CRUM ELECTRIC SUPPLY	\$2,791.96		
00061208	CPS DISTRIBUTORS	\$95.00		
00061196	WEAR PARTS	\$165.31		
00061010	SHERWIN WILLIAMS	\$64.50		
00060788	WW GRAINGER	\$279.00		
00060781	CASPER WINNELSON	\$17.86		
00060864	PURVIS INDUSTRIES	\$268.40		
00060796	CASPER WINNELSON	\$87.18		
00060789	CASPER CONTRACTORS SUPPLY	\$392.40		
00060819	PURVIS INDUSTRIES	\$21.09		
00061198	SHERWIN-WILLIAMS	\$52.89		
00061063	PURVIS INDUSTRIES	\$20.58		
00060946	LONG BLDG. TECHNOLOGIES	\$1,980.00		
		<b>\$6,331.17</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
00061068	WATERWORKS INDUSTRIES	\$16.45		
00061144	CASPER STAR TRIBUNE	\$208.90		
00061152	ENERGY LABORATORIES	\$340.00		
00061161	BEARING BELT CHAIN	\$2.29		
00061162	ENERGY LABORATORIES	\$25.00		
00061176	ENERGY LABORATORIES	\$20.00		
00061178	ENERGY LABORATORIES	\$660.00		
00061197	ENERGY LABORATORIES	\$132.00		
00061199	ENERGY LABORATORIES	\$340.00		
00061229	ENERGY LABORATORIES	\$37.00		
00061270	UNION WIRELESS	\$130.26		
00061210	UNITED STATES WELDING	\$19.23		
00060857	WATERWORKS INDUSTRIES	\$38.51		
00060913	TOP OFFICE PRODUCTS	\$88.77		
00060903	SUTHERLANDS	\$3.99		
00061002	DANA KEPNER COMPANY	\$215.76		
00060798	ENERGY LABORATORIES	\$25.00		
00060961	WW GRAINGER	\$36.60		
00060996	SUTHERLANDS	\$40.90		
00060797	GEORGE T SANDERS	\$22.08		
00060808	ENERGY LABORATORIES	\$37.00		

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## P-CARD VENDORS

00060786 NETWORK FLEET	\$170.55	
	<b>\$2,610.29</b>	<b>Subtotal for Dept. Water</b>
00061174 SUTHERLANDS	\$12.95	
00061154 FERGUSON ENTERPRISES	\$116.63	
00061029 AGP PROPANE SERVICES	\$18.58	
00060925 ADVANCED HYDRAULIC	\$10.08	
00061164 GREINER FORD LINCOLN	\$42.34	
00061172 EUROFINS EATON ANALYTICS	\$200.00	
00060976 BEARING BELT CHAIN	\$11.37	
00060977 ENERGY LABORATORIES	\$84.00	
00061008 WW GRAINGER	\$69.25	
00060955 ADVANCED HYDRAULIC	\$5.88	
00061011 BEARING BELT CHAIN	\$85.69	
00061014 AUTOMATION ELECTRONICS	\$267.50	
00060848 KEENAN SUPPLY	\$856.69	
00061167 WW GRAINGER	\$298.90	
00060937 UPS	\$85.80	
00060879 BEARING BELT CHAIN	\$6.64	
00060877 MPI WAREHOUSE	\$1,249.97	
00061037 WATERWORKS INDUSTRIES	\$322.67	
00061077 WATERWORKS INDUSTRIES	(\$253.42)	
00061081 UNITED STATES WELDING	\$2,562.30	
00061089 ENERGY LABORATORIES	\$225.00	
00061093 ENERGY LABORATORIES	\$20.00	
00061107 USPS	\$18.27	
00060850 ATLAS OFFICE PRODUCTS	\$183.16	
00061122 WW GRAINGER	\$149.45	
00060871 WW GRAINGER	\$570.50	
00060941 ENERGY LABORATORIES	\$225.00	
00061126 COASTAL CHEMICAL	\$145.51	
00061129 WW GRAINGER	\$149.45	
00060944 FERGUSON ENTERPRISES	\$383.00	
00061117 ENERGY LABORATORIES	\$75.00	
	<b>\$8,198.16</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
	<b>\$168,134.65</b>	<b>Subtotal for Vendor</b>

## PEPPER TANK & CONTRACTING

91394 FABRICATION	\$452.00	
	<b>\$452.00</b>	<b>Subtotal for Dept. Waste Water</b>
	<b>\$452.00</b>	<b>Subtotal for Vendor</b>

## PEPSI COLA OF CASPER

2199020874 PRODUCT	\$192.00	
2199019805 PRODUCT	\$223.00	
2199019804 PRODUCT	\$223.00	
	<b>\$638.00</b>	<b>Subtotal for Dept. Aquatics</b>
2105001141 PRODUCT	\$10.20	
	<b>\$10.20</b>	<b>Subtotal for Dept. Ice Arena</b>



# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## PEPSI COLA OF CASPER

**\$648.20** Subtotal for Vendor

### PEREZ, NADIEZDHA

0029076677 UTILITY REFUND

\$35.02

**\$35.02** Subtotal for Dept. Water

**\$35.02** Subtotal for Vendor

### POP IN THE SHOP INC

0029076679 UTILITY REFUND

\$0.30

0029076679 UTILITY REFUND

\$51.84

**\$52.14** Subtotal for Dept. Water

**\$52.14** Subtotal for Vendor

### POSTAL PROS SOUTHWEST INC

42361 WEB

\$3,953.20

3907 UTILITY BILLING FEES

\$243.54

3925 UTILITY BILLING FEES

\$5,008.86

**\$9,205.60** Subtotal for Dept. Finance

**\$9,205.60** Subtotal for Vendor

### POVERTY RESISTANCE FOOD PANTRY

1000 FUNDING

\$760.00

**\$760.00** Subtotal for Dept. One Cent #15

**\$760.00** Subtotal for Vendor

### PUBLIC SAFETY COMMUNICATIONS CENTER

734/153669 MONTHLY USER FEE

\$2,622.29

**\$2,622.29** Subtotal for Dept. Metro Animal

1276/153670 MONTHLY USER FEE

\$572.73

**\$572.73** Subtotal for Dept. Water

**\$3,195.02** Subtotal for Vendor

### RAFTELIS FINANCIAL CONSULTANTS INC

CAWY1702-05 SYSTEM INVESTMENT CHARGE/COST

\$4,445.35

**\$4,445.35** Subtotal for Dept. Sewer

CAWY1702-05 SYSTEM INVESTMENT CHARGE/COST

\$4,445.35

**\$4,445.35** Subtotal for Dept. Waste Water

CAWY1702-05 SYSTEM INVESTMENT CHARGE/COST

\$6,770.05

**\$6,770.05** Subtotal for Dept. Water

**\$15,660.75** Subtotal for Vendor

### RECYCLED MATERIALS, LLC.

0984 HOGADON LODGE DEMOLITION

\$15,000.00

**\$15,000.00** Subtotal for Dept. Hogadon

**\$15,000.00** Subtotal for Vendor

### ROCKY MOUNTAIN POWER

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## ROCKY MOUNTAIN POWER

RIN0027876 REMEDIATION	\$482.73	
RIN0027875 POWER GATE	\$28.15	
	<b>\$510.88</b>	<b>Subtotal for Dept. Balefill</b>
AP000168063017 ELECTRICITY	\$217.53	
	<b>\$217.53</b>	<b>Subtotal for Dept. Buildings &amp; Structures</b>
AP000236071017 ELECTRICITY	\$59.32	
	<b>\$59.32</b>	<b>Subtotal for Dept. Parks</b>
RIN0027909 ELECTRICITY	\$9.65	
	<b>\$9.65</b>	<b>Subtotal for Dept. Streets</b>
RIN0027907 ELECTRICITY	\$10,378.36	
RIN0027907 ELECTRICITY	\$59,683.52	
	<b>\$70,061.88</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
	<b>\$70,859.26</b>	<b>Subtotal for Vendor</b>

## ROTARY CLUB OF CASPER-REVEILLE

73 MEMBERSHIP DUES	\$300.00	
	<b>\$300.00</b>	<b>Subtotal for Dept. City Manager</b>
	<b>\$300.00</b>	<b>Subtotal for Vendor</b>

## SALEM MINERALS INC.

36664 RESALE ITEMS	\$284.57	
	<b>\$284.57</b>	<b>Subtotal for Dept. General - Fort Caspar</b>
	<b>\$284.57</b>	<b>Subtotal for Vendor</b>

## SAM PARSON'S UPHOLSTERY

674099 REPAIR SEAT UPHOLSTERY	\$175.00	
	<b>\$175.00</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
	<b>\$175.00</b>	<b>Subtotal for Vendor</b>

## SARAH SZEWCZYK

RIN0027806 TUITION REIMBURSEMENT	\$402.30	
	<b>\$402.30</b>	<b>Subtotal for Dept. Municipal Court</b>
	<b>\$402.30</b>	<b>Subtotal for Vendor</b>

## SCHWARTZ, BON, WALKER, & STUDER, LLC.

7223 LEGAL	\$2,112.00	
7224 LEGAL	\$1,430.00	
	<b>\$3,542.00</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
	<b>\$3,542.00</b>	<b>Subtotal for Vendor</b>

## SHAW, STAFFORD

0029076672 UTILITY REFUND	\$54.47	
	<b>\$54.47</b>	<b>Subtotal for Dept. Water</b>
	<b>\$54.47</b>	<b>Subtotal for Vendor</b>

## SHOSHONE DISTRIBUTING CO., INC.

5128 RESALE ITEMS	\$448.00	
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# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## SHOSHONE DISTRIBUTING CO., INC.

**\$448.00** Subtotal for Dept. General - Fort Caspar  
**\$448.00** Subtotal for Vendor

## SMARSH, INC

INV00243470 EMAIL MAINTENANCE

\$1,807.00  
**\$1,807.00** Subtotal for Dept. Finance  
**\$1,807.00** Subtotal for Vendor

## STAR LINE FEEDS

244651 PET FOOD

\$506.25  
**\$506.25** Subtotal for Dept. Metro Animal  
**\$506.25** Subtotal for Vendor

## STATE OF WY. - OFFICE OF STATE LANDS & INVEST

RIN0027905 CWSRF 128 PRINCIPAL PAYMENT

\$3,434.22  
**\$3,434.22** Subtotal for Dept. Waste Water  
**\$3,434.22** Subtotal for Vendor

## STEALTH PARTNER GROUP

RIN0027920 MEDICAL STOP LOSS

\$55,259.08  
**\$55,259.08** Subtotal for Dept. Health Insurance  
**\$55,259.08** Subtotal for Vendor

## STEVE/CYNTHIA DACUS

RIN0027915 UTILITY REFUND

\$209.29  
**\$209.29** Subtotal for Dept. Water  
**\$209.29** Subtotal for Vendor

## TERRACON

T927514 AIR EMISISONS MONITORING

\$9,194.40  
**\$9,194.40** Subtotal for Dept. Balefill  
**\$9,194.40** Subtotal for Vendor

## THATCHER CO.

1419303 CHEMICALS

\$7,803.91  
**\$7,803.91** Subtotal for Dept. Water Treatment Plant  
**\$7,803.91** Subtotal for Vendor

## THE SALVATION ARMY

7-16 FUNDING

\$132,952.00  
**\$132,952.00** Subtotal for Dept. One Cent #15  
**\$132,952.00** Subtotal for Vendor

## TRIHYDRO CORP.

0120220 BROWNFIELDS ASSESSMENT GRANT -  
0120219 BROWNFIELDS ASSESSMENT GRANT -

\$2,623.75  
\$2,935.50  
**\$5,559.25** Subtotal for Dept. Planning

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## TRIHYRO CORP.

**\$5,559.25** Subtotal for Vendor

## VIEWPOINT GOVERNMENT SOLUTIONS, INC.

2472 LICENSES

\$1,680.00

**\$1,680.00** Subtotal for Dept. Code Enforcement

2472 LICENSES

\$480.00

**\$480.00** Subtotal for Dept. Engineering

**\$2,160.00** Subtotal for Vendor

## VISION SVC. PLAN

803921260 COBRA CONTRIBUTIONS

\$64.84

803921258 BENEFIT PAYABLE

\$1,459.22

**\$1,524.06** Subtotal for Dept. Health Insurance

**\$1,524.06** Subtotal for Vendor

## WARDWELL WATER & SEWER DISTRICT

RIN0027866 BOOSTER IRRIGATION

\$59.59

**\$59.59** Subtotal for Dept. Water Treatment Plant

**\$59.59** Subtotal for Vendor

## WASTE WATER TREATMENT

1337/153676 MONTHLY SUMP CLEANING

\$600.00

**\$600.00** Subtotal for Dept. Balefill

**\$600.00** Subtotal for Vendor

## WENDY THORNTON

RIN0027852 MILEAGE REIMBURSEMENT

\$30.39

**\$30.39** Subtotal for Dept. Information Services

**\$30.39** Subtotal for Vendor

## WEST PLAINS ENGINEERING, INC.

BC17009-001002 COMPOST EQUIPMENT HEATING

\$585.00

**\$585.00** Subtotal for Dept. Balefill

BC15031-0010018 FY16 CEC CHILLER REPLACEMENT

\$310.00

**\$310.00** Subtotal for Dept. Casper Events Center

**\$895.00** Subtotal for Vendor

## WESTERN STATES FIRE PROTECTION

WSF091877 REPAIR LEAK

\$307.00

**\$307.00** Subtotal for Dept. Balefill

**\$307.00** Subtotal for Vendor

## WILLDAN LIGHTING & ELECTRIC INC

0021-00397 LIGHTING CASPER CLUBHOUSE

\$90.36

0021-00398 LIGHTING PARADISE VALLEY POOL

\$185.52

0021-00395 LIGHTING CITY HALL

\$1,267.24

0021-00353 LIGHTING 310 W A

\$1,155.71

# Bills and Claims

19-Jul-17 to 01-Aug-17

City of Casper

## WILLDAN LIGHTING & ELECTRIC INC

**\$2,698.83** Subtotal for Dept. Buildings & Structures  
**\$2,698.83** Subtotal for Vendor

## WILLIAMS, PORTER, DAY & NEVILLE, P.C.

78310 LEGAL FEES

\$190.00

**\$190.00** Subtotal for Dept. Property & Liability Insurance

78286 LEGAL FEES

\$140.00

**\$140.00** Subtotal for Dept. Waste Water

**\$330.00** Subtotal for Vendor

## WLC ENGINEERING - SURVEYING - PLANNING

2017-10549 WEST CASPER ZONE II WATER SYST

\$8,103.48

2017-10549 WEST CASPER ZONE II WATER SYST

\$3,991.27

**\$12,094.75** Subtotal for Dept. Water

**\$12,094.75** Subtotal for Vendor

## WY. ASSOC. OF MUNICIPALITIES

15491 MEMBERSHIP DUES

\$43,981.10

**\$43,981.10** Subtotal for Dept. Council

**\$43,981.10** Subtotal for Vendor

## WY. ASSOC. OF RISK MGMT.

180 USER LICENSE

\$5,000.00

**\$5,000.00** Subtotal for Dept. Property & Liability Insurance

**\$5,000.00** Subtotal for Vendor

## WY. BUSINESS COALITION ON HEALTH, INC.

2017JULY- HEALTH ASSOCIATION DUES  
DECEMBER

\$4,810.00

**\$4,810.00** Subtotal for Dept. Health Insurance

**\$4,810.00** Subtotal for Vendor

## WY. DEPT. OF TRANSPORTATION

0000089661 BRYAN STOCK TRAIL

\$4,671.21

**\$4,671.21** Subtotal for Dept. Streets

**\$4,671.21** Subtotal for Vendor

## WY. DEPT. OF WORKFORCE SVCS.

RIN0027926 3RD QUARTER UNEMPLOYMENT

\$5,189.52

RIN0027926 3RD QUARTER UNEMPLOYMENT

\$3,215.66

**\$8,405.18** Subtotal for Dept. Casper Events Center

RIN0027926 3RD QUARTER UNEMPLOYMENT

\$496.00

**\$496.00** Subtotal for Dept. Cemetery

RIN0027926 3RD QUARTER UNEMPLOYMENT

\$54.21

**\$54.21** Subtotal for Dept. Golf Course

RIN0027926 3RD QUARTER UNEMPLOYMENT

\$621.32

**\$621.32** Subtotal for Dept. Hogadon

**\$9,576.71** Subtotal for Vendor

# Bills and Claims

City of Casper

19-Jul-17 to 01-Aug-17

## WYCOMP, INC.

RIN0027861 DRINKING WATER SAMPLING

\$1,143.20

**\$1,143.20** Subtotal for Dept. Water Treatment Plant

**\$1,143.20** Subtotal for Vendor

## WYOMEDIA CORP

30428-1 ADVERTISING

\$119.00

11194 ADVERTISING

\$115.00

**\$234.00** Subtotal for Dept. Golf Course

**\$234.00** Subtotal for Vendor

**Grand Total**

**\$2,524,643.44**

Approved By:

On:

**Payroll Disbursements**

7/20/17	FIRE PAYROLL	\$	174,183.14
7/20/17	BENEFITS & DEDUCTIONS	\$	28,833.16
7/27/17	CITY PAYROLL	\$	1,121,376.17
7/27/17	BENEFITS & DEDUCTIONS	\$	177,632.68

**Total Payroll** \$ 1,502,025.15

**Additional Fees**

**Total Fees** \$ -

**Additional AP**

7/13/17	Prewrits - utility refunds/travel reimbursements/Sales Tax	\$	3,884.97
7/13/17	Global Spectrum - Ticket Sales	\$	44,583.50
7/13/17	Global Spectrum - Contractual Fees	\$	57,144.91
7/18/17	Additional P-card payment	\$	20,685.22

**Total Additional AP** \$ 126,298.60

July 24, 2017

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

FROM: Liz Becher, Community Development Director *lb*  
Aaron Kloke, Planner I

SUBJECT: Consideration of an Ordinance to Vacate a Portion of the Alley South of West Yellowstone Highway, between David Street and Ash Street

Meeting Type & Date: Regular Council Meeting, August 1, 2017.

Action Type: Ordinance and Public Hearing

Recommendation: That Council approve an ordinance to vacate a portion of the alley located south of West Yellowstone Highway, between David Street and Ash Street.

Summary: The Casper Downtown Development Authority (DDA) has requested a vacation of a portion of the alley south of W. Yellowstone Highway, between David St. and Ash St., as part of the David Street Station construction project.

Wyoming State Statute 15-4-305, regarding street vacations, states that “no vacation may be ordered except upon petition of a majority of the owners owning a majority of the property abutting on the portion proposed to be vacated and extending three hundred (300) feet in either direction from the portion proposed to be vacated.” Signatures have been obtained by the DDA from a majority of the property owners owning a majority of the property within three hundred (300) feet of the subject alley parcel. In addition, the DDA has provided utility/easement releases from all utilities, as is required. Once vacated, the ownership of the alley will revert to the immediately-adjacent property owner(s).

