

REGULAR COUNCIL MEETING  
Tuesday, August 15, 2017  
6:00 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. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE AUGUST 1, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON AUGUST 14, 2017
4. CONSIDERATION OF BILLS AND CLAIMS

5. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish September 5, 2017, as the Public Hearing Date for Consideration of:
  - a. **Rezone 207 South Minnesota Avenue** from R-2 (One Unit Residential) to C-2 (General Business).

6. SECOND READING ORDINANCE

A. Consent

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

7. RESOLUTIONS

A. Consent

1. Authorizing Agreement with **Geer Fabrication Services**, in the Amount of \$49,068.60, for the **Casper Events Center Hairpin Rails Installation Project**.
2. Authorizing Agreement with **GSG Architecture**, in the Amount of \$261,726, for the **New Casper Fire Station No. 5**.
3. Accepting Grant from the **Wyoming Water Development Commission**, in the Amount of \$852,910, for the **CY Booster Station Replacement Project**.
4. Authorizing Lease Agreement with the **Casper Coyotes Junior Hockey, LLC**, for use of the Use of the **Casper Ice Arena**.
5. Authorizing Lease Agreement with the **Casper Amateur Hockey Club** for Use of the **Casper Ice Arena**.
6. Authorizing Memorandum of Agreement with **Wyoming Department of Transportation** and Right-of-Way Easement with the **Transportation Commission of Wyoming** for Signal Improvements at the **Intersection of Southwest Wyoming Boulevard and Fort Caspar Road**.
7. Rescinding Resolution 14-149 and Establishing **Fees and Rules** for Use of the **Hogadon Basin Ski Lodge**.
8. **Rescinding** the Agreement with **Full Contact Concrete LLC**, and Rescind Resolution No. 17-86 for the **2017 Pedestrian Pathway Project**.

7. RESOLUTIONS (continued)

A. Consent

9. Authorizing Change Order No. 4 with **GH Phipps Construction of Wyoming**, in the Amount of \$25,025, and a Time Extension of Twenty-One Days, for the **Hogadon Lodge Project**.
10. Authorizing the Purchase of One **Paratransit Bus** for Use in the City's Transit System From **Lewis Bus Group**, in the Amount of \$70,000, and Options to Purchase Two Additional Identical Vehicles over the Next Four Years.
11. Approving a **Vacation and Replat** of Lot 1, Triflection Addition and Lot 2, Triflection Addition No. 2, as **Bistof Addition**.
12. Authorizing the Acceptance of a **Grant Award** from the **Wyoming Office of the Attorney General, Division of Victim Services**, in the Amount of \$87,562.
13. Authorizing Amendment No. One with **National Benefits Services, LLC**, for the Provision of **Flexible Spending Benefits Plan Administration Services**.

8. MINUTE ACTION

A. Consent

1. Authorizing the Appointment of New Members **Jennifer True and Christopher Murray** to the **Downtown Development Authority Board of Directors**.

9. COMMUNICATIONS

A. From Persons Present

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

11. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

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

6:00 p.m. Tuesday, September 19, 2017 – Council Chambers

**Work sessions**

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

4:30 p.m. Tuesday, September 12, 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  
 August 1, 2017

Casper City Council met at 5:00 p.m., Tuesday, August 1, 2017. Present: Councilmembers Hopkins, Huckabay, Johnson, Laird, Morgan, Pacheco, Powell, Walsh and Mayor Humphrey.

At 5:00 p.m., it was moved by Councilmember Walsh, seconded by Councilmember Johnson, to move into executive session to discuss litigation. Motion passed.

At 5:45 p.m., it was moved by Councilmember Laird, seconded by Councilmember Hopkins, to adjourn the executive session. Motion passed.

Casper City Council met in pre-meeting from 5:47 p.m. to 6:00 p.m.

Casper City Council met in regular session at 6:03 p.m., Tuesday, August 1, 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 Morgan, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the July 18, 2017, regular Council meeting, as published in the Casper-Star Tribune on July 25, 2017. Motion passed.

Moved by Councilmember Pacheco, seconded by Councilmember Walsh, to, by minute action, approve payment of the August 1, 2017, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims  
 08/01/17

|                  |          |              |
|------------------|----------|--------------|
| 71Construction   | Projects | \$172,316.25 |
| A-1              | Services | \$110.00     |
| AAALandscaping   | Services | \$175.10     |
| AHiatt           | Reimb    | \$32.10      |
| AllansConcrete   | Services | \$1,500.00   |
| AllianceElec     | Services | \$1,173.45   |
| AllTrees         | Services | \$794.57     |
| AMBI             | Services | \$704.61     |
| ArrowheadHeating | Services | \$316.72     |
| AtlanticElectric | Services | \$4,470.25   |
| Balefill         | Services | \$47,349.05  |
| BankOfAmerica    | Goods    | \$168,181.16 |
| BHEnergy         | Services | \$15,849.13  |
| BigBrthsBigSstrs | Funding  | \$5,275.09   |

|                               |          |              |
|-------------------------------|----------|--------------|
| Brenntag                      | Goods    | \$42,246.72  |
| CAEDA                         | Funding  | \$105,070.25 |
| CarolinaSoftware              | Services | \$700.00     |
| Caselle                       | Services | \$75.00      |
| CasparBuildSystems            | Services | \$3,978.00   |
| CasperAlcovaIrrigationDist    | Services | \$61,687.97  |
| CasperPubSafetyComm           | Services | \$3,195.02   |
| CATC                          | Funding  | \$262,266.00 |
| CBaalthorn                    | Reimb    | \$52.50      |
| Centurylink                   | Services | \$2,179.95   |
| Ch2mHill                      | Services | \$10,892.11  |
| CIGNA                         | Services | \$11,462.99  |
| CityofCasper                  | Services | \$9,913.21   |
| CivilEngineeringProfessionals | Projects | \$19,996.50  |
| CJohnson                      | Refund   | \$53.97      |
| CNapier                       | Reimb    | \$2,209.36   |
| CollectionCenter              | Services | \$561.92     |
| CommTech                      | Goods    | \$154.50     |
| CommunityActionPartnership    | Funding  | \$61,391.52  |
| Comtronix                     | Services | \$312.00     |
| Conduent                      | Ins      | \$17,500.00  |
| CowdinCleaning                | Services | \$450.00     |
| CPSM                          | training | \$21,420.00  |
| CsprMuseumConsort             | Funds    | \$500.00     |
| DBarrett                      | Refund   | \$68.15      |
| Dell                          | Goods    | \$600.00     |
| DeltaDental                   | Services | \$3,080.40   |
| DooleyOil                     | Fuel     | \$25,377.10  |
| DowntownDevelopmentAuth       | Funding  | \$2,000.00   |
| DPCIndustries                 | Goods    | \$17,873.86  |
| DvdsnFxdMgmt                  | Services | \$3,604.74   |
| DXPEnt                        | Supp     | \$712.50     |
| EJOlson                       | Refund   | \$56.50      |
| EmaintEnt                     | Services | \$4,560.00   |
| FirstData                     | Services | \$2,575.27   |
| FirstInterstateBank           | Services | \$3,054.64   |
| FremontMtrCo                  | Services | \$19,568.00  |
| FullContactConcrete           | Services | \$15,552.11  |
| GEspinoza                     | Refund   | \$87.57      |
| GlobalSpect                   | Funding  | \$4,250.00   |
| GMarshInc                     | Services | \$20,043.68  |
| GolderAssociates              | Services | \$3,720.58   |
| GPCArchtcets                  | Services | \$4,130.07   |
| GWilliamsInvst                | Services | \$250.00     |
| HighPlainsConstruction        | Goods    | \$676.08     |
| Homax                         | Goods    | \$3,396.81   |

|                         |          |              |
|-------------------------|----------|--------------|
| HVogelsang              | Supplies | \$10,150.00  |
| InbergMillerEngineers   | Services | \$601.50     |
| InternalRevenueService  | Tax      | \$2,191.83   |
| ISC                     | Supplies | \$39,668.44  |
| ITCElec                 | Services | \$2,393.40   |
| JFarrell                | Reimb    | \$75.00      |
| JLevin                  | Reimb    | \$416.69     |
| JTLGroup                | Services | \$14,926.63  |
| KgwcTv                  | Services | \$180.00     |
| Kone                    | Services | \$2,741.40   |
| KTWO-TV                 | Services | \$800.00     |
| KubwaterResources       | Goods    | \$4,839.01   |
| LdrshpTrnng             | training | \$25.00      |
| Leonbro                 | Services | \$2,475.50   |
| LMedoff, PH.D           | Services | \$500.00     |
| LnclnNtlLife            | Services | \$276.96     |
| LongBuildingTech        | Services | \$524.62     |
| MBarber                 | Refund   | \$50.42      |
| MCCI                    | Services | \$112.50     |
| McMurryReadyMix         | Goods    | \$177.75     |
| MMorlas                 | Refund   | \$39.05      |
| MMosteller              | Reimb    | \$100.00     |
| MunicipalCodeCorp       | Goods    | \$387.07     |
| NationalBenefitServices | Services | \$829.30     |
| NatlLeagueCities        | Dues     | \$4,467.00   |
| NBrattis                | Refund   | \$15.20      |
| NC Clerk                | Services | \$42.00      |
| NC Library              | Funding  | \$54,480.50  |
| NicolaysenMuseum        | Funding  | \$46,936.62  |
| NKaiser                 | Reimb    | \$43.33      |
| NPerez                  | Refund   | \$35.02      |
| OfficeStateLands        | Services | \$3,434.22   |
| OlsonAutobody           | Services | \$3,564.37   |
| OneCallofWy             | Services | \$1,117.50   |
| Ovivo                   | Supplies | \$13,750.00  |
| PepperTank              | Goods    | \$452.00     |
| Pepsi                   | Goods    | \$648.20     |
| PopinShop               | Refund   | \$52.14      |
| PostalPros              | Services | \$9,205.60   |
| PvrtyRestncFoodPntry    | Funding  | \$760.00     |
| Raftelis                | Services | \$15,660.75  |
| RecycledMaterials       | Services | \$15,000.00  |
| RegionalWater           | Services | \$676,977.56 |
| RockyMtnPower           | Services | \$70,859.26  |
| RotaryClub              | Dues     | \$300.00     |
| S Szewczyk              | Reimb    | \$402.30     |

|                              |          |                |
|------------------------------|----------|----------------|
| SalemMinerals                | Supplies | \$284.57       |
| SalvationArmy                | Funding  | \$132,952.00   |
| SamParsonsUpholstery         | Services | \$175.00       |
| SCDacus                      | Refund   | \$209.29       |
| SchwartzBonWalkerStuder      | Services | \$3,542.00     |
| ShoshoneDistributing         | Goods    | \$448.00       |
| Smarsh                       | Services | \$1,807.00     |
| SShaw                        | Refund   | \$54.47        |
| StarLineFeeds                | Goods    | \$506.25       |
| StarTribune                  | Services | \$1,363.28     |
| StealthPartnerGroup          | Services | \$55,259.08    |
| Talbot-BHJIns                | Svc      | \$20,923.00    |
| Terracon                     | Goods    | \$9,194.40     |
| ThatcherCo                   | Goods    | \$7,803.91     |
| TrihydroCorp                 | Projects | \$5,559.25     |
| VFowler                      | Refund   | \$5.43         |
| Viewpoint                    | Services | \$2,160.00     |
| VisionServicePlan            | Services | \$1,524.06     |
| WardwellWater&Sewer          | Services | \$59.59        |
| WasteWaterTreatment          | Funding  | \$600.00       |
| WestPlainsEngineering        | Services | \$895.00       |
| WilldanLght                  | Services | \$2,698.83     |
| WilliamsPorterDay            | Services | \$330.00       |
| WorthingtonLenhart&Carpenter | Services | \$12,094.75    |
| WstrnStsFire                 | Supp     | \$307.00       |
| WThornton                    | Reimb    | \$30.39        |
| WyAssocMunicipalities        | Services | \$43,981.10    |
| WyAssocRiskManagement        | Services | \$5,000.00     |
| WyBusinessCoalition          | Services | \$4,810.00     |
| Wycomp                       | Services | \$1,143.20     |
| WyDeptEmployment             | Services | \$9,576.71     |
| WYDOT                        | Services | \$4,671.21     |
| WYFoxTv                      | Services | \$234.00       |
|                              |          | \$2,524,643.44 |

Mayor Humphrey opened the public hearing for the consideration of the vacation of a portion of the alley south of West Yellowstone Highway, between David Street and Ash Street.

City Attorney Luben entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated July 24, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated July 19, 2017. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving the vacation, the public hearing was closed.



Following ordinance read:

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.

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

The following resolutions were considered, by consent agenda:

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.

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.

RESOLUTION NO. 17-158  
A RESOLUTION AUTHORIZING A PROFESSIONAL  
SERVICES AGREEMENT FOR IMPOUND WRECKER AND  
TOWING SERVICES.

Councilmember Morgan presented the foregoing three (3) resolutions for adoption. Seconded by  
Councilmember Johnson. Motion passed.

Moved by Councilmember Walsh, seconded by Councilmember Johnson, to, by consent minute  
action:

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, in the estimated total amount of \$25,903, before the trade in  
allowance.
3. authorizing the purchase of ballistic vests and helmets, in the amount of \$90,400, from  
Warrior Kits Safety and Survival Gear.

Motion passed.

Individuals addressing the Council were: Amy Harner, 1877 Kit Carson and Pam Brown, 330 S.  
Socony, requesting police assistance.

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, August 8, 2017, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, August 15, 2017, in the Council Chambers.

At 6:30 p.m., it was moved Councilmember Johnson, seconded by Councilmember Laird, to adjourn into executive session to discuss personnel. Motion passed. Council moved into the Council meeting room.

Council returned to the Council Chambers. At 6:51 p.m., it was moved by Councilmember Hopkins, seconded by Councilmember Walsh, to adjourn the executive session and regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## 71 CONSTRUCTION, INC.

1724-1 RETAINAGE

(\$7,268.55)

**(\$7,268.55) Subtotal for Dept.** Capital Projects - Streets

13778HP 1/2" HOT MIX ASPHALT

\$675.54

13754HP 1/2" HOT MIX ASPHALT

\$1,046.52

1724-1 LANDMARK DR SURFACE RESTORATIO

\$100,022.25

**\$101,744.31 Subtotal for Dept.** Streets

**\$94,475.76 Subtotal for Vendor**

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

17-07-393 POSTAGE

\$1.14

**\$1.14 Subtotal for Dept.** Balefill

17-07-380 POSTAGE

\$22.48

**\$22.48 Subtotal for Dept.** City Attorney

17-07-384 POSTAGE

\$744.64

**\$744.64 Subtotal for Dept.** Finance

17-07-390 POSTAGE

\$201.02

**\$201.02 Subtotal for Dept.** Health Insurance

17-07-389 POSTAGE

\$113.91

**\$113.91 Subtotal for Dept.** Human Resources

17-07-391 POSTAGE

\$347.71

**\$347.71 Subtotal for Dept.** Police

17-07-392 POSTAGE

\$3.42

**\$3.42 Subtotal for Dept.** Property & Liability Insurance

17-07-381 POSTAGE

\$41.40

**\$41.40 Subtotal for Dept.** Refuse Collection

**\$1,475.72 Subtotal for Vendor**

## AAA LANDSCAPING

13533 WEED MOWING

\$2,541.15

**\$2,541.15 Subtotal for Dept.** Code Enforcement

**\$2,541.15 Subtotal for Vendor**

## ALBERTA GIRALDO

RIN0027934 COURT INTERPRETER

\$40.00

**\$40.00 Subtotal for Dept.** Municipal Court

**\$40.00 Subtotal for Vendor**

## ALL TREES, LLC

722 WEED MOWING

\$80.91

723 WEED MOWING

\$78.00

701 WEED MOWING

\$193.62

710 WEED MOWING

\$25.00

**\$377.53 Subtotal for Dept.** Code Enforcement

**\$377.53 Subtotal for Vendor**

## ALLAN'S CONCRETE

072993 PERGOLA IN ADAMS PARK

\$1,350.00

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## ALLAN'S CONCRETE

**\$1,350.00** Subtotal for Dept. Parks  
**\$1,350.00** Subtotal for Vendor

## ALLIANCE ELECTRIC LLC.

6952 REPLACE METHANE METERS  
6951 REPLACE EMERGENCY LIGHT

\$706.98  
\$145.75  
**\$852.73** Subtotal for Dept. Balefill  
**\$852.73** Subtotal for Vendor

## ALVARADO, CORTNI

0029166972 UTILITY REFUND

\$42.48  
**\$42.48** Subtotal for Dept. Water  
**\$42.48** Subtotal for Vendor

## AMERI-TECH EQUIPMENT CO.

17710 LIDS FOR 300-450 CONTAINERS

\$6,891.97  
**\$6,891.97** Subtotal for Dept. Refuse Collection  
**\$6,891.97** Subtotal for Vendor

## ARROWHEAD HEATING & AIR CONDITIONING

9537 FILTER MAINTENANCE

\$180.00  
**\$180.00** Subtotal for Dept. Balefill  
**\$180.00** Subtotal for Vendor

## ATLANTIC ELECTRIC, INC.

7062 LUMINAIRE SERVICES

\$5,994.00  
**\$5,994.00** Subtotal for Dept. Streets  
**\$5,994.00** Subtotal for Vendor

## BLACK HILLS ENERGY

AP000183080417 NATURAL GAS

\$1,864.29  
**\$1,864.29** Subtotal for Dept. Aquatics

AP000187080417 NATURAL GAS

\$15.00  
**\$15.00** Subtotal for Dept. Buildings & Structures

AP000226080417 NATURAL GAS

\$32.78  
**\$32.78** Subtotal for Dept. Cemetery

AP000190080417 NATURAL GAS

\$70.00

AP000185080417 NATURAL GAS

\$15.00

AP000227080417 NATURAL GAS

\$394.15  
**\$479.15** Subtotal for Dept. City Hall

AP000188080417 NATURAL GAS

\$27.95  
**\$27.95** Subtotal for Dept. Golf Course

AP000184080417 NATURAL GAS

\$158.37  
**\$158.37** Subtotal for Dept. Ice Arena

AP000191080417 NATURAL GAS

\$153.69  
**\$153.69** Subtotal for Dept. Recreation

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## BLACK HILLS ENERGY

**\$2,731.23** Subtotal for Vendor

## BOYS & GIRLS CLUBS OF CENTRAL WY

4298 ONE CENT FUNDING

\$18,321.25

**\$18,321.25** Subtotal for Dept. One Cent #15

**\$18,321.25** Subtotal for Vendor

## BREEN, SERANN

0029166974 UTILITY REFUND

\$52.63

**\$52.63** Subtotal for Dept. Water

**\$52.63** Subtotal for Vendor

## BRENNTAG PACIFIC, INC.

BPI751884 CHEMICAL

\$12,935.47

BPI751886 CHEMICAL

\$14,337.27

BPI751887 CHEMICAL

\$14,546.54

BPI751885 CHEMICAL

\$13,330.08

BPI751888 CHEMICAL

\$13,261.40

**\$68,410.76** Subtotal for Dept. Water Treatment Plant

**\$68,410.76** Subtotal for Vendor

## CARUS CORPORATION

SLS 10060251 CHEMICAL

\$7,560.00

**\$7,560.00** Subtotal for Dept. Water Treatment Plant

**\$7,560.00** Subtotal for Vendor

## CASELLE, INC.

82358 MAINTENANCE SUPPORT

\$75.00

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

**\$75.00** Subtotal for Vendor

## CASPAR BUILDING SYSTEMS, INC.

RIN0027928 RETAINAGE

\$172,748.90

**\$172,748.90** Subtotal for Dept. Capital Projects - Engineering

**\$172,748.90** Subtotal for Vendor

## CASPER HOUSING AUTHORITY

245 ONE CENT FUNDING

\$18,972.52

238 ONE CENT FUNDING

\$21,880.44

**\$40,852.96** Subtotal for Dept. One Cent #15

**\$40,852.96** Subtotal for Vendor

## CASPER MOUNTAIN BIATHLON CLUB

RIN0027889 BIATHLON TIMING

\$3,833.09

**\$3,833.09** Subtotal for Dept. Social Community Services

**\$3,833.09** Subtotal for Vendor

## CASPER POLICE DEPARTMENT

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## CASPER POLICE DEPARTMENT

RIN0027946 COMPLIANCE FUND REIMBURSEMENT

\$36.91

**\$36.91** Subtotal for Dept. Police

**\$36.91** Subtotal for Vendor

## CASPER PUBLIC UTILITIES

RIN0027945 SEWER

\$21.65

RIN0027945 SANITATION

\$106.50

**\$128.15** Subtotal for Dept. Water Treatment Plant

**\$128.15** Subtotal for Vendor

## CENTRAL WY. REGIONAL WATER

154188 WHOLESALE WATER

\$1,087,069.85

154202 SYSTEM INVESTMENT FEES

\$8,796.00

**\$1,095,865.85** Subtotal for Dept. Water

**\$1,095,865.85** Subtotal for Vendor

## CENTURYLINK

RIN0027931 PHONE USE

\$64.52

**\$64.52** Subtotal for Dept. Balefill

RIN0027941 PHONE USE

\$90.31

**\$90.31** Subtotal for Dept. City Attorney

RIN0027941 PHONE USE

\$69.00

**\$69.00** Subtotal for Dept. City Hall

RIN0027941 PHONE USE

\$90.31

**\$90.31** Subtotal for Dept. City Manager

RIN0027965 PHONE USE

\$64.90

**\$64.90** Subtotal for Dept. Code Enforcement

RIN0027930 PHONE USE

\$45.36

RIN0027930 PHONE USE

\$42.52

RIN0027930 PHONE USE

\$9,241.24

RIN0027930 PHONE USE

\$221.61

RIN0027941 PHONE USE

\$623.96

RIN0027941 PHONE USE

\$46.76

RIN0027930 PHONE USE

\$58.12

RIN0027927 PHONE USE

\$26.96

RIN0027941 PHONE USE

\$135.62

RIN0027927 PHONE USE

\$124.18

RIN0027930 PHONE USE

\$42.52

RIN0027930 PHONE USE

\$58.12

RIN0027930 PHONE USE

\$144.14

RIN0027930 PHONE USE

\$42.52

RIN0027927 PHONE USE

\$34.32

RIN0027930 PHONE USE

\$45.36

RIN0027927 PHONE USE

\$57.19

RIN0027930 PHONE USE

\$986.97

**\$11,977.47** Subtotal for Dept. Communications Center

AP000057072217 PHONE USE

\$71.00

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## CENTURYLINK

|                |           |                    |                           |                   |
|----------------|-----------|--------------------|---------------------------|-------------------|
| AP000143063017 | PHONE USE | \$825.90           |                           |                   |
| RIN0027941     | PHONE USE | \$85.51            |                           |                   |
| AP000132072217 | PHONE USE | \$1,963.67         |                           |                   |
|                |           | <b>\$2,946.08</b>  | <b>Subtotal for Dept.</b> | Finance           |
| RIN0027941     | PHONE USE | \$91.14            |                           |                   |
| RIN0027927     | PHONE USE | \$26.96            |                           |                   |
| RIN0027930     | PHONE USE | \$45.36            |                           |                   |
| RIN0027927     | PHONE USE | \$53.92            |                           |                   |
| RIN0027930     | PHONE USE | \$45.36            |                           |                   |
| RIN0027927     | PHONE USE | \$26.96            |                           |                   |
| RIN0027927     | PHONE USE | \$45.36            |                           |                   |
| RIN0027941     | PHONE USE | \$85.51            |                           |                   |
| RIN0027941     | PHONE USE | \$88.80            |                           |                   |
| RIN0027927     | PHONE USE | \$51.73            |                           |                   |
| RIN0027927     | PHONE USE | \$45.36            |                           |                   |
| RIN0027927     | PHONE USE | \$26.96            |                           |                   |
| RIN0027941     | PHONE USE | \$1,310.92         |                           |                   |
|                |           | <b>\$1,944.34</b>  | <b>Subtotal for Dept.</b> | Fire              |
| RIN0027941     | PHONE USE | \$125.66           |                           |                   |
| RIN0027941     | PHONE USE | \$90.31            |                           |                   |
| RIN0027941     | PHONE USE | \$76.92            |                           |                   |
|                |           | <b>\$292.89</b>    | <b>Subtotal for Dept.</b> | Fleet Maintenance |
| RIN0027941     | PHONE USE | \$90.31            |                           |                   |
|                |           | <b>\$90.31</b>     | <b>Subtotal for Dept.</b> | Ice Arena         |
| RIN0027941     | PHONE USE | \$165.82           |                           |                   |
|                |           | <b>\$165.82</b>    | <b>Subtotal for Dept.</b> | Metro Animal      |
| RIN0027930     | PHONE USE | \$45.36            |                           |                   |
|                |           | <b>\$45.36</b>     | <b>Subtotal for Dept.</b> | Parking           |
| RIN0027941     | PHONE USE | \$243.26           |                           |                   |
|                |           | <b>\$243.26</b>    | <b>Subtotal for Dept.</b> | Parks             |
| RIN0027927     | PHONE USE | \$16.22            |                           |                   |
| RIN0027927     | PHONE USE | \$27.71            |                           |                   |
| RIN0027941     | PHONE USE | \$14,173.54        |                           |                   |
| RIN0027927     | PHONE USE | \$26.96            |                           |                   |
| RIN0027927     | PHONE USE | \$11.51            |                           |                   |
| RIN0027941     | PHONE USE | \$85.51            |                           |                   |
| RIN0027941     | PHONE USE | \$163.48           |                           |                   |
| RIN0027930     | PHONE USE | \$43.94            |                           |                   |
| RIN0027951     | PHONE USE | \$89.11            |                           |                   |
| RIN0027927     | PHONE USE | \$45.36            |                           |                   |
| RIN0027941     | PHONE USE | \$383.18           |                           |                   |
|                |           | <b>\$15,066.52</b> | <b>Subtotal for Dept.</b> | Police            |
| RIN0027941     | PHONE USE | \$85.51            |                           |                   |
| RIN0027941     | PHONE USE | \$246.40           |                           |                   |
| RIN0027941     | PHONE USE | \$76.92            |                           |                   |
| RIN0027941     | PHONE USE | \$85.51            |                           |                   |
| RIN0027941     | PHONE USE | \$86.80            |                           |                   |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## CENTURYLINK

|                      |                    |                            |             |
|----------------------|--------------------|----------------------------|-------------|
|                      | <b>\$581.14</b>    | <b>Subtotal for Dept.</b>  | Recreation  |
| RIN0027941 PHONE USE | \$201.78           |                            |             |
| RIN0027927 PHONE USE | \$32.00            |                            |             |
| RIN0027927 PHONE USE | \$32.00            |                            |             |
| RIN0027927 PHONE USE | \$45.36            |                            |             |
|                      | <b>\$311.14</b>    | <b>Subtotal for Dept.</b>  | Streets     |
| RIN0027941 PHONE USE | \$76.44            |                            |             |
| RIN0027941 PHONE USE | \$173.14           |                            |             |
| RIN0027941 PHONE USE | \$3,583.96         |                            |             |
| RIN0027927 PHONE USE | \$38.22            |                            |             |
|                      | <b>\$3,871.76</b>  | <b>Subtotal for Dept.</b>  | Waste Water |
| RIN0027965 PHONE USE | \$194.70           |                            |             |
| RIN0027941 PHONE USE | \$107.80           |                            |             |
| RIN0027941 PHONE USE | \$76.92            |                            |             |
|                      | <b>\$379.42</b>    | <b>Subtotal for Dept.</b>  | Water       |
|                      | <b>\$38,294.55</b> | <b>Subtotal for Vendor</b> |             |

## CH DIAGNOSTIC & CONSULTING SVC., INC.

|                          |                 |                            |                       |
|--------------------------|-----------------|----------------------------|-----------------------|
| 20170626 COMPLIANCE TEST | \$855.00        |                            |                       |
|                          | <b>\$855.00</b> | <b>Subtotal for Dept.</b>  | Water Treatment Plant |
|                          | <b>\$855.00</b> | <b>Subtotal for Vendor</b> |                       |

## CITY OF CASPER - BALEFILL

|                            |                     |                            |                   |
|----------------------------|---------------------|----------------------------|-------------------|
| 247/154125-129 SANITATION  | \$399.00            |                            |                   |
|                            | <b>\$399.00</b>     | <b>Subtotal for Dept.</b>  | Parks             |
| 2772/153849-859 SANITATION | \$5,835.95          |                            |                   |
| 2772/154309 SANITATION     | \$5,905.98          |                            |                   |
| 2772/154081 SANITATION     | \$6,006.09          |                            |                   |
| 2772/154339 SANITATION     | \$6,483.61          |                            |                   |
| 2772/154047 SANITATION     | \$5,529.08          |                            |                   |
| 2772/154116 SANITATION     | \$6,506.28          |                            |                   |
| 2772/154275 SANITATION     | \$5,419.57          |                            |                   |
| 2772/153995 SANITATION     | \$6,100.13          |                            |                   |
| 2772/153900 SANITATION     | \$6,222.29          |                            |                   |
| 2772/154179 SANITATION     | \$6,193.19          |                            |                   |
| 2772/154021 SANITATION     | \$5,526.69          |                            |                   |
| 2772/154195-233 SANITATION | \$51,462.87         |                            |                   |
|                            | <b>\$117,191.73</b> | <b>Subtotal for Dept.</b>  | Refuse Collection |
| 1276/153846 SANITATION     | \$95.41             |                            |                   |
| 1276/153992 SANITATION     | \$121.73            |                            |                   |
| 1276/154114 SANITATION     | \$622.44            |                            |                   |
| 1276/154079 SANITATION     | \$106.69            |                            |                   |
| 1276/154176 SANITATION     | \$129.72            |                            |                   |
|                            | <b>\$1,075.99</b>   | <b>Subtotal for Dept.</b>  | Waste Water       |
|                            | <b>\$118,666.72</b> | <b>Subtotal for Vendor</b> |                   |

## CIVIL ENGINEERING PROFESSIONALS, INC.



# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## CIVIL ENGINEERING PROFESSIONALS, INC.

|  |                    |                     |         |
|--|--------------------|---------------------|---------|
| 17-006-04 MCKINLEY ST UNDERPASS STORM  | \$7,147.75         |                     |         |
|  | <b>\$7,147.75</b>  | Subtotal for Dept.  | Streets |
| 14-066-29 EAST CASPER ZONE III PROJECT | \$10,023.73        |                     |         |
| 14-066-29 EAST CASPER ZONE III PROJECT | \$4,937.06         |                     |         |
|  | <b>\$14,960.79</b> | Subtotal for Dept.  | Water   |
|  | <b>\$22,108.54</b> | Subtotal for Vendor |         |

## COMMUNICATION TECHNOLOGIES, INC.

|                                      |                   |                     |                  |
|--------------------------------------|-------------------|---------------------|------------------|
| 75701 APX PROGRAMMING                | \$309.00          |                     |                  |
|                                      | <b>\$309.00</b>   | Subtotal for Dept.  | Fire             |
| 75793 REPAIRS TO SPOTLIGHT           | \$269.50          |                     |                  |
| 77552 REPAIR PARTS FOR FLEET         | \$282.00          |                     |                  |
| 77563 MOTORCYCLE REPAIR              | \$360.50          |                     |                  |
| 75709 PALM MIC                       | \$75.00           |                     |                  |
| 75776 REPAIR GUN LOCKS/USB HUB       | \$206.00          |                     |                  |
| 75706 UPGRADE PORTABLE RADIOS        | \$515.00          |                     |                  |
| 77697 RADIO REPAIR                   | \$467.15          |                     |                  |
| 75778 COBAN REPAIR                   | \$51.50           |                     |                  |
| 75781 REPLACE BATTERY                | \$51.50           |                     |                  |
|                                      | <b>\$2,278.15</b> | Subtotal for Dept.  | Police           |
| 75779 COBAN UPGRADE AND INSTALLATION | \$206.00          |                     |                  |
| 75760 INSTALL USB                    | \$103.00          |                     |                  |
| 77571 DUAL BAND APX ANTENNAS         | \$225.00          |                     |                  |
| 75767 REMOVE EQUIPMENT               | \$515.00          |                     |                  |
|                                      | <b>\$1,049.00</b> | Subtotal for Dept.  | Police Equipment |
|                                      | <b>\$3,636.15</b> | Subtotal for Vendor |                  |

## COWDIN CLEANING

|                          |                 |                     |                        |
|--------------------------|-----------------|---------------------|------------------------|
| 201230 CLEANING SERVICES | \$612.00        |                     |                        |
|                          | <b>\$612.00</b> | Subtotal for Dept.  | Buildings & Structures |
|                          | <b>\$612.00</b> | Subtotal for Vendor |                        |

## CRIME SCENE INFORMATION

|                                |                |                     |        |
|--------------------------------|----------------|---------------------|--------|
| 157-12-065 CRIME STOPPERS LINE | \$86.25        |                     |        |
|                                | <b>\$86.25</b> | Subtotal for Dept.  | Police |
|                                | <b>\$86.25</b> | Subtotal for Vendor |        |

## DAVE LODEN CONSTRUCTION

|                                   |                      |                    |                                |
|-----------------------------------|----------------------|--------------------|--------------------------------|
| RIN0027932 RETAINAGE              | (\$10,474.50)        |                    |                                |
|                                   | <b>(\$10,474.50)</b> | Subtotal for Dept. | Capital Projects - Engineering |
| RIN0027932 2017 ROOF REPLACEMENTS | \$9,564.02           |                    |                                |
| RIN0027932 2017 ROOF REPLACEMENTS | \$121,358.45         |                    |                                |
|                                   | <b>\$130,922.47</b>  | Subtotal for Dept. | Casper Recreation Center       |
| RIN0027932 FY17 ROOF REPLACEMENTS | \$15,822.50          |                    |                                |
|                                   | <b>\$15,822.50</b>   | Subtotal for Dept. | Fire Equipment                 |
| RIN0027932 2017 ROOF REPLACEMENTS | \$113,000.00         |                    |                                |
|                                   | <b>\$113,000.00</b>  | Subtotal for Dept. | Perpetual Care                 |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## DAVE LODEN CONSTRUCTION

**\$249,270.47** Subtotal for Vendor

### DELL MARKETING LP

10181308117 ACROBAT PRO

\$397.23

**\$397.23** Subtotal for Dept. Fire

10173434555 OFFICE PRO PLUS

\$345.47

10178392830 ACROBAT PRO

\$397.23

**\$742.70** Subtotal for Dept. Police

**\$1,139.93** Subtotal for Vendor

### DELTA DENTAL PLAN OF WY.

RIN0027961 DENTAL INSURANCE

\$22,596.10

**\$22,596.10** Subtotal for Dept. Health Insurance

**\$22,596.10** Subtotal for Vendor

### DK BIGLOW LLC

1900 FY18 PARK IMPROVEMENTS

\$3,250.00

**\$3,250.00** Subtotal for Dept. Parks

**\$3,250.00** Subtotal for Vendor

### DOUBLE D WELDING & FABRICATION INC.

4275 FABRICATE PIPE LOOP

\$8,105.00

**\$8,105.00** Subtotal for Dept. Balefill

**\$8,105.00** Subtotal for Vendor

### DOUBLE J'S MOW N SNOW

446126 WEED MOWING

\$182.00

**\$182.00** Subtotal for Dept. Code Enforcement

**\$182.00** Subtotal for Vendor

### DPC INDUSTRIES, INC.

727000216-17 CHEMICAL

\$5,946.60

**\$5,946.60** Subtotal for Dept. Water Treatment Plant

**\$5,946.60** Subtotal for Vendor

### ENGINEERING DESIGN ASSOCIATES

09941 FIRE SUPPRESSION SYSTEM

\$750.00

**\$750.00** Subtotal for Dept. CDBG

**\$750.00** Subtotal for Vendor

### ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

5066 LIFT STATION UPGRADES

\$3,151.80

5041 LIFT STATION UPGRADES

\$1,075.00

**\$4,226.80** Subtotal for Dept. Refuse Collection

5046 CENTER AND 9TH ST IMPROVEMENTS

\$5,392.50

**\$5,392.50** Subtotal for Dept. Streets

**\$9,619.30** Subtotal for Vendor

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## ERIKA BOSTON

RIN0027968 ADVENTURE CAMP REFUND

\$750.19  
**\$750.19** Subtotal for Dept. Recreation  
**\$750.19** Subtotal for Vendor

## FALCON PUMP & SUPPLY

48959779 LENGTHEN MORAD #10  
48747769 CREDIT FROM 48613297 INVOICE

\$1,257.50  
(\$259.64)  
**\$997.86** Subtotal for Dept. Water Treatment Plant  
**\$997.86** Subtotal for Vendor

## FIRST CALL COMMUNICATIONS

24509 NETWORKCOMMUNICATIONS WORK

\$104.85  
**\$104.85** Subtotal for Dept. Hogadon  
**\$104.85** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI1259252 CREDIT CARD FEES

\$3,543.02  
**\$3,543.02** Subtotal for Dept. Balefill

REMI1259255 CREDIT CARD FEES

\$109.30  
**\$109.30** Subtotal for Dept. Code Enforcement

REMI1259256 CREDIT CARD FEES

\$4.21  
**\$4.21** Subtotal for Dept. Engineering

REMI1259247 CREDIT CARD FEES

\$154.82  
**\$154.82** Subtotal for Dept. Fort Caspar

REMI1259248 CREDIT CARD FEES

\$1,367.71  
**\$1,367.71** Subtotal for Dept. Golf Course

REMI1259249 CREDIT CARD FEES

\$12.06  
**\$12.06** Subtotal for Dept. Hogadon

REMI1259250 CREDIT CARD FEES

\$62.24  
**\$62.24** Subtotal for Dept. Metro Animal

REMI1259254 CREDIT CARD FEES

\$72.43  
**\$72.43** Subtotal for Dept. Police  
**\$5,325.79** Subtotal for Vendor

## GAMETIME

RIN0027962 RETAINAGE

\$6,989.65  
**\$6,989.65** Subtotal for Dept. Capital Projects - Engineering  
**\$6,989.65** Subtotal for Vendor

## GARY MARSH, INC.

382 COMMISSION FEES

\$24,748.65  
**\$24,748.65** Subtotal for Dept. Golf Course  
**\$24,748.65** Subtotal for Vendor

## GINA THOMAS

RIN0027955 UTILITY REFUND

\$896.69  
**\$896.69** Subtotal for Dept. Water

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## GINA THOMAS

**\$896.69** Subtotal for Vendor

## GLOBAL SPECTRUM L.P.

201718-001 FIXED MANAGEMENT FEE  
201718-001A FIXED MANAGEMENT FEE

\$11,006.66  
\$11,006.66

**\$22,013.32** Subtotal for Dept. Casper Events Center

201617ATM-09 ATM REIMBURSEMENT

\$26,160.00

**\$26,160.00** Subtotal for Dept. Casper Events Center

201718ATM-01 ATM REIMBURSEMENT

\$4,840.00

**\$4,840.00** Subtotal for Dept. Casper Events Center

**\$53,013.32** Subtotal for Vendor

## GOLDER ASSOCIATES

486085 AUTOMATED LEACHATE COLLECTION  
486084 GAS COLLECTION SYSTEM

\$9,419.86  
\$2,399.78

**\$11,819.64** Subtotal for Dept. Balefill

**\$11,819.64** Subtotal for Vendor

## GREG CHOCAS

RIN0027954 UTILITY REFUND

\$1,610.00

**\$1,610.00** Subtotal for Dept. Water

**\$1,610.00** Subtotal for Vendor

## GRENIER, BRITTANY

0029166978 UTILITY REFUND

\$25.04

**\$25.04** Subtotal for Dept. Water

**\$25.04** Subtotal for Vendor

## GRIZZLY EXCAVATING & CONST. LLC.

RIN0027948 15TH & ELM ST IMPROVEMENTS

\$5,603.54

**\$5,603.54** Subtotal for Dept. Sewer

RIN0027948 15TH & ELM ST IMPROVEMENTS

\$158,767.01

**\$158,767.01** Subtotal for Dept. Streets

RIN0027948 15TH & ELM ST IMPROVEMENTS

\$22,414.17

**\$22,414.17** Subtotal for Dept. Water

**\$186,784.72** Subtotal for Vendor

## GSG ARCHITECTURE

17168 FIRE STATION NO. 6

\$11,025.00

**\$11,025.00** Subtotal for Dept. Fire

**\$11,025.00** Subtotal for Vendor

## HACH CO., CORP.

10538620 LAB SUPPLIES

\$1,083.92

**\$1,083.92** Subtotal for Dept. Water Treatment Plant

**\$1,083.92** Subtotal for Vendor

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## HEDQUIST CONSTRUCTION, INC.