A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing on August 1, 2017. All public hearings are also advertised on the City’s website (casperwy.gov).

Financial Considerations: The proposed alley vacation does not affect the City’s budget. Wyoming State Statute 15-4-305 states that the City may demand and receive the value of the land vacated as consideration for the vacation.

Oversight/Project Responsibility: Aaron Kloke, Community Development Dept., is tasked with processing the vacation request.

Attachments: Aerial map, Property Location Plat, Legal Description, Signatures from property owners within 300’ of the subject property, Signatures from public and private utility providers, Easement Location Map, Ordinance



# David Street Station Alley Vacation



Alley Access

Alley Access

**Legend**  
— Subject Property



WLC ENGINEERING, SURVEYING AND PLANNING  
200 PRONGHORN STREET, CASPER, WYOMING 82601

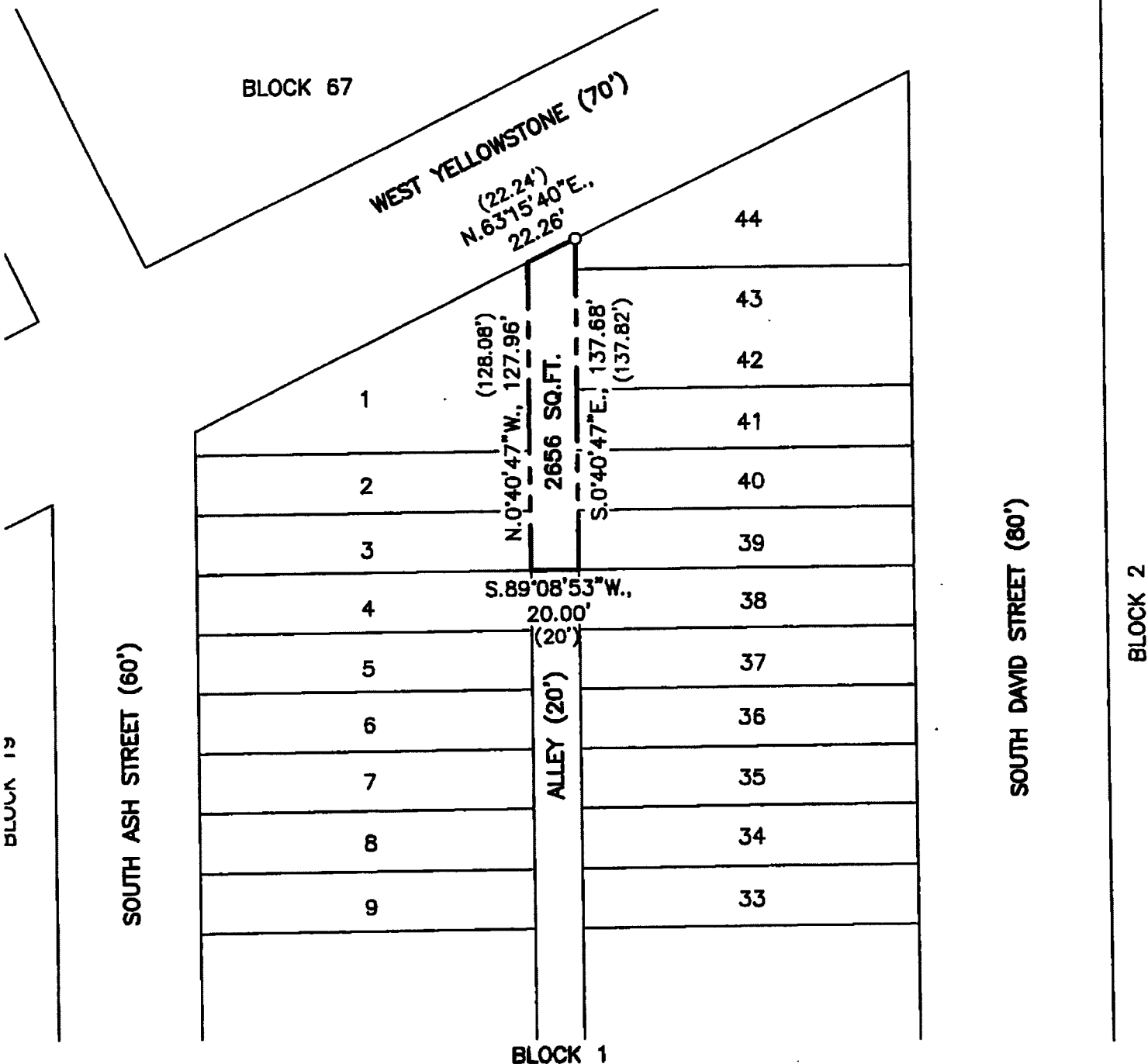
FOR

Client DOWNTOWN DEVELOPMENT AUTHORITY Address 234 SOUTH DAVID  
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

NW1/4 Section 9, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming  
Lot PT. ALLEY Block 1 Subdivision CITY OF CASPER  
City CASPER County NATRONA State WYOMING

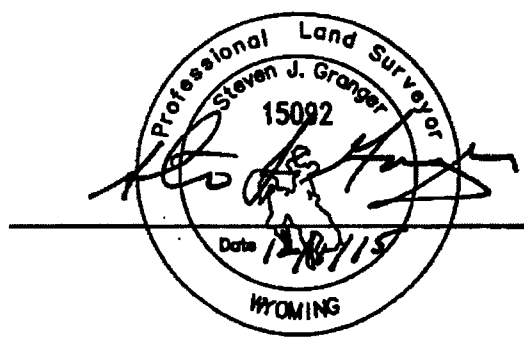
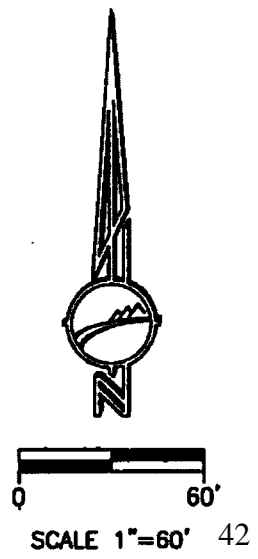
EXHIBIT A



BASIS OF BEARING  
STATE PLANE COORDINATES—NAD83/86  
WYOMING EAST CENTRAL ZONE  
GRID DISTANCES—US SURVEY FOOT

LEGEND  
○ RECOVERED BRASS CAP  
(75.00') RECORD  
75.00' MEASURED

Date: 11/10/15 (REV. 12/1/15)  
W.O. No. 15918  
Drawn By: SJG  
Acad File: DDA BOUNDARY





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

### EXHIBIT B

November 10, 2015 (Revised 12/1/15)

Downtown Development Authority  
234 South David  
Casper, WY 82601

W.O. No.: 15918

Description: (20' Wide Alley Vacation-Block 1, City of Casper)

A Parcel located in and being a portion of Block 1, City of Casper, being a subdivision of a portion of the NW1/4, Section 9, Township 33 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described as follows:

Beginning at the northeast corner of the Parcel being described, the northwest corner of Lot 44, Block 1, City of Casper and a point in the southeasterly right of way line of West Yellowstone; thence from said Point of Beginning and along the easterly line of said Parcel and the westerly line of Lots 39 through 44, Block 1, City of Casper, S.0°40'47"E., 137.68 feet to the southeast corner of said Parcel and the southwest corner of Lot 39, Block 1, City of Casper; thence along the southerly line of said Parcel, across said Alley, Block 1, City of Casper, S.89°08'53"W., 20.00 feet to the southwest corner of said Parcel and the southeast corner of Lot 3, Block 1, City of Casper; thence along the westerly line of said Parcel and the easterly line of Lots 1 through 3, Block 1, City of Casper, N.0°40'47"W., 127.96 feet to the northwest corner of said Parcel, the northeast corner of Lot 1, Block 1, City of Casper and a point in and intersection with said southeasterly right of way line of West Yellowstone; thence along the northwesterly line of said Parcel and the southeasterly right of way line of said West Yellowstone, N.63°15'40"E., 22.26 feet to the Point of Beginning, and said Parcel and Strip containing 0.061 acres, more or less, as set forth by the plat attached and made a part hereof.









# City of Casper Planning Division

## Petition for Street/Alley Vacation

**PETITIONER'S INFORMATION:**

NAME: Downtown Development Authority  
 ADDRESS: 234 S David, Casper, WY 82601  
 TELEPHONE: 307-235-6710 EMAIL: projects@downtowncasper.com

§ W.S. 15-4-305. Streets; vacation; petition required; consideration.

The governing body has the exclusive power and, by ordinance, may vacate any highway, street, lane or alley, or portion thereof. No vacation may be ordered except upon petition of a majority of the owners owning a majority of the property abutting on the portion proposed to be vacated and extending three hundred (300) feet in either direction from the portion proposed to be vacated. The city or town may demand and receive the value of the land vacated as consideration for the vacation.

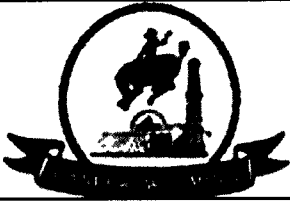
**WE, THE UNDERSIGNED PROPERTY OWNERS, PETITION FOR THE VACATION OF THE STREET(S)/ALLEY(S) OUTLINED IN THE ATTACHED EXHIBIT 'A':**

PRINTED NAME	SIGNATURE	PROPERTY OWNED (LEGAL DESCRIPTION)	DATE
Shawn Powell	<i>Shawn Powell</i>	Casper Blk 67, Lot 9+10 E16 Commercial	1/15/16
Garry Yake	GARRY YAKE	340 SOUTH A ST	1/15/16
Sheep Lopez	<i>Sheep Lopez</i>	310 W yellowstone	1/15/16
Lindsay Grant	<i>Lindsay Grant</i>	CSPR. BLK 67 LOT 45 Stripback of CSPR BLK 67 LOT 2 PT 3 ALL same + stripback of same	1/18/16
Charles Wabsh	Charles Wabsh	Casper Blk 19, Lot 17 N55' 18-19 WPT	1/19/16
Meredith Ochs	<i>Meredith Ochs</i>	Casper Blk 2 Lot 28-30 INCL Commercial	2/9/16
Thomas Valdez	<i>Thomas Valdez</i>	Casper Blk 2, Lot 6 Commercial	2/9/16
Blake Jackson	<i>Blake Jackson</i>	Casper Blk 2, Lot 18 Commercial	2/9/16
Yvette A. Jivary	<i>Yvette A. Jivary</i>	Casper Blk 19, Lot 18-19 EPT, Commercial	2/9/16
Phil Schmidt	<i>Phil Schmidt</i>	Casper Blk 11, Lot 35 N16 36-39 Inc Commercial DL	2/17/16

**SUBMIT TO:**  
 Community Development Department  
 Planning Division  
 200 N David, RM 203  
 Casper, WY 82601  
 Phone: 307-235-8241  
 Fax: 307-235-8362  
 www.casperwy.gov  
 E-mail: dhardy@cityofcasperwy.com

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:**
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES FOR ALL PROPERTY OWNERS
  - EXHIBIT A
  - CONSENT TO RELEASE AND ABANDONMENT WITH ORIGINAL SIGNATURES FOR ALL UTILITY COMPANIES

**FOR OFFICE USE ONLY:**  
 DATE SUBMITTED: \_\_\_\_\_  
 REC'D BY: \_\_\_\_\_



# City of Casper Planning Division

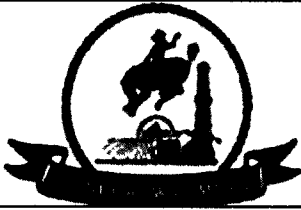
## Petition for Street/Alley Vacation

§ W.S. 15-4-305. Streets; vacation; petition required; consideration.

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**WE, THE UNDERSIGNED PROPERTY OWNERS, PETITION FOR THE VACATION OF THE STREET(S)/ALLEY(S) OUTLINED IN THE ATTACHED EXHIBIT 'A':**

PRINTED NAME	SIGNATURE	PROPERTY OWNED (LEGAL DESCRIPTION)	DATE
Codylou Taubert	<i>[Signature]</i>	Casper BLK 19 Lot 10-12 Incl Commercial	2/10/16
Codylou Taubert	<i>[Signature]</i>	Casper BLK 19 Lot 13 Commercial	2/10/16
Timothy N. Schlager	<i>[Signature]</i>	Casper BLK 144 LOT 7-9 Incl Commercial	2/11/16
Timothy N. Schlager	<i>[Signature]</i>	Casper BLK 144 LOT 10 Commercial	2/11/16
Tom Heald	<i>[Signature]</i>	Casper BLK 19 Lot 14 Commercial	2/11/16
Tom Heald	<i>[Signature]</i>	Casper BLK 19 Lot 15 S 50, Commercial	2/11/16
Cynthia Cartier	<i>[Signature]</i>	Casper BLK 8 Lot 6-8 Incl Commercial	2/16/16
Lawrence Middaugh	<i>[Signature]</i>	Casper Blk 67 Lot 10 W 24 11E 33 + 1/3 + Strip Back	2/16/16
Heidi Loucks	<i>[Signature]</i>	Strip 51.26 x 125 Back of	2/16/16
Heidi Loucks	<i>[Signature]</i>	Casper BLK 67 Lot 11-1 + 1/4 PT	2/17/16
Kevin Hawley	<i>[Signature]</i>	Casper BLK 144 Lot 1-2 + TR ADJ on N	2/17/16
Danatt. Deuel	<i>[Signature]</i>	Casper Blk 8 Lot 10 Commercial	2/22/2016
Danatt. Deuel	<i>[Signature]</i>	Casper Blk 2 Lots 36-39 Commercial	2/22/2016



# City of Casper Planning Division

## Petition for Street/Alley Vacation

§ W.S. 15-4-305. Streets; vacation; petition required; consideration.

The governing body has the exclusive power and, by ordinance, may vacate any highway, street, lane or alley, or portion thereof. No vacation may be ordered except upon petition of a majority of the owners owning a majority of the property abutting on the portion proposed to be vacated and extending three hundred (300) feet in either direction from the portion proposed to be vacated. The city or town may demand and receive the value of the land vacated as consideration for the vacation.

**WE, THE UNDERSIGNED PROPERTY OWNERS, PETITION FOR THE VACATION OF THE STREET(S)/ALLEY(S) OUTLINED IN THE ATTACHED EXHIBIT 'A':**

PRINTED NAME	SIGNATURE	PROPERTY OWNED (LEGAL DESCRIPTION)	DATE
City of Casper	<i>[Signature]</i>	Casper Block 1, Lot 6-8	11/16/16
City of Casper	<i>[Signature]</i>	Casper Block 1, Lot 40	11/16/16
City of Casper	<i>[Signature]</i>	Casper Block 1, Lot 1-4 incl W 1/2 + All Lot 5	11/16/16
City of Casper	<i>[Signature]</i>	Casper Block 1, Lot 23-24	11/16/16
City of Casper	<i>[Signature]</i>	Casper Block 1, Lot 9-12	11/16/16
City of Casper	<i>[Signature]</i>	Casper Block 1, Lot 25-34 incl Lot 35 S 9	11/16/16
City of Casper	<i>[Signature]</i>	Casper Block 1, Lot 16-17 + 18 N 10	11/16/16
City of Casper	<i>[Signature]</i>	Casper Block 1, Lot 20-21	11/16/16
City of Casper	<i>[Signature]</i>	Casper Block 1, Lot 13	11/16/16
City of Casper	<i>[Signature]</i>	Casper Block 1, Lot 14-15	11/16/16
City of Casper	<i>[Signature]</i>	Casper Block 1, Lot 18 S 15 + Lot 19 All	11/16/16
City of Casper	<i>[Signature]</i>	Casper Block 1, Lot 22	11/16/16
City of Casper	<i>[Signature]</i>	Casper Block 1, Lot 41-43 + Lot 44 PT	11/16/16
City of Casper	<i>[Signature]</i>	Casper Block 1, Lot 1-4 incl E 1/2	11/16/16

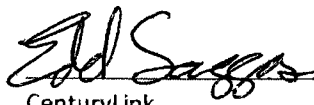




**CONSENT TO RELEASE AND  
ABANDONMENT OF EASEMENT**

We, the undersigned, representing the utility companies, do hereby agree to the release and abandonment of the following utility easement:

SEE ATTACHED EXHIBIT "A" (Legal Description of Easement)

 CenturyLink	<u>EOD SARGUS</u> <u>ENGINEER II</u> Name/Title	<u>2/17/2016</u> Date
--	---	--------------------------

_____	_____	_____
Source Gas	Name/Title	Date

_____	_____	_____
Charter	Name/Title	Date

_____	_____	_____
Rocky Mountain Power	Name/Title	Date

_____	_____	_____
Casper Public Utilities	Name/Title	Date

_____	_____	_____
Utility Company Name	Name/Title	Date

CONSENT TO RELEASE AND  
ABANDONMENT OF EASEMENT

We, the undersigned, representing the utility companies, do hereby agree to the release and abandonment of the following utility easement:

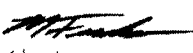
SEE ATTACHED EXHIBIT "A" (Legal Description of Easement)

Utility Company Name	Name/Title	Date
CenturyLink		
<i>BLACK HILLS ENERGY</i> Source Gas	<i>[Signature]</i> Name/Title	<i>2-22-16</i> Date
Charter		
Rocky Mountain Power		
Casper Public Utilities		
Utility Company Name		

CONSENT TO RELEASE AND  
ABANDONMENT OF EASEMENT

We, the undersigned, representing the utility companies, do hereby agree to the release and abandonment of the following utility easement

SEE ATTACHED EXHIBIT 'A' (Legal Description of Easement)

Centurylink	Name/Title	Date
Source Gas	Name/Title	Date
 Charter	<u>MIKE FRANKS / CONSTRUCTION SUPERVISOR</u> Name/Title	<u>2-10-16</u> Date
Rocky Mountain Power	Name/Title	Date
Casper Public Utilities	Name/Title	Date
Utility Company Name	Name/Title	Date

**CONSENT TO RELEASE AND  
ABANDONMENT OF EASEMENT**


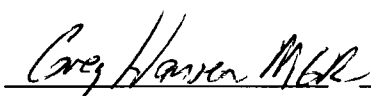
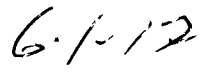
We, the undersigned, representing the utility companies, do hereby agree to the release and abandonment of the following utility easement:

SEE ATTACHED EXHIBIT "A" (Legal Description of Easement)

_____ CenturyLink	_____ Name/Title	_____ Date
----------------------	---------------------	---------------

_____ Source Gas	_____ Name/Title	_____ Date
---------------------	---------------------	---------------

_____ Charter	_____ Name/Title	_____ Date
------------------	---------------------	---------------

 Rocky Mountain Power	 Name/Title	 Date
---	---	---

_____ Casper Public Utilities	_____ Name/Title	_____ Date
----------------------------------	---------------------	---------------

_____ Utility Company Name	_____ Name/Title	_____ Date
-------------------------------	---------------------	---------------

**CONSENT TO RELEASE AND  
ABANDONMENT OF EASEMENT**

We, the undersigned, representing the utility companies, do hereby agree to the release and abandonment of the following utility easement:


SEE ATTACHED EXHIBIT "A" (Legal Description of Easement)

_____ CenturyLink	_____ Name/Title	_____ Date
----------------------	---------------------	---------------

_____ Source Gas	_____ Name/Title	_____ Date
---------------------	---------------------	---------------

_____ Charter	_____ Name/Title	_____ Date
------------------	---------------------	---------------

_____ Rocky Mountain Power	_____ Name/Title	_____ Date
-------------------------------	---------------------	---------------

<u></u> Casper Public Utilities	<u>Public Utility Manager</u> Name/Title	<u>7-12-17</u> Date
---	---	------------------------

_____ Utility Company Name	_____ Name/Title	_____ Date
-------------------------------	---------------------	---------------

Copy

Return to:  
Rocky Mountain Power  
Estimator: Leach  
2840 E. Yellowstone  
Casper, WY 82604

| WO#:6125819

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **City of Casper, Wyoming** (“Grantor”), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, (“Grantee”), an easement for a right of way 20 feet in width and 130 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Natrona County, State of Wyoming** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A & B** attached hereto and by this reference made a part hereof:

Legal Description: A Parcel located in and being a portion of Lot 1 through 5 and alley, Block 1, City of Casper being a subdivision of a portion of the NW1/4, Section 9, Township 33 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming.

Together with the right of reasonable access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities.

Grantor hereby reserves, and shall have the right to use the right of way granted herein for any use which does not otherwise unreasonably interfere with the Grantee’s use thereof, including the right to install walkways, trails, or sidewalks, or other public or private utilities on or in the easement property.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

Dated this 16<sup>th</sup> day of November, 2016.





WLC ENGINEERING, SURVEYING AND PLANNING  
200 PRONGHORN STREET, CASPER, WYOMING 82601

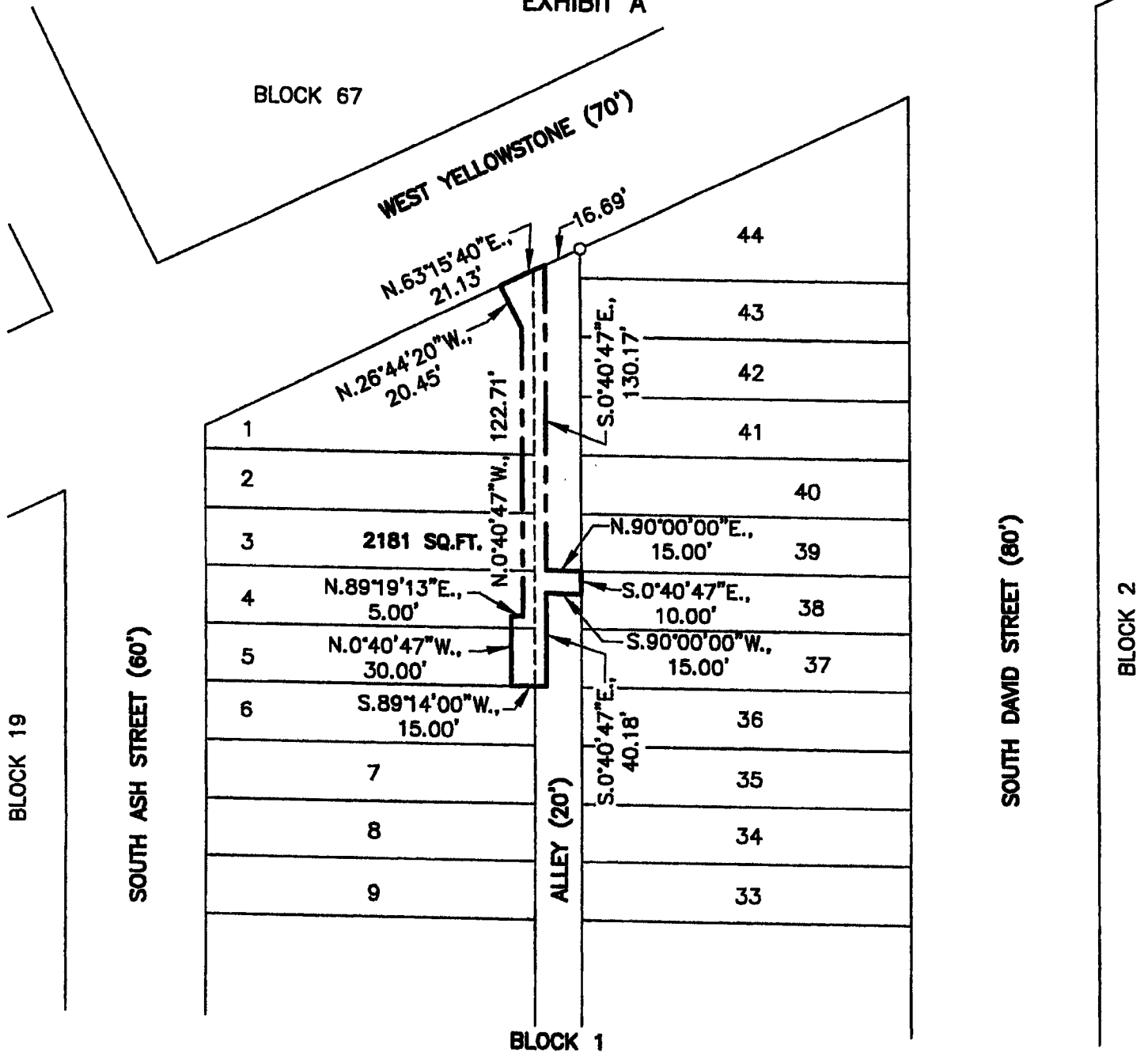
FOR

Client DOWNTOWN DEVELOPMENT AUTHORITY Address 234 SOUTH DAVID  
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

NW1/4 Section 9, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming  
Lot 1-5 & PT. ALLEY Block 1 Subdivision CITY OF CASPER  
City CASPER County NATRONA State WYOMING

EXHIBIT A

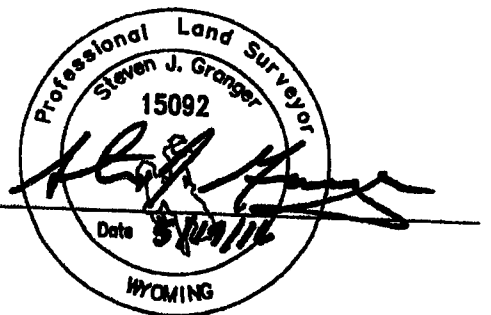
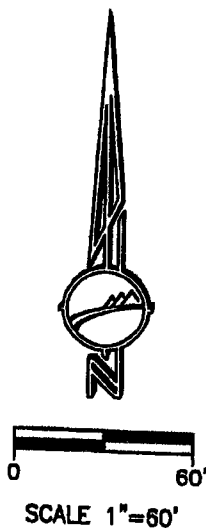


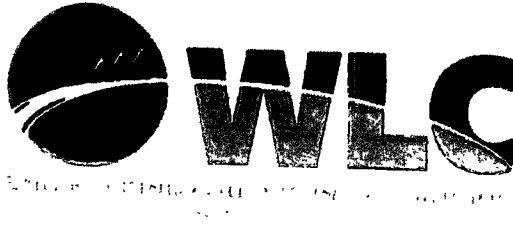
BASIS OF BEARING  
STATE PLANE COORDINATES—NAD83/86  
WYOMING EAST CENTRAL ZONE  
GRID DISTANCES—US SURVEY FOOT

LEGEND

- RECOVERED BRASS CAP (75.00') RECORD
- 75.00' MEASURED

Date: 5/19/16  
W.O. No. 15958  
Drawn By: SJG  
Acad File: DDA BOUNDARY





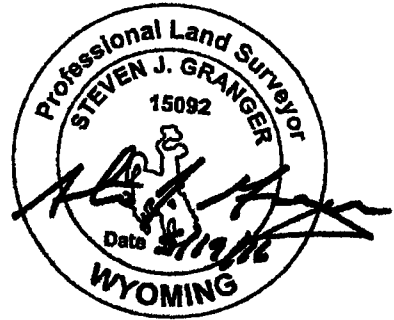
CASPER  
200 PRONGHORN  
CASPER, WY 82601  
P: 307-266-2524

**EXHIBIT B**

May 19, 2016

Downtown Development Authority  
234 South David  
Casper, WY 82601

W.O. No.: 15958  
Sheet 1 of 2



Description: (Utility Easements - Block 1, City of Casper)

A Parcel located in and being a portion of Lots 1 through 5 and Alley, Block 1, City of Casper, being a subdivision of a portion of the NW1/4, Section 9, Township 33 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described as follows:

Beginning at the northeast corner of the Parcel being described and a point in the southeasterly right of way line of West Yellowstone, and from which point the northwest corner of Lot 44, of said Block 1, City of Casper, bears N.63°15'40"E., 16.69 feet; thence from said Point of Beginning and along the easterly line of said Parcel, 5 feet easterly, perpendicular and parallel with the westerly line of said alley, S.0°40'47"E., 130.17 feet to a point; thence along the northerly line of said Parcel, N.90°00'00"E., 15.00 feet to the northeasterly corner of Lot 38, of said Block 1, City of Casper and a point in the easterly line of said alley; thence along the easterly line of said Parcel, the westerly line of said Lot 38, Block 1, City of Casper and the easterly line of said alley, S.0°40'47"E., 10.00 feet; thence along the southerly line of said Parcel, S.90°00'00"W., 15.00 feet to a point 5 feet easterly and perpendicular to the westerly line of said alley; thence along the easterly line of said Parcel, 5 feet easterly, perpendicular and parallel to the westerly line of said alley, S.0°40'47"E., 40.18 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel and the southerly line and line extended easterly of said Lot 5, Block 1, City of Casper, S.89°14'00"W., 15.00 feet to the southwest corner of said Parcel and a point 10 feet westerly and perpendicular to the westerly line of said alley; thence along the westerly line of said Parcel, 10 feet westerly, perpendicular and parallel to the westerly line of said alley, across said Lot 5 and into said Lot 4, Block 1, City of Casper, N.0°40'47"W., 30.00 feet to a point; thence along

CHEYENNE RAWLINS  
DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

Description: (Utility Easements - Block 1, City of Casper)  
Sheet 2 of 2

the northerly line of said Parcel, N.89°19'13"E., 5.00 feet to a point 5 feet westerly, and perpendicular to the westerly line of said alley; thence along the westerly line of said Parcel, 5 feet westerly, perpendicular and parallel to the westerly line of said alley, across said Lots 2 and 3, and into said Lot 1, Block 1, City of Casper, N.0°40'47"W., 122.71 feet to a point; thence continuing along the westerly line of said Parcel, N.26°44'20"W., 20.45 feet to the northwest corner of said Parcel, a point in the northwesterly line of said Lot 1, Block 1, City of Casper and a point in the southeasterly right of way line of said West Yellowstone; thence along the northwesterly line of said Parcel, the northwesterly line and line extended northeasterly of said Lot 1, Block 1, City of Casper, and the southeasterly right of way line of said West Yellowstone, N.63°15'40"E., 21.13 feet to the Point of Beginning, and said Parcel containing 0.050 acres, more or less, as set forth by the plat attached and made a part hereof.

CHEYENNE RAWLINS  
DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

ORDINANCE NO.11-17

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF AN ALLEY PUBLIC RIGHT-OF-WAY SOUTH OF WEST YELLOWSTONE HIGHWAY, BETWEEN SOUTH DAVID STREET AND SOUTH ASH STREET.

WHEREAS, Casper Addition, Blocks 1 through 12, was platted in the City of Casper on July 4<sup>th</sup>, 1888 in the office of the Carbon County Clerk, Territory of Wyoming; and,

WHEREAS, the Downtown Development Authority has requested that a portion of the north/south alley south of West Yellowstone Highway, between South David Street and South Ash Street, be vacated as public right-of-way; and,

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

WHEREAS, the City of Casper has determined that said portion of the north/south alley south of West Yellowstone Highway, between South David Street and South Ash Street, can be vacated without adversely impacting utility services and traffic circulation within the area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation of a portion of the north/south alley south of West Yellowstone Highway, between South David Street and South Ash Street as public right-of-way.

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

SECTION 1:

That the vacation of the portion of the north/south alley south of West Yellowstone Highway, between South David Street and South Ash Street, as set forth in Exhibits "A" and "B", which by reference herein are made a part of this ordinance, is hereby approved and vacated.

SECTION 2:

That the vacated sections of the north/south alley south of West Yellowstone Highway, between South David Street and South Ash Street, as set forth herein shall revert to the adjoining land owners as provided by law.

SECTION 3:

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

PASSED on 1st reading the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

Walker Fremont

ATTEST:

\_\_\_\_\_

Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_

Kenyne Humphrey  
Mayor

WLC ENGINEERING, SURVEYING AND PLANNING  
200 PRONGHORN STREET, CASPER, WYOMING 82601

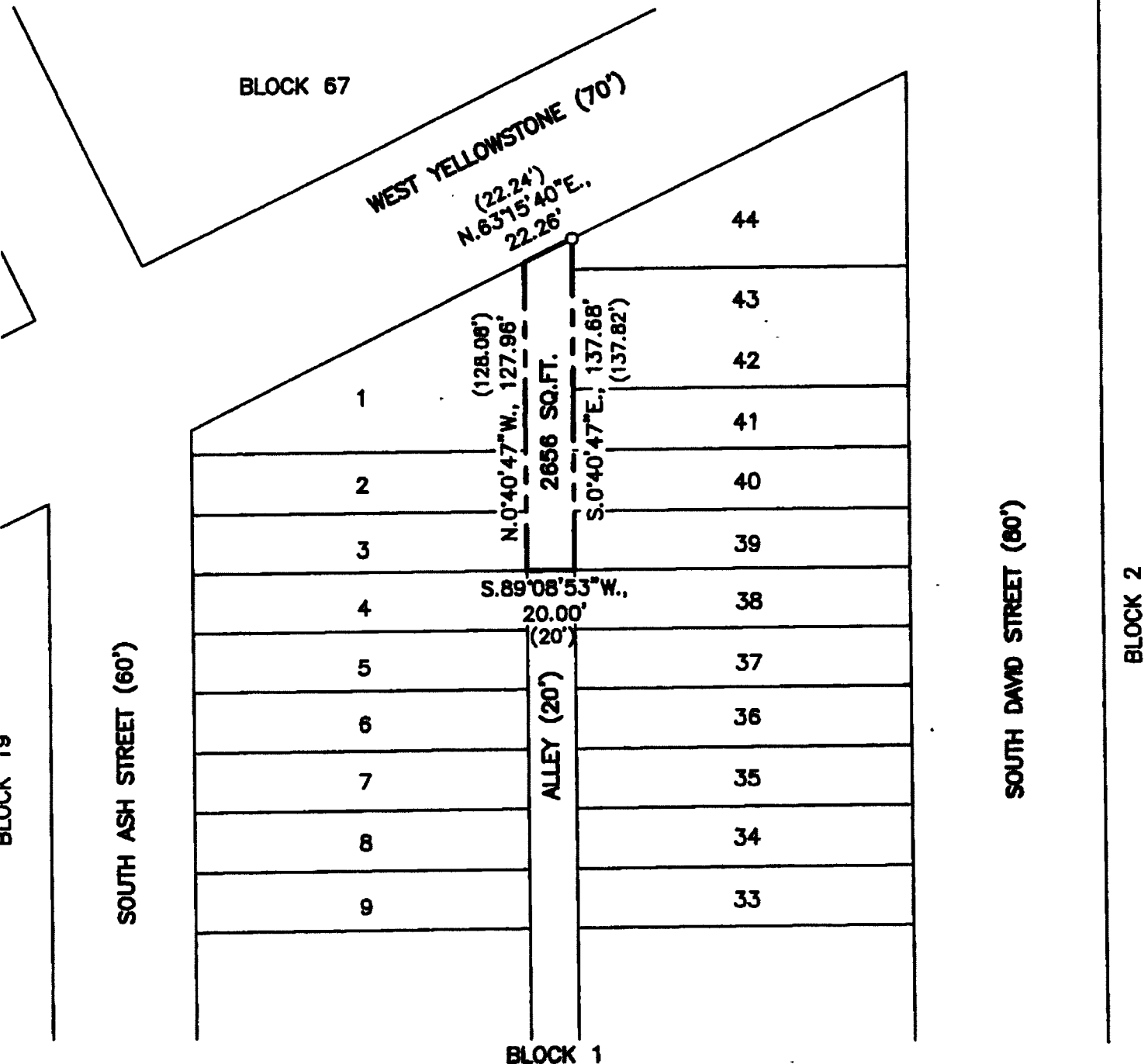
FOR

Client DOWNTOWN DEVELOPMENT AUTHORITY Address 234 SOUTH DAVID  
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

NW1/4 Section 9, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming  
Lot PT. ALLEY Block 1 Subdivision CITY OF CASPER  
City CASPER County NATRONA State WYOMING

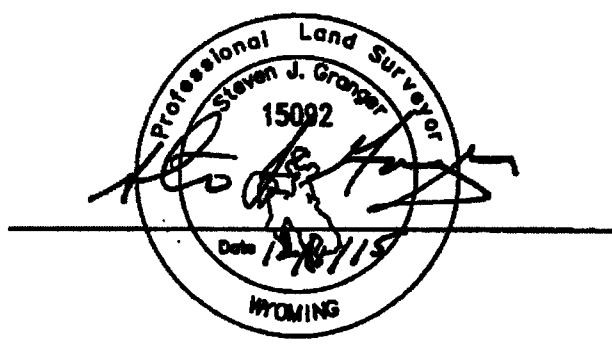
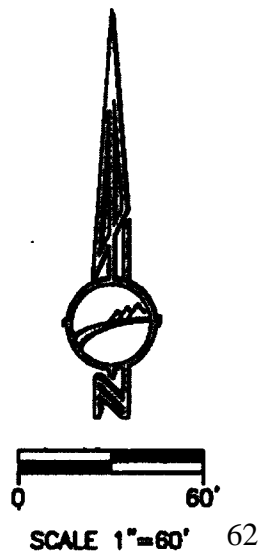
EXHIBIT A

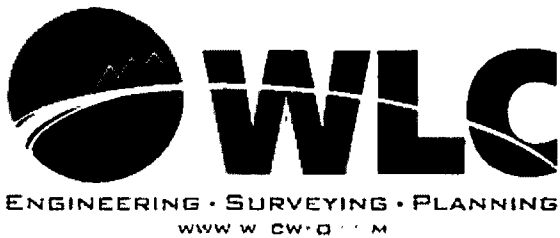


BASIS OF BEARING  
STATE PLANE COORDINATES—NAD83/86  
WYOMING EAST CENTRAL ZONE  
GRID DISTANCES—US SURVEY FOOT

LEGEND  
○ RECOVERED BRASS CAP  
(75.00') RECORD  
75.00' MEASURED

Date: 11/10/15 (REV. 12/1/15)  
W.O. No. 15918  
Drawn By: SJG  
Acad File: DDA BOUNDARY





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

### EXHIBIT B

November 10, 2015 (Revised 12/1/15)

Downtown Development Authority  
234 South David  
Casper, WY 82601

W.O. No.: 15918

Description: (20' Wide Alley Vacation-Block 1, City of Casper)

A Parcel located in and being a portion of Block 1, City of Casper, being a subdivision of a portion of the NW1/4, Section 9, Township 33 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described as follows:

Beginning at the northeast corner of the Parcel being described, the northwest corner of Lot 44, Block 1, City of Casper and a point in the southeasterly right of way line of West Yellowstone; thence from said Point of Beginning and along the easterly line of said Parcel and the westerly line of Lots 39 through 44, Block 1, City of Casper, S.0°40'47"E., 137.68 feet to the southeast corner of said Parcel and the southwest corner of Lot 39, Block 1, City of Casper; thence along the southerly line of said Parcel, across said Alley, Block 1, City of Casper, S.89°08'53"W., 20.00 feet to the southwest corner of said Parcel and the southeast corner of Lot 3, Block 1, City of Casper; thence along the westerly line of said Parcel and the easterly line of Lots 1 through 3, Block 1, City of Casper, N.0°40'47"W., 127.96 feet to the northwest corner of said Parcel, the northeast corner of Lot 1, Block 1, City of Casper and a point in and intersection with said southeasterly right of way line of West Yellowstone; thence along the northwesterly line of said Parcel and the southeasterly right of way line of said West Yellowstone, N.63°15'40"E., 22.26 feet to the Point of Beginning, and said Parcel and Strip containing 0.061 acres, more or less, as set forth by the plat attached and made a part hereof.