RIN0027949 BROOKVIEW DR SANITARY SEWER

\$47,367.60  
**\$47,367.60** Subtotal for Dept. Sewer  
**\$47,367.60** Subtotal for Vendor

## HILSTON APPRAISALS

D2017-143 PROPERTY APPRAISALS

\$3,500.00  
**\$3,500.00** Subtotal for Dept. Special Revenue  
**\$3,500.00** Subtotal for Vendor

## HITEK COMMUNICATIONS

1953 MOVE CAMERA

\$350.00  
**\$350.00** Subtotal for Dept. Police  
**\$350.00** Subtotal for Vendor

## HOMAX OIL SALES, INC.

0375418-IN FUEL

\$10,474.23  
**\$10,474.23** Subtotal for Dept. Balefill

0375311-IN DIESEL FUEL

\$262.43

0375310-IN FUEL

\$15,054.96

0375311-IN DIESEL FUEL

\$15,502.32

0375351-IN LUBE DYNALIFE HT #2

\$792.00

0373472-IN LUBRICANTS

\$1,107.80

**\$32,719.51** Subtotal for Dept. Fleet Maintenance

CL81597 FUEL

\$3,790.64

**\$3,790.64** Subtotal for Dept. Water

**\$46,984.38** Subtotal for Vendor

## ISC, INC/VENTURE TECHNOLOGIES

SIN020451 PHONE REPAIRS

\$315.67  
**\$315.67** Subtotal for Dept. Fire  
**\$315.67** Subtotal for Vendor

## ITC ELECTRICAL TECHNOLOGIES

22153 INTALLATION

\$735.30  
**\$735.30** Subtotal for Dept. Waste Water

22137 TROUBLESHOOT PUMP #2

\$278.10

**\$278.10** Subtotal for Dept. Water Treatment Plant

**\$1,013.40** Subtotal for Vendor

## JO ANN HUMPHREY

RIN0027964 EASEMENT

\$4,583.48  
**\$4,583.48** Subtotal for Dept. Water  
**\$4,583.48** Subtotal for Vendor

## KGWC-TV

18326 ADVERTISING

\$200.00  
**\$200.00** Subtotal for Dept. Golf Course

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## KGWC-TV

**\$200.00** Subtotal for Vendor

## KNIFE RIVER/JTL

|                             |                    |                            |
|-----------------------------|--------------------|----------------------------|
| 152709 CONCRETE             | \$457.71           |                            |
| 153577 1/2" HOT MIX ASPHALT | \$8,336.52         |                            |
| 153222 CONCRETE             | \$401.48           |                            |
| 153336 1/2" HOT MIX ASPHALT | \$12,873.60        |                            |
|                             | <b>\$22,069.31</b> | Subtotal for Dept. Streets |
|                             | <b>\$22,069.31</b> | Subtotal for Vendor        |

## LONG BUILDING TECHNOLOGIES

|   |                   |  |
|---|-------------------|--|
| SCPAY0038081 HVAC MAINTENANCE           | \$3,662.25        |  |
| SRVCE0084458 REPAIR SUMP PUMP 2ND FLOOR | \$280.25          |  |
|   | <b>\$3,942.50</b> | Subtotal for Dept. Water Treatment Plant |
|   | <b>\$3,942.50</b> | Subtotal for Vendor                      |

## MARY WOOLNER

|                                  |                 |                               |
|----------------------------------|-----------------|-------------------------------|
| RIN0027967 ADVENTURE CAMP REFUND | \$544.13        |                               |
|                                  | <b>\$544.13</b> | Subtotal for Dept. Recreation |
|                                  | <b>\$544.13</b> | Subtotal for Vendor           |

## MCMURRY READY MIX CO.

|                    |                   |                            |
|--------------------|-------------------|----------------------------|
| 225351 ULTRA FIBER | \$1,125.75        |                            |
| 225353 ULTRA FIBER | \$177.75          |                            |
| 225352 ULTRA FIBER | \$355.50          |                            |
|                    | <b>\$1,659.00</b> | Subtotal for Dept. Streets |
| 225305 CONCRETE    | \$108.50          |                            |
| 225304 CONCRETE    | \$108.50          |                            |
|                    | <b>\$217.00</b>   | Subtotal for Dept. Water   |
|                    | <b>\$1,876.00</b> | Subtotal for Vendor        |

## MICHAEL WERGIN

|                     |                   |                          |
|---------------------|-------------------|--------------------------|
| RIN0027963 EASEMENT | \$4,583.48        |                          |
|                     | <b>\$4,583.48</b> | Subtotal for Dept. Water |
|                     | <b>\$4,583.48</b> | Subtotal for Vendor      |

## MIDWEST MACHINERY DENVER

|                                    |                    |                                   |
|------------------------------------|--------------------|-----------------------------------|
| J000494-IN DEHUMIDIFIERS ICE ARENA | \$14,877.00        |                                   |
|                                    | <b>\$14,877.00</b> | Subtotal for Dept. Perpetual Care |
|                                    | <b>\$14,877.00</b> | Subtotal for Vendor               |

## MILLS POLICE DEPT.

|                          |                   |                                  |
|--------------------------|-------------------|----------------------------------|
| RIN0027940 SEIZURE FUNDS | \$1,386.67        |                                  |
|                          | <b>\$1,386.67</b> | Subtotal for Dept. Police Grants |
|                          | <b>\$1,386.67</b> | Subtotal for Vendor              |

## NATL. HISTORIC TRAILS FOUNDATION

|                       |             |  |
|-----------------------|-------------|--|
| P-95 ONE CENT FUNDING | \$11,358.00 |  |
|-----------------------|-------------|--|

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## NATL. HISTORIC TRAILS FOUNDATION

**\$11,358.00** Subtotal for Dept. One Cent #15

**\$11,358.00** Subtotal for Vendor

## NATRONA COUNTY - HALL OF JUSTICE EXPENSES

RIN0027942 BUILDING RENT

\$12,126.04

**\$12,126.04** Subtotal for Dept. Municipal Court

FEBRUARY 2017 BUILDING RENT

\$19,862.76

MARCH 2017 BUILDING RENT

\$10,720.11

APRIL 2017 BUILDING RENT

\$10,779.98

JANUARY 2017 BUILDING RENT

\$8,924.32

JUNE 2017 BUILDING RENT

\$8,943.11

MAY 2017 BUILDING RENT

\$15,258.32

**\$74,488.60** Subtotal for Dept. Police

**\$86,614.64** Subtotal for Vendor

## NATRONA COUNTY - SHERIFFS' OFFICE

2637 JUVENILE PRISONER CARE

\$7,500.00

2594 ADULT PRISONER CARE

\$106,924.32

2616 ADULT PRISONER CARE

\$94,943.14

**\$209,367.46** Subtotal for Dept. Police

RIN0027939 SEIZURE FUNDS

\$1,386.67

**\$1,386.67** Subtotal for Dept. Police Grants

**\$210,754.13** Subtotal for Vendor

## NATRONA COUNTY HEALTH DEPT.

DOGD201800677 INSPECTION

\$75.00

DOGD201800676 INSPECTION

\$75.00

DOGD201800679 INSPECTION

\$75.00

DOGD201800647 INSPECTION

\$35.00

DOGD201800693 INSPECTION

\$75.00

DOGD201800703 INSPECTION

\$75.00

DOGD201800618 INSPECTION

\$35.00

DOGD201800700 INSPECTION

\$75.00

**\$520.00** Subtotal for Dept. Aquatics

**\$520.00** Subtotal for Vendor

## NATRONA COUNTY WEED & PEST CONTROL DISTRICT

4934V PRAIRIE DOG CONTROL

\$29.95

**\$29.95** Subtotal for Dept. Balefill

**\$29.95** Subtotal for Vendor

## NEVE'S UNIFORMS, INC.

NE56634 UNIFORMS

\$129.90

NE56329 UNIFORMS

\$95.90

LN-355143 UNIFORMS

\$157.80

NE56427 UNIFORMS

\$64.95

NE56455 UNIFORMS

\$125.95

LN-355173 UNIFORMS

\$83.95

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## NEVE'S UNIFORMS, INC.

|                    |                            |               |
|--------------------|----------------------------|---------------|
| NE56378 UNIFORMS   | \$95.98                    |               |
| LN-356036 UNIFORMS | \$875.00                   |               |
| NE56447 UNIFORMS   | \$64.95                    |               |
| NE56519 UNIFORMS   | \$129.90                   |               |
| <b>\$1,824.28</b>  | <b>Subtotal for Dept.</b>  | <b>Police</b> |
| <b>\$1,824.28</b>  | <b>Subtotal for Vendor</b> |               |

## PARKER, STEVEN

|                           |                            |              |
|---------------------------|----------------------------|--------------|
| 0029166975 UTILITY REFUND | \$25.33                    |              |
| <b>\$25.33</b>            | <b>Subtotal for Dept.</b>  | <b>Water</b> |
| <b>\$25.33</b>            | <b>Subtotal for Vendor</b> |              |

## P-CARD VENDORS

|                                |                           |                 |
|--------------------------------|---------------------------|-----------------|
| 00061675 MENARDS               | \$13.98                   |                 |
| 00062027 BARGREEN WYOMING      | \$79.80                   |                 |
| 00060907 IN THE SWIM-CATALOG   | \$4,912.45                |                 |
| 00062049 CENTURYLINK/SPEEDPAY  | \$230.54                  |                 |
| 00061315 SAMS CLUB             | \$199.86                  |                 |
| 00061992 CENTURYLINK/SPEEDPAY  | \$8.95                    |                 |
| 00061768 SAMS CLUB             | \$201.10                  |                 |
| 00061992 CENTURYLINK/SPEEDPAY  | \$230.62                  |                 |
| 00061343 SAMS CLUB             | \$79.38                   |                 |
| 00061315 SAMS CLUB             | \$118.64                  |                 |
| 00062008 VERIZON               | \$160.41                  |                 |
| 00061421 SAMS CLUB             | \$351.68                  |                 |
| 00061724 SAMS CLUB             | \$47.44                   |                 |
| 00061514 AMERICAN RED CROSS    | \$35.00                   |                 |
| 00061576 HAWKINS               | \$1,002.54                |                 |
| 00061522 LIFEGUARD STORE       | \$146.50                  |                 |
| 00061814 SAMS CLUB             | \$35.90                   |                 |
| 00061814 SAMS CLUB             | \$44.98                   |                 |
| 00061629 BARGREEN WYOMING      | \$32.30                   |                 |
| 00061522 LIFEGUARD STORE       | \$63.50                   |                 |
| 00061739 AMAZON                | \$81.06                   |                 |
| 00061593 HAWKINS               | \$77.06                   |                 |
| 00061530 SAMS CLUB             | \$114.52                  |                 |
| 00061889 BAILEYS ACE HARDWARE  | \$46.27                   |                 |
| 00061986 CENTURYLINK/SPEEDPAY  | \$229.02                  |                 |
| 00061978 CENTURYLINK/SPEEDPAY  | \$230.44                  |                 |
| 00061586 ARCHITECTURAL GLAZING | \$85.00                   |                 |
| 00061910 NORCO                 | \$249.19                  |                 |
| <b>\$9,108.13</b>              | <b>Subtotal for Dept.</b> | <b>Aquatics</b> |
| 00061469 BEARING BELT CHAIN    | \$113.66                  |                 |
| 00061462 MENARDS               | \$89.67                   |                 |
| 00061462 MENARDS               | \$94.69                   |                 |
| 00061457 STAPLES               | \$179.99                  |                 |
| 00061669 CASPER STAR TRIBUNE   | \$194.20                  |                 |
| 00061770 GREAT PLAINS CLEANING | \$407.60                  |                 |



# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|          |                               |            |
|----------|-------------------------------|------------|
| 00061699 | CONSOLIDATED ELECTRICAL       | \$29.47    |
| 00061449 | SOLID WASTE ASSOCIATION       | \$212.00   |
| 00061440 | AIRGAS CENTRAL                | \$83.86    |
| 00061776 | GREAT PLAINS CLEANING         | \$1,355.22 |
| 00061457 | STAPLES                       | \$229.98   |
| 00061595 | BAILEYS ACE HARDWARE          | \$6.36     |
| 00061534 | BOBCAT OF CASPER              | \$109.75   |
| 00061553 | CASPER SAFETY                 | \$632.50   |
| 00061527 | WYOMING STEEL AND RECYCLING   | \$54.61    |
| 00061554 | AIRGAS CENTRAL                | \$284.26   |
| 00061556 | AIRGAS CENTRAL                | \$24.98    |
| 00061568 | RODOLPH BROTHERS              | \$191.25   |
| 00061607 | SAMS CLUB                     | \$24.44    |
| 00061511 | BOBCAT OF CASPER              | \$131.67   |
| 00061654 | MOUNTAIN STATES LITHOGRAPHING | \$896.15   |
| 00061501 | RESPOND FIRST AID             | \$109.21   |
| 00061501 | RESPOND FIRST AID             | \$28.95    |
| 00061403 | WYOMING STEEL AND RECYCLING   | \$30.10    |
| 00061495 | UNITED STATES POSTAL SERVICE  | \$6.59     |
| 00061702 | MENARDS                       | (\$34.99)  |
| 00061767 | MENARDS                       | \$38.42    |
| 00061517 | FOREMANS QUALITY MACHINE      | \$121.67   |
| 00061324 | VAC SHACK                     | \$5.99     |
| 00061706 | SAMS CLUB                     | \$19.98    |
| 00061944 | ALSCO                         | \$440.09   |
| 00061713 | DECKER AUTO GLASS             | \$128.30   |
| 00061547 | WEAR PARTS                    | \$66.33    |
| 00060975 | MAGIC CITY STOVES             | \$105.95   |
| 00061746 | CASPER TIRE                   | \$20.80    |
| 00061698 | BRAKE SUPPLY COMPANY          | \$8,160.69 |
| 00061033 | WYOMING DOOR                  | \$6,175.40 |
| 00061680 | SPORTSMANS WAREHOUSE          | \$289.77   |
| 00061831 | AIRGAS CENTRAL                | \$94.39    |
| 00061202 | FOREMANS QUALITY MACHINES     | \$3,652.40 |
| 00061302 | AIRGAS CENTRAL                | \$170.40   |
| 00061304 | AIRGAS CENTRAL                | \$139.00   |
| 00061778 | WEAR PARTS                    | \$193.21   |
| 00061373 | COCA COLA BOTTLING            | \$29.40    |
| 00061784 | AIRGAS CENTRAL                | \$32.88    |
| 00061432 | BEARING BELT CHAIN            | \$13.78    |
| 00061419 | MCCOY SALES CORPORATION       | \$4.83     |
| 00061418 | SAMS CLUB                     | \$199.97   |
| 00061706 | SAMS CLUB                     | \$124.81   |
| 00061792 | WALMART                       | \$9.22     |
| 00061384 | MURDOCH'S RANCH & HOME        | \$177.96   |
| 00061696 | MENARDS                       | \$49.99    |
| 00061360 | FEDEX                         | \$10.58    |
| 00061344 | AIRGAS CENTRAL                | \$191.70   |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|                                     |                    |                           |                                   |
|-------------------------------------|--------------------|---------------------------|-----------------------------------|
|                                     | <b>\$26,154.08</b> | <b>Subtotal for Dept.</b> | <b>Balefill</b>                   |
| 00061583 DENNIS SUPPLY COMPANY      | \$189.16           |                           |                                   |
| 00061578 WW GRAINGER                | \$57.36            |                           |                                   |
| 00061656 HERCULES INDUSTRIES        | \$151.77           |                           |                                   |
| 00061602 RMI WYOMING                | \$42.00            |                           |                                   |
| 00061663 CASPER CONTRACTORS SUPPLY  | \$23.92            |                           |                                   |
| 00061603 LONG BUILDING TECHNOLOGIES | \$295.00           |                           |                                   |
| 00061601 BLOEDORN LUMBER            | \$30.89            |                           |                                   |
| 00061604 CONSOLIDATED ELECTRICAL    | \$39.00            |                           |                                   |
| 00061688 CASPER WINNELSON           | \$28.72            |                           |                                   |
| 00061727 SHEET METAL SPECIALTIES    | \$184.69           |                           |                                   |
| 00061535 BAILEYS ACE HARDWARE       | \$11.98            |                           |                                   |
| 00061406 WW GRAINGER                | \$67.32            |                           |                                   |
| 00061446 KONE                       | (\$1,541.46)       |                           |                                   |
| 00061359 CASPER WINNELSON           | \$142.98           |                           |                                   |
| 00061349 HERCULES INDUSTRIES        | \$178.43           |                           |                                   |
| 00061331 HERCULES INDUSTRIES        | \$234.17           |                           |                                   |
| 00061326 MENARDS                    | \$50.92            |                           |                                   |
| 00061080 DIAMOND VOGEL PAINT        | \$42.99            |                           |                                   |
| 00061412 KONE                       | \$1,541.46         |                           |                                   |
| 00061546 ADVANCED HYDRAULIC         | \$20.72            |                           |                                   |
| 00061944 ALSCO                      | \$199.92           |                           |                                   |
| 00061543 CRESCENT ELECTRIC          | \$19.63            |                           |                                   |
| 00061858 SAMS CLUB                  | \$155.38           |                           |                                   |
| 00061851 BLOEDORN LUMBER            | \$15.96            |                           |                                   |
| 00061755 INTERMOUNTAIN MOTOR SALES  | \$289.91           |                           |                                   |
| 00061679 APPLIED INDUSTRIAL         | \$35.10            |                           |                                   |
| 00061825 BLOEDORN LUMBER            | \$38.68            |                           |                                   |
| 00061809 CASPER WINNELSON           | \$53.43            |                           |                                   |
| 00061775 CONSOLIDATED ELECTRICAL    | \$46.59            |                           |                                   |
| 00061773 INTERMOUNTAIN MOTOR        | \$100.00           |                           |                                   |
| 00061769 RMI WYOMING                | \$63.08            |                           |                                   |
| 00061381 SAMS CLUB                  | \$99.90            |                           |                                   |
| 00061480 BLOEDORN LUMBER            | \$38.46            |                           |                                   |
| 00061531 SHERWIN WILLIAMS           | \$200.78           |                           |                                   |
| 00061520 WOODWORKERS SUPPLY         | \$56.97            |                           |                                   |
| 00061519 CRUM ELECTRIC SUPPLY       | \$28.30            |                           |                                   |
| 00061506 CRUM ELECTRIC SUPPLY       | \$10.94            |                           |                                   |
| 00061389 ROTO ROOTER                | \$238.25           |                           |                                   |
| 00061485 BLOEDORN LUMBER            | \$21.58            |                           |                                   |
| 00061479 DENNIS SUPPLY COMPANY      | \$16.70            |                           |                                   |
| 00061458 ADVANCED HYDRAULIC         | \$22.96            |                           |                                   |
| 00061563 DENNIS SUPPLY COMPANY      | \$4.20             |                           |                                   |
|                                     | <b>\$3,548.74</b>  | <b>Subtotal for Dept.</b> | <b>Buildings &amp; Structures</b> |
| 00061597 CASPER STAR TRIBUNE        | \$372.26           |                           |                                   |
| 00061597 CASPER STAR TRIBUNE        | \$372.26           |                           |                                   |
|                                     | <b>\$744.52</b>    | <b>Subtotal for Dept.</b> | <b>C.A.T.C.</b>                   |
| 00061638 NORCO                      | \$33.64            |                           |                                   |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|          |                              |                   |                           |                       |
|----------|------------------------------|-------------------|---------------------------|-----------------------|
| 00061594 | CPS DISTRIBUTORS             | \$250.00          |                           |                       |
|          |                              | <b>\$283.64</b>   | <b>Subtotal for Dept.</b> | Cemetery              |
| 00061740 | THOMSON WEST                 | \$1,233.19        |                           |                       |
| 00061662 | ESTEVAN RESTAURANT           | \$19.45           |                           |                       |
| 00061585 | ATLAS OFFICE PRODUCTS        | \$27.89           |                           |                       |
| 00061752 | FEDEX                        | \$45.50           |                           |                       |
| 00061753 | GLOBAL INDUSTRIAL            | \$36.90           |                           |                       |
| 00061794 | LA FONDA HOTEL               | \$902.66          |                           |                       |
| 00061738 | THOMSON WEST                 | \$853.74          |                           |                       |
| 00061761 | BURRITO COMPANY              | \$11.69           |                           |                       |
| 00061777 | THOMSON WEST                 | \$99.23           |                           |                       |
|          |                              | <b>\$3,230.25</b> | <b>Subtotal for Dept.</b> | City Attorney         |
| 00061444 | CASPER AREA CHAMBER          | \$25.00           |                           |                       |
| 00061204 | CPU IIT                      | \$69.99           |                           |                       |
| 00061667 | CASPER STAR TRIBUNE          | \$104.45          |                           |                       |
| 00061667 | CASPER STAR TRIBUNE          | \$104.45          |                           |                       |
| 00061513 | XEROX CORPORATION            | \$47.31           |                           |                       |
| 00061045 | BEST BUY                     | \$63.00           |                           |                       |
| 00061626 | BEST BUY                     | (\$62.99)         |                           |                       |
|          |                              | <b>\$351.21</b>   | <b>Subtotal for Dept.</b> | City Manager          |
| 00061515 | VERIZON                      | \$160.04          |                           |                       |
| 00061528 | VERIZON                      | \$44.82           |                           |                       |
|          |                              | <b>\$204.86</b>   | <b>Subtotal for Dept.</b> | Code Enforcement      |
| 00061392 | MICHAELS FENCE & SUPPLY      | \$1,095.00        |                           |                       |
| 00061483 | WWW.RESERVATIONS.COM         | \$14.99           |                           |                       |
| 00061468 | HOTEL RESERVATIONS.COM       | \$852.72          |                           |                       |
| 00061456 | WWW.RESERVATIONS.COM         | \$14.99           |                           |                       |
| 00061454 | HOTEL RESERVATIONS.COM       | \$697.04          |                           |                       |
| 00061425 | I/O SOLUTIONS                | \$54.00           |                           |                       |
| 00061230 | SOURCE OFFICE AND TECHNOLOGY | \$11.56           |                           |                       |
| 00061639 | HOTEL RESERVATIONS.COM       | (\$697.04)        |                           |                       |
| 00061664 | APCO INTERNATIONAL           | \$73.60           |                           |                       |
| 00059866 | SOURCE OFFICE AND TECHNOLOGY | \$57.56           |                           |                       |
| 00061942 | GLOBALSTAR                   | \$147.95          |                           |                       |
| 00061921 | CHARTER COMMUNICATIONS       | \$77.17           |                           |                       |
| 00061899 | AT&T                         | \$68.68           |                           |                       |
| 00061885 | VERIZON                      | \$122.88          |                           |                       |
| 00061494 | BLAKEMAN PROPANE             | \$1,846.80        |                           |                       |
|          |                              | <b>\$4,437.90</b> | <b>Subtotal for Dept.</b> | Communications Center |
| 00061512 | CASPER STAR TRIBUNE          | \$729.60          |                           |                       |
| 00061074 | FEDEX                        | \$22.92           |                           |                       |
| 00061295 | NATIONAL LEAGUE OF CITIES    | \$895.00          |                           |                       |
| 00061444 | CASPER AREA CHAMBER          | \$100.00          |                           |                       |
| 00061526 | CASPER STAR TRIBUNE          | \$54.68           |                           |                       |
| 00061536 | CASPER STAR TRIBUNE          | \$76.08           |                           |                       |
|          |                              | <b>\$1,878.28</b> | <b>Subtotal for Dept.</b> | Council               |
| 00061763 | ATLAS OFFICE PRODUCTS        | \$504.28          |                           |                       |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|          |                              |                 |                                   |
|----------|------------------------------|-----------------|-----------------------------------|
| 00061565 | VERIZON                      | \$280.07        |                                   |
| 00061528 | VERIZON                      | \$22.41         |                                   |
|          |                              | <b>\$806.76</b> | <b>Subtotal for Dept. Finance</b> |
| 00060773 | EXXONMOBIL                   | \$27.60         |                                   |
| 00061544 | CHIEF SUPPLY                 | \$59.98         |                                   |
| 00061837 | SOURCE OFFICE AND TECHNOLOGY | \$576.80        |                                   |
| 00060931 | WALMART                      | \$19.80         |                                   |
| 00061610 | VERIZON                      | \$120.03        |                                   |
| 00060926 | SUTHERLANDS                  | \$32.99         |                                   |
| 00062005 | ATLAS OFFICE PRODUCTS        | \$272.26        |                                   |
| 00061643 | LAERDAL MEDICAL              | \$1,073.50      |                                   |
| 00061649 | ECMS                         | \$560.25        |                                   |
| 00061600 | VERIZON                      | \$2,002.99      |                                   |
| 00060646 | FEDEX                        | \$76.12         |                                   |
| 00060729 | SUTHERLANDS                  | \$5.66          |                                   |
| 00061509 | AMAZON                       | \$12.27         |                                   |
| 00060705 | ROGUE FITNESS                | \$77.54         |                                   |
| 00060721 | EXXONMOBIL                   | \$20.27         |                                   |
| 00061853 | WITMER PUBLIC SAFETY GROUP   | \$563.89        |                                   |
| 00061854 | WWW.CREWBOSSPPE.COM          | \$4,693.62      |                                   |
| 00060730 | PARTY AMERICA                | \$9.98          |                                   |
| 00061909 | ATLAS OFFICE PRODUCTS        | \$75.98         |                                   |
| 00061933 | ATLAS OFFICE PRODUCTS        | \$141.46        |                                   |
| 00062115 | ATLAS OFFICE PRODUCTS        | (\$37.99)       |                                   |
| 00061671 | BARGREEN WYOMING             | \$286.50        |                                   |
| 00061240 | MENARDS                      | \$44.81         |                                   |
| 00060759 | B&H PHOTO                    | \$144.98        |                                   |
| 00061422 | AMAZON                       | \$27.98         |                                   |
| 00061221 | WWW.ATBATT.COM               | \$41.33         |                                   |
| 00061434 | MES/LAWMEN                   | \$15.43         |                                   |
| 00061408 | BARGREEN WYOMING             | \$607.16        |                                   |
| 00061396 | SAMS CLUB                    | \$1,104.43      |                                   |
| 00061367 | AMAZON                       | \$17.85         |                                   |
| 00061385 | AMAZON                       | \$1,139.70      |                                   |
| 00061321 | ALBERTSONS                   | \$19.90         |                                   |
| 00061435 | EXXONMOBIL                   | \$42.81         |                                   |
| 00061193 | SUTHERLANDS                  | \$14.47         |                                   |
| 00061500 | AMAZON                       | \$10.70         |                                   |
| 00061445 | NORCO                        | \$631.62        |                                   |
| 00061211 | EXXONMOBIL                   | \$33.00         |                                   |
| 00061388 | CHIEF SUPPLY                 | \$119.96        |                                   |
| 00061137 | KOHL'S                       | \$55.65         |                                   |
| 00061459 | AMAZON                       | \$238.56        |                                   |
| 00061465 | AMAZON                       | \$64.13         |                                   |
| 00061472 | AMAZON                       | \$347.97        |                                   |
| 00061474 | NORCO                        | \$568.93        |                                   |
| 00061487 | AMAZON                       | \$119.90        |                                   |
| 00061399 | WALMART                      | \$134.01        |                                   |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|          |                          |                    |                                |
|----------|--------------------------|--------------------|--------------------------------|
| 00061489 | AMAZON                   | \$173.94           |                                |
| 00061492 | LAERDAL MEDICAL          | \$48.88            |                                |
| 00061493 | AMAZON                   | \$14.31            |                                |
| 00060962 | BEST BUY                 | \$56.97            |                                |
| 00061181 | WALMART                  | \$17.82            |                                |
|          |                          | <b>\$16,528.70</b> | <b>Subtotal for Dept. Fire</b> |
| 00061369 | STOTZ EQUIPMENT          | \$74.09            |                                |
| 00061370 | STOTZ EQUIPMENT          | \$55.94            |                                |
| 00061372 | BEARING BELT CHAIN       | \$48.49            |                                |
| 00061374 | GOODYEAR COMMERCIAL      | \$505.50           |                                |
| 00061382 | CASPER TIRE              | \$14.29            |                                |
| 00061394 | CONOCO - HOMAX OIL SALES | \$67.50            |                                |
| 00061416 | BEARING BELT CHAIN       | \$18.95            |                                |
| 00061264 | DECKER AUTO GLASS        | \$15.40            |                                |
| 00061259 | WYOMING MACHINERY        | \$50.98            |                                |
| 00061428 | GOODYEAR COMMERCIAL      | \$272.04           |                                |
| 00061447 | HOSE & RUBBER SUPPLY     | \$66.27            |                                |
| 00061416 | BEARING BELT CHAIN       | \$17.98            |                                |
| 00061804 | GREINER FORD LINCOLN     | \$39.04            |                                |
| 00061460 | CASPER TIRE              | \$1,500.00         |                                |
| 00061259 | WYOMING MACHINERY        | \$1,099.43         |                                |
| 00061782 | BEARING BELT CHAIN       | (\$67.44)          |                                |
| 00061786 | GREINER FORD LINCOLN     | \$94.74            |                                |
| 00061787 | GREINER FORD LINCOLN     | \$175.87           |                                |
| 00061791 | GREINER FORD LINCOLN     | \$86.77            |                                |
| 00061272 | BEARING BELT CHAIN       | \$1,937.84         |                                |
| 00061795 | GREINER FORD LINCOLN     | \$90.19            |                                |
| 00061355 | STOTZ EQUIPMENT          | \$340.76           |                                |
| 00061816 | GOODYEAR COMMERCIAL      | \$604.80           |                                |
| 00061266 | BENTZ SELF SERVICE       | \$81.85            |                                |
| 00061274 | GREINER FORD LINCOLN     | \$19.00            |                                |
| 00061300 | DECKER AUTO GLASS        | \$285.70           |                                |
| 00061307 | STOTZ EQUIPMENT          | \$340.75           |                                |
| 00061322 | SIX ROBBLEES             | \$20.31            |                                |
| 00061328 | GOODYEAR COMMERCIAL      | \$136.02           |                                |
| 00061260 | DENVER INDUSTRIAL SALES  | \$330.67           |                                |
| 00061832 | OREILLY AUTO             | \$45.24            |                                |
| 00061846 | BEARING BELT CHAIN       | \$2,818.39         |                                |
| 00061905 | MIDLAND IMPLEMENT        | \$63.55            |                                |
| 00061879 | HONNEN EQUIPMENT         | \$3,785.47         |                                |
| 00061878 | GREINER FORD LINCOLN     | \$113.46           |                                |
| 00061877 | WW GRAINGER              | \$477.12           |                                |
| 00061874 | COMPRESSION LEASING      | \$637.50           |                                |
| 00061925 | WW GRAINGER              | \$11.52            |                                |
| 00061779 | LARIAT INTERNATIONAL     | \$111.83           |                                |
| 00061926 | HOSE & RUBBER SUPPLY     | \$2.34             |                                |
| 00061823 | CMI-TECO                 | \$87.00            |                                |
| 00061830 | SIX ROBBLEES             | \$17.32            |                                |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|                                    |            |
|------------------------------------|------------|
| 00061689 LN CURTIS                 | \$650.00   |
| 00061678 GREINER FORD LINCOLN      | \$180.25   |
| 00061678 GREINER FORD LINCOLN      | \$59.36    |
| 00061570 HOODS EQUIPMENT           | \$80.29    |
| 00061855 NORCO                     | \$91.84    |
| 00061587 JACKS TRUCK AND EQUIPMENT | \$280.47   |
| 00061486 CMI-TECO                  | \$444.67   |
| 00061503 JACKS TRUCK AND EQUIPMENT | \$315.91   |
| 00061504 DECKER AUTO GLASS         | \$733.10   |
| 00061529 MCCOY SALES               | \$199.10   |
| 00061539 NORCO                     | \$88.89    |
| 00061552 WW GRAINGER               | \$38.65    |
| 00061906 WW GRAINGER               | \$8.83     |
| 00061573 GREINER FORD LINCOLN      | \$10.42    |
| 00061476 BEST BUY                  | \$21.98    |
| 00061591 STOTZ EQUIPMENT           | \$309.83   |
| 00061598 WW GRAINGER               | \$68.81    |
| 00061984 GREINER FORD LINCOLN      | \$60.32    |
| 00061947 HONNEN EQUIPMENT          | (\$98.28)  |
| 00061941 CMI-TECO                  | \$28.36    |
| 00061935 HOODS EQUIPMENT           | \$121.07   |
| 00061572 KLEIN EQUIPMENT           | (\$87.68)  |
| 00061648 JACKS TRUCK AND EQUIPMENT | \$125.89   |
| 00061538 GOODYEAR COMMERCIAL       | \$225.00   |
| 00061550 GREINER FORD LINCOLN      | \$57.59    |
| 00061551 TRI-STATE TRUCK EQUIPMENT | \$161.97   |
| 00060635 DAVEY COACH SALES         | (\$326.66) |
| 00061636 ALPINE MOTOR SPORTS       | \$9.85     |
| 00061637 CMI-TECO                  | \$201.24   |
| 00061640 GREINER FORD LINCOLN      | \$65.62    |
| 00061641 STOTZ EQUIPMENT           | \$1,110.71 |
| 00060659 CMI-TECO -                | \$846.67   |
| 00061566 LARIAT INTERNATIONAL      | (\$500.00) |
| 00061647 HENSLEY BATTERY           | \$29.20    |
| 00061630 HONNEN EQUIPMENT          | \$1,422.18 |
| 00060668 KLEIN EQUIPMENT           | \$1,323.49 |
| 00060669 HOSE & RUBBER SUPPLY      | \$7.19     |
| 00061559 NUTECH SPECIALTIES        | \$972.50   |
| 00061559 NUTECH SPECIALTIES        | \$40.00    |
| 00061617 BEARING BELT CHAIN        | \$1,155.37 |
| 00060686 HENSLEY BATTER            | \$68.13    |
| 00061559 NUTECH SPECIALTIES        | \$25.00    |
| 00060750 GREINER FORD LINCOLN      | \$37.89    |
| 00060777 STOTZ EQUIPMENT           | \$34.01    |
| 00061665 STOTZ EQUIPMENT           | \$40.07    |
| 00061646 STOTZ EQUIPMENT           | (\$57.07)  |
| 00062014 STOTZ EQUIPMENT           | \$353.62   |
| 00061505 DAVID TERRELL             | \$350.00   |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|          |                           |            |
|----------|---------------------------|------------|
| 00062026 | GREINER FORD LINCOLN      | \$506.58   |
| 00061616 | GREINER FORD LINCOLN      | \$18.54    |
| 00061614 | SPARTAN CHASSIS           | \$5,231.27 |
| 00061613 | DRIVE TRAIN               | \$9.08     |
| 00062025 | STOTZ EQUIPMENT           | \$203.28   |
| 00061606 | LARIAT INTERNATIONAL      | (\$130.61) |
| 00061618 | CMI-TECO                  | \$91.80    |
| 00061524 | STEWART & STEVENSON       | \$145.03   |
| 00062050 | JACKS TRUCK AND EQUIPMENT | \$1,435.29 |
| 00061579 | CASPER WINNELSON          | \$252.71   |
| 00061625 | JACKS TRUCK AND EQUIPMENT | \$280.47   |
| 00061633 | MIDLAND IMPLEMENT         | \$160.54   |
| 00061528 | VERIZON                   | \$22.41    |
| 00062061 | BAILEYS ACE HARDWARE      | \$69.99    |
| 00062002 | GREINER FORD LINCOLN      | \$25.30    |
| 00062066 | EATON SALES & SERVICE     | \$187.60   |
| 00062077 | STOTZ EQUIPMENT           | \$78.64    |
| 00062085 | STOTZ EQUIPMENT           | \$318.49   |
| 00062103 | STOTZ EQUIPMENT           | \$193.98   |
| 00062113 | STOTZ EQUIPMENT           | \$150.12   |
| 00061774 | ENVIRO-CLEAN              | \$71.20    |
| 00060727 | GREINER FORD LINCOLN      | (\$400.00) |
| 00062060 | JACKS TRUCK AND EQUIPMENT | \$117.95   |
| 00061569 | CMI-TECO                  | \$4,531.36 |
| 00061745 | STOTZ EQUIPMENT           | \$116.73   |
| 00061711 | HOSE & RUBBER SUPPLY      | \$564.16   |
| 00061718 | CAPITAL BUSINESS SYSTEM   | \$30.14    |
| 00061194 | STOTZ EQUIPMENT           | \$72.16    |
| 00061234 | SAMS CLUB                 | \$235.06   |
| 00061757 | CMI-TECO                  | \$399.46   |
| 00061728 | SAFETY KLEEN SYSTEMS      | \$1,003.08 |
| 00061709 | ATLANTIC ELECTRIC         | \$436.35   |
| 00061756 | STOTZ EQUIPMENT           | \$5,335.65 |
| 00061243 | GOODYEAR COMMERCIAL       | \$136.02   |
| 00061749 | DRIVE TRAIN               | \$129.37   |
| 00061226 | GREINER FORD LINCOLN      | \$186.40   |
| 00061651 | GOODYEAR COMMERCIAL       | \$544.08   |
| 00061212 | NUTECH SPECIAL -          | \$50.00    |
| 00061729 | STOTZ EQUIPMENT           | \$155.88   |
| 00061731 | GOODYEAR COMMERCIAL       | \$1,283.68 |
| 00061735 | DAVID TERRELL             | \$100.00   |
| 00061212 | NUTECH SPECIAL            | (\$40.00)  |
| 00061758 | CMI-TECO                  | \$22.62    |
| 00061772 | GOODYEAR COMMERCIAL       | \$544.08   |
| 00061759 | JACKS TRUCK AND EQUIPMENT | \$475.40   |
| 00061259 | WYOMING MACHINERY         | (\$46.01)  |
| 00060806 | GREINER FORD LINCOLN      | \$356.97   |
| 00060839 | GREINER FORD LINCOLN      | \$356.97   |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|          |                                |                    |   |
|----------|--------------------------------|--------------------|---|
| 00061255 | DRIVE TRAIN                    | \$10.07            |   |
| 00060898 | EQUIPMENT COMPANY              | \$249.11           |   |
| 00061149 | WEAR PARTS                     | \$13.00            |   |
| 00061244 | GREINER FORD LINCOLN           | \$142.55           |   |
| 00061151 | DENVER INDUSTRIAL SALES        | \$114.11           |   |
| 00061156 | CASPER TIRE                    | \$82.00            |   |
| 00061170 | AMERI-TECH EQUIPMENT           | \$997.25           |   |
| 00061177 | C AND M GOLF AND GROUNDS       | \$696.67           |   |
| 00061185 | STOTZ EQUIPMENT                | \$574.38           |   |
| 00061700 | CASPER TIRE                    | (\$82.02)          |   |
| 00060923 | CASPER TIRE                    | \$18.38            |   |
|          |                                | <b>\$56,714.89</b> | <b>Subtotal for Dept. Fleet Maintenance</b>     |
| 00061762 | GRANDVIEW PUBLICATIONS         | \$158.20           |   |
| 00061510 | HISTORICAL FOLK TOYS           | \$454.85           |   |
| 00061488 | COWBOY GRAPHICS                | \$183.70           |   |
| 00061798 | BAKER-TAYLOR                   | \$475.50           |   |
| 00061765 | BETTER BIRDWATCHING            | \$113.50           |   |
| 00061836 | 1890 INCORPORATED              | \$1,012.50         |   |
| 00061838 | K & M INTERNATIONAL            | \$605.00           |   |
|          |                                | <b>\$3,003.25</b>  | <b>Subtotal for Dept. General - Fort Caspar</b> |
| 00061824 | MOUNTAIN WEST                  | \$104.95           |   |
| 00061318 | GOLF COURSE SUPERINTENDENTS    | \$380.00           |   |
| 00061405 | VERIZON                        | \$80.02            |   |
| 00061540 | UNDERHILL -                    | \$407.74           |   |
| 00061790 | BARGREEN WYOMING               | \$561.90           |   |
| 00061549 | TOWNSQUARE MEDIA               | \$830.00           |   |
| 00061743 | GOLF OPERATOR ASSOCIATION      | \$19.95            |   |
| 00061710 | ATLANTIC ELECTRIC              | \$810.30           |   |
| 00061431 | CHARTER COMMUNICATIONS         | \$135.43           |   |
| 00061796 | FAZCEBOOK                      | \$41.05            |   |
|          |                                | <b>\$3,371.34</b>  | <b>Subtotal for Dept. Golf Course</b>           |
| 00061692 | STAPLES                        | \$278.77           |   |
| 00061733 | FEDEX FREIGHT                  | \$227.34           |   |
| 00061261 | MENARDS                        | \$47.76            |   |
| 00061806 | MOUNTAIN WEST                  | \$15.00            |   |
| 00061658 | C & C SUPPLY                   | \$16.50            |   |
| 00061748 | THE HOME DEPOT                 | \$50.48            |   |
| 00061826 | BEARDSLEY SAM STABLE           | \$65.00            |   |
| 00061670 | HOMEDEPOT.COM                  | \$307.62           |   |
| 00061725 | HOMEDEPOT.COM                  | \$46.65            |   |
| 00061655 | THE HOME DEPOT                 | \$52.21            |   |
| 00061842 | NATIONAL SKI AREAS ASSOCIATION | \$498.17           |   |
| 00061623 | PURVIS INDUSTRIES              | \$543.04           |   |
| 00061415 | B&H PHOTO                      | \$1,319.46         |   |
| 00061353 | THE HOME DEPOT                 | \$37.38            |   |
| 00061281 | CRUM ELECTRIC SUPPLY           | \$25.12            |   |
| 00061471 | THE HOME DEPOT                 | \$235.50           |   |
|          |                                | <b>\$3,766.00</b>  | <b>Subtotal for Dept. Hogadon</b>               |



# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|          |                           |                   |  |
|----------|---------------------------|-------------------|--|
| 00062016 | POWDER RIVER SHREDDERS    | \$80.00           |  |
| 00061763 | ATLAS OFFICE PRODUCTS     | \$504.28          |  |
| 00061742 | WALMART                   | \$2.97            |  |
|          |                           | <b>\$587.25</b>   | <b>Subtotal for Dept. Human Resources</b>      |
| 00061584 | WW GRAINGER               | \$33.70           |  |
| 00061687 | MENARDS                   | \$40.71           |  |
| 00061499 | STAPLES                   | \$119.97          |  |
| 00061881 | PEDENS                    | \$28.00           |  |
| 00061590 | COMTRONIX                 | \$176.10          |  |
| 00061530 | SAMS CLUB                 | \$26.48           |  |
| 00061577 | AGP PROPANE SERVICES      | \$66.13           |  |
| 00061475 | KID STUFF MARKETING,      | \$107.16          |  |
| 00061812 | VISTAR ROCKY MOUNTAIN     | \$262.49          |  |
| 00061464 | SAMS CLUB                 | \$46.98           |  |
| 00061250 | FARMER BROTHERS COFFEE    | \$70.34           |  |
|          |                           | <b>\$978.06</b>   | <b>Subtotal for Dept. Ice Arena</b>            |
| 00061306 | INTERNATIONAL TRANSACTION | \$3.59            |  |
|          |                           | <b>\$3.59</b>     | <b>Subtotal for Dept. Information Services</b> |
| 00061966 | BEST FRIENDS VETERINARY   | \$291.68          |  |
| 00061972 | COCA COLA BOTTLING        | \$22.05           |  |
| 00061975 | COCA COLA BOTTLING        | \$15.00           |  |
| 00061681 | EXPRESS PRINTING          | \$150.54          |  |
| 00061694 | DECKER AUTO GLASS         | \$25.89           |  |
| 00061708 | BARGREEN WYOMING          | \$62.10           |  |
| 00061716 | PRAIRIE PELLA             | \$1,257.19        |  |
| 00061677 | CASPER STAR TRIBUNE       | \$485.88          |  |
| 00061754 | NORCO                     | \$81.26           |  |
| 00061676 | BARGREEN WYOMING          | \$95.76           |  |
| 00061286 | ARCHITECTURAL GLAZING     | \$506.54          |  |
| 00061448 | AMAZON                    | \$49.72           |  |
| 00062034 | COCA COLA BOTTLING        | \$22.05           |  |
| 00061433 | STAPLES                   | \$85.98           |  |
| 00062048 | COCA COLA BOTTLING        | \$14.70           |  |
| 00061424 | STREICHER'S               | \$249.99          |  |
| 00061350 | NOLAND FEED               | \$200.24          |  |
| 00061859 | HP.COM                    | \$200.54          |  |
| 00062018 | COCA COLA BOTTLING        | \$15.00           |  |
| 00062017 | COCA COLA BOTTLING        | \$22.05           |  |
| 00062004 | CUSTOM INK                | \$320.80          |  |
| 00061508 | COPQUEST                  | \$124.98          |  |
| 00061351 | COPQUEST                  | \$119.00          |  |
| 00061996 | COCA COLA BOTTLING        | \$15.00           |  |
| 00062013 | COCA COLA BOTTLING        | \$14.70           |  |
|          |                           | <b>\$4,448.64</b> | <b>Subtotal for Dept. Metro Animal</b>         |
| 00061439 | CONSOLIDATED ELECTRICAL   | \$1,392.00        |  |
|          |                           | <b>\$1,392.00</b> | <b>Subtotal for Dept. Parking</b>              |
| 00061143 | BARGREEN WYOMING          | \$4,576.00        |  |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|          |                              |            |
|----------|------------------------------|------------|
| 00060694 | CPS DISTRIBUTORS             | \$729.25   |
| 00061872 | BESTWAY FIRESTONE            | \$2,300.00 |
| 00061883 | STAPLES                      | \$35.49    |
| 00060685 | SUTHERLANDS                  | \$2.97     |
| 00061801 | MURDOCH'S RANCH & HOME       | \$119.98   |
| 00061868 | BLOEDORN LUMBER              | \$4.04     |
| 00060748 | CPS DISTRIBUTORS             | \$244.53   |
| 00061807 | MURDOCH'S RANCH & HOME       | \$9.98     |
| 00061882 | BLOEDORN LUMBER              | \$48.65    |
| 00061803 | ULINE SHIP SUPPLIES          | \$36.90    |
| 00060712 | CPS DISTRIBUTORS I           | \$3,382.47 |
| 00061356 | CPS DISTRIBUTORS             | \$1,304.63 |
| 00061634 | BLOEDORN LUMBER              | \$1,853.04 |
| 00060927 | THE HOME DEPOT               | \$34.98    |
| 00060882 | MURDOCH'S RANCH & HOME       | \$24.99    |
| 00060880 | WW GRAINGER                  | \$23.02    |
| 00060873 | CPS DISTRIBUTORS             | \$782.49   |
| 00061038 | INTL SOCIETY OF ARBORCULTURE | \$282.00   |
| 00061683 | SHERWIN WILLIAMS             | \$213.52   |
| 00061078 | INDUSTRIAL DISTRIBUTORS      | \$87.20    |
| 00061361 | CPS DISTRIBUTORS             | \$416.92   |
| 00061362 | CPS DISTRIBUTORS             | \$594.45   |
| 00061368 | BLOEDORN LUMBER              | \$13.02    |
| 00061400 | MENARDS                      | \$59.94    |
| 00061417 | BLOEDORN LUMBER              | \$134.05   |
| 00061452 | 71 SOIL AND STONE            | \$1,721.76 |
| 00061348 | BLOEDORN LUMBER              | (\$163.88) |
| 00061269 | BLOEDORN LUMBER              | \$7.19     |
| 00061345 | BLOEDORN LUMBER              | \$183.12   |
| 00061342 | BLOEDORN LUMBER              | \$870.52   |
| 00061323 | CASPER WINNELSON             | \$3.73     |
| 00061308 | SUTHERLANDS                  | \$52.37    |
| 00061354 | BEST BUY                     | \$274.96   |
| 00060949 | BAILEYS ACE HARDWAR          | \$59.30    |
| 00061356 | CPS DISTRIBUTORS             | \$213.34   |
| 00061690 | HOBBY-LOBBY                  | \$8.98     |
| 00061246 | BLOEDORN LUMBER              | \$635.73   |
| 00061227 | HARBOR FREIGHT TOOLS         | \$63.33    |
| 00061160 | 71 SOIL AND STONE            | \$2,970.24 |
| 00061140 | MENARDS                      | \$24.86    |
| 00061128 | MENARDS                      | \$35.98    |
| 00061119 | STOTZ EQUIPMENT              | \$341.96   |
| 00061282 | SEARS ROEBUCK                | \$26.44    |
| 00061800 | BLOEDORN LUMBER              | \$8.36     |
| 00061797 | CPS DISTRIBUTORS             | \$284.80   |
| 00061481 | BAILEYS ACE HARDWARE         | \$6.87     |
| 00061628 | ATLANTIC ELECTRIC            | \$649.00   |
| 00061796 | FACEBOOK                     | \$30.00    |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|          |                              |                           |                 |
|----------|------------------------------|---------------------------|-----------------|
| 00061461 | BLOEDORN LUMBER              | \$30.58                   |                 |
| 00061780 | MURDOCH'S RANCH & HOME       | \$20.99                   |                 |
| 00061557 | WALMART                      | \$29.42                   |                 |
| 00061528 | VERIZON                      | \$146.04                  |                 |
| 00061734 | CASPER FIRE EXTINGUISHER     | \$109.75                  |                 |
| 00061722 | WALMART                      | \$7.65                    |                 |
| 00061430 | CASPER WINNELSON             | \$330.00                  |                 |
| 00061741 | R & R REST STOPS             | \$7,481.34                |                 |
| 00061703 | WYATT ELECTRIC               | \$452.88                  |                 |
| 00061615 | ATLANTIC ELECTRIC            | \$537.50                  |                 |
| 00061608 | ATLANTIC ELECTRIC            | \$1,399.62                |                 |
|          | <b>\$36,169.24</b>           | <b>Subtotal for Dept.</b> | <b>Parks</b>    |
| 00061375 | CASPER STAR TRIBUNE          | \$70.08                   |                 |
| 00061571 | CASPER STAR TRIBUNE          | \$42.72                   |                 |
| 00061592 | ATLAS REPRODUCTION           | \$18.00                   |                 |
| 00061668 | SUBWAY                       | \$106.22                  |                 |
| 00061444 | CASPER AREA CHAMBER          | \$25.00                   |                 |
| 00061545 | CASPER STAR TRIBUNE          | \$1,101.02                |                 |
| 00061426 | CASPER STAR TRIBUNE          | \$42.72                   |                 |
|          | <b>\$1,405.76</b>            | <b>Subtotal for Dept.</b> | <b>Planning</b> |
| 00061411 | GALLS                        | \$46.50                   |                 |
| 00061404 | SIGMA ALDRICH                | \$357.99                  |                 |
| 00060107 | UNITED AIRLINES              | \$50.00                   |                 |
| 00061455 | THE CHOP SHOP                | \$189.00                  |                 |
| 00061467 | SOKO SUSHI                   | \$67.97                   |                 |
| 00061401 | JOES CRAB SHACK              | \$18.34                   |                 |
| 00061414 | PEDENS                       | \$72.00                   |                 |
| 00061478 | JONES SCHOOL SUPPLY          | \$564.38                  |                 |
| 00061507 | PEDENS                       | \$145.00                  |                 |
| 00061484 | E&F TOWING & RECOVERY        | \$150.00                  |                 |
| 00061645 | WALGREENS                    | \$10.99                   |                 |
| 00060075 | JASON S DELI                 | \$24.81                   |                 |
| 00061319 | LODO'S BAR AND GRILL         | \$16.06                   |                 |
| 00061496 | WARDROBE CLEANERS            | \$10.20                   |                 |
| 00061498 | FEDEX                        | \$33.26                   |                 |
| 00061502 | PEDENS                       | \$45.00                   |                 |
| 00061564 | CASPER FIRE EXTINGUISHER     | \$216.50                  |                 |
| 00061470 | RAMADA PLAZA                 | \$543.25                  |                 |
| 00061376 | VERIZON                      | \$2,249.31                |                 |
| 00060161 | BAMBOO SUSHI BAR             | \$39.39                   |                 |
| 00061582 | SHELL OIL                    | \$24.65                   |                 |
| 00061537 | EXXONMOBIL                   | \$31.65                   |                 |
| 00060170 | HURRICANE NICEVILLE          | \$43.16                   |                 |
| 00061228 | WESTERN WYOMING LOCK         | \$15.00                   |                 |
| 00061039 | WYOMING DEPARTMENT OF HEALTH | \$484.00                  |                 |
| 00061214 | BABAJOONS                    | \$38.94                   |                 |
| 00061248 | YAK AND YETI WEST            | \$37.48                   |                 |
| 00061336 | THE HOME DEPOT               | \$30.39                   |                 |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|          |                            |                    |                                  |
|----------|----------------------------|--------------------|----------------------------------|
| 00061292 | CORNER STORE               | \$31.28            |                                  |
| 00059696 | SILVER MINE SUBS           | \$28.09            |                                  |
| 00061371 | BEARING BELT CHAIN         | \$77.64            |                                  |
| 00059751 | INTERNATIONAL TRANSACTION  | \$1.47             |                                  |
| 00061723 | THE HOME DEPOT             | \$65.96            |                                  |
| 00061377 | 3 MARGARITAS FAMILY        | \$46.17            |                                  |
| 00061378 | ROCKY MOUNTAIN INFORMATION | \$250.00           |                                  |
| 00059240 | LITTLE CAESARS             | \$35.67            |                                  |
| 00061291 | JOES CRAB SHACK            | \$66.68            |                                  |
| 00059707 | THE HOME DEPOT             | \$65.01            |                                  |
| 00061379 | VERIZON                    | \$122.81           |                                  |
| 00061383 | VENTURE TECHNOLOGY         | \$158.85           |                                  |
| 00059741 | ETRAWLER                   | \$183.68           |                                  |
| 00061387 | SAFEWAY                    | \$16.10            |                                  |
| 00061325 | KRISPY KREME               | \$10.84            |                                  |
| 00061705 | DEA REGISTRATION           | \$244.00           |                                  |
| 00060537 | GOOD TO GO                 | \$37.24            |                                  |
| 00061958 | VERIZON                    | \$40.01            |                                  |
| 00061857 | SIRCHIE FINGER PRINT       | \$549.20           |                                  |
| 00061685 | SOUTHWEST AIRLINES         | \$695.92           |                                  |
| 00060466 | NW FLORIDA STATE           | \$10.28            |                                  |
| 00060515 | COMFORT SUITES             | \$795.00           |                                  |
| 00061236 | PRECISION RIFLE            | \$650.00           |                                  |
| 00060328 | PANERA BREAD               | \$21.38            |                                  |
| 00060382 | NW FLORIDA STATE           | \$10.60            |                                  |
| 00060403 | UNITED AIRLINES            | \$50.00            |                                  |
| 00060457 | STARBUCKS                  | \$13.18            |                                  |
| 00060406 | WOLF GANG PUCK EXPRESS     | \$35.96            |                                  |
| 00061402 | GRUB HUB KABOB STATION     | \$22.47            |                                  |
| 00060418 | TGI FRIDAY'S               | \$56.86            |                                  |
| 00060381 | THE BOATHOUSE LANDING      | \$66.06            |                                  |
| 00061817 | COCA COLA BOTTLING         | \$51.45            |                                  |
| 00061327 | KRISPY KREME               | \$10.84            |                                  |
| 00060508 | CHICK-FIL-A                | \$15.10            |                                  |
| 00060192 | BURGER KING                | \$12.78            |                                  |
| 00060380 | CHICK-FIL-A                | \$15.10            |                                  |
| 00061813 | B & B RUBBER STAMP         | \$38.90            |                                  |
| 00061347 | JIMMY JOHNS                | \$22.47            |                                  |
| 00061827 | SAMS CLUB                  | \$18.48            |                                  |
| 00060478 | DOLLAR RENT A CAR          | \$301.14           |                                  |
| 00060307 | PEPITOS                    | \$49.76            |                                  |
| 00061296 | SALTGRASS                  | \$60.78            |                                  |
| 00061841 | MENARDS                    | \$31.32            |                                  |
| 00060270 | NW FLORIDA STATE           | \$10.49            |                                  |
|          |                            | <b>\$10,652.24</b> | <b>Subtotal for Dept. Police</b> |
| 00061391 | HENSLEY BATTERY            | \$91.81            |                                  |
| 00061279 | CASPER STAR TRIBUNE        | \$140.56           |                                  |
| 00061938 | HENSLEY BATTERY            | \$435.16           |                                  |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|                                    |                   |                           |   |
|------------------------------------|-------------------|---------------------------|---|
| 00061561 HENSLEY BATTERY           | \$204.93          |                           |   |
|                                    | <b>\$872.46</b>   | <b>Subtotal for Dept.</b> | <b>Police Equipment</b>                   |
| 00061254 WALMART                   | \$105.44          |                           |   |
| 00058410 STAPLES                   | \$190.04          |                           |   |
| 00061653 COTTAGE CAFÉ              | \$169.47          |                           |   |
| 00058372 WALMART                   | \$135.00          |                           |   |
| 00061028 THE DAYS INN              | (\$65.44)         |                           |   |
|                                    | <b>\$534.51</b>   | <b>Subtotal for Dept.</b> | <b>Police Grants</b>                      |
| 00061619 CPU IIT                   | \$917.98          |                           |   |
| 00061239 ACTION GLASS              | \$187.90          |                           |   |
| 00060935 J J KELLER & ASSOCIATES   | \$151.18          |                           |   |
| 00061429 ATLAS OFFICE PRODUCTS     | \$10.32           |                           |   |
|                                    | <b>\$1,267.38</b> | <b>Subtotal for Dept.</b> | <b>Property &amp; Liability Insurance</b> |
| 00061315 SAMS CLUB                 | \$11.48           |                           |   |
| 00061317 THE SCIENCE ZONE          | \$356.00          |                           |   |
| 00061724 SAMS CLUB                 | \$35.72           |                           |   |
| 00061724 SAMS CLUB                 | \$84.80           |                           |   |
| 00061335 WALMART                   | \$162.00          |                           |   |
| 00061271 WALMART                   | \$48.53           |                           |   |
| 00061521 THE HOME DEPOT            | \$80.91           |                           |   |
| 00061605 NORCO                     | \$148.29          |                           |   |
| 00061218 WALMART                   | \$23.63           |                           |   |
| 00061438 WALMART                   | \$25.14           |                           |   |
| 00061514 AMERICAN RED CROSS        | \$210.00          |                           |   |
|                                    | <b>\$1,186.50</b> | <b>Subtotal for Dept.</b> | <b>Recreation</b>                         |
| 00061819 CMI-TECO                  | \$128.97          |                           |   |
| 00061691 CASPER TIRE               | \$175.00          |                           |   |
| 00061423 CMI-TECO                  | \$1,420.14        |                           |   |
| 00061767 MENARDS                   | \$37.92           |                           |   |
| 00061277 ULINE SHIP SUPPLIES       | \$768.41          |                           |   |
| 00061407 CMI-TECO                  | \$23.09           |                           |   |
| 00061607 SAMSCLUB                  | \$24.44           |                           |   |
| 00061560 CASPER TIRE               | \$45.00           |                           |   |
| 00061575 BAILEYS ACE HARDWARE      | \$3.99            |                           |   |
| 00061611 MENARDS                   | \$199.99          |                           |   |
| 00061726 CASPER TIRE               | \$32.50           |                           |   |
| 00061666 CMI-TECO                  | \$245.15          |                           |   |
| 00061845 CASPER TIRE               | \$32.50           |                           |   |
| 00061944 ALSCO                     | \$148.75          |                           |   |
| 00061744 JACKS TRUCK AND EQUIPMENT | \$11.09           |                           |   |
| 00061501 RESPOND FIRST AID         | \$8.98            |                           |   |
| 00061588 CASPER TIRE               | \$32.50           |                           |   |
|                                    | <b>\$3,338.42</b> | <b>Subtotal for Dept.</b> | <b>Refuse Collection</b>                  |
| 00061473 ATLAS OFFICE PRODUCTS     | \$27.04           |                           |   |
| 00061523 CASPER CONTRACTORS SUPPLY | \$64.74           |                           |   |
| 00061427 WW GRAINGER               | \$194.19          |                           |   |
| 00061528 VERIZON                   | \$22.41           |                           |   |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|                                      |                    |                           |                    |
|--------------------------------------|--------------------|---------------------------|--------------------|
| 00061410 BAILEYS ACE HARDWARE        | \$17.99            |                           |                    |
|                                      | <b>\$326.37</b>    | <b>Subtotal for Dept.</b> | <b>Sewer</b>       |
| 00061528 VERIZON                     | \$22.41            |                           |                    |
| 00061659 CASPER STAR TRIBUNE         | \$178.52           |                           |                    |
| 00061397 POTTERS FLEX O LITE         | \$546.00           |                           |                    |
| 00061463 MENARDS                     | \$14.97            |                           |                    |
| 00061393 WAGNER'S OUTDOOR OUTFITTERS | \$7.72             |                           |                    |
| 00061341 MENARDS                     | \$11.91            |                           |                    |
| 00061555 BLOEDORN LUMBER             | \$20.78            |                           |                    |
|                                      | <b>\$802.31</b>    | <b>Subtotal for Dept.</b> | <b>Streets</b>     |
| 00061339 ANCHOR ELECTRIC             | \$506.25           |                           |                    |
| 00061398 WW GRAINGER                 | \$75.38            |                           |                    |
| 00061398 WW GRAINGER                 | \$31.46            |                           |                    |
| 00061366 DOUBLE D WELDING            | \$955.00           |                           |                    |
| 00061357 SAMS CLUB                   | \$7.87             |                           |                    |
| 00061312 SAMS CLUB                   | \$77.78            |                           |                    |
| 00061320 BAILEYS ACE HARDWARE        | \$32.99            |                           |                    |
| 00061330 CONOCO - HOMAX OIL SALES    | \$2,632.64         |                           |                    |
| 00061398 WW GRAINGER                 | \$86.58            |                           |                    |
| 00061541 CPS DISTRIBUTORS            | \$184.00           |                           |                    |
| 00061443 MURDOCH'S RANCH & HOME      | \$79.99            |                           |                    |
| 00061436 SAMS CLUB                   | (\$3.77)           |                           |                    |
| 00061365 HACH COMPANY                | \$839.52           |                           |                    |
| 00061346 WATERWORKS INDUSTRIES       | \$946.27           |                           |                    |
| 00061413 NORTHROP BOILER WORKS       | \$10,390.00        |                           |                    |
| 00061528 VERIZON                     | \$44.82            |                           |                    |
|                                      | <b>\$16,886.78</b> | <b>Subtotal for Dept.</b> | <b>Waste Water</b> |
| 00061596 HARBOR FREIGHT TOOLS        | \$34.99            |                           |                    |
| 00061808 ENERGY LABORATORIES         | \$25.00            |                           |                    |
| 00061621 WW GRAINGER                 | \$36.60            |                           |                    |
| 00061799 GREAT PLAINS CLEANING       | \$102.18           |                           |                    |
| 00061673 MENARDS                     | \$14.48            |                           |                    |
| 00061262 INBERG-MILLER ENGINEERING   | \$630.00           |                           |                    |
| 00061273 SAMS CLUB                   | \$248.88           |                           |                    |
| 00061380 COMMUNICATION TECHNOLOGIES  | \$107.00           |                           |                    |
| 00061766 NORCO INC                   | \$59.56            |                           |                    |
| 00061305 ALL OUT FIRE EXTINGUISHER   | \$30.00            |                           |                    |
| 00061528 VERIZON                     | \$71.08            |                           |                    |
| 00061340 GEORGE T SANDERS            | \$141.00           |                           |                    |
| 00061558 HOSE & RUBBER SUPPLY        | \$32.00            |                           |                    |
| 00061548 SUTHERLANDS                 | \$11.57            |                           |                    |
| 00061542 SUTHERLANDS                 | \$6.99             |                           |                    |
| 00061788 ENERGY LABORATORIES         | \$75.00            |                           |                    |
| 00061450 ENERGY LABORATORIES         | \$25.00            |                           |                    |
| 00061395 ENERGY LABORATORIES         | \$50.00            |                           |                    |
| 00061466 WATERWORKS INDUSTRIES       | \$516.91           |                           |                    |
| 00061715 ENERGY LABORATORIES         | \$37.00            |                           |                    |
| 00061497 WATERWORKS INDUSTRIES       | \$762.27           |                           |                    |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|                                 |                   |   |
|---------------------------------|-------------------|---|
| 00061409 ENERGY LABORATORIES    | \$340.00          |   |
| 00061750 MENARDS                | \$39.90           |   |
| 00061473 ATLAS OFFICE PRODUCTS  | \$33.05           |   |
| 00061451 WATERWORKS INDUSTRIES  | (\$258.45)        |   |
| 00061712 BEARING BELT CHAIN     | \$7.98            |   |
| 00061635 ANDERSON SEISMOGRAPH   | \$50.00           |   |
| 00061642 BEARING BELT CHAIN     | \$6.29            |   |
| 00061652 SUTHERLANDS            | \$154.00          |   |
| 00061660 SUTHERLANDS            | \$14.97           |   |
| 00061697 ENERGY LABORATORIES    | \$257.00          |   |
| 00061661 ENERGY LABORATORIES    | \$340.00          |   |
| 00061453 KNIFE RIVER            | \$62.68           |   |
| 00061747 SUTHERLANDS            | \$8.18            |   |
| 00061482 WATERWORKS INDUSTRIES  | \$339.00          |   |
| 00061390 SUTHERLANDS            | \$5.19            |   |
| 00061386 ATLAS OFFICE PRODUCTS  | \$6.82            |   |
|                                 | <b>\$4,424.12</b> | <b>Subtotal for Dept. Water</b>                 |
| 00061285 WW GRAINGER            | \$45.54           |   |
| 00061280 ATLAS OFFICE PRODUCTS  | \$45.88           |   |
| 00061314 PIZZA HUT              | \$55.92           |   |
| 00061329 ALBERTSONS             | \$27.96           |   |
| 00061332 ALBERTSONS             | \$25.98           |   |
| 00061352 WATERWORKS INDUSTRIES  | \$196.81          |   |
| 00061216 ENERGY LABORATORIES    | \$42.00           |   |
| 00061528 VERIZON                | \$22.41           |   |
| 00061533 WESTERN SLING          | \$117.70          |   |
| 00061631 UNITED PARCEL SERVICE  | \$15.84           |   |
| 00061252 ENERGY LABORATORIES    | \$2,722.00        |   |
| 00061245 GREINER FORD LINCOLN   | \$65.29           |   |
| 00061249 ENERGY LABORATORIES    | \$57.00           |   |
| 00061247 WW GRAINGER            | \$20.16           |   |
| 00061864 URGENT CARE OF CASPER  | \$234.00          |   |
| 00061263 WW GRAINGER            | \$306.72          |   |
| 00061704 MURDOCH'S RANCH & HOME | \$59.95           |   |
| 00061844 CASPER STAR TRIBUNE    | \$43.54           |   |
| 00061843 UNITED STATES WELDING  | \$3,714.04        |   |
| 00061834 XEROX CORPORATION      | \$254.80          |   |
| 00061309 ATLAS OFFICE PRODUCTS  | \$84.90           |   |
| 00061219 UNITED PARCEL SERVICES | \$50.75           |   |
| 00061581 WW GRAINGER            | \$200.90          |   |
| 00061233 FERGUSON ENTERPRISES   | \$602.09          |   |
|                                 | <b>\$9,012.18</b> | <b>Subtotal for Dept. Water Treatment Plant</b> |
| 00061441 H & M GOPHER CONTROL   | \$811.11          |   |
| 00060827 AMAZON                 | \$24.00           |   |
| 00061420 MURDOCH'S RANCH & HOME | \$50.97           |   |
| 00061657 KASK AMERICA           | \$30.22           |   |
| 00061217 THE UPS STORE          | \$28.23           |   |
| 00061316 HARBOR FREIGHT TOOLS   | \$227.89          |   |