July 24, 2017

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

FROM: Tracey L. Belser, Support Services Director *TLB*  
Zulima Lopez, Assistant Support Services Director

SUBJECT: Authorizing Amendment No. Two to Extend the Contract with Cigna Health and Life Insurance Company for the Provision of Health Coverage Administrative Services.

Meeting Type & Date

Regular Council Meeting  
August 1, 2017

Action type  
Resolution

Recommendation

That Council, by resolution, authorize Amendment No. Two to extend the contract with Cigna Health and Life Insurance Company for the provision of health coverage administrative services to employees, retirees, and spouses on the City of Casper Health Plan.

Summary

The City of Casper has been self-funded for health insurance since 1984. Since that time, the City has retained a third party administrator (TPA) for administration of services related to the Health Plan. Cigna Health and Life Insurance Company has provided administrative services for the City's health plan since January 1, 2015. Services include processing and paying medical and prescription drug claims per the City's plan document, administration of the City's disease management program, member engagement services including wellness coaching, and utilization analysis and reporting of medical and pharmacy claims and services.

Cigna was founded in 1982 and is the largest TPA in Wyoming. The medical provider network available through Cigna is the largest in the state and continues to grow annually, aiding the City with cost containment. Additionally, Cigna audits have helped the City identify and rectify costly coverage oversights, including an instance when claims were being paid for a retiree that should have had primary coverage through Medicare. Such audits and the resulting remedies saved the plan nearly \$50,000 per year in ongoing claims costs and led to process improvements that will prevent a similar situation in the future.

Cigna's reporting of the City's medical and prescription claim trends, as well as the enhanced disease management program, has been beneficial in understanding plan utilization and cost



drivers. This analysis has assisted the City in implementing plan design changes that result in a more sustainable health plan.

Cigna currently provides the City of Casper \$10,000 annually in wellness funds for clinical/wellness/behavioral programs offered by Cigna. The funds are intended to defray the cost of the program for employees and to reward participation. Effective January 1, 2018 with the implementation of the Motivate Me Wellness Platform, Cigna will increase the provided wellness funds made available to the City from \$10,000 to \$20,000.

All established performance measures for customer service and claims administration were met for the 2016 plan year and are on target for 2017. The proposed amendment extends the current contract term by one additional plan year, until December 31, 2018. The overall increase with this amendment is \$4.51 per employee per month which equates to approximately \$24,733.00 annually.

#### Financial Considerations

Plan administrative costs are budgeted in and paid for from the Employee Health Insurance Fund. A 14% premium increase was adopted with the FY 2018 budget for this Fund to offset increasing Health Plan costs.

#### Oversight/Project Responsibility

Tracey Belser, Support Services Director  
Zulima Lopez, Assistant Support Services Director  
Becky Nelson, Risk Specialist  
Keith Hageman, Benefits Technician

#### Attachments

Contract Amendment  
Resolution

**AMENDMENT NO. TWO TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Cigna Health and Life Insurance Company (“Contractor”), 8500 E. Orchard Road, Greenwood Village, CO, 80111.

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

**RECITALS**

A. On January 1, 2015, the City and Contractor entered into a *Contract for Professional Services* (“Contract”) for administration services in conjunction with the City of Casper Health Benefit Plan (“Plan”).

B. The original term of the contract ends on December 31, 2017 and both parties desire to extend the contract until December 31, 2018.

C. Effective January 1, 2018, the parties desire to amend compensation rates as described in Exhibit A though December 31, 2018 as follows:

Open Access Plus (OAP) Administrative Charge	\$20.56 PEPM
OAP Access Fee	\$ 5.36 PEPM
Health Matters Preferred (previously OAP PHS + Utilization Management)	\$ 1.60 PEPM

D. Effective January 1, 2018, the parties desire to add compensation rates for additional services provided through December 31, 2018 as follows:

MotivateMe, Engaged Level	\$ 1.95 PEPM
---------------------------	--------------

E. Effective January 1, 2018 with the implementation of the MotivateMe Wellness Platform, Contractor will increase the Contractor provided wellness funds available to the City from \$10,000 to \$20,000.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

**1. INCORPORATION OF RECITALS**

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

**2. AMENDMENT TO PART 4. Term and Termination, SECTION A. Term and Opt-Out.**

The paragraph which begins with "This Agreement Shall be effective" is deleted in its entirety and replaced with the following:

This Agreement shall be effective as of January 1, 2018 and shall continue in full force and effect for a term of one year. Either party, however, may opt-out of the term of this Agreement, with or without cause, by giving at least one hundred twenty (120) days prior written notice of its intent to do so to the other Party.

**3. RATIFICATION**

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

APPROVED AS TO FORM

Walter Tomberlin

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS

CONTRACTOR

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

By: Daniel J. Warner

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

Printed Name: Daniel J. Warner

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

Title: Senior Client Manager

# MAKING IT EASIER TO CONNECT ACTION WITH ACHIEVEMENT

The right motivation can help your employees make successful and sustainable health improvements.

You want healthier employees. We want to help them get healthier, too. Together we can create an environment where they're inspired to take charge and choose more active, positive paths to healthier lives.

How? Through the Cigna MotivateMe® incentive program. It rewards employees for taking steps to improve their health, and for making better health care choices.

## How does MotivateMe work?

One of the biggest barriers to improving employee health is motivation. That's where MotivateMe comes in. It is an incentive program that provides employees opportunities to become engaged and earn rewards for taking actions and participating in programs that lead to better health.

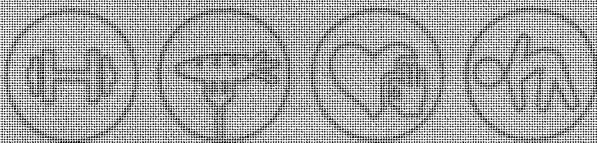
MotivateMe helps maximize employee health engagement through:

› **Integration with health programs.** MotivateMe incentives can be tied to everything from completing health assessments, getting biometric screenings, meeting biometric outcomes measures such as BMI and cholesterol, and participating in coaching programs to improve health and close gaps. The Cigna MotivateMe Program® makes it easy for the customer by using information in Cigna's systems to track and reward a customer for their actions.

› **Education and encouragement along the way.**

The program is integrated into our customer service platforms so coaches and customer service agents can support employees throughout their health journey. They can talk with customers about ways to stay engaged in their health, achieve goals and earn rewards.

› **A variety of goals and rewards.** The MotivateMe program supports all types of goals, including: Reaching outcome-based goals for BMI, blood pressure, total cholesterol, fasting glucose and LDL levels; participating in coaching programs to achieve health goals, preventive care and cancer screenings; and making decisions about treatment options at Cigna Centers of Excellence. You will have several reward types to choose from, including premium or payroll adjustments, gift or debit card offerings and fund deposits.



HEALTHY YOU. HAPPY WALLET.  
Cigna MotivateMe Program®

Together, all the way.™



Offered by: Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company or their affiliates.

- › **Easy access to goals and rewards.** Employees can track the reward status for themselves and any covered dependent on the convenient MotivateMe page located on **myCigna.com**. Plus, they can also access their information via our mobile app for even greater flexibility.
- › **A personalized customer experience.** MotivateMe is all about options because goals and rewards are geared toward an individual's unique health and how they want to engage. For example, if an employee wants an online, self-guided approach to coaching, we've got that. Or if they prefer talking with a coach on the phone or participating in an online social network we've got that, too.

### Benefits to your employees

- › Easy to use and understand
- › Employees earn rewards for health improvement
- › Rewards are personal and relevant to the employee

### Benefits to your company

- › MotivateMe helps you get your employees to meet their individual health goals
- › The program supports better health engagement results
- › Supports improved employee health and productivity to help lower health care costs

**MotivateMe.** A program that's designed to reward employees for healthier actions and, ultimately, reward your company with a more productive workforce – and a healthier bottom line. Can it get much better than that?

For more information about this valuable program, contact your Cigna representative.



"Cigna", the "Tree of Life" logo, "Cigna MotivateMe Program" and "MotivateMe" are registered service marks, and "Together, all the way." is a service mark, of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries, and not by Cigna Corporation. Such operating subsidiaries include Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna Health Management, Inc., Cigna Behavioral Health, Inc., vielife Limited, and HMO or service company subsidiaries of Cigna Health Corporation, including Cigna HealthCare of Arizona, Inc., Cigna HealthCare of California, Inc., Cigna HealthCare of Colorado, Inc., Cigna HealthCare of Connecticut, Inc., Cigna HealthCare of Florida, Inc., Cigna HealthCare of Georgia, Inc., Cigna HealthCare of Illinois, Inc. (IL & IN), Cigna HealthCare of Indiana, Inc., Cigna HealthCare of St. Louis, Inc. (MO, KS & IL), Cigna HealthCare of North Carolina, Inc., Cigna HealthCare of New Jersey, Inc., Cigna HealthCare of South Carolina, Inc., Cigna HealthCare of Tennessee, Inc. (TN & MS), and Cigna HealthCare of Texas, Inc.

RESOLUTION NO. 17-156

A RESOLUTION AUTHORIZING AMENDMENT NO. TWO TO EXTEND THE CONTRACT WITH CIGNA HEALTH AND LIFE INSURANCE COMPANY FOR THE PROVISION OF HEALTH COVERAGE ADMINISTRATIVE SERVICES.

WHEREAS, the City of Casper entered into an *Administration Service Agreement* (Contract) with Cigna Health and Life Insurance Co. effective January 1, 2015 to provide Third Party Administration for the City's Health Plan; and,

WHEREAS, the contract term ends on December 31, 2017; and,

WHEREAS, the parties desire to amend Section 4.A of the Contract to extend the Contract for an additional one-year term; and

WHEREAS, the parties desire to amend Exhibit A with regard to compensation rates and the wellness fund amount; and,

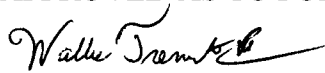
WHEREAS, Cigna is engaged in the business of performing employee benefit services and is willing and able to provide administrative services for the City of Casper Health Benefit Plan; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the *Amendment No. Two (2) to the Administration Service Agreement* with CIGNA to provide third party administration services for the City of Casper's Health Plan.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to make verified partial payments throughout the term of the agreement in accordance with the Contract as amended.

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

July 25, 2017

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

FROM: Tracey L. Belser, Support Services Director *TLB*  
Zulima Lopez, Assistant Support Services Director

SUBJECT: Authorizing a Contract with Delta Dental Plan of Wyoming, D/B/A. Delta Dental of Wyoming for the Provision of Dental Coverage Administrative Services.

Meeting Type & Date  
Regular Council Meeting  
August 1, 2017

Action type  
Resolution

Recommendation

That Council, by resolution, authorize a contract with Delta Dental of Wyoming for the provision of dental coverage administrative services to employees, retirees, and spouses on the City of Casper Dental Plan.

Summary

The City of Casper is self-funded for dental insurance by Delta Dental of Wyoming who has provided administrative services for the City's dental plan since July 15, 2008. Services include processing and paying claims and utilization review of claims and services. The City of Casper has been satisfied with the administrative services provided by Delta Dental. The overall increase with this contract is \$0.10 per employee per month which equates to approximately \$546.00 annually. Delta Dental of Wyoming requested a new contract to reflect the change in administrative fees.

Financial Considerations

A premium increase was adopted with the FY 2018 budget for the Employee Health Insurance Fund.

Oversight/Project Responsibility

Tracey Belser, Support Services Director  
Zulima Lopez, Assistant Support Services Director  
Keith Hageman, Benefits Technician

Attachments

Administrative Services Contract  
Resolution

DELTA DENTAL PLAN OF WYOMING  
A WYOMING NON-PROFIT CORPORATION  
D.B.A. DELTA DENTAL OF WYOMING

(A Non-Profit Corporation Incorporated in Wyoming and a  
member of the Delta Dental Plans Association)

6234 Yellowstone Rd, Cheyenne, WY 82009

(Herein called Delta Dental)

ADMINISTRATIVE SERVICES CONTRACT

IN CONSIDERATION of the application made by City of Casper, herein called City of Casper, and IN CONSIDERATION of payment by the APPLICANT of the premiums as herein provided, Delta Dental hereby agrees to provide the benefits described herein for the period January 1, 2018 (herein called the effective date) through December 31, 2018 and from year to year thereafter, unless this Contract is terminated as provided herein. Premiums are payable by Applicant as provided herein. This Contract is issued and delivered in the State of Wyoming, is governed by the laws thereof and is subject to the terms and conditions recited on the subsequent pages hereof, which are a part of this Contract as fully as if recited over the signatures hereto affixed.

IN WITNESS WHEREOF, Delta Dental has caused this Contract to be signed this 5<sup>th</sup> day of July, 2017.

CITY OF CASPER

DELTA DENTAL OF WYOMING

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

By: Kenny P. Hall

\_\_\_\_\_  
Title

Pres./CEO  
\_\_\_\_\_  
Title



**DELTA DENTAL OF WYOMING  
CONTRACT**

**ARTICLE I - DEFINITIONS**

For the purpose of this Contract, the following definitions shall apply:

- 1.01 "Alternate benefit/Optional benefit" is a provision in a dental plan contract that allows the third-party payer to determine the benefit based on an alternative procedure that is generally less expensive than the one provided or proposed.
- 1.02 "Amalgam" is a silver material used to fill cavities that is placed on the tooth surface (that is used for chewing) because it is a particularly durable material.
- 1.03 "Annual Maximum Benefit" means the maximum benefit each member is eligible to receive for covered services in a covered year. This amount is shown in Appendix A and on the Summary of Benefits sheet.
- 1.04 "Applicant" wherever used in this Contract means City of Casper, hereinafter referred to as "City of Casper."
- 1.05 "Approved amount" is the total amount that the dentist is permitted to collect as payment in full for the specified service. It includes the dental benefit plan's payment as well as the patient's deductible and/or co-insurance.
- 1.06 "Benefits" means those dental services which are available under the terms of this Contract as specified in the attached Appendix A which is incorporated herein by reference.
- 1.07 "Benefit Handbook" and Summary of Benefits are issued to a covered person insured through the Group. The benefit handbook outlines the benefits provided.
- 1.08 "Caries" is a term that is used for tooth decay.
- 1.09 "COBRA" or Consolidated Omnibus Budget Reconciliation Act is a law that requires certain employers to offer continued health insurance coverage to eligible employees and/or their dependents who have had their health insurance coverage terminated.
- 1.10 "Co-insurance" means the percentage of the maximum plan allowance (MPA) paid by the covered person for a specific benefit each time such benefit is provided under this contract, subject to the coverage percentage.
- 1.11 "Completion date" is the date a procedure is completed. It is the insertion date for dentures and partial dentures. It is the cementation date (regardless of the type of cement used) for inlays, onlays, crowns, and fixed bridges.
- 1.12 "Composite" is a white resin material used to fill cavities which has less durability, thus it is placed on non-stress bearing surfaces of front teeth because the color more closely resembles the natural tooth than does the color of amalgam.
- 1.13 "Coverage percentage" means the percentage of the maximum plan allowance paid by Delta Dental for a specific benefit, as specified in the summary of benefits.
- 1.14 "Contract" means this agreement between Delta Dental and Applicant including the Application of the Applicant for this Contract and the attached appendices, endorsements and riders, if any. This Contract constitutes the entire Contract between the parties.
- 1.15 "Contract Term" means the period commencing on the Effective Date and terminating on December 31, 2018, and each yearly period thereafter.

- 1.16 "Contract Year" means the twelve (12) month period commencing on the Effective Date and each yearly period thereafter.
- 1.17 "Co-payment" is a fixed dollar amount paid each time certain covered services are received.
- 1.18 "Crown" is the artificial covering of a tooth with metal, porcelain or porcelain fused to metal and covers teeth that are weakened by decay or severely damaged or chipped.
- 1.19 "Debridement" is the removal of subgingival and/or supragingival plaque and calculus in order to complete an oral evaluation.
- 1.20 "Deductible" means the specified dollar amount that a covered person is required to pay each contract term before Delta Dental will pay for benefits as specified in the summary of benefits and Appendix A.
- 1.21 "Delta Dental" means Delta Dental Plan of Wyoming, a non-profit dental service corporation, d.b.a. Delta Dental of Wyoming, acting for itself.
- 1.22 "Dentist" means a duly licensed dentist legally entitled to practice dentistry at the time and in the place services are performed.
- 1.23 "Dentures" (complete/partial) replace missing permanent teeth with a removable set of artificial teeth.
- 1.24 "Dependents" are a subscriber's lawful spouse, and children including step and adopted children.
- 1.25 "Eligible Employee" means any employee who meets the conditions of eligibility outlined in Appendix B of this Contract.
- 1.26 "Eligible Dependent" means any of the dependents of an Employee, if dependents are eligible for benefits hereunder in accordance with the conditions of eligibility outlined in Appendix B of this Contract.
- 1.27 "Eligible Person" means an employee or a dependent who meets the conditions of eligibility outlined in Appendix B of this Contract.
- 1.28 "Eligibility Date" means the date an Employee's eligibility for benefits becomes effective under the terms of this Contract.
- 1.29 "Endodontist" is a dentist who specializes in diseases of the tooth pulp, performing such services as root canals.
- 1.30 "Exclusion" is a dental service or procedure not covered by a dental program.
- 1.31 "Explanation of benefits" is a statement sheet that explains how your claim was processed, payment by Delta Dental, your responsibility, and other pertinent information.
- 1.32 "Fluoride" is a chemical compound that prevents cavities and makes the tooth surface stronger so that teeth can resist decay.
- 1.33 "General anesthesia" is a patient induced state of unconsciousness determined by the provider to complete treatment.
- 1.34 "General dentist" is a dentist who provides a full range of dental services for the entire family.
- 1.35 "Grievance" means any dissatisfaction with the administration, claims practices or provision of services by Delta Dental that is expressed in writing by or on behalf of an eligible person.

- 1.36 "Group" means the employer, association, union or other organization contracting with Delta Dental to provide benefits to its eligible employees or members and/or their dependents if applicable.
- 1.37 "Health Insurance Portability and Accountability Act of 1996" is a federal law that requires all health plans, including health care clearinghouses and any dentist who transmits health information in an electronic transaction, to use a standard format. Providers' paper transactions are not subject to this requirement.
- 1.38 "ID number" is the unique number assigned by the administrator of your dental plan or the Social Security number of the primary subscriber.
- 1.39 "Implant" is a material inserted or grafted into tissue. Dental implant is a device specially designed to be placed surgically within or on the mandibular or maxillary bone as a means of providing dental replacement.
- 1.40 "Initial Enrollment Period" means the initial period of time, as determined by the group and Delta Dental, during which eligible employees may enroll eligible persons.
- 1.41 "Late enrollee" is a subscriber or dependent that does not enroll in the plan when initially eligible.
- 1.42 "Limitations" are restricting conditions - such as age, period of time covered, and waiting periods - under which a group or individual is insured.
- 1.43 "Maximum Plan Allowance" means the amount that Delta Dental will pay for a service, supply or dental procedure.
- 1.44 "Medically Necessary Orthodontia" means orthodontic services to help correct severe handicapping malocclusions caused by cranio-facial orthopedic deformities involving the teeth.
- 1.45 "Non-Participating Dentist" means a licensed dentist who has not entered into a written agreement with Delta Dental and is not a participating dentist.
- 1.46 "Open Enrollment Period" means an enrollment period after the initial enrollment period during which eligible persons may apply to become covered persons and existing covered persons may apply to change to another coverage option, if available, or elect to terminate coverage.
- 1.47 "Oral surgeon" is a dentist who removes teeth, including impacted wisdom teeth, repairs fractures of the jaw and other damage to the bone structure around the mouth.
- 1.48 "Orthodontics" is the correction of misaligned teeth and jaw or the straightening of teeth. Also called braces.
- 1.49 "Orthodontist" is a dentist who corrects misaligned teeth and jaws, usually by applying braces.
- 1.50 "Out of Pocket Costs" means deductibles and co-insurance which the covered person is responsible to pay.
- 1.51 "Participating Dentist" means a licensed dentist who has agreed to render services in accordance with terms and conditions established by Delta Dental and has satisfied Delta Dental that he/she is in compliance with such terms and conditions.
- 1.52 "Pediatric dentist" is a dentist who generally limits his/her practice to children and teenagers. Also known as a Pedodontist.
- 1.53 "Periodontist" is a dentist who treats diseases of the gums.

- 1.54 "Periodontal scaling/root planing" is the removal of hard deposits, with metal scalers and curettes, on the root surfaces. The intent is to remove the diseased elements of the root surface, thereby permitting healing and potential reduction in depth of the periodontal pocket.
- 1.55 "Preauthorization" is the process by which Delta Dental determines if a procedure or treatment is a referable Benefit under the Enrollee's plan.
- 1.56 "Premium" means amounts payable monthly by Applicant as provided in Article III, Paragraph 3.01.
- 1.57 "Prevailing Fee" means the most commonly charged fee for a particular procedure in the geographic area or population center where covered dental services are provided, so long as it is not less than the average fee for such procedure. Such "Prevailing Fees" shall be kept current through analysis of fee data not less frequently than once every twelve (12) months.
- 1.58 "Primary insurance" is the insurance carrier or third party payee that pays for services rendered to a covered person before any other carriers would.
- 1.59 "Prophylaxis" is a professional cleaning to remove plaque, tartar (calculus), and stain from teeth to help prevent dental disease.
- 1.60 "Pulpotomy" is a partial removal of the pulp.
- 1.61 "Radiograph" is the photographic representation of opaque objects produced by the action of ionizing radiation upon sensitized plate or film. Also known as an x-ray.
- 1.62 "Root canal therapy" is the treatment of a tooth having a damaged pulp; usually performed by completely removing the pulp, sterilizing the pulp chamber and root canals, and filling these spaces with inert sealing material.
- 1.63 "Sealant" is a thin plastic material used to cover the biting surface of a tooth to prevent tooth decay.
- 1.64 "Secondary insurance" is the insurance carrier or third party payee that would process its payment for a claim after a primary carrier made payment, and make any additional payments as necessary.
- 1.65 "Single Procedure" means a dental procedure to which a separate procedure number has been assigned. (See Article X Procedure Codes and Nomenclature of this Contract.)
- 1.66 "Space maintainer" is a mechanical or prosthetic device used to prevent the drifting of teeth in an area where there has been premature loss of a tooth or teeth.
- 1.67 "Special Enrollment Period" means the thirty (30) day period of time after each of the following events during which an eligible employee can enroll eligible persons under this contract:
- (a) A change in family status (marriage, divorce, legal separation, birth of a natural born child, adoption of a child or placement for adoption of a child) after the effective date of the policy;
  - (b) A loss of other coverage under another group plan;
  - (c) COBRA exhaustion;
  - (d) Loss of coverage under the eligible employee's alternate plan;
  - (e) Termination of Medicaid coverage or the Children's Health Insurance Program (CHIP) coverage as a result of loss of eligibility;
- 1.68 "Subscriber" means an eligible employee or member of the group who (a) has completed and signed the documents necessary for coverage under the

contract, (b) has been accepted by Delta Dental as a subscriber, and (c) for whom the appropriate premium has been paid.

- 1.69 "Summary of Benefits" is a listing of the specific benefits and benefit limitations for dental benefits provided under the terms of this Contract. The summary of benefits is included in the benefits handbook.
- 1.70 "Treatment plan" is a written report prepared by a dentist showing the dentist's recommended treatment of any dental disease, defect, or injury.
- 1.71 "Waiting Period" means a period of time defined by the dental contract before benefits are covered.
- 1.72 "Wisdom tooth" is the adult molar tooth, also called a third molar that is furthest back in the mouth. There are four third molars, two in the lower jaw and two in the upper jaw, one on each side.
- 1.73 "X-ray" is an image used for diagnosing oral health conditions that is produced by projecting small amounts of radiation on photographic film. Also called a radiograph.
- 1.74 Each of the words in the term "usual, customary and reasonable" as used herein shall have the following meanings:
- USUAL - A "Usual" fee is that fee usually charged for a given service by an individual dentist to all his private patients, i.e., his own usual fee.
- CUSTOMARY - A fee is "Customary" when it is within the range of usual fees charged by dentists of similar training and experience for the same service within that same specific and limited geographic area, as determined by Delta Dental.
- REASONABLE - A fee is "Reasonable" when it meets the above two criteria and when it is justifiable considering the special circumstances of the particular case involved.

## ARTICLE II - ELIGIBILITY

Every employee (and dependent, if applicable) who meets the conditions of eligibility set forth in Appendix B attached hereto and incorporated herein by reference shall be considered an "Eligible Person."

## ARTICLE III - MONTHLY PAYMENT

- 3.01 The monthly premium required by City of Casper to be made to Delta Dental shall be the sum of the following:
- A. The total amount of claim payments made for covered dental services during the calendar month; and
  - B. An administrative fee of \$3.50 PER SUBSCRIBER PER MONTH as compensation for administration of the dental program.
- 3.02 Payment shall be made for both claims paid and the monthly per participant administrative fee within five (5) business days of notification of the amount of such claims and fee by Delta Dental to City of Casper. Such notifications shall be given by mail as soon after the middle of the month and the end of each month as is practicable for Delta Dental.
- 3.03 In the event of Agreement termination or non-renewal, Delta Dental will continue to make payments for dental services performed prior to the termination date but paid by Delta Dental after the termination date plus an administrative fee of \$9.00 per claim, provided such bills are presented to City of Casper within one (1) year of the termination date of the Agreement.
- 3.04 The per subscriber per month administrative fee by Applicant under this Contract is based upon:

455\* Total Number of Employees

\*approximate

These numbers may change on a month to month basis with additions and deletions to be provided promptly by the administrative offices of City of Casper.

#### ARTICLE IV - BENEFITS PROVIDED, LIMITATIONS AND EXCLUSIONS

Benefits under this Contract shall be determined in accordance with the Description of Allowable Benefits, attached hereto as Appendix A subject to the Limitations and Exclusions thereof.

#### ARTICLE V - COORDINATION OF BENEFITS

5.01 Benefits subject to this Article. All of the benefits provided under this Contract are subject to this Article.

5.02 Definitions:

A. "Program" means any contract providing benefits or services for or by reason of dental care or treatment; which benefits or services are provided by or through:

1. any group service, or group prepayment plan, or group practice or any group, or blanket insurance coverage; or
2. coverage under labor-management trusted programs, union welfare programs, employer or employee benefit organization program; or
3. any governmental program, or coverage provided by any statute (other than Title XIX or the Social Security Act).

The term "Program" shall be construed separately with respect to each policy, contract or other arrangement for benefits or services and separately with respect to that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other plans into consideration in determining its benefits and that portion which does not.

B. "This Program" shall mean this entire Contract and all benefits hereunder.

C. "Allowable Benefits" means any necessary, reasonable and customary item of expense, at least a portion of which is covered under at least one of the Programs covering the person for whom claim is made or service provided.

1. When a Program provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be deemed to be both an allowable benefit and a benefit paid.

D. "Claim Determination Period" means a calendar year.

E. "Dependent" means, with respect to any other Program, any person who qualified as a dependent under such Program.

5.03 Effect on Benefits

A. This article shall apply in determining the benefits as to a person covered under this Contract for any Claim Determination Period if, for the Allowable Benefits provided as to such person during such period, the sum of (i) the benefits that would be payable under this Program in the absence of this provision, and (ii) the benefits that would be payable under all other Programs in the absence therein of contractual terms of similar purpose to this provision would exceed such Allowable Benefits.

- B. As to any Claim Determination Period with respect to which this article is applicable, the benefits that would be payable under this Program in the absence of this provision for the Allowable Period shall be reduced to the extent necessary so that the sum of benefits under all other Programs, except as provided in subparagraph (C) of this paragraph (5.03) shall not exceed the total of such Allowable Benefits. Benefits payable under another Program include the benefits that would have been payable had a claim been duly made for those benefits.
- C. If, (i) another Program which is described in subparagraph (B) of this paragraph (5.03) and which contains a provision coordinating its benefits with those of this Program would, according to its rules, determine its benefits after the benefits of this Program have been determined, and (ii) the rules set forth in Subparagraph (D) of this paragraph (5.03) would require this Contract to determine its benefits before such other Program, then the benefits of such other Program will be ignored for the purpose of determining the benefits under this Program.
- D. For the purposes of subparagraph (C) of this paragraph (5.03), the rules establishing the order of benefit determination are:
1. The benefits of a Program which covers the person on whose Allowable Benefits claim is based other than as a dependent shall be determined before the benefits of a Program which covers such person as a Dependent;
  2. The benefits of a Program which covers the person on whose Allowable Benefits claim is based as a Dependent of both spouses, shall be determined according to the birthday rule, that is, the parent with the birthday occurring first during the year, will be determined as the covered person with allowable benefits.
- E. When this article operates to reduce the total amount of benefits otherwise payable to a person covered under this Contract during any Claim Determination Period, each benefit that would be payable in the absence of this article shall be reduced proportionately and such reduced amount shall be charged against any applicable benefit limit of this Contract.

- 5.04 Right to Receive and Release Necessary Information. For the purpose of determining the applicability of and implementing the terms of this article or any provision of similar purpose of any other Program, Delta Dental may, without the consent of or notice to any Covered Person, release to or obtain from any insurance company or other organization or person, any information, with respect to any Covered Person, which Delta Dental deems to be necessary for such purposes. Any Covered Person claiming benefits under this Program shall furnish to Delta Dental such information as may be necessary to implement this provision. Delta Dental shall not be required to determine the existence of any other Program, except through the Covered Person claiming benefits under this Contract.
- 5.05 Multiple Coverage. If a covered person is eligible for benefits under two or more Programs underwritten by Delta Dental, and more than one of the Programs provides coverage for a particular service, Delta Dental will pay according to Paragraph III of this provision. The cost of such payment will be distributed pro-rata between the applicable Programs.
- 5.06 Facility of Payment. Whenever payments which should have been made under this Program in accordance with this article have been made under any other Program, Delta Dental shall, with the written consent of the Covered Person, pay over to any organization making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this article, and

amounts to be paid shall be deemed to be benefits paid under this Program and, to the extent of such payments Delta Dental shall be fully discharged from liability under this Program.

- 5.07 Right of Recovery. Whenever payments have been made by Delta Dental with respect to Allowable Benefits in total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this article, Delta Dental shall have the right to recover such payments to the extent of such excess, from among one or more of the following, as Delta Dental shall determine: any persons to or for or with respect to whom such payments were made.

#### ARTICLE VI - CONDITIONS UNDER WHICH BENEFITS SHALL BE PROVIDED

- 6.01 Benefits, except as otherwise provided in Article IV hereof, are available from the Eligibility Date of an Eligible Person.
- 6.02 While an Eligible Person may elect the service of any dentist, Delta Dental does not undertake to guarantee the availability of or the quality of care of any particular dentist.
- 6.03 In consideration of waiving physical examination of an Eligible Person and as a condition precedent to the approval of claims hereunder, Delta Dental shall be entitled to receive, to such extent as may be lawful, from any attending or examining dentist, or from hospitals in which a dentist's care is rendered, such information and records relating to attendance to or examination of, or treatment rendered to, an Eligible Person as may be required in the administration of such claims, provided, however, that Delta Dental shall in every case hold such information and records as confidential.
- 6.04 The Dental Director (or Dental Consultant) of Delta Dental shall have the right to resolve any question concerning dental services or treatment as they relate to coverage under this Plan and any such determination shall be held to be conclusive and binding upon Delta Dental, the eligible person and the dentist, unless within sixty (60) days following receipt of notice of the rejected procedure or other written notice of such decision, any person aggrieved thereby shall appeal the same to Delta Dental. The notice of denial of claim shall be in writing and shall specify the reason or reasons for denial, and shall include specific reference to pertinent plan provisions upon which the denial is based, shall provide a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary and shall provide appropriate information as to the steps to be taken if the participant or beneficiary wishes to submit his or her claim for review. Such written notice shall be provided within ninety (90) days of submission of the claim unless special circumstances require an extension, in which case a written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day termination period. In the event of an appeal of a determination, the matter shall be referred by Delta Dental to a peer review council or committee of the appropriate dental society for determination. As part of the process, the claimant or his duly authorized representative may request a review upon written application to the Plan may review pertinent documents and may submit issues and comments in writing to the peer review council or committee reviewing the claim. A decision by the peer review council or committee shall be made promptly and ordinarily not later than sixty (60) days after the Plan's receipt of a request for review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of a request for review. If such an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. The



decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Plan provisions on which the decision is based. If the decision on review is not furnished within the time-frame specified above, the claim shall be deemed denied on review. It is the intention of Delta Dental that claims and review procedures comply in all respects with ERISA and implementing regulations.

- 6.05 Dentists who participate in Delta Dental agree to adhere to precautionary practice standards set forth by federal and state licensing agencies. These agencies are charged with establishing, regulating and enforcing standards including infection-control practices. Delta Dental is not a regulatory agency or responsible for setting or enforcing dental practices or treatment standards. Delta Dental is not responsible for the quality of care rendered by the dentist.

## ARTICLE VII - GENERAL PROVISIONS

- 7.01 Delta Dental will upon request issue to the Applicant, and Applicant will make available to each Eligible Employee, a certificate or booklet summarizing the benefits to which the employee is entitled under this Contract and to whom the benefits are payable. If any amendment to this Contract shall materially affect any benefits described in such certificates of booklets, corrected certificates or certificate riders, booklets, or booklet inserts, showing the change shall be issued.
- 7.02 Any controversy or claim not pertaining to dental service or treatment which arises out of or relates to this Contract or the breach thereof, by or among any two or more parties to this agreement, dentists, Eligible Persons or any of them, shall be settled by binding arbitration conducted by a single mutually acceptable arbitrator who shall conduct the arbitration in accordance with the rules of the American Arbitration Association. If the parties are unable to agree upon an arbitrator, they may apply to any court of competent jurisdiction for the appointment of an arbitrator in accordance with the Wyoming Uniform Arbitration Act. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 7.03 No agent of the Applicant, employee, or Delta Dental has authority to change this Contract or waive any of its provisions. No change in this Contract shall be valid unless approved by an executive officer of Delta Dental and evidenced by endorsement hereon.
- 7.04 No action at law or in equity shall be brought to recover on this Contract prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Contract. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.
- 7.05 Any provision of this Contract which, on its Effective Date, is unenforceable under Wyoming law is hereby amended to the minimum requirements of such law.
- 7.06 Payment in Error - If Delta Dental makes a payment in error, Delta Dental may require the provider of services, the applicant, or the ineligible person to refund the amount paid in error. Delta Dental reserves the right to correct payments made in error by deducting against subsequent claims, requiring refunds or by taking legal action.
- 7.07 Assignability - This policy is not assignable, except with Delta Dental's prior written consent.
- 7.08 Incontestability clause - Except for fraudulent misstatements in the application, the policy is incontestable after the expiration of three (3) years.

- 7.09 Time limit on certain defenses - Misstatements by applicant: After two (2) years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability, as defined in the policy, commencing after the expiration of such two year period.
- The foregoing policy provision shall not be so construed as to affect any legal requirement for avoidance of a policy or denial of a claim during such initial two year period, in the event of misstatement with respect to age or occupation or other insurance.
- 7.10 Non-disclosure - For the first two (2) years from the effective date of this policy, any material misstatement, non-disclosure or concealment, whether or not such are innocent or fraudulent, in relation to any matter affecting this insurance shall render this policy void at Delta Dental's option.
- 7.11 Fraudulent claims - The making by the insured of any fraudulent claims shall render this policy null and void from the effective date and all claims under this policy shall be forfeited.
- 7.12 Clerical error - If a clerical error is made, it will not affect the insurance of any insured. No error will continue the insurance of an insured beyond the date it should end under this policy terms.
- 7.13 Conformity with state laws - On the effective date of this policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirement of such laws.
- 7.14 Not in lieu of Workers' Compensation - This policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.
- 7.15 Grace period on premiums - After the first premium is paid, we will allow a grace period of thirty one (31) days for the payment of each subsequent premium amount due. During the grace period this policy will remain in force.
- 7.16 Physical examination and autopsy - The Company, at its own expense, has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim, and to make an autopsy in case of death where it is not forbidden by law.
- 7.17 Entire Contract - This policy, including the application, contract and any amendments, riders or endorsements, constitute the entire contract of insurance.
- 7.18 Proceeds exempt from creditors - Except as otherwise provided by this policy, the proceeds are exempt from claims of creditors.
- 7.19 Group Replacement - This policy provides for continuance of coverage for all participants when Delta Dental's contract replaces a prior plan's benefits.
- 7.20 Payment of Benefits - Benefits are payable to the insured or to his designated beneficiary(ies) or to his estate. If the insured is a minor or otherwise not competent to give a valid release, the benefits may be made payable to his parent, guardian or other person actually supporting him.
- 7.21 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.