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## P-CARD VENDORS

|          |                          |                     |   |
|----------|--------------------------|---------------------|---|
| 00061589 | RESPOND FIRST AID        | \$38.07             |   |
| 00061088 | BAVCO                    | \$97.60             |   |
| 00061720 | VAN DIEST SUPPLY COMPANY | \$1,647.28          |   |
| 00061358 | BAILEYS ACE HARDWARE     | \$2.36              |   |
| 00060831 | CUSTOM FIBERGLASS        | \$112.00            |   |
|          |                          | <b>\$3,069.73</b>   | <b>Subtotal for Dept. Weed And Pest</b> |
|          |                          | <b>\$231,490.09</b> | <b>Subtotal for Vendor</b>              |

## PEPSI COLA OF CASPER

|            |         |                 |                                     |
|------------|---------|-----------------|-------------------------------------|
| 2199022704 | PRODUCT | \$74.65         |                                     |
| 2199022837 | PRODUCT | \$143.11        |                                     |
|            |         | <b>\$217.76</b> | <b>Subtotal for Dept. Ice Arena</b> |
|            |         | <b>\$217.76</b> | <b>Subtotal for Vendor</b>          |

## POSTAL PROS SOUTHWEST INC

|       |                      |                    |                                   |
|-------|----------------------|--------------------|-----------------------------------|
| 3940  | UTILITY BILLING FEES | \$246.49           |                                   |
| 42843 | WEB POSTING          | \$3,715.58         |                                   |
| 3965  | UTILITY BILLING FEES | \$5,140.54         |                                   |
| 3997  | UTILITY BILLING FEES | \$2,561.85         |                                   |
|       |                      | <b>\$11,664.46</b> | <b>Subtotal for Dept. Finance</b> |
|       |                      | <b>\$11,664.46</b> | <b>Subtotal for Vendor</b>        |

## RECYCLED MATERIALS, LLC.

|            |                          |                   |                                   |
|------------|--------------------------|-------------------|-----------------------------------|
| RIN0027929 | HOGADON LODGE DEMOLITION | \$1,200.00        |                                   |
| 0987       | HOGADON LODGE DEMOLITION | \$1,000.00        |                                   |
| 0987       | HOGADON LODGE DEMOLITION | \$2,880.00        |                                   |
| RIN0027952 | LODGE DIRTWORK           | \$1,300.00        |                                   |
|            |                          | <b>\$6,380.00</b> | <b>Subtotal for Dept. Hogadon</b> |
|            |                          | <b>\$6,380.00</b> | <b>Subtotal for Vendor</b>        |

## RECYKLING INDUSTRIAL REPAIRS, INC

|      |                              |                    |                                    |
|------|------------------------------|--------------------|------------------------------------|
| 1137 | LINER WEAR PLATE REPLACEMENT | \$22,689.50        |                                    |
|      |                              | <b>\$22,689.50</b> | <b>Subtotal for Dept. Balefill</b> |
|      |                              | <b>\$22,689.50</b> | <b>Subtotal for Vendor</b>         |

## ROCKY MOUNTAIN POWER

|                |             |                   |                                    |
|----------------|-------------|-------------------|------------------------------------|
| AP000149073117 | ELECTRICITY | \$5,332.79        |                                    |
|                |             | <b>\$5,332.79</b> | <b>Subtotal for Dept. Aquatics</b> |
| 54730761-134 3 | ELECTRICITY | \$56.52           |                                    |
| AP000167080117 | ELECTRICITY | \$4,005.15        |                                    |
|                |             | <b>\$4,061.67</b> | <b>Subtotal for Dept. Balefill</b> |
| AP000150080117 | ELECTRICITY | \$331.00          |                                    |
|                |             | <b>\$331.00</b>   | <b>Subtotal for Dept. Cemetery</b> |
| AP000151073117 | ELECTRICITY | \$691.53          |                                    |
| AP000151073117 | ELECTRICITY | \$5,525.69        |                                    |
| AP000151073117 | ELECTRICITY | \$270.86          |                                    |
| AP000151073117 | ELECTRICITY | \$40.65           |                                    |



# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## ROCKY MOUNTAIN POWER

RIN0027966 ELECTRICITY  
AP000155080117 ELECTRICITY

**\$6,528.73** Subtotal for Dept. City Hall

\$542.91

\$2,779.30

**\$3,322.21** Subtotal for Dept. Fire

AP000154080117 ELECTRICITY

\$3,569.90

**\$3,569.90** Subtotal for Dept. Fleet Maintenance

AP000157073117 ELECTRICITY

\$5,422.06

**\$5,422.06** Subtotal for Dept. Golf Course

AP000235072817 ELECTRICITY

\$833.53

**\$833.53** Subtotal for Dept. Hogadon

AP000159073117 ELECTRICITY

\$4,362.29

**\$4,362.29** Subtotal for Dept. Ice Arena

AP000160080117 ELECTRICITY

\$1,178.29

**\$1,178.29** Subtotal for Dept. Metro Animal

AP000181080117 ELECTRICITY

\$6,934.80

AP000180080117 ELECTRICITY

\$2,656.85

**\$9,591.65** Subtotal for Dept. Parks

AP000162080117 ELECTRICITY

\$357.70

**\$357.70** Subtotal for Dept. Police

AP000152073117 ELECTRICITY

\$5,101.02

**\$5,101.02** Subtotal for Dept. Recreation

RIN0027959 ELECTRICITY

\$41.16

AP000163080117 ELECTRICITY

\$416.44

**\$457.60** Subtotal for Dept. Sewer

AP000166080117 ELECTRICITY

\$29,979.97

**\$29,979.97** Subtotal for Dept. Waste Water

**\$80,430.41** Subtotal for Vendor

## ROD BARSTAD'S PAINT & AUTO BODY

6020 BODY SHOP REPAIR

\$1,066.87

**\$1,066.87** Subtotal for Dept. Fleet Maintenance

**\$1,066.87** Subtotal for Vendor

## SAM PARSON'S UPHOLSTERY

673612 REPAIR SEAT

\$248.82

**\$248.82** Subtotal for Dept. Fleet Maintenance

**\$248.82** Subtotal for Vendor

## SERENITY MASSAGE

0029166977 UTILITY REFUND

\$24.08

**\$24.08** Subtotal for Dept. Water

**\$24.08** Subtotal for Vendor

## SHARON DEIBERT

RIN0027956 UTILITY REFUND

\$167.39

**\$167.39** Subtotal for Dept. Water

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## SHARON DEIBERT

**\$167.39** Subtotal for Vendor

## STATE OF WY. - DIV. OF VICTIM SVCS.

RIN0027936 REGISTRATION  
RIN0027937 REGISTRATION

\$150.00  
\$150.00

**\$300.00** Subtotal for Dept. Police Grants

**\$300.00** Subtotal for Vendor

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

RIN0027960 DWSRF#046 PRINCIPAL  
RIN0027960 DWSRF#46 INTEREST

\$75,254.83  
\$20,965.86

**\$96,220.69** Subtotal for Dept. Water

**\$96,220.69** Subtotal for Vendor

## TEST AMERICA LABORATORIES, INC

28193494 LANDFILL SAMPLING  
28193575 LANDFILL TESTING  
28193833 LEACHATE SAMPLES

\$1,084.50  
\$1,084.50  
\$1,426.00

**\$3,595.00** Subtotal for Dept. Balefill

**\$3,595.00** Subtotal for Vendor

## THE BON AGENCY, INC.

975671333 RENEW NOTARY  
909512023 RENEW NOTARY

\$50.00  
\$50.00

**\$100.00** Subtotal for Dept. Police

**\$100.00** Subtotal for Vendor

## THOMPSON, BRANDI

0029166973 UTILITY REFUND

\$24.64

**\$24.64** Subtotal for Dept. Water

**\$24.64** Subtotal for Vendor

## TIFFANY ELHART

7844940-1 CLOTHING REIMBURSEMENT

\$275.20

**\$275.20** Subtotal for Dept. Police

**\$275.20** Subtotal for Vendor

## TRAM SUPPORT, INC.

3529 CHAIR LIFT TESTING

\$177.41

**\$177.41** Subtotal for Dept. Hogadon

**\$177.41** Subtotal for Vendor

## TRETO CONST.

1341 HANDRAIL & CONCRETE REPAIRS

\$4,500.00

**\$4,500.00** Subtotal for Dept. Property & Liability Insurance

17-001.2 2017 CPU ASPHALT REPAIR  
17-001.2 2017 CPU ASPHALT REPAIR  
17-001.2 RETAINAGE

\$720.23  
\$58,110.69  
(\$5,883.09)

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## TRETO CONST.

**\$52,947.83** Subtotal for Dept. Water  
**\$57,447.83** Subtotal for Vendor

## ULTRAMAX AMMUNITION

164601 AMMUNITION  
164600 AMMUNITION

\$8,640.00  
\$2,499.00  
**\$11,139.00** Subtotal for Dept. Police  
**\$11,139.00** Subtotal for Vendor

## URBAN INTERACTIVE STUDIO, LLC

UIS-INV-11412 GENERATION CASPER WEBSITE

\$250.00  
**\$250.00** Subtotal for Dept. Planning  
**\$250.00** Subtotal for Vendor

## WARDWELL WATER & SEWER DISTRICT

RIN0027947 BOOSTER IRRIGATION

\$117.50  
**\$117.50** Subtotal for Dept. Water Treatment Plant  
**\$117.50** Subtotal for Vendor

## WASTE WATER TREATMENT

1276/153861 201 SEWER

\$324,763.32  
**\$324,763.32** Subtotal for Dept. Sewer  
**\$324,763.32** Subtotal for Vendor

## WEBWARE SOLUTIONS LLC

2 WEBWARE SOLUTIONS SERVICE

\$1,188.00  
**\$1,188.00** Subtotal for Dept. Police  
**\$1,188.00** Subtotal for Vendor

## WESTERN STATES FIRE PROTECTION

WSF096398 SPRINKLER INSPECTION

\$2,770.00  
**\$2,770.00** Subtotal for Dept. Balefill  
**\$2,770.00** Subtotal for Vendor

## WESTERN WATER CONSULTANTS, INC.

142020015 ROBERTSON ROAD TRAIL EXTENSION  
142020015 ROBERTSON ROAD TRAIL EXTENSION

\$30.65  
\$122.60  
**\$153.25** Subtotal for Dept. Parks

RIN0027957 15TH & ELMS STREET  
160580016 K STREET IMPROVEMENTS

\$1,794.56  
\$107.01  
**\$1,901.57** Subtotal for Dept. Sewer

160080016 15TH & ELM STREET IMPROVEMENTS  
130130048 MIDWEST AVE RECONSTRUCTION  
160580016 K STREET IMPROVEMENTS  
160580016 K STREET IMPROVEMENTS

\$11,595.61  
\$7,525.99  
\$1,189.00  
\$998.76  
**\$21,309.36** Subtotal for Dept. Streets

160580016 K STREET IMPROVEMENTS

\$83.23

# Bills and Claims

City of Casper

02-Aug-17 to 15-Aug-17

## WESTERN WATER CONSULTANTS, INC.

RIN0027957 15TH & ELM STREET

\$414.13  
**\$497.36** Subtotal for Dept. Water  
**\$23,861.54** Subtotal for Vendor

## WILLIAM CHAMBERS

RIN0027954 TRAVEL EXPENSES

\$716.90  
**\$716.90** Subtotal for Dept. City Attorney  
**\$716.90** Subtotal for Vendor

## WY. DEPT. OF TRANSPORTATION

000090070 WY BLVD AND EAST 12TH STREET

\$77,384.45  
**\$77,384.45** Subtotal for Dept. Water  
**\$77,384.45** Subtotal for Vendor

## WY. LAW ENFORCEMENT ACADEMY

S-10202 CORONER BASIC TRAINING  
S-10198 DEATH INVESTIGATION TRAINING

\$1,305.00  
\$435.00  
**\$1,740.00** Subtotal for Dept. Police  
**\$1,740.00** Subtotal for Vendor

## WY. PEACE OFFICERS ASSOC.

RIN0027950 CONFERENCE REGISTRATION  
RIN0027938 CONFERENCE REGISTRATION

\$125.00  
\$125.00  
**\$250.00** Subtotal for Dept. Police  
**\$250.00** Subtotal for Vendor

## WYOMING FOOD BANK OF THE ROCKIES

201701 ONE CENT FUNDING

\$91,475.00  
**\$91,475.00** Subtotal for Dept. One Cent #15  
**\$91,475.00** Subtotal for Vendor

## WYOMING MEDICAL CENTER

1707800060 INVESTIGATION

\$310.00  
**\$310.00** Subtotal for Dept. Police  
**\$310.00** Subtotal for Vendor

**Grand Total \$3,828,337.81**

Approved By:

On:

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 08/15/17

**Payroll Disbursements**

|         |                       |    |              |
|---------|-----------------------|----|--------------|
| 7/31/17 | EXCEPTION PAYROLL     | \$ | 828.00       |
| 7/31/17 | BENEFITS & DEDUCTIONS | \$ | 145.03       |
| 8/1/17  | FIRE PAYROLL          | \$ | 171,302.87   |
| 8/1/17  | BENEFITS & DEDUCTIONS | \$ | 31,451.11    |
| 8/10/17 | CITY PAYROLL          | \$ | 1,130,037.17 |
| 8/10/17 | BENEFITS & DEDUCTIONS | \$ | 191,391.31   |

|                      |                               |
|----------------------|-------------------------------|
| <b>Total Payroll</b> | <u><u>\$ 1,525,155.49</u></u> |
|----------------------|-------------------------------|

**Additional Fees**

|                   |                    |
|-------------------|--------------------|
| <b>Total Fees</b> | <u><u>\$ -</u></u> |
|-------------------|--------------------|

|         |                            |    |        |
|---------|----------------------------|----|--------|
| 7/27/17 | Prewrits - utility refunds | \$ | 525.39 |
|---------|----------------------------|----|--------|

|                            |                         |
|----------------------------|-------------------------|
| <b>Total Additional AP</b> | <u><u>\$ 525.39</u></u> |
|----------------------------|-------------------------|

August 11, 2017

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Establishing Date of Public Hearing for Consideration of an Ordinance to rezone 205 South Minnesota Avenue from R-2 (One Unit Residential) to C-2 (General Business)

Meeting Type & Date: Regular Council Meeting, August 15, 2017.

Action Type: Establish Public Hearing for September 5, 2017.

Recommendation: That Council, by minute action, establish September 5, 2017 as the date of public hearing for an Ordinance considering approval of a zone change of Lot 4 and portion of Lot 5, Block 8, "East Terraces" Addition, located at 205 South Minnesota Avenue, from R-2 (One Unit Residential) to C-2 (General Business).

Summary: The Casper City Council is being presented with a zone change request for Lot 4 and portion of Lot 5, Block 8, "East Terraces" Addition, located at 205 South Minnesota Avenue, from R-2 (One Unit Residential) to C-2 (General Business).

The Planning and Zoning Commission reviewed the proposed zone change at its July 20, 2017 public hearing. Prior to the public hearing, the City had received two (2) letters of opposition to the zone change. There were no public comments either for or against the zone change at the public hearing. The Planning and Zoning Commission voted to approve the zone change and to forward a "do-pass" recommendation to the City Council.

As required by City Code and State Statute, a legal notice was published in the Casper Star-Tribune, for the Planning and Zoning Commission public hearing. Public notices were sent to all property owners within three hundred (300) feet of the subject property by First Class Mail, and the property was posted with an informational sign.

Prior to the City Council public hearing, legal notice was published a second time in the Casper Star-Tribune and public notices were mailed to all property owners within three hundred (300) feet of the subject property.

As is customary with all items being considered by the Planning and Zoning Commission and the City Council, both public hearings were also advertised on the City's website (casperwy.gov).

Financial Considerations: None.

Oversight/Project Responsibility: Craig Collins, City Planner, is tasked with applying Casper's Municipal Code land use regulations.

Attachments: N/A

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 1<sup>st</sup> day of August, 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:

Walter Brown

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

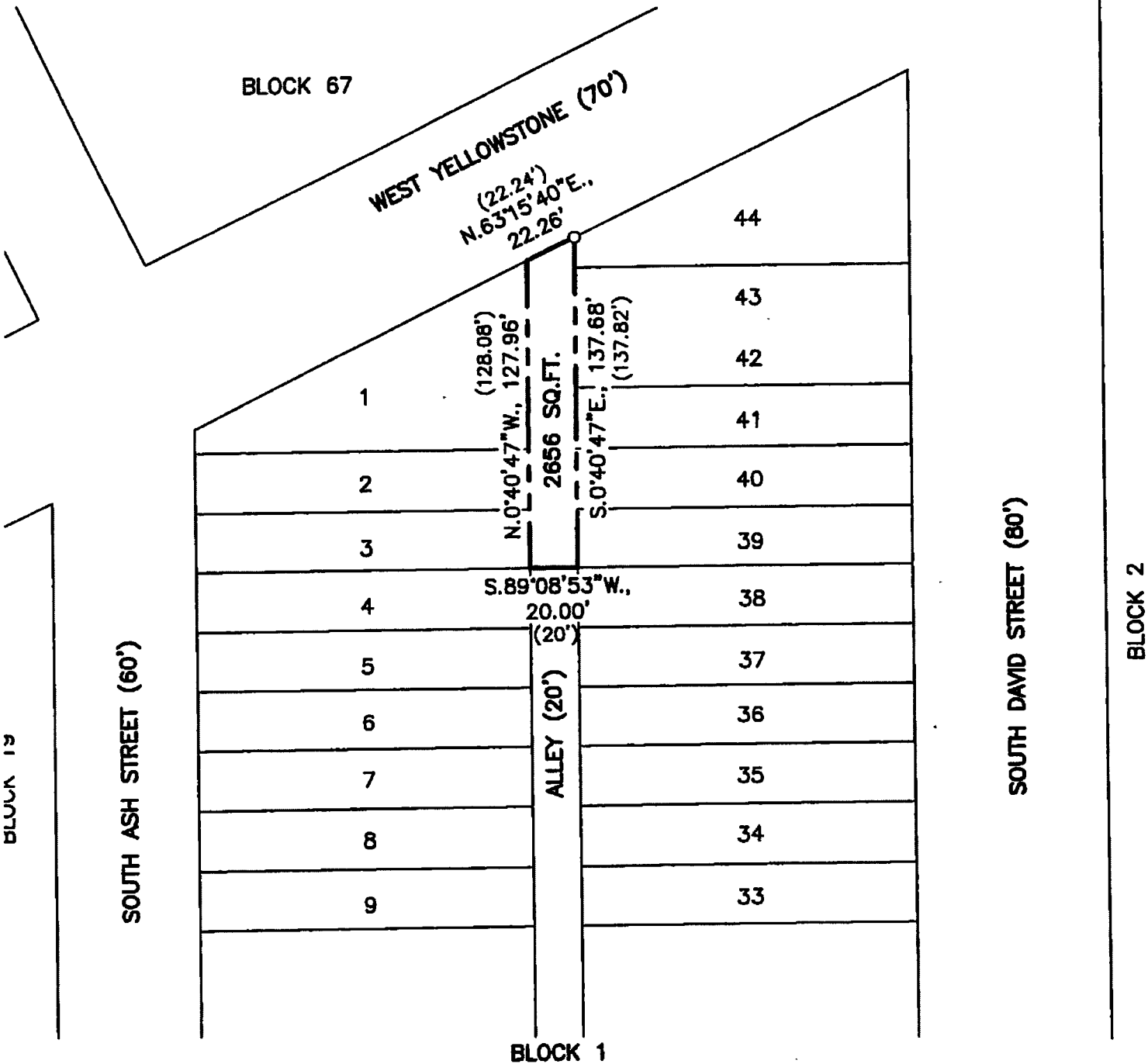
FOR

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

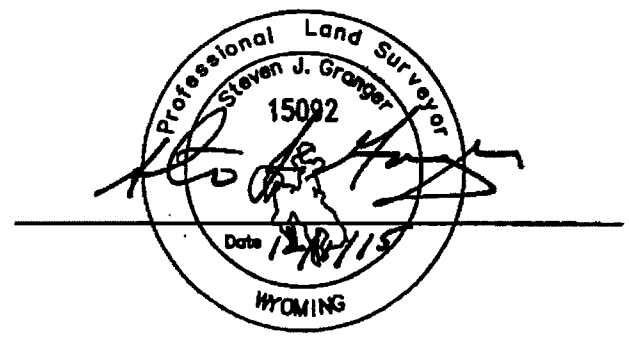
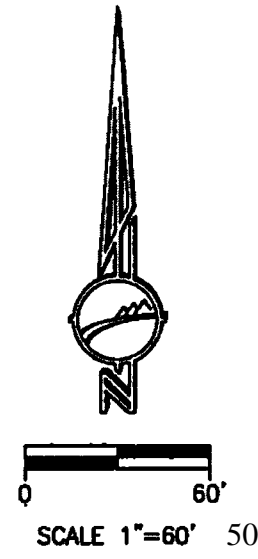
EXHIBIT A

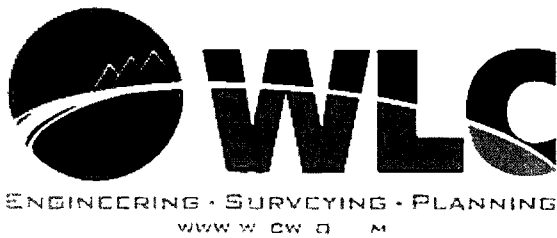


BASIS OF BEARING  
STATE PLANE COORDINATES—NAD83/86  
WYOMING EAST CENTRAL ZONE  
GRID DISTANCES—US SURVEY FOOT

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 17, 2017

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Geer Fabrication Services, in the Amount of \$55,000.00, for the Casper Events Center Hairpin Rails Installation, Project No. 17-054.