#### ARTICLE VIII - APPLICANT'S SIGNATURE

- 8.01 Applicant shall compile and furnish to Delta Dental on or prior to the first day of every month, commencing on the Effective Date, a list of all Eligible Employees, showing their Social Security Numbers, their dates of birth, the dates of hire, and if applicable, the location code.
- 8.02 Applicant shall provide information to all Covered Employees as to the existence and terms of this Contract and the right to receive services as provided herein from a dentist of each person's choice, as such choice may be exercised from time to time during the continued eligibility of such person.
- 8.03 Applicant shall advise each Eligible Employee to notify his dentist at the time of his first appointment that he is entitled to benefits under this Contract, and to provide his dentist with group identification and the Eligible Employee's Social Security Number.
- 8.04 Applicant shall permit Delta Dental by its auditors or other authorized representatives, on reasonable advance written notice, to inspect records of Applicant in order to verify the accuracy of lists of Eligible Employees prepared by Applicant and submitted to Delta Dental. Clerical errors or delays in keeping or relating data shall not invalidate eligibility which otherwise would be validly in force or continue eligibility which would otherwise be validly terminated, but, upon discovery of such errors or delays, an equitable adjustment of premium shall be made.

#### ARTICLE IX - DELTA DENTAL OBLIGATIONS

- 9.01 Delta Dental shall make available a method for predetermination of eligibility and benefits. The purpose of this administrative procedure is to ascertain, in advance of treatment, that the patient is eligible and that proposed professional services are covered benefits under this Contract. The availability of such predetermination method shall be communicated to Eligible Employees in the certificate or booklet summarizing the benefits under this Contract and Delta Dental shall advise Participating Dentists as follows:
- A. to complete and submit to Delta Dental standardized claim forms showing the Eligible Person's dental needs and the treatment necessary in the professional judgment of the dentist. Submission of a claim form in advance of treatment shall not be required for the rendition of emergency treatment, brief and routine services; and
  - B. to notify the patient of all actions taken by Delta Dental with respect to such claim form.

Eligible Persons shall be responsible for determining the participating status of the dentist and for requesting predetermination of eligibility and benefits in accordance with 9.01 (a) above when receiving treatment from a dentist who is not a Participating Dentist.

- 9.02 Delta Dental shall respond to the participating dentist and the patient, within thirty (30) days from the date of receipt of such a form. Delta Dental shall predetermine benefits for treatment plans submitted in accordance with 9.01 (1) herein and when satisfied from the claim form and other data submitted by the dentist that (a) the patient is an Eligible Person hereunder; (b) the services proposed are Benefits under this Contract; and (c) when applicable, that the total fees to be charged to Delta Dental and the Eligible Person do not exceed the participating dentist's usual, customary and reasonable fees. Such pre-certification shall be for a reasonable period of time, but not longer than the term of this Contract.

- 9.03 Delta Dental shall make no payment for any services rendered to a patient who is not an Eligible Person hereunder at the time or rendition of the service, except to the extent of services performed during a period of authorization issued by Delta Dental pursuant to Paragraph 9.02 of this Article, and except for completion of single procedures which are commenced at the time a patient was entitled to benefits by reason of such authorization.
- 9.04 Payment of Benefits by Plans will be made within forty five (45) days following receipt of statement of Dentist and claim of Covered Person for Benefit as follows:
- A. for a Participating Dentist by direct payment to the Dentist.
  - B. for a Non-participating Dentist by direct payment to the Covered Person.
- 9.05 Notification of denial of benefits, for whatever reason, shall be sent to the Eligible Person and to the dentist.
- 9.06 Delta Dental shall not be obligated to pay claims submitted more than twelve (12) months after the date of last service.

#### **ARTICLE X - PROCEDURE CODES AND NOMENCLATURE**

Delta Dental will use procedure codes and nomenclature for approved procedures that are designed and approved by Delta Dental Plans Association as adopted from the most frequently used and reported dental procedures. These procedure codes are not all inclusive; however, the procedures are most often benefitted in dental plans. Delta Dental reserves the right to use ADA Codes and/or dental codes as determined by Delta Dental. All procedures, for which codes appear, are not a benefit of every dental plan.

#### **ARTICLE XI - TERMINATION AND RENEWAL**

This Contract may be terminated effective at the end of any Contract Term by either Applicant or Delta Dental, by giving written notice to the other at least sixty (60) days prior to the date of termination. This Contract shall be renewed from year to year, after the first Contract Term unless terminated pursuant to this Article or pursuant to Article III.

#### **ARTICLE XII - NOTICE**

Any notice under this Contract shall be sufficient if given by either the Applicant or Delta Dental to the other addressed to the office stated in the attached application, and deposited, first class postage paid, in the U.S. Mail. Notification of any increase in premium will be given sixty (60) days prior to enactment, subject to any provisions or amendments applicable to premium increases.

#### **ARTICLE XIII - APPENDICES**

Appendix A - Description of Allowable Benefits, Limitations, and Exclusions

Appendix B - Eligibility Requirements

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## APPENDIX A

### Benefits Provided, Limitations and Exclusions

Subject to the exclusions and limitations hereinafter set forth, the following is a description of Allowable Benefits which are covered by this Contract when rendered by a licensed dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.

Written proof of loss must be furnished to Delta Dental at its office in case of claim for loss within twelve (12) months after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claims if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

A-1 Delta Dental shall pay the following benefits based upon the participating dentist's usual, customary and reasonable fee. The fee paid for any particular covered service shall be the lesser of: a) the fee submitted on the Attending Dentist's Statement (claim form); or b) the maximum plan allowance, as determined by Delta Dental of Wyoming.

100% of Diagnostic and Preventive Services  
80% of Basic Services  
60% of Major Services  
60% of Non-Adult Orthodontic Services

\$1,500.00 lifetime maximum per person for Orthodontics  
For dependent children through the end of the month age  
nineteen (19) is attained.

Maximum \$1,500.00 per person per calendar year

Deductible \$50.00 per person per calendar year with a maximum of  
\$150.00 per family unit. Deductible does not apply to  
Diagnostic and Preventive Services.

A-2 The amounts payable by Delta Dental with respect to the services rendered by non-participating dentists shall not exceed the dentist's fees, or the non-participating maximum plan allowance, whichever shall be less.

A-3 The amounts payable by Delta Dental with respect to services rendered by a dentist in another state or country who is not a Participating Dentist of a Delta Dental Plan in that state shall not exceed the amount that would be payable if such services had been provided by a Participating Dentist in Wyoming.

A-4 The amounts payable by Delta Dental with respect to services rendered by a dentist in another state who is a Participating Dentist of a Delta Dental Plan in that state shall not exceed the amount that would be payable by the said other Delta Dental Plan if it were a Participating Delta Dental Plan under this Contract.

### COVERED DENTAL SERVICES

Delta Dental will cover the following Services when they are rendered by a licensed dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.

#### I. Diagnostic & Preventive Services

A. Diagnostic: Necessary procedures to assist the dentist in evaluating existing conditions to determine the required dental treatment.

B. Preventive: Necessary procedures to prevent the occurrence of oral disease. These services (subject to Limitations and Exclusions hereafter include: Exams and/or prophylaxis (cleaning) and bitewing x-rays twice per calendar year (not

to exceed two in one year), full mouth x-rays once in a thirty six (36) month period are a payable benefit separately or in conjunction with other diagnostic x-rays, topical application of fluoride solutions once every twelve (12) months (until the end of the month age nineteen (19) is attained), space maintainers for primary teeth to preserve existing space (until the end of the month age nineteen (19) is attained), sealants on posterior permanent teeth (until the end of the month age nineteen (19) is attained).

## II. Basic Services

- A. Oral Surgery, including (a) extractions and (b) surgical dental alveolar procedures and soft tissue lesions.
- B. General anesthetics and their administration by an oral surgeon or when proven medically necessary.
- C. Restorations for treatment of teeth with carious lesions or injury, including synthetic and amalgam fillings.
- D. Emergency treatment for relief of pain.
- E. Periodontics treatment of the gums and supporting structures of the teeth.
- F. Root canal therapy and other endodontic treatment.

## III. Major Services

- A. Prosthodontics: The necessary procedures for repair or construction of bridges, partial and complete dentures.
  - 1. Partial Dentures: Delta Dental will provide a standard cast metal or acrylic partial denture or will allow the cost of such procedure toward a more complicated or precision appliance that patient and dentist may choose to use.
  - 2. Complete Dentures: If in the construction of a denture the patient and dentist decide on personalized restorations or employ specialized techniques as opposed to standard procedures, Delta Dental will allow an appropriate amount for the standard denture toward such treatment and the patient must bear the difference in cost.
- B. Restorative Crowns & Onlays: The necessary procedures for provision of crowns, jackets or onlays (except stainless steel crowns which are covered under Basic Services) when teeth cannot be restored with amalgam, composite resin or plastic materials due to extensive caries or fracture. An x-ray must accompany all claims for crowns. Crowns are not a benefit for cosmetic, attrition or preventive reasons.
- C. Dental Implants: The necessary procedures for implants including the crown, bridge or denture over the implant.

## IV. Orthodontic Services

- A. Orthodontic diagnostic procedures (including cephalometric x-rays).
- B. Surgical therapy (surgical repositioning of the jaw, facial bones, and/or teeth to correct malocclusion).
- C. Appliance therapy (braces) including oral exams, surgery, extractions and x-rays.
- D. Available only for dependent children (through the end of the month age nineteen (19) is attained).

## LIMITATIONS

The benefits as outlined in all Plans are subject to the following limitations:

- A. Diagnostic: Exams and bitewing x-rays twice per calendar year (not to exceed two in one year), full mouth x-rays once in a thirty six (36) month period are payable separately or in conjunction with other diagnostic x-rays.
- B. Preventive: Prophylaxis twice per calendar year (not to exceed two in one year). Topical fluoride applications for dependent children are a benefit once every twelve (12) months (until the end of the month age nineteen (19) is attained). Space maintainers are a benefit only to maintain space of primary teeth (until the end of the month age nineteen (19) is attained).
- C. Prosthodontic appliances (including bridges, partial and complete dentures), cast crowns, jackets, and cast restorations will be replaced only after five (5) years have elapsed following any prior placement of such appliances under any Delta Dental program.
- D. Interim (surgical or temporary) dentures are considered optional services and are not a benefit.
- E. Replacement will be made of an existing prosthodontic appliance only if it is unsatisfactory and cannot be made satisfactory.
- F. Porcelain or metallic inlays and veneers are considered optional, and as such, are not covered services.
- G. Fixed bridges and/or removable partials are not a benefit for children under age sixteen (16). An allowance equal to the cost of a temporary acrylic partial will be made.
- H. A fixed bridge is not a covered service when done in connection with a removable partial denture in the same arch.
- I. Cast crowns, veneer crowns and jackets are not covered services for children age sixteen (16) or under. An allowance equal to the cost of an acrylic crown or preformed stainless steel crown will be made.
- J. Reline or rebase of dentures are a benefit only twice in a five (5) year period.
- K. Optional services: In all cases in which the patient selects a more expensive plan of treatment than is customarily provided, Delta Dental will pay the applicable percentage of the lesser fee. The patient is responsible for the remainder of the dentist's fee. In the event the treatment of choice is NOT a benefit of the plan, the patient is responsible for the dentist's fee.
- L. If applicable, waiting periods may be waived if the group has had prior coverage for major and/or orthodontic services for the previous twelve (12) months.
- M. Oral Surgery is limited to extractions and surgical dental alveolar procedures and soft tissue lesions. Fractures of the jaw and other oral surgery procedures are not benefits of the plan.
- N. Sealants on posterior permanent teeth (until the end of the month age nineteen (19) is attained). Coverage only applies to non-decayed, non-restored 1<sup>st</sup> and 2<sup>nd</sup> permanent molars. This is a benefit once every two (2) years per eligible tooth.

## EXCLUSIONS

This contract *does not* provide benefits for dental treatment listed in this section. The exclusions listed in this policy apply to all covered services described in this benefit document. Benefits will not be provided for any service not specifically listed as a covered service or will be limited as indicated. Call us at 1-800-735-3379 if you are unsure if a certain service is covered.

- A. Commencing before the date the Subscriber's dental coverage starts.
- B. Absence of coverage - Dental procedures, services, treatment and supplies for which the Covered Person would have no obligation to pay in the absence of this or any similar coverage.
- C. Allergies - You are not covered for restorations or procedures necessary due to allergies or allergic reaction to dental treatment materials such as allergies to metals or mercury.
- D. Anesthesia or analgesia - You are not covered for local anesthesia or nitrous oxide (relative analgesia) when billed separately from the related procedure. This exclusion does not apply to general anesthesia or intravenous sedation administered in connection with covered oral surgery as described in Benefits.
- E. Broken appointments - You are not covered for any fees charged by your dental office because of broken appointments.
- F. Cleaning of prosthetic appliance - Your plan does not cover the cost of cleaning removable partials or dentures.
- G. Charges for consultation.
- H. Completion of form - Your plan does not cover any charges to complete forms.
- I. Complete occlusal adjustment - You are not covered for services or supplies used for revision or alteration of the functional relationships between upper and lower teeth unless otherwise noted on the summary of benefits sheet.
- J. Complications of a non-covered procedure - You are not covered for complications of a non-covered procedure.
- K. Comprehensive Services - When two or more services are submitted and the services are considered part of the same service to one another, Delta Dental will pay the most comprehensive service (the service that includes the other non-benefited service) as determined by Delta Dental.
- L. Congenital deformities - You are not covered for services or supplies to correct congenital deformities, such as a cleft palate.
- M. Controlled release device - You are not covered for services or supplies used for the controlled release of therapeutic agents into diseased crevices around your teeth.
- N. Cosmetic in nature - You are not covered for services or supplies which have the primary purpose of improving the appearance of your teeth, rather than restoring or improving dental form or function.
- O. Crowns, appliance and restorations - ***Unless otherwise noted on the summary of benefits sheet***, you are not covered for crowns that are not meant to restore form and function of a tooth, including crowns placed for the primary purpose of periodontal splinting, cosmetics, altering vertical dimension, restoring your bite (occlusion), or restoring a tooth due to allergies, attrition, abrasion, erosion and abfraction. Crowns placed on anterior teeth for endodontic purposes only are not a covered benefit.
- P. Desensitization materials - You are not covered for desensitization materials or their application.



- Q. Diet planning - Diet planning or training in oral hygiene or preventive care.
- R. Drugs - You are not covered for prescription, non-prescription drugs, medicines or therapeutic drug injections.
- S. Duplicate dentures - Your plan does not cover any charges for the duplication of dentures.
- T. Duplication of dental records - Your plan does not cover any charges for the duplication of dental records.
- U. Effective date - You are not covered for services or supplies received before the effective date of coverage.
- V. Experimental or investigative - You are not covered for services or supplies that are considered experimental, investigative or have a poor prognosis. Peer reviewed outcomes data from clinical trial, Food and Drug Administration regulatory status, and established governmental and professional guidelines will be used in this determination.
- W. Excess - Services in excess of any limitation specified in the list of covered benefits.
- X. General anesthesia/sedation - General anesthesia and intravenous sedation are benefits only when provided in conjunction with covered oral surgery and when billed by the operating dentist.
- Y. Government programs - You are not covered for services or supplies when you are entitled to claim benefits from governmental programs (except Medicaid).
- Z. Hospital - Charges for hospital services or hypnosis.
- AA. Implants - Implants may not be a benefit ***unless otherwise noted on the summary of benefits sheet.*** If they are not a benefit and implants are utilized, Delta Dental will allow the cost of the standard appliance, either fixed or removable, constructed in association therewith. Delta Dental does not cover the cost of the implants, maintenance or the surgical removal thereof.
- BB. Incomplete services - You are not covered for dental services that have not been completed.
- CC. Indirect pulp caps - You are not covered for indirect pulp caps.
- DD. Infection control - You are not covered for separate charges for "*infection control,*" which includes the costs for services and supplies associated with sterilization procedures. Participating dentists incorporate these costs into their normal fees and will not charge an additional fee for "*infection control.*"
- EE. Injuries - Dental Procedures, services, treatment and supplies to treat injuries or diseases caused by riots or any form of civil disobedience, injuries sustained while committing a felony or engaging in an illegal occupation or injuries that are intentionally inflicted.
- FF. Lost or stolen appliances - You are not covered for services or supplies required to replace a lost or stolen dental appliance or charges for duplicate dentures.
- GG. Malformation - Dental or surgical procedures performed to correct developmental malformation or acquired malformation.
- HH. Medical or health plan - Dental procedures, services, treatment or supplies for which benefit is provided by a medical or health plan.
- II. Medical services or supplies - You are not covered for services or supplies which are medical in nature, including but not limited to dental services performed in a hospital, surgical treatment centers, treatment of fractures and dislocations, treatment of cysts and malignancies, and accidental injuries or treatment rendered other than by a licensed dentist.

- JJ. Military service - You are not covered for services or supplies which are required to treat an illness or injury received while you are on active status in the military services.
- KK. Motor vehicle injury - Dental Procedures, services, treatment and supplies for injuries resulting from the maintenance or use of a motor vehicle if such treatment or service is paid or payable under a plan or policy of motor vehicle insurance, including a certified self-insurance plan.
- LL. Mutually exclusive service - When two or more services are submitted on the same day and the services are considered mutually exclusive (when one service contradicts the need for the other service), Delta Dental will pay for the service that represents the final treatment as determined by Delta Dental.
- MM. Night guard/occlusal guards/athletic guards (*unless otherwise noted on the summary of benefits sheet*) - Your plan does not cover appliances for bruxism, grinding or clenching of teeth unless your plan has coverage for temporomandibular joint (TMJ) dysfunction.
- NN. Not dentally necessary - Dental procedures, services, treatment and supplies which are not dentally necessary or which do not meet generally accepted standards of dental practice.
- OO. Oral hygiene instruction - Plaque control programs, oral hygiene instruction and dietary instructions.
- PP. Orthodontic appliances repair or replacement - Your plan does not cover for the repair or replacement of any orthodontic appliance under this contract, even if orthodontics is a covered benefit.
- QQ. Orthodontic services - *Unless otherwise noted on the summary of benefits sheet.*
- RR. Payment responsibility - You are not covered for services or supplies when someone else has the legal obligation to pay for your care, and when, in the absence of this contract, you would not be charged. This may include, but not limited to, treatment of injuries intentionally inflicted or sustained while committing a criminal act as a form of civil disobedience.
- SS. Periodontal appliances - You are not covered for services or supplies for periodontal appliances (bite guards) to reduce bite (occlusal) trauma due to tooth grinding or jaw clenching, *unless temporomandibular joint (TMJ) dysfunction services are covered on the summary of benefits sheet.*
- TT. Periodontal splinting - You are not covered for services or supplies used for the primary purpose of reducing tooth mobility, including crown-type restorations.
- UU. Pre-diagnostic services - Pre-diagnostic services, oral pathology laboratory procedures, and diagnostic tests and examinations other than pulp vitality tests.
- VV. Preventive control programs.
- WW. Provisional (temporary) crowns, bridges or dentures - You are not covered for services or supplies for provisional crowns, bridges or dentures.
- XX. Prosthesis - The replacement of a prosthesis which, in the Dentist's opinion, can be repaired or does not need repair. The replacement of a prosthesis within five (5) years after it was first placed, except when the replacement is: (1) made necessary by the extraction of a functioning natural tooth which is replaced while covered under the policy and when the existing prosthesis cannot be made serviceable; or (2) for full or partial dentures which, while in the mouth, have been damaged beyond repair as a result of injury occurring while covered.
- YY. Repair, replacement or duplication of orthodontic appliances - You are not covered for services or supplies required to repair, replace or duplicate any orthodontic appliance.

ZZ. Same day services - When two or more services are submitted on the same day and the services are considered mutually exclusive (when one service contradicts the need for the other service), Delta Dental will pay for the service that represents the final treatment as determined by Delta Dental.

AAA. Sedation - Pre-medication, analgesia or conscious sedation.

BBB. Services provided in other than office setting - You are not covered for services provided in other than a dental office setting. This includes, but is not limited to, any hospital or surgical/treatment facility.

CCC. Specialized services - You are not covered for specialized, personalized, elective materials and techniques or technology which are not reasonably necessary for the diagnosis or treatment of dental disease or dysfunction. Specialized services represent enhancements to other services and are considered optional. Includes, but not limited to, copings and precision attachments.

DDD. Splinting - The joining of teeth to support each other for periodontal reasons (stabilization) by crowns or other means. Splinting for stabilization due to an accident or injury is a covered benefit.

EEE. Sterilization - Sterilization preparation, infection control, operator preparation and sepsis control are considered part of all procedures and are not a benefit.

FFF. Temporary or interim procedures - You are not covered for temporary or interim procedures.

GGG. Temporomandibular joint (TMJ) dysfunction - You are not covered for expenses incurred for diagnostic x-rays, appliances, restorations or surgery in connection with temporomandibular joint dysfunction or myofunctional therapy, ***unless temporomandibular joint (TMJ) dysfunction services are covered on the summary of benefits sheet.***

HHH. Termination - Whether or not we have approved a treatment plan, you are not covered for treatment received after you or your group's coverage termination date.

III. Tooth colored fillings - ***Unless otherwise noted on the summary of benefits sheet,*** composite/resin restorations are allowed on the front teeth (anterior teeth) only. When composite/resin restorations are done on the back teeth (posterior teeth) they are considered optional services. Coverage will be made for a corresponding amalgam (silver) restoration.

JJJ. Treatment by other than a licensed dentist - You are not covered for services or treatment performed by other than a licensed dentist or his or her employees.

KKK. Workers' compensation - You are not covered for services or supplies that are or could have been compensated under Workers' Compensation laws, including services or supplies applied toward satisfaction of any deductible under your employer's Workers' Compensation coverage.

LLL. Other - Any procedure which (1) is for the purpose of changing vertical dimension; or (2) relates to bite registration, bite analysis, or the correction of the bite; or (3) is for replacing tooth structure lost as a result of abrasion or attrition; or (4) is for equilibration or restorations for malalignment of the teeth; or (5) gnathologic recordings.

Services for which the covered person has or had a right to payment under a program of a government or plan established by law except; (a) Medicare; (b) Medicaid; (c) the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS) and (d) where the law does not permit this type of exclusion.

## APPENDIX B

### ELIGIBILITY REQUIREMENTS

#### **Definitions**

"Eligible Employee" means a full-time employee who works at least thirty (30) hours per week for the employer for the Eligibility Waiting Period specified below and for whom the required enrollment form has been completed and forwarded with the required periodic premium payments to Delta Dental by the group.

"Eligible Dependent" means an Eligible Employee's legal spouse and children, including adoptive, stepchildren or foster children, through the end of the month age twenty six (26) is attained. Mentally or physically handicapped children shall be considered Eligible Dependents regardless of age. Dependents enlisted or on active duty in the military are not eligible.

"Eligible Retiree" means a former employee who has or will retire from the City of Casper whether under or over the age of 65. Retired Employees (and Dependents) who allow their Retiree Coverage to terminate will NOT be eligible to reapply later for coverage.

"Eligible Retiree Dependent" includes all Dependents of a covered retired Employee who were covered at the time that the Employee retired. This includes the Eligible Employee's legal spouse and children, including adoptive, stepchildren or foster children, through the end of the month age twenty six (26) is attained. Mentally or physically handicapped children shall be considered Eligible Dependents regardless of age. Dependents enlisted or on active duty in the military are not eligible.

Except as otherwise required by state or federal law, newly acquired Dependents who were not covered at the time the Employee retired are not eligible to be added to the coverage under this plan.

NOTE: Any new employee, who began working for the City on or after January 1, 2012, will not be eligible to stay on the City's health plan when/if they retire from the City of Casper.

#### **Coverage Period**

An Eligible Employee becomes covered on the first day of the month following one (1) month of full-time employment provided all other requirements have been met.

Eligible Dependents, if enrolled, are eligible on the date the Eligible Employee's coverage becomes effective, or on the first day of the month following the date on which the Eligible Employee acquires the dependent, whichever last occurs.

An Eligible Retiree may continue coverage upon retirement from the City or they may discontinue their coverage. If a Retiree chooses to terminate, they (and their Dependents) will NOT be eligible to re-enroll at a later date.

Coverage for the Eligible Employee and/or Eligible Dependent shall terminate on the last day of the month in which: 1) the individual ceases to meet the requirements of eligibility above, or 2) the required periodic premium is not received by Delta Dental from the covered group, whichever first occurs.

Employees and/or dependents that enroll and withdraw from this plan for any reason will not be allowed to re-enroll for a period of three (3) years.

#### **Coverage After Termination**

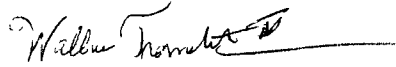
If an Employee's employment and/or coverage terminates while a covered person is receiving treatment under a predetermination or preauthorization of benefits which was approved while the covered person was eligible for benefits, benefits will not continue to be paid for such approved treatment.

Employees and dependents who have been terminated, voluntarily or involuntarily, the dependents of an Employee upon the Employee's death, and Employees in certain other situations may be entitled to an extension of Benefits under "COBRA" at the employee's expense. (Ask your employer for complete details of Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or other State or Federal continuation of coverage status and/or regulations.)

APPROVAL AS TO FORM

I have reviewed the attached *Delta Dental Administrative Services Contract*, and approve them as to form on behalf of the City of Casper, Wyoming.

Dated: July 11, 2017.

A handwritten signature in cursive script, appearing to read "Wallace Trembath III", written over a horizontal line.

Wallace Trembath III  
Assistant City Attorney

RESOLUTION NO.17-157

A RESOLUTION AUTHORIZING A CONTRACT WITH DELTA DENTAL PLAN OF WYOMING D.B.A. DELTA DENTAL OF WYOMING FOR THE PROVISION OF DENTAL COVERAGE ADMINISTRATIVE SERVICES.

WHEREAS, the City of Casper first entered into a Contract with Delta Dental of Wyoming on July 15, 2008, to provide dental coverage administrative services for the City of Casper; and,

WHEREAS, the parties desire to continue to contract for dental coverage administrative services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Delta Dental of Wyoming to continue to provide dental coverage administrative services for the City of Casper.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

July 19, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Steve Schulz, Interim Chief of Police *SS*  
SUBJECT: Authorization of a Professional Services Agreement for Wrecker Service (Police Impounds)

Meeting Type and Date: Regular City Council Meeting; August 1, 2017

Action Type: Resolution

Recommendation:

That Council, by resolution, authorize a Professional Services Agreement with E&F Towing Transport & Recovery to provide impound wrecker services for the Casper Police Department which are not dispatched via the Public Safety Communications Center, (PSCC) call rotation system.

Summary:

The Casper Police Department requires impound wrecker and towing services for specific incidences such as seized vehicles which may have been used in a crime and are needed as evidence.

The Casper Police Department issued a Request for Bid for wrecker and towing services on May 23, 2017. Per the City of Casper's bid process, E&F Towing Transport & Recovery submitted the lowest bid for impound towing services with the ability to meet all towing requirements of the Casper Police Department. The Casper Police Department requires any Wrecker Service to adhere to the terms of the Professional Services Agreement for protection of the public through the adoption of certain standards and requirements for those wrecker services.

Financial Considerations:

Funding for towing for evidentiary purposes will come from the Police Department's Operational Budget.

Oversight/Project Responsibility:

Interim Chief Schulz and the Police Department Command Staff will administer all vehicles towed for evidentiary purposes.

Attachments:

The Professional Services Agreement and a resolution have been prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 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. E & F Towing Transport & Recovery, located at 1688 Bryan Stock Trail, Casper, Wyoming 82609 (“Contractor”).

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

### RECITALS

A. The City is undertaking a Contract for special police department towing as described in Section 1, Scope of Services.

B. The project requires professional services for special towing requests, on an as-needed basis, at the agreed upon pricing structure described in Attachment A.

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

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

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

1. SCOPE OF SERVICES:

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

- A. Provide wrecker service for police purposes which are not dispatched via the Public Safety Communications Center (PSCC) dispatcher call rotation system.
- B. Services must be available on a 24/7/365 basis.
- C. Contractor must be able to provide stand-by services as needed.



D. Contractor must maintain an active Professional Services Agreement for Wrecker Services (wrecker services agreement) with the City of Casper PSCC, and be on the Dispatching Wrecker Service Rotation System with PSCC. Except as modified by this contract, Contractor must comply with all requirements, terms, and obligations so the wrecker service agreement, and any discrepancies between this Contract and that Agreement shall be resolved in favor of this Contract. The wrecker services agreement shall be in a form substantially and materially similar to Attachment B, which is attached hereto.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be on an as-needed basis for the duration of this Contract as described in Section 1, Scope of Services, and undertaken on or before the 30<sup>th</sup> day of June, 2017, and ending on the 30<sup>th</sup> day of June, 2018.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance Attachment A.

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:

Wallace Tremblay

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

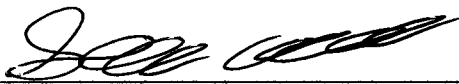
Tracey L. Belser  
City Clerk

Kenyne Humphry  
Mayor

WITNESS

CONTRACTOR  
E& F Towing Transport & Recovery

By: 

By: 

Printed Name: S. Arzuman

Printed Name: Greg Carroll

Title: Compliance Officer

Title: General Manager

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

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

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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.

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

ATTACHMENT A



**E&F Towing & Transport Bid Proposal**

**Hook Fees:**

- A. \$60.00 per light duty vehicles
- B. \$95.00 per medium duty ( 1 ton & over )
- C. \$200.00 per heavy duty vehicle ( semi tractor trailer)

**Stand by Time:**

- A. \$60.00/hr light duty
- B. \$95.00/hr medium duty
- C. \$200.00/hr Heavy duty

**Winch outs:**

- A. \$60.00 call out fee + \$70.00/hr winch time in ¼ increments =\$17.50 every 15 min
- B. \$95.00 call out fee + 105.00/hr winch time in ¼ increments =\$26.25 every 15 min
- C. \$200.00 callout fee + 220.00/hr winch time in ¼ increments = \$55.00 every 15 min

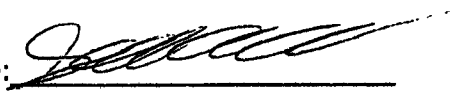
**Special Equipment:**

**May be needed on tows and winch outs**

- A. Snatch blocks, Skates = 15.00 light & medium duty
- B. Snatch blocks = \$25.00 heavy duty

**SECURE INSIDE STORAGE AVAILBLE AND INCLUDED WITH THE HOOK FEE**

Submitted by Greg Carroll General manager

Signature: 

**ATTACHMENT B**

INSERT EXISTING CONTRACT

**CITY OF CASPER**

**PROFESSIONAL SERVICES AGREEMENT FOR WRECKER SERVICE**

THIS AGREEMENT entered into as of this 16<sup>th</sup> day of August, 2016, by and between the City of Casper, a Municipal Corporation, 200 North David, Casper, Wyoming, hereinafter referred to as "City", and E & F Towing Transport & Recovery, Inc., hereinafter referred to as "Wrecker Service."

WITNESSETH:

WHEREAS, the City of Casper is under Agreement to provide public safety dispatching services, including the dispatch of wreckers, through the Public Safety Communications Center, hereinafter referred to as "PSCC," to the various entities in Natrona County; and,

WHEREAS, the City of Casper desires to protect the safety of the motoring public for whom it dispatches wreckers through the adoption of certain standards and requirements for those wrecker services; and,

WHEREAS, upon approval of this Agreement by the City Manager, City and Wrecker Service will follow the terms of this Agreement to provide wrecker services to the various entities served by the PSCC, when notified by the PSCC; and,

WHEREAS, the PSCC will use the Wrecker Service Rotation System, hereinafter referred to as "Rotation System," which is defined in the Towing and Wrecker Service Policy, hereinafter referred to as "Policy."

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, it is understood and agreed by and between the parties that both parties will adhere to the terms of this Agreement.

**Section 1. Application Requirements for a Wrecker Service.**

- A. The Chief of Police and/or his designee shall review applications for additions to the Rotation System. The applications shall be reviewed within thirty (30) days of receipt by the Chief of Police and/or his designee. Said review shall include a written decision to either add the applicant to the Rotation System, or deny the applicant's request. Said decision will be based upon the ability of the applicant to meet the terms of this Agreement and the Policy. A copy of the decision shall be mailed to the applicant, and a copy shall be retained by the Casper Police Department.
- B. A Wrecker Service which has been approved by the Chief of Police to be on the Rotation System for wrecker related services must fully comply with all of the provisions of this Agreement and the Policy.
- C. This Agreement shall be valid for two (2) full calendar years from the date of the Agreement.

- D. It is the responsibility of the Wrecker Service to notify the Chief of Police, in writing, ninety (90) days prior to the expiration of the current Agreement, of their intent to renew or not renew their existing Agreement. Failure of the Wrecker Service to notify the Chief of Police ninety (90) days prior to the expiration date of the Agreement shall be cause for the removal from the Rotation System by the Chief of Police and/or his designee. A Wrecker Service which has been removed from the Rotation System due to the notification requirement must re-apply to be on the Rotation System, be approved to provide such service by the Chief of Police, and enter into a new Agreement.
- E. Approved Wrecker Service companies shall advise the Chief of Police and/or his designee within thirty (30) days, in writing, of any change(s) in the information required by this Agreement. Change(s) must be approved by the Chief of Police and/or his designee.
- F. Any owner(s) and/or any other associate(s) of any Wrecker Service that provides services pursuant to this Agreement, must provide a complete list of any other affiliated wrecker service company(ies) owned and/or operated by them, to the Chief of Police and/or his designee at the time of application. Immediate notification to the Chief of Police and/or his designee is required, should such affiliation occur during the term of this Agreement.
- G. Upon submitting an application, the Wrecker Service requesting approval to be on the Rotation System must provide documentation to the Chief of Police and/or his designee that anyone associated with the Wrecker Service who will be providing service under this Agreement, is certified by the National Driver Certification Program and Towing Recovery Association of America, or Wreckmaster, or a similar industry-accepted program. The Wrecker Service must also provide documentation that anyone associated with the Wrecker Service who will provide any services pursuant to this Agreement, meets all applicable Federal, State and local laws governing businesses of this nature. At any time after receiving approval, and during the term of this Agreement, any Wrecker Service approved to provide service through the Rotation System must be willing to immediately demonstrate, upon any request, that this Agreement is being complied with.
- H. Wrecker service companies must submit any documents, on an annual basis, to the Chief of Police and/or his designee that are required by law to be renewed annually.

**Section 2. Required Documents to be Submitted by the Wrecker Service.**

- A. A copy of the current Wyoming Highway Patrol wrecker inspection report that lists the date of the inspection and description of any wrecker equipment to be used to provide service pursuant to this Agreement shall be provided. The report must indicate that such equipment was inspected and certified, and that the wrecker equipment passed inspection.
- B. Prior to approval of the application by the Chief of Police and/or his designee, the Wrecker Service must provide a current copy of the Wrecker Service's insurance policy or policies, indicating that the Wrecker Service is covered by liability insurance as set forth by State of Wyoming Statutes, and that the Wrecker Service also is covered by cargo and garage insurance with a minimum limit of \$500,000. Said policies shall provide that the Chief of Police or his designee shall be notified by the insurer at least thirty (30) days prior to any

changes, cancellation, or termination of coverage.

- C. A copy of current Wyoming vehicle registration(s) for all wreckers that will be utilized to provide services pursuant to this Agreement shall be required.
- D. Wrecker Service shall provide a copy of the fee and/or rate schedule for all services provided, pursuant to this Agreement that will be charged and/or billed to any vehicle owner(s) and/or their insurance company(ies).
- E. A copy of the completed towing and storage yard inspection report shall be submitted.
- F. Wrecker Service shall provide, to the Chief of Police and/or his designee, completed and signed "Authorization to Release Information Forms" specific to background investigations that may be conducted by the Casper Police Department on any employee(s), agent(s), representative(s), owner(s), or anyone else associated with the Wrecker Service who may have access to vehicles and/or property towed and/or stored by a Wrecker Service pursuant to this Agreement, for the purposes of criminal history reviews and/or background checks.
- G. Wrecker Service shall provide fingerprinting of any employee(s), agent(s), representative(s), owner(s), or anyone else associated with the Wrecker Service who will be providing services pursuant to this Agreement, for purposes related to criminal histories and/or a background investigation.
- H. Prior to an application receiving approval from the Chief of Police and/or his designee, the Wrecker Service must submit any required administration fees and/or reimbursement costs associated with conducting background investigations pursuant to this Agreement.

### Section 3. Sub-Leasing and Contracting Services.

Wrecker service companies are not permitted to sub-lease or contract out their services to any other Wrecker Service, for the purposes of providing service under the Agreement. Wrecker service companies are not permitted to contact and/or direct another Wrecker Service to handle a Rotation System service call pursuant to the Agreement.

### Section 4. On Call Requirements.

- A. Wrecker service companies, as part of the Agreement, must agree to a 24/7 call out, and must furnish PSCC with one telephone number for purposes of notifying the Wrecker Service of Rotation System calls. The Wrecker Service must also provide the name, street and mailing address of the responsible person for the Wrecker Service.
- B. Each Wrecker Service, whether identified under one business name or multiple business names, will receive one call per owner. The call out of a Wrecker Service will be based on a one-call-per-owner Rotation System.
- C. No more than one telephone number per Wrecker Service shall be supplied to the PSCC for Rotation System notification.