Meeting Type & Date  
Regular Council Meeting  
August 15, 2017

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Geer Fabrication Services, for construction of the Casper Events Center Hairpin Rails Installation, Project No. 17-054, for the base bid amount of \$49,068.60. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$5,931.40, for a total project amount of \$55,000.00.

Summary

On July 14, 2017, bids were received from four (4) contractors for construction of the Casper Events Center Hairpin Rails Installation Project. The bids for the work were as follows:

| <u>CONTRACTOR</u>                | <u>LOCATION</u>          | <u>BASE BID</u>     |
|----------------------------------|--------------------------|---------------------|
| <b>Geer Fabrication Services</b> | <b>Gillette, Wyoming</b> | <b>\$ 49,068.60</b> |
| Zitterkopf Construction          | Casper, Wyoming          | \$ 56,586.25        |
| Haass Construction               | Casper, Wyoming          | \$ 69,799.10        |
| Double D Welding                 | Mills, Wyoming           | \$ 78,810.00        |

The Engineering Office estimate for the project was \$75,000.00.

The Casper Events Center has planned multiple projects to improve accessibility, security and quality for users of the facility. Hairpin rails, which allow users of the arena to safely walk up and down the aisle stairways, exist only in a limited portion of the arena since the 1990's. Users who need railing to move up and down stairs can only use the curved, west end of the arena. This project will install hairpin rails along all other aisles in the arena and allow for full accessibility for these users. The hairpin rails project was recently designated as one of the facility's highest priorities for accessibility.

Plans for the project include fabrication and painting of railings, installation of anchors into existing concrete stairs, and attachment of the rails with plates and hardware. Council authorized staff to move forward with this project at a previous Council Work Session. Construction of the improvements is to be substantially complete by December 1, 2017

Financial Considerations

Funding for the project will be from one-time, Capital Funds allocated to Casper Events Center Projects.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution

Agreement

Bid Form

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR  
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Geer Fabrication Services, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make improvements to the Casper Events Center by installation of new hairpin rails for accessibility along aisles with steps; and,

WHEREAS, Geer Fabrication Services, is able and willing to provide those services specified as the City of Casper, Casper Events Center Hairpin Rails Installation, Project No. 17-054.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, Casper Events Center Hairpin Rails Installation, Project No. 17-054.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by December 1, 2017, and completed and ready for final payment in accordance with Article 14 of the General Conditions by December 8, 2017.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall

neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Forty-Nine Thousand Sixty Eight and 60/100 Dollars (\$49,068.60), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

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

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made so the current retainage is equal to ten percent (10%) of the Work complete.

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

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five

percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

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

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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



- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1,2.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.

- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: Casper Events Center Hairpin Rails Installation – Sheet A

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

*(this space intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(Casper Events Center Hairpin Rails Installation, Project 17-054)

Wally Drenth

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

CONTRACTOR:

Geer Fabrication Services

150 Bare Buttes Road

Gillette, WY 82718

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

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

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

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

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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

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

Tracey L. Belser

Kenyne Humphrey

Title: City Clerk

Title: Mayor



- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 49,069<sup>00</sup>  
 TOTAL BASE BID, IN WORDS: Forty nine thousand  
sixty nine DOLLARS.

TOTAL BID ALTERNATE, IN NUMERALS: \$ 9,100<sup>00</sup>  
 TOTAL BID ALTERNATE, IN WORDS: Nine thousand  
one hundred DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Itemized Bid Schedule.
  - C. Copy of Certificate of Residency, if bidding as a resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder:

P.O. Box 1175  
Gillette, WY 82717

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

Submitted on July 13, 2017.

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

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Geer Investments, LLC dba Geer Fabrication Services (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Lisa J Geer (seal)

(Title) owner

(Seal)

Attest: \_\_\_\_\_

Business Address: ~~P.O. Box 1175~~ 150 Bare Buttes Rd  
Gillette, WY 82718

Phone Number: 307-686-5001

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

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

**BID SCHEDULE**  
**CASPER EVENTS CENTER HAIRPIN RAILS INSTALLATION**  
 Project No. 17-054

Bid Date: July 14, 2017

COMPANY NAME: Greer Fab  
 ADDRESS: PO Box 1175  
Gillette, WY 82717

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum      R&R = Remove and Replace      LF = Linear Feet      F&I = Furnish and Install  
 SY = Square Yard      FA = Force Account      CY = Cubic Yard      EA = Each

| ITEM                  |                                | BASE BID SCHEDULE |          |             |                     |
|-----------------------|--------------------------------|-------------------|----------|-------------|---------------------|
| NO.                   | DESCRIPTION                    | UNIT              | QUANTITY | UNIT COST   | TOTAL COST          |
| 1                     | Mobilization/Insurance/Bonding | LS                | 1        | \$ 6,000.00 | \$ 6,000.00         |
| 2                     | F&I New Hairpin Rail Assembly  | EA                | 355      | \$ 114.82   | \$ 40,761.50        |
| 3                     | Paint Hairpin Rail Assembly    | EA                | 355      | \$ 6.50     | \$ 2,307.50         |
| <b>TOTAL BASE BID</b> |                                |                   |          |             | <b>\$ 49,069.00</b> |

| ITEM                  |   | BID ALTERNATE BID SCHEDULE |          |           |                    |
|-----------------------|---|----------------------------|----------|-----------|--------------------|
| NO.                   | DESCRIPTION   | UNIT                       | QUANTITY | UNIT COST | TOTAL COST         |
| 1A                    | Powder Coat Hairpin Rail Assembly (To Replace Item No. 3 Above) | EA                         | 355      | \$ 25.63  | \$ 9,100.00        |
| <b>TOTAL BASE BID</b> |   |                            |          |           | <b>\$ 9,100.00</b> |



RESOLUTION NO.17-159

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GEER FABRICATION SERVICES, FOR THE CASPER EVENTS CENTER HAIRPIN RAILS INSTALLATION, PROJECT NO.17-054.

WHEREAS, the City of Casper desires to make improvements to the Casper Events Center by installation of new hairpin rails for accessibility along aisles with steps; and,

WHEREAS, Geer Fabrication Services, is able and willing to provide those services specified as the Casper Events Center Hairpin Rails Installation, Project 17-054; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Geer Fabrication Services, for those services, in the amount of Forty-Nine Thousand Sixty-Eight and 60/100 Dollars (\$49,068.60).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Forty-Nine Thousand Sixty-Eight and 60/100 Dollars (\$49,068.60), and Five Thousand Nine Hundred Thirty-One and 40/100 Dollars (\$5,931.40) for a construction contingency account, for a total price of Fifty-Five Thousand and 00/100 Dollars (\$55,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

(Casper Events Center Hairpin Rails Installation, Project No. 17-054)



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

July 24, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer P.E., Public Services Director }  
Kenneth King, Fire Chief }  
Ethan Yonker P.E., Associate Engineer }

SUBJECT: Authorizing a Contract for Professional Services with GSG Architecture for the Design and Construction Administration Services for the New Casper Fire Station No. 5, Project 16-050, in the Amount of \$261,726.00.

Meeting Type & Date

Regular Council Meeting  
August 15, 2017

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a contract for professional services with GSG Architecture for the design and construction administration services for the new Casper Fire Station No. 5, Project No. 16-050, located at the intersection of Pay It Forward Drive and Landmark Drive, in the amount of \$261,726.00.

Summary

The City of Casper Fire-EMS Department is one of the City's primary responders for public safety issues. They respond to not only fires, but also to hazardous material incidents, rescue operations, traffic accidents, and medical and weather emergencies. They also provide building inspections, evacuation and emergency management, and public safety training. These services are provided primarily out of the five fire stations located around the Casper community.

The City's Engineering Division advertised a Request for Proposal and received five (5) qualified responses for the replacement of the existing Fire Station No. 5 at 4000 East 15<sup>th</sup> Street. Based on qualifications, the City shortlisted three firms for interviews and reviewed price proposals. The City conducted interviews and selected GSG Architecture based on team qualification and fee.

Under the terms of this contract for professional services, GSG Architecture will provide all design and construction administration services necessary to construct the new fire station at the intersection of Pay it Forward Drive and Landmark Drive. Design services include the development of a written program, construction cost estimating, site surveying and layout, and geotechnical investigation. The design will continue through schematic design into the design development phase, and will include all necessary structural, mechanical and electrical components necessary to construct the project. Construction administration services include construction observation and inspection, material testing, field surveying, reviewing and preparing construction pay estimates, preparing record drawings showing actual as-constructed

conditions of the project, meetings with the City and contractor, and reviewing and approving shop and material product data.

Financial Considerations

Funding for the project will come from 1% #15 funds allocated for design and construction of Fire Station #5.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments

Resolution

Agreement

# 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. GSG Architecture, 606 South David Street, Casper, Wyoming, 82601 (“Consultant”).

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

### RECITALS

A. The City is undertaking construction of Fire Station No. 5.

B. The project requires professional services for architectural design and construction administration.

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

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

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

1. SCOPE OF SERVICES:

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

The project includes the construction design and construction administration for a new Fire Station #5 to be located on the empty corner lot east of Landmark Drive and south of Pay It Forward Drive. The Consultant understands the purpose of this project is to prepare design documents, assist in bidding, and all construction administrative services to complete the construction of Fire Station No. 5. The Consultant understands that Three Million Six Hundred Thousand Dollars (\$3,600,000) is available for this project in its entirety. The budget covers all expenses such as architectural fees, construction improvements and a construction contingency, materials testing, and construction administration.

The Consultant will be responsible for the retention and payment of all its sub-consultants in order to complete the objective of this agreement. These sub-consultants may include, but are not limited to, geotechnical engineers, civil engineers, mechanical engineers, electrical engineers, and structural engineers.

A. Program Development and Projected Construction Cost Estimate

1. Consultant shall conduct a series of surveys, data collection and meetings to determine the conceptual needs, followed by the development of a written program. The projected construction costs will be developed for all options identified in the written program.
2. The Consultant shall conduct a Geotechnical Investigation for the fire station and parking lot. The consultant will be responsible for hiring and paying for geotechnical services. The geotechnical report shall contain information necessary to construct the fire station and parking lot. Information shall contain, but not be limited to, soil characteristic and engineering properties; soil classification; and, foundation recommendations and pavement sections.
3. The Consultant shall meet with the Owner as necessary during the preliminary design. The purposes of the meetings are to discuss the status of the project, budget, and to review and approve design concepts on the construction drawings and specifications.

B. Schematic Design and Design Development

1. Based on the approved written program, the Consultant shall prepare a schematic design, incorporating the total building elements of the site, structure, and mechanical/electrical systems. The final version of the schematic design shall include color rendered copies of the site plan, floor plans and exterior elevations.
2. The Consultant shall develop and provide detailed construction drawings covering topographic surveys; site removal and layout plan; site grading plan; floor plan and section details, structural details and other details covering room finish schedules, door and frame details, building elevations; foundation and floor framing plans; roof framing and detail plans; schematic drawings and detail sheets associated with electrical, mechanical, air conditioning, gas, water, sewer, and other drawings as necessary to provide complete construction documents. The Consultant shall ensure that the plans are compliant with fire industry standards.
3. The Consultant shall prepare a set of contract documents in order to publicly advertise and let bids for construction of the Project. Contract documents shall consist of bidding specifications, technical specifications, construction drawings, and all testing requirements.

4. Consultant shall provide the Owner four (4) copies of the preliminary construction drawings and project manuals for review.
5. The Consultant shall coordinate all AutoCAD requirements to ensure one hundred percent (100%) compatibility with the Owner's CAD system and in accordance of Casper Municipal Code 16.16.020.
6. The Consultant shall prepare a project cost estimate when construction documents are at approximately fifty percent (50%) complete, and two (2) weeks prior to public advertisement.
7. The Consultant shall meet with representatives of the Owner when construction drawings and technical specifications are approximately fifty percent (50%) complete and two (2) weeks prior to public advertisement to review and approve of design concepts.

C. Sub-consultants.

1. The Consultant shall procure all necessary sub-consultants to complete the work, including, but not limited to, geotechnical engineers, civil engineers, mechanical engineers, electrical engineers, and structural engineers.
2. The Owner and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

D. Project Manual

1. The Consultant shall prepare Technical Specifications covering the required work for the new building and site plan improvements.
2. The Consultant shall prepare a bid schedule to accompany the Owner's Bid Form.
3. The Consultant shall edit "front-end" documents of project manual supplied by the City Engineering Office. Documents supplied will consist of the EJCDC 1996 edition General Conditions and contract documents; Advertisement for Bids; Instructions to Bidders; Bid Form; Performance and Payment Bond forms; Bid Bond Form; Form of Agreement between Owner and Contractor and, Supplementary Conditions. The Consultant shall review these documents, insert modifications where appropriate, and return them for final review. After final review by the City, the Consultant shall incorporate all comments into the Project Manual.

E. Bidding Services

1. The Consultant shall provide the City Engineering Office four (4) sets of Bidding Documents at the completion of the design. The Consultant shall affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
2. The Consultant shall provide a list of qualified bidders and assist with solicitation to bidders.
3. The Consultant shall conduct a pre-bid meeting, take meeting minutes, submit meeting minutes to the City for review and approval, and distribute as needed.
4. The Consultant shall prepare addenda to the bid documents, as required.
5. The Consultant shall assist in the evaluation of bids and award of the contract to the successful bidder.

F. Contract Administration and Observations

1. The Consultant shall conduct a pre-construction meeting with the Contractor at the jobsite to review each work item, construction quality control, and phasing of the work. Consultant shall take meeting minutes, submit meeting minutes to the City for review and approval, and distribute as needed.
2. The Consultant shall review shop drawings and material sample submittals for conformance with the intent of the design documents. Consultant shall distribute all approved shop drawings to the contractor and owner.
3. The Consultant shall make visits to the job-site at intervals appropriate to the various stages of construction to observe the progress and quality of the contractor's work. Consultant shall create a field observation report for every site visit and submit to owner no less than once a month.
4. Consultant shall provide for, and retain, a sub-consultant for material testing as specified in the Contract Documents.
5. The Consultant shall attend progress meetings every two weeks beginning with the start of construction.
6. The Consultant shall issue necessary interpretations and clarifications of the contract documents and assist in the resolution of problems or conflicts due to unforeseen latent conditions.



7. The Consultant shall review contractor pay requests and advise Owner accordingly with a recommendation to pay.
8. The Consultant shall prepare a punchlist near project completion and conduct a final project review of punchlist items addressed by the contractor.

Record Drawings. Consultant shall provide the Owner one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) 11"x 17" hard copy and PDF copy of record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and AutoCAD format compatible with the Owners system per Casper Municipal Code 16.16.020, labeled as "Record Drawings – CASPER FIRE – EMS STATION NO. 5." All submittals shall be dated.

2. TIME OF PERFORMANCE:

The design services of the Consultant shall be undertaken and completed on or before the 18<sup>th</sup> day of December, 2017.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with the attached Exhibit A, not to exceed a ceiling amount of Two Hundred Sixty-One Thousand Seven Hundred Twenty-Six Dollars (\$261,726.00). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. Consultant 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 Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

The rest of this page is intentionally left blank

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

APPROVED AS TO FORM

Walker Fremont

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONSULTANT  
GSG Architecture

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

By: James G. Hallum

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

Printed Name: JAMES G. HALLUM

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

Title: PRINCIPAL

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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



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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

## EXHIBIT A

November 14, 2016

Ethan Yonker, E.I.T., Associate Engineer  
City of Casper Public Services Department  
200 N. David Street  
Casper, Wyoming 82601

Re: Proposal for Professional Design Services  
Casper Fire-EMS Station No. 5

Dear Ethan:

It is with pleasure that GSG Architecture presents this **revised** proposal for professional design services to the City of Casper for the Fire-EMS Station No. 5 project. We are prepared to enter into a contract per the outlined scope, schedule and fee as described below.

### **Understanding of the Project**

It is our understanding that the chosen property is Lot 4 of the Blackmore Marketplace Addition No.7; located east of Landmark Drive and south of Pay It Forward Drive. It is also our understanding that the building concept/design, structural, mechanical, and electrical building systems will be consistent with the design of Casper Fire-EMS Station No. 6 located at the corner of Valley Drive and Iris Street in Paradise Valley, having three emergency vehicle apparatus bays instead of five. Scaling down the square footage, we anticipate the size of the new Station No. 5 will be approximately 9,730 to 10,500 sf. Our services include making minor interior layout modifications to the living quarters areas represented in the design of Station No. 6 in order to accommodate the Fire-EMS Department's desired changes and program requirements. Finally, it is ultimately understood that a total re-design and new concept is not included as a part of our scope of services. If a new concept and/or total re-design is directed, we will be happy to assist in developing a new scope of work and proposal.

Even though a preliminary opinion of construction costs was not requested in the RFP, GSG estimates that the construction cost (exclusive of design fees, Owner provided FF&E, utility service extensions and contingencies) could range between \$2.8 and \$3.1 million.

GSGarchitecture

### **Our Design Team**

Architect of Record: GSG Architecture, P.C.  
Lisa Hubbard, AIA, LEED AP – Principal  
Shane Cates, NCARB – Project Manager  
Britney Sulzen, Architect in Training  
Survey, Civil Engineering: ECS, Inc., Casper  
Geotechnical Engineering Study and Materials Testing: Strata, Casper  
Structural Engineering: Lower & Company, Casper  
Mechanical and Electrical Engineering: West Plains Engineering, Casper  
Landscape Architecture: Russell + Mills Studios, Fort Collins, CO

### **Proposed Schedule**

Based on GSG's experience with the current construction schedule for Fire-EMS Station No. 6, and with the intent of realizing an earlier construction start and pre-winter dry-in date, GSG's team recommends slightly accelerating the project schedule as follows:

**Survey, Geotechnical Investigation and Schematic Design – 5 weeks**  
(January 3 – February 3, 2017)

**Design Development – 4 weeks**  
(February 6 – March 3, 2017)

**Construction Documents – 8 weeks**  
(March 6 – April 28, 2017)

**Bidding Period – 4 weeks**  
(May 1 – May 26, 2017)

**Contract Award, Construction Administration & Post Construction –**  
**Approx. 12 months**  
(June 20, 2017 – June 16, 2018)

**Proposed Fee:**

As compensation for the above services, a not-to-exceed amount of **\$261,726.00** is proposed and estimated per phase as follows:

|  |                     |
|--|---------------------|
| Schematic Design (Including Survey & Geotechnical Study)                           | \$ 35,096.00        |
| Design Development   | \$ 35,181.00        |
| Construction Documents<br>(Including Site Plan Submittal & Conditional Use Permit) | \$ 52,971.00        |
| Bidding Assistance   | \$ 11,865.00        |
| Contract Administration (Including Materials Testing)                              | <u>\$126,613.00</u> |
| <b>Total Not-To-Exceed Amount</b>  | <b>\$261,726.00</b> |

All of the design team's expenses related to the project are included in the above fees; including (4) hard copy sets of final bid documents for distribution to the City of Casper. Costs for printing additional sets over and above this quantity will be invoiced at cost.

Please call if you have any questions regarding our proposal.

Sincerely,



Lisa M. Hubbard, AIA, LEED AP  
Project Principal

**SCHEDULE OF COMPENSATION FOR PROFESSIONAL SERVICES**

**Effective May 1, 2016**

| <b>Position</b>        | <b>Hourly Rate</b> |
|------------------------|--------------------|
| Principal              | \$ 175.00          |
| Project Architect      | \$ 145.00          |
| Senior Project Manager | \$ 115.00          |
| Structural Engineering | \$ 110.00          |
| Project Manager        | \$ 95.00           |
| Intern II              | \$ 85.00           |
| Intern I               | \$ 70.00           |
| Architectural Staff II | \$ 85.00           |
| Architectural Staff I  | \$ 70.00           |
| Administrative Staff   | \$ 65.00           |

**Consultant Services:**

Consultants will be billed at their cost plus a 10% administrative fee.

**Reimbursable Expenses:**

Expenses incurred in connection with the project will be billed at cost with 10% administrative fee. Examples of such expenses include travel, outsourced reproduction costs for final construction documents, conference call telephone services, shipping and postage.

RESOLUTION NO. 17-160

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GSG ARCHITECTURE FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEW CASPER FIRE STATION NO. 5.

WHEREAS, the City of Casper desires to secure a local architectural firm to provide design and construction administration services for the new Casper Fire Station No. 5, Project No. 16-050; and,

WHEREAS, GSG Architecture is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with GSG.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the Agreement, for a total amount not to exceed Two Hundred Sixty-One Thousand Seven Hundred Twenty-Six Dollars (\$261,726.00).

PASSED, APPROVED, AND ADOPTED 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 24, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Accepting a Grant from the Wyoming Water Development Commission in the amount of \$852,910 for the CY Booster Station Replacement Project, No. 16-024

Meeting Type & Date:  
Regular Council Meeting  
August 15, 2017

Action Type:  
Resolution

Recommendation:  
That Council, by resolution, accept a Grant from the Wyoming Water Development Commission (WWDC), in the amount of \$852,910, for the CY Booster Station Replacement Project.

Summary:  
The CY Booster Station was built in 1953 and provides water to Valley Hills and Sunrise I water storage tanks, serving approximately 8,000 residents in Zone II. The facility was expanded in 1981 which included new valve assemblies, fittings and piping. The existing pumps have been rebuilt several times and have been operating for over forty (40) years. Due to the age of the facility and equipment, a new booster station is recommended with new pumps sized for future growth in Zone II.

On August 2, 2016, Council approved the submission of a grant application to the WWDC requesting funding to support the CY Booster Station Replacement Project. The grant application has been approved, and a grant agreement has been proposed by the WWDC to fund 67% or \$852,910 of the project costs with the remaining 33% paid by the City. The projected cost for this project is \$1,273,000.

The project includes a new booster station located on the same site as the existing facility near the existing 1 million gallon water storage tank. The existing facility will remain in operation until construction of the new facility is completed and put into operation.

Financial Considerations:  
The improvements will be funded through a 67% or \$852,910 grant from the Wyoming Water Development Commission. The 33% local match of \$420,090 will be obtained from FY18 Water Fund Reserves.

Oversight/Project Responsibility:  
Alex Sveda, Associate Engineer

Attachments:  
Resolution  
Two Original Grant Agreements



**PROJECT AGREEMENT**  
**CASPER CY BOOSTER STATION REPLACEMENT 2017 PROJECT**  
**MSC No. \_\_\_\_\_**

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION [COMMISSION], the agency authorized by law to enter into this Agreement, and the CITY OF CASPER, Natrona COUNTY, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

2. **Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Casper CY Booster Station Replacement 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of pumping facilities; and
- (b) Appurtenances necessary to make the PROJECT function in the manner intended.

The final plans and specifications as prepared by a registered professional engineer selected by the SPONSOR [SPONSOR'S ENGINEER] will further define the PROJECT components.

3. **Term of Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein have been fully satisfied.

4. **Special Provisions.**

A. The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124 (a)(ii), to the COMMISSION, a sum not to exceed EIGHT HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED TEN DOLLARS (\$852,910.00) which will be a grant of not more than EIGHT HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED TEN DOLLARS (\$852,910.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which must be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) of the project funds from other sources.

B. Prior to the release of funds under this Agreement, the SPONSOR shall submit to the COMMISSION a copy of a resolution approved by the city council authorizing participation in this project and accepting the financing package. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

C. Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

D. Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to defray construction costs identified in the final plans and specifications or authorized by approved change orders, to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S

ENGINEER, to pay for consultants, permits, easements or land essential to construction of the PROJECT, and to meet necessary and reasonable PROJECT expenses or costs not directly identified above which have been granted prior written approval by the COMMISSION. Requests for prior approval of necessary and reasonable PROJECT expenses shall be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.

**E.** As conditions for disbursing funds to the SPONSOR, the SPONSOR shall:

- (1) Provide to the COMMISSION for prior examination of and concurrence with all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the contract documents.
- (2) Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and project award.
- (3) Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%) and ninety (90%) levels of completion of the PROJECT plans.
- (4) Comply with all applicable State statutes regarding contractor retainage accounts.
- (5) Provide to the COMMISSION a summary of bids received by the SPONSOR'S ENGINEER.
- (6) Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.
- (7) Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect, and monitor construction of the PROJECT. Said review shall include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.
- (8) Prior to incurring any cost increases to the PROJECT, submit all proposed cost increases to the COMMISSION for review and written concurrence. The SPONSOR shall execute an amendment or change order for all changes to the engineer or contractor's contract.

**F.** The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION will have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR will have a reasonable time within which to 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT.

**G.** Once the COMMISSION determines that the plans and specifications are in acceptable form and it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall notify the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the

SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.

H. Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the submissions required under this section, which may include but not necessarily be limited to:

- (1) Right-of-way and option agreements;
- (2) Easements on public lands, if required;
- (3) Environmental assessments;
- (4) Section 401, Clean Water Act, Certification;
- (5) Section 404, Clean Water Act, Permit;
- (6) DEQ Permit to Construct;
- (7) Compliance with Governor's Executive Order 2011-5 Sage Grouse Core Population Area Strategy;
- (8) Final Plans and Specifications approval by State Engineer;
- (9) Incidental work required to prepare the PROJECT for construction; and
- (10) Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.

I. The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the following:

- (1) An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the COMMISSION that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded; and
- (2) The SPONSOR's proposed advertisement for bids from SPONSOR'S ENGINEER, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101 *et. seq.*, and to determine the lowest responsible bid.

J. The SPONSOR shall not issue an award of the bid or any conditional award of the bid without the review and written concurrence of the COMMISSION.

K. The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify all requests for the disbursement of funds and provide material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to the representative of the SPONSOR designated as being responsible for receiving disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

**L.** Sixty-seven percent (67%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant funds. Payments made by the COMMISSION shall be coordinated with the SPONSOR and other funding sources so that the final grant amount provided by the COMMISSION shall not exceed sixty-seven percent (67%) of total eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.

**M.** The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before one (1) year after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.

**N.** Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.

**O.** The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.

**P.** Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the economic life of the project. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.

**Q.** The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2022, and shall have settled all claims and paid all PROJECT expenses by that date. The COMMISSION shall not pay any funds to the SPONSOR after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

**R.** If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.

**S.** Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold

any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Project Agreement.

**5. General Provisions.**

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

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

**C. Audit/Access to Records.** The SPONSOR shall provide the COMMISSION and its representatives access to any of the Sponsor's books, documents, papers, and records which are pertinent to this Agreement.

**D. Availability of Funds.** Each payment obligation of the COMMISSION is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the SPONSOR, the Agreement may be terminated by the COMMISSION at the end of the period for which the funds are available. The COMMISSION shall notify the SPONSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments due or for any damages as a result of termination under this Section. This provision shall not be construed to permit the COMMISSION to terminate this Agreement in order to acquire similar services from another party.

**E. Compliance with Laws.** The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.

**F. Entirety of Agreement.** This Agreement, consisting of seven (7) pages, represents the entire and integrated Agreement between the parties and supersedes all prior or contemporaneous negotiations, representations, and agreements, whether written or oral.

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

**H. Independent Contractor.** The SPONSOR shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms and conditions of this Agreement, the SPONSOR shall be free from control or direction over the details of the performance of services under this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR

or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION or to incur any obligation of any kind on the behalf of the State of Wyoming or the Commission. The SPONSOR agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents and/or employees as a result of this Agreement.

**I. Notice.** Any notice, demand, request or other communication [Notice] made or given by a party under this Agreement shall be made in writing and delivered either personally or by regular mail to the other party at its address as follows:

If to the COMMISSION:

Wyoming Water Development Commission  
6920 Yellowtail Road  
Cheyenne, Wyoming 82002

If to the SPONSOR:

City of Casper  
200 North David Street  
Casper, Wyoming 82601

**J. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved by the Office of the Attorney General, and filed with and approved by the Department of Administration and Information.

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

**L. Sovereign Immunity.** The State of Wyoming and the COMMISSION do not waive sovereign immunity by entering into this Agreement and the SPONSOR does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

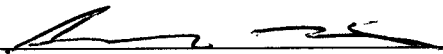
**M. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

**N. Waiver.** The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

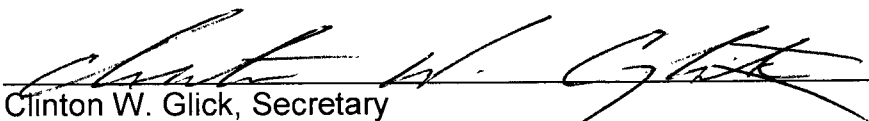
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6. **Signatures.** In witness thereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

**WYOMING WATER DEVELOPMENT COMMISSION**


  
\_\_\_\_\_  
Sheridan Little, Chairman

7/7/17  
Date

  
\_\_\_\_\_  
Clinton W. Glick, Secretary

7-1-17  
Date

ATTEST:

  
\_\_\_\_\_

**CITY OF CASPER**

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

\_\_\_\_\_  
Date

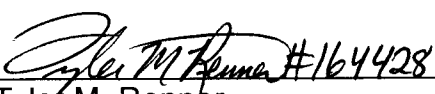
\_\_\_\_\_  
Ray Pacheco, Vice President of Council

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Secretary

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

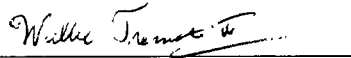
 #164428  
\_\_\_\_\_  
Tyler M. Renner,  
Assistant Attorney General

3/28/17  
Date

APPROVAL AS TO FORM

I have reviewed the attached *WWDC Grant for the CY Booster Station Replacement Project*, and approve them as to form on behalf of the City of Casper, Wyoming.

Dated: July 17, 2017.

  
\_\_\_\_\_  
Wallace Trembath III  
Assistant City Attorney



RESOLUTION NO.17-161

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A  
WWDC GRANT AGREEMENT FOR THE CY BOOSTER  
STATION REPLACEMENT PROJECT.

WHEREAS, the City of Casper desires to replace a domestic water pump station serving pressure zone 2 of the City's water system, otherwise known as the CY Booster Station; and,

WHEREAS, a Wyoming Water Development Commission (WWDC) Grant application submitted by the City of Casper was approved by the WWDC during their November 11, 2016 meeting for the CY Booster Station Replacement Project; and,

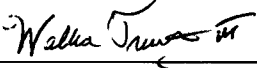
WHEREAS, the City of Casper accepts the conditions of the WWDC Grant Agreement that requires the City of Casper to fund a 33% match of the grant; and,

WHEREAS, the City of Casper agrees to set up or maintain a repair and maintenance fund that meets or exceeds a minimum of \$11,000, annually; 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, a 67% Grant Agreement issued by the WWDC in the amount of Eight Hundred Fifty Two Thousand Nine Hundred Ten and 00/100 Dollars (\$852,910.00) for the CY Booster Station Replacement Project.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_


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
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenye Humphrey  
Mayor

July 24, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Public Services Director   
Carolyn Griffith, Recreation Manager  
BLu McGrath, Recreation Supervisor

SUBJECT: Authorizing a Lease Agreement with the Casper Coyotes Junior Hockey, LLC for Use of the Casper Ice Arena

Meeting Type & Date  
Regular Council Meeting  
August 15, 2017

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize a lease agreement with the Casper Coyotes Junior Hockey, LLC for use of the Casper Ice Arena.

Summary  
The Casper Coyotes Junior Hockey, LLC, a hockey team playing in the Western States Hockey League, has been utilizing the Casper Ice Arena since 2014. The Coyotes have established a foundation of local fans and helped grow the game of ice hockey in Casper and the surrounding area. The team practices at the Casper Ice Arena weekdays where they will also play scheduled games on Friday and Saturday evenings and Sunday afternoons. Practice ice is scheduled at a time when the ice typically sits empty. When the Coyotes are playing at home, most other traditional events can be accommodated.

The attached lease agreement maintains ice rental fees comparable with other user groups at the ice arena. The applicable dates for the proposed lease agreement are September 1, 2017 – June 30, 2021. Other items addressed within this lease agreement include payment schedules, temporary locker room space, and alcohol sales.

Financial Considerations  
Estimated revenue associated with ice time used by the Coyotes is \$22,000

Oversight/Project Responsibility  
BLu McGrath—Recreation Supervisor, Public Services

Attachments  
Lease Agreement with Casper Coyotes Junior Hockey, LLC  
Exhibit A  
Resolution

## LEASE AGREEMENT

THIS AGREEMENT is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF CASPER, a Wyoming municipal corporation doing business as Casper Ice Arena (the "City") located in Natrona County, Wyoming and Casper Coyotes Junior Hockey, LLC,

WITNESSETH:

WHEREAS, the City owns and operates the Casper Ice Arena, located at 1801 East Fourth Street, Casper, Wyoming (the "Arena"); and

WHEREAS, the Coyotes Hockey Club (the "Coyotes"), is an exclusive junior franchise for the Casper area in the Western States Hockey League (the "WSHL"); and

WHEREAS, the Coyotes desire to enter into a nonexclusive lease of the Arena and to reach other accommodations with the City, and the City is willing to enter a nonexclusive lease to the Arena and to define associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. The Lease. The City hereby leases to the Coyotes and the Coyotes agree to rent the Arena on a nonexclusive basis, according to the terms and conditions hereinafter set forth.
2. Term. The term of this lease shall commence on August 16, 2017, and end on June 30, 2018. The Coyotes shall have the option to extend this lease for up to three (3) additional one (1) year terms each under the same terms and conditions contained herein, until June 30, 2021, at which time this lease shall terminate between the parties. The Coyotes shall give the City written notice of the election to exercise this option to extend this lease at least sixty (60) days prior to June 30, 2018, and at least sixty (60) days prior to the end of each annual lease extension thereafter. PROVIDED, HOWEVER, the City shall have the right, within thirty (30) days after receiving notice of lease extension to give written notice to the Coyotes that the City rejects said lease extension, and in such event this lease shall expire and terminate on June 30<sup>th</sup> of the then current lease term.
3. Rent. Hourly rental fees are subject to change each year by a resolution approved by the City Council. The Coyotes shall pay rent to the City according to the following general schedule and rates for the 2017-18 hockey season:
  - a. Practice time from each day's opening of the Arena until 1:30 pm on weekdays: Sixty-Two Dollars and Fifty Cents (\$62.50) per hour.

- b. Practice time from 1:30 pm through closing of the Arena and all hours on weekends: One Hundred Twenty-Five Dollars (\$125) per hour.
  - c. Game time: One Hundred Twenty-Five Dollars (\$125) per hour for actual ice time usage with a minimum charge based on three (3) hours use. Beyond three (3) hours, rent shall be assessed at a rate of Thirty-One Dollars and Twenty Five Cents (\$31.25) per 15-minute increment used thereafter.
  - d. The Coyotes' practice and game schedule is listed in Exhibit "A". If this agreement is renewed, pursuant to Section 2, for additional terms, Exhibit A for the applicable current season shall become the schedule proposed by the Coyotes in its written notice under Section 2.
  - e. If additional practice or game times are requested by the Coyotes and approved by the City, the Coyotes will pay the City the appropriate rate as described in subsections a. and b. Scheduling of additional practices or game times is subject to Arena availability and other schedule commitments and solely at the discretion of the City.
  - f. Cancellations of scheduled practice and game times will be allowed, and pre-paid rent will be adjusted downward, provided that a cancellation notice is provided in writing to the City in care of the Public Services Director or his designated appointee at least ten (10) days prior to the scheduled practice or game. Furthermore, adjustments to pre-paid rent will be made by the City, if, in its judgment, an event is canceled as a result of inclement weather or other circumstance beyond the reasonable control of the Coyotes which prevents advance notification of the City.
  - g. Office and skybox space formerly known as the Pro Shop: One Hundred Dollars (\$100.00) per month plus 2.5% of gross sales of any items sold utilizing this space.
4. Payment. The City shall invoice Coyotes, on a monthly basis, for ice used during the preceding month, in accordance with the rate identified in Section 3 of this agreement. Coyotes shall pay rent to the City within thirty (30) business days after the date on the invoice. Rent not received on time is subject to a one and one half percent (1.5%) late fee.
  5. Ticket Sales. The City may be a ticket outlet for tickets printed by the Coyotes through the Casper Ice Arena point of sale system. Reimbursement to the Coyotes for tickets sold will be submitted for payment monthly less applicable processing and associated credit card fees for each transaction equaling the amount charged to the City by Active.net.
  6. Concessions. The City shall operate the food and beverage concession facility of the Arena during all of the Coyotes' functions as the City determines appropriate, and the City shall have the sole right to all proceeds from sales through the concession facility. The Coyotes will not bring food or beverage into the Arena or communicate to others any direct or implied authority to bring food or beverage into the Arena without prior arena

management approval. However, prior to game time, the Coyotes may bring in food and non-alcoholic beverages for free distribution to skybox ticket holders in the skybox during games, and non-alcoholic refreshments in the visiting team's locker room.

If the Coyotes comply with the requirements of Wyoming State Statutes (W.S. § 12-4-502) and the Casper Municipal Code (Section 5.08.090), then the Coyotes have the option to sell malt beverages and/or alcohol beverages and non-concession food items in the skybox and on the skybox platform above the stairs provided the following guidelines are adhered to:

- a. Secure a malt beverage permit.
  - b. Liquor liability insurance must be provided with limits no less than Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence.
  - c. If a caterer is being used to serve alcohol, a full retail catering permit is required, and the caterer must provide a certificate of insurance that matches the limits described in b. above. The caterer's policy must name the Coyotes and the City of Casper, its officers, officials, employees and volunteers as additional insureds.
  - d. Ensure that all servers are Training for Interventions Procedures (TIPS) trained.
  - e. Alcoholic beverage sales are limited to 60 minutes prior to scheduled game time and must conclude with no less than 10 minutes remaining on the clock during the 3<sup>rd</sup> period.
  - f. Alcoholic beverages are not permitted in any other area of the Casper Ice Arena other than the skybox, permanent (wooden) rink bleacher area, and the skybox platform above the stairs.
  - g. Ten percent (10%) of gross receipts from all alcoholic beverage, less the cost of the full retail liquor catering permit, and non-concession food item sales are to be paid and receipted into the Ice Arena Concessions within seven (7) days of the date of sales.
  - h. Food items offered for sale by the Coyote organization, must be valued at least one dollar over the highest item offered at the concession stand.
7. Sale of Licensed or League Merchandise. The Coyotes shall have the sole and exclusive right to sell and market in the Arena the licensed merchandise, programs and souvenirs of the Coyotes, the WSHL and other WSHL teams. The Coyotes shall have the sole right to all proceeds from sales of said items provided such merchandise is not similar in nature to items stocked by the Pro Shop located at the Arena. The Coyotes shall coordinate with

the Pro Shop to assure the Coyotes' merchandise does not conflict with the Pro Shop. The City shall allow the Coyotes use of the skate rental counter in the Arena for sales during Coyote games at the Arena. Any other sales locations in the Arena must be approved in advance by the Public Services Director or his designated appointee.

8. Crowd Management. The Coyotes will provide a minimum of three crowd management staff (CM) for games at which alcohol is served and two CM for games without alcohol sales. The Coyotes reserve the right to hire its own crowd management staff, provided, however, that such staff is approved in writing at least ten (10) days in advance by the Public Services Director or his designated appointee. All crowd management personnel shall report to the Event Supervisor as appointed by the City. Any staff hired by the Coyotes shall be at the sole risk and responsibility of the Coyotes for any and all labor laws, wages, and civil or criminal liability for the actions or inactions of said personnel. City approval of the hire of said personnel in no way warrants certification, approval, or endorsement by the City of the qualification or action of said personnel.
  
9. Promotional Activities during Events. Written notice of all promotional activities will be supplied by the Coyotes to the City, in care of the Public Services Director or his designated appointee, at least ten (10) days in advance of the proposed activity and prior to the Coyotes advertising or committing to any promotion. All promotions are subject to prior approval by the Public Services Director or his designated appointee. The Coyotes shall have the sole and exclusive right to conduct promotional activities during its events. The proceeds from said activities shall belong solely to the Coyotes, less any expenses directly incurred by the City as a result of the promotion.
  
10. Insurance and Indemnification and Immunity. The Coyotes agrees to indemnify and hold the City harmless from any and all claims arising out of Coyote's use and/or occupancy of the Arena and/or other City facilities described in this Lease Agreement. To ensure its ability to indemnify the City as agreed, Coyotes will obtain, at its own cost and expense, general liability insurance coverage in amounts not less than the City's maximum liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., currently two hundred fifty thousand dollars (\$250,000.00) to any claimant for any number of claims arising out of a single transaction or occurrence, and five hundred thousand dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence. Coyotes shall also provide property damage insurance in the sum of not less than two hundred fifty thousand dollars (\$250,000) per occurrence. Such insurance shall provide that it will not be canceled without at least thirty (30) days prior written notification to the City, that the City, its Council, employees, officers, officials, and volunteers are to be named as an additional insured, and that it is primary insurance without any right of contribution from any other resource or insurance of the City. Coyotes shall provide the City with a certificate of insurance, including necessary

endorsement(s) evidencing such insurance as described above, immediately after execution of this Agreement, and prior to the use of the property listing the City of Casper, its employees, officers, officials, and volunteers as an additional insured. The City's failure to request or review such insurance policies or endorsements shall not affect the City's rights or Coyote's obligations hereunder.

*Coyotes also agree to provide Workers' Compensation Insurance Coverage at statutory limits for their employees.*

It is entirely the obligation of the Coyotes to provide insurance for its personal property and for that of its players, employees and agents. The City assumes no responsibility for such property.

11. Advertising in the Arena. The Coyotes shall have the right to place advertising on the east side dasher board area—(3) eight-foot sections on either side of the goal line at both ends of the rink—in the lobby