**Section 5. Service Fees and Maintaining Records.**

- A. Before approval, a Wrecker Service must provide a detailed record outlining all charges applicable to services that may be provided pursuant to this Agreement. The Chief of Police and/or his designee reserves the right to provide a copy of the fee and/or rate schedule to citizens who may be in need of a wrecker service company. Wrecker Service companies must provide, in writing to the Chief of Police and/or his designee, any revisions and/or change(s) to any fee and/or rate schedule thirty (30) days prior to implementing the change. The Wrecker Service, pursuant to this Agreement, shall not assess any surcharge, or assess any fees to PSCC or its user agencies for responding to PSCC requests. This includes any call(s) for service that may be cancelled by PSCC and/or any public safety employee, and/or the owner or person responsible for the vehicle to be towed. Once a Wrecker Service is summoned by PSCC to a call and has attached the towing apparatus of a wrecker to the vehicle, the Wrecker Service has the right to assess a fee, pursuant to the Agreement, to the owner of the vehicle.**
- B. The Wrecker Service shall maintain complete records of all fees charged, assessed and collected for services performed, pursuant to this Agreement. The Wrecker Service shall correlate each bill and/or record associated with service calls, pursuant to this Agreement, with the PSCC case number assigned to the police record. The Wrecker Service shall produce for examination, upon any request of the Chief or Police and/or his designee, any record associated with a call for service under the Agreement. All records associated with calls for service pursuant to the Agreement must be maintained for a minimum period of two (2) years by the Wrecker Service. All charges for service calls performed pursuant to the Agreement shall be billed to the vehicle owner according to the fee and/or rate schedule submitted by the Wrecker Service to the Chief of Police and/or his designee, under the terms of this Agreement.**

**Section 6. Release of Property and Law Enforcement Vehicle Hold Orders.**

- A. The Wrecker Service must release items of personal property to the lawful owner, when authorized by the participating agency requesting the tow, prior to receiving payment of any accrued charges. This subsection applies as directed by W.S. 31-13-112(c). For purposes of this Agreement, and the preservation of evidence, the Wrecker Service shall not allow access to towed and/or stored vehicles under an authorized vehicle hold order, without first receiving permission from the public safety official responsible for the criminal case involving the towed and/or stored vehicle.**
- B. It shall be the responsibility of the Wrecker Service to notify the registered owner of the towed and/or stored vehicle within 24 hours, once any towed and/or stored vehicle has been released from a vehicle hold order. The agency initiating the vehicle hold order, or any agency associated with the vehicle hold order or the PSCC, is not to be assessed any fees associated with the towed and/or stored vehicle, and/or the costs associated with storage, after the Wrecker Service has been notified that the vehicle hold order has been cancelled. For purposes of notification, a telephone call by the PSCC, or an agent of any public safety agency, notifying the Wrecker Service that a vehicle hold order no longer exists, and the**

notification call is documented through any source of media utilized by the PSCC, will serve as proof of notification.

- C. All Casper Police Department vehicle hold orders will be approved by the Chief of Police and/or his designee, before a vehicle hold order request can be implemented by the Wrecker Service. The name of the individual approving the vehicle hold order must be written on the bill and/or record associated with the Wrecker Service call by the Wrecker Service.
- D. Wrecker Service companies shall notify the PSCC before any vehicle tow (private property, repossessions, etc.) occurs *without* the vehicle owner(s) knowledge.
- E. PSCC will maintain call records of all Wrecker Service Rotation System calls placed by the PSCC for a two (2) year minimum.

**Section 7. Storage Areas and Evidence Protection.**

- A. The Wrecker Service's storage area(s), for the purposes of storing towed vehicles pursuant to this Agreement, shall successfully complete an inspection of its secured holding facility by a representative of the Casper Police Department. The storage area used to store all vehicles towed pursuant to this Agreement, must be secured, at a minimum by a security type fence, and the fenced area must have adequate illumination. For the purpose of being called for the towing of vehicles needing to be stored for protecting evidence on or in a vehicle, the Wrecker Service must be willing to provide an indoor storage area(s) to store two passenger sized vehicles long-term. The indoor storage area(s), while being utilized to store vehicles towed pursuant to this Agreement, must be clean and accessible only to public safety officials and/or employees of the Wrecker Service and/or its employee(s), agent(s), representative(s) and/or operator(s) who meet the guidelines of this Agreement. Wrecker service companies who do not meet the evidence storing requirement when requested by the PSCC will not lose a call for service in the Rotation System.
- B. Vehicles stored indoors pursuant to an approved vehicle hold order must not be removed from the indoor secured area(s) without the Wrecker Service first receiving authorization to do so from the public safety official responsible for the criminal case involving the towed and stored vehicle.

**Section 8. Environmental Requirements.**

Wrecker service companies are responsible for clearing all debris at the scene of a service call. Any costs associated with clearing debris not removed from the scene and/or cleaned up by the Wrecker Service responsible for the service call shall be billed to the Wrecker Service by the agency responsible for the removal of the debris.

**Section 9. Insurance Requirements.**

Any Wrecker Service providing service pursuant to this Agreement, shall maintain insurance that will cover any liability that may occur during towing or while in possession of any vehicle. Said insurance shall also cover towing, cargo and garage insurance. The Wrecker Service shall provide



copies of the insurance policy(ies) to the Chief of Police and/or his designee. (See Section 2, paragraph B). Said policies shall provide that the Chief of Police or his designee shall be notified by the insurer at least thirty (30) days prior to any changes, cancellation, or termination of coverage. Additionally, the Wrecker Service must also immediately notify the Chief of Police and/or his designee should any insurance coverage(s) be changed, cancelled, terminated or denied. The insurance selected by the Wrecker Service must provide, at a minimum, coverage for property damage to the vehicle being towed while in tow, as well as coverage to any other property and/or person(s) that may suffer damage, injuries, and/or death due to an unintended release of any such vehicle and/or cargo attached to, or part of any vehicle while in tow. PSCC and/or any entities it serves is not liable for any matters pertaining to wrecker service companies, wrecker service companies' insurance carriers, wrecker service companies' insurance coverage limits or the lack of insurance, or wrecker service companies who may become non-insured. Wrecker service companies who become non-insurable, or wrecker service companies who do not meet the insurance requirements of this Agreement, will not be eligible for Rotation System calls through the PSCC, and may be subject to provisions contained in Section 12 of this Agreement.

#### Section 10. Rotation System.

- A. If the party needing the Wrecker Service requests a particular Wrecker Service, the requested Wrecker Service will be notified, if available. Citizen requests will not affect the Rotation System. A Wrecker Service need not be under an Agreement to be called by special request of a citizen.
- B. If the party needing the Wrecker Service has no preference, the next Wrecker Service on the Rotation System will be called. If the notified Wrecker Service is unavailable to respond, or is not able to arrive on scene within 20 minutes to a location within the City Limits of Casper, or arrive within a reasonable response time to a scene in Natrona County, the next Wrecker Service in the Rotation System will be called. Wrecker service companies must notify PSCC of an estimated time of arrival when the service call is requested by PSCC. The Wrecker Service must also advise PSCC when arrival to the scene will not be within the allowable time limits. The Wrecker Service shall abide by all Federal laws, State Statutes and/or ordinances when providing service pursuant to this Agreement.
- C. When a Wrecker Service acknowledges that their arrival time to a scene will be within the specified time frame, but fails to respond within the time specified by this Agreement, the Wrecker Service will automatically lose a call for service in the Rotation System, if another Wrecker Service is called to respond to the initial call.
- D. Public safety officials reserve the right to request a particular Wrecker Service, whether or not the Wrecker Service is next on the Rotation System, or whether or not the Wrecker Service is under an Agreement, if a service call is of an immediate need and in the best interest of public safety. Public safety officials also reserve the right to request a particular Wrecker Service, if specialized equipment and/or services are needed, and it is determined that the specialized equipment and/or services are not owned and/or operated or provided by a Wrecker Service that is next in the Rotation System for a service call. The Rotation System will maintain a list of the class of wrecker equipment that has been approved pursuant to this Agreement for each approved Wrecker Service. Wrecker vehicles pursuant to

this Agreement are classified as:

- Class A- carries a minimum gross vehicle weight (MGVW) of 7,500 lbs.
  - Class B - carries a minimum gross vehicle weight (MGVW) of 10,000 lbs.
  - Class C - carries a minimum gross vehicle weight (MGVW) of 20,000 lbs.
  - Class D - carries a minimum gross vehicle weight (MGVW) of 30,000 lbs.
- E. The abandoned vehicle towing service is a separate agreement between Natrona County and the Wrecker Service companies for the purpose of removing and/or towing abandoned vehicles. Rotation on the abandoned vehicle towing service list does not affect the PSCC Rotation System, and is not a service governed by this Agreement.
- F. When attempting to contact a Wrecker Service and PSCC receives a busy signal, the PSCC dispatcher will attempt to place the call two (2) additional times during a period of no more than five (5) minutes before calling the next Wrecker Service on the Rotation System. No contact due to a repeated busy telephone signal or no answer will be considered a no-answer call or a turn-down call, and the Wrecker Service will lose the call for service in the Rotation System.
- G. Wrecker Service must confirm acceptance of the PSCC service call within five (5) minutes. Failure to do so will be considered a turn-down, and the Wrecker Service will lose their call for service in the Rotation System.
- H. A history of repeated turn-downs or no-answers may be considered a performance issue and may become a cause for sanctions outlined in Section 12 of this Agreement being imposed by the Chief of Police.
- I. The PSCC staff and public safety personnel will not become involved in any acts of favoritism or preference directed toward any Wrecker Service company and/or its owner(s), agent(s), representative(s) and/or employee(s).
- J. Notwithstanding any other provision of this Agreement, the City of Casper Police Department reserves the right to contract for its own wrecker services, separate and apart from the rotational system described in this Agreement.

#### Section 11. Termination of Agreement.

Either party may terminate this Agreement at any time. In addition, the Chief of Police may recommend termination of this Agreement to the City Manager at any time.

#### Section 12. Sanctions.

- A. Whenever performance issues (complaints or breaches of an Agreement) are brought to the attention of the PSCC through citizens and/or any user agency of the PSCC, an investigation will be completed by the Casper Police Department. The Chief of Police and/or his designee shall have the authority to impose sanctions as outlined in this section.
- B. Sanctions, depending on the severity of sustained complaints, can range from a written warning

to a recommendation for termination of this Agreement. Nothing in this Agreement precludes criminal prosecution and/or civil action for the violation of any law by a Wrecker Service.

- C. Repeated and/or serious violations by a Wrecker Service of this Agreement may result in complete removal from the Rotation System.
- D. A Wrecker Service that has been suspended from providing service through the PSCC Rotation System, may be reinstated by the Chief of Police and/or his designee after the suspension period, when the Wrecker Service requests reinstatement, in writing, to the Chief of Police, and agrees to abide by the terms of this Agreement.

Section 13. Public Safety.

- A. A Wrecker Service must keep its equipment properly registered and insured pursuant to the law, and remain in compliance with this Agreement.
- B. Wrecker service employee(s), agent(s), representative(s) and/or operator(s), who have been convicted of any felony within the last three (3) years shall not be allowed to provide service pursuant to this Agreement.
- C. Wrecker Service must provide adequate traffic safety precautions. The participating agencies will assist with traffic control, whenever practical to do so, unless calls for service priorities dictate otherwise.

Section 14. General Provisions.

- A. This Agreement revokes and supersedes any and all agreements and policies regarding wrecker and towing services that the parties may have previously entered into or executed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

B. 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.

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

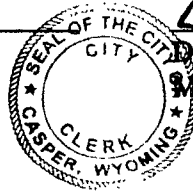
APPROVED AS TO FORM:

*Walker Tremble*

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

*Tracey L. Belsler*  
Tracey L. Belsler  
City Clerk



*Daniel Sandoval*  
Daniel Sandoval  
Mayor

WITNESS:

E & F TOWING TRANSPORT & RECOVERY,  
INC.

By: *Laura Wells*  
Printed Name: LAURA WELLS  
Title: Compliance Officer

By: *Gregory M. Carroll*  
Printed Name: GREGORY M. CARROLL  
Title: General Manager

RESOLUTION NO.17-158

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR IMPOUND WRECKER AND TOWING SERVICES

WHEREAS, the City of Casper Police Department desires professional impound wrecker services; and,


WHEREAS, per the City of Casper's bid process, E&F Towing Transport & Recovery located in Casper, Wyoming, submitted the lowest bid for impound wrecker services to the Casper Police Department and is, therefore, willing and able to provide such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with E&F Towing Transport & Recovery for professional impound wrecker services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments throughout the term of this agreement in accordance with the Contract for Professional Services.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphry  
Mayor

July 10, 2017

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

FROM: Liz Becher, Community Development Director *lb*

SUBJECT: Appointment of Member to the Casper Historic Preservation Commission

Meeting Type & Date:

Regular Council Meeting, August 1, 2017.

Action Type:

Minute Action

Recommendation:

That Council, by minute action, appoint Dandee Pattee to a three (3) year term expiring June 30, 2020.

Summary:

Background and Analysis - Pursuant to Section 2.40 of the Casper Municipal Code pertaining to the Historic Preservation Program, it is required that there be eleven (11) members, and each member shall serve three (3) year terms. There are currently no term limits for members of the Casper Historic Preservation Commission. The appointments are voluntary positions.

The recommendation is to appoint:

- Dandee Pattee – 3 year term, 1<sup>st</sup> term

Previous Council/Commission/Board Actions – NA

Public notice of the openings was published in the Casper Star-Tribune and Casper Journal, with a request to submit a letter of interest to the Planning Division. One (1) letter of interest was received. At the July 10<sup>th</sup>, 2017 meeting, the Commission nominated Dandee Pattee.

Financial Considerations:

NA

Oversight/Project Responsibility:

Aaron Kloke, Planner I is responsible for coordinating the Historic Preservation Commission.

July 25, 2017

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

FROM: Tracey L. Belser, Support Services Director *TB*  
Jason Shellabarger, Fleet Maintenance Manager

SUBJECT: Authorize the Purchase of One (1) New Compact All-Wheel Drive Sport Utility Vehicle, in the Estimated Total Amount of \$25,903.00, Before the Trade In Allowance, for Use by the Community Service Officer Section of the Casper Police Department.

Meeting Type & Date

Regular Council Meeting  
August 1, 2017

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new compact all-wheel drive sport utility vehicle, from Fremont Motor Company, Casper, Wyoming, to be used in the Community Service Officer Section of the Casper Police Department, in the estimated total amount of \$25,903.00, before the trade in allowance.

Summary

Bids were requested for one (1) new compact all-wheel drive sport utility vehicle. On June 28, 2017, six (6) bids were received from local, statewide, and out of state vendors. The purchase of this vehicle, a 2018 Jeep Cherokee, for the Community Service Officer Section of the Casper Police Department, will replace a 2009 Ford Fusion that is due for replacement for age and mileage. This new compact all-wheel drive sport utility vehicle is utilized by the Community Service Officers on a daily basis for Field VIN# checks, Parking Enforcement, Abandoned vehicle tagging, traffic control, found property pick up, and daily paperwork work deliveries to the dispatch center.

As required by Wyoming State Statute 15-1-113(b), the notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended purchase of the Jeep Cherokee meets all of the required specifications for the new all-wheel drive compact sport utility vehicle.

The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(1) 2018 Jeep Cherokee	Fremont Motors Casper, WY	\$25,903.00	\$3,916.00	\$21,987.00
(1) 2018 Ford Escape	Greiner Motors Casper, WY	\$25,357.00	\$3,000.00	\$22,357.00
(1) 2018 Chevrolet Equinox	Daniels Long Colorado Springs, CO	\$28,752.80	\$4,400.00	\$24,352.80
(1) 2018 Ford Edge	Fremont Motors Lander, WY	\$28,814.00	\$3,000.00	\$25,814.00
(1) 2018 Ford Escape	Fremont Motors Lander, WY	\$31,016.00	\$3,000.00	\$28,016.00
(1) 2017 Ford Edge	Greiner Motors Casper, WY	\$31,197.00	\$3,000.00	\$28,197.00

Financial Considerations

This purchase was approved in the FY17 adopted budget and is funded by One Cent #15 Optional Sales Tax Fund. These funds have been encumbered in the Casper Police Department Capital Equipment Fund for this purchase to be completed.

Oversight/Project Responsibility

This purchase will be made by Jason Shellabarger, Fleet Maintenance Manager in Support Services with oversight being transferred to Scott Jones, Traffic Sergeant, in the Casper Police Department after the equipment is received.

Attachments

No Attachments



July 20, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Steve Schulz, Interim Chief of Police *scsf*  
Jeremy Tremel, Lieutenant  
SUBJECT: Authorizing the Purchase of Ballistic Vests and Helmets in the Amount of \$90,400.00 from Warrior Kits Safety and Survival Gear.

Meeting Type  
Regular Council Meeting  
August 1, 2017

Action Type  
Minute Action

Recommendation

That Council, by minute action, approve the purchase of ballistic vests and helmets in the amount of \$90,400.00 for use by the Casper Police Department.

Summary

Studies have shown an increase in active shooter incidents in the United States over the last twenty (20) years. Law enforcement officers need access to body armor capable of protecting them against advanced threats. Hard body armor is needed to provide officers with ballistic protection from high velocity rifle rounds. Inadequately protected officers carry higher chances of being incapacitated resulting in more civilian and law enforcement casualties.

During Council's strategic planning session "Public Safety" was determined to be a touchstone that Council wanted to focus on in the upcoming year. In line with this goal, the City would like to purchase ballistic protection for all officers.

The State of Wyoming has signed a Participation Agreement with National Association of State Procurement Officers (NASPO) ValuePoint Body Armor Products. This agreement allows the City of Casper to buy directly from the authorized NASPO distributor without having to do a bid process. By going through the NASPO agreement, the City can buy the ballistic protection kits at around fifty-six percent (56%) off the manufacturer's suggested retail price. The authorized NASPO distributor for ballistic protection is a company called Warrior Kit Safety and Survival Gear. This company carries all the necessary components of each ballistic protection kit. Therefore, all components of the kit can be purchased from one distributor at a discounted rate.

Further, this company is providing a ten (10) year warranty on the ballistic plate component of the kits, while the industry standard is only a five (5) year warranty.

The City of Casper requested a quote for 100 ballistic protection kits which includes plates, carriers, accessories, and helmets. The total cost of this quote is \$90,400.00. The City asks that Council authorize the purchase of these ballistic protection kits from this distributor.

#### Financial Considerations

Funding for this project will come from previously allocated One Cent #15 funds designated for the Casper Police Department. This project was included in the City's five (5) year Capital Plan and is a budgeted expenditure of these funds.

#### Oversight/Project Responsibility

Richard Brown, Shane Chaney, and Jeremy Tremel  
Casper Police Department Lieutenants

#### Attachments

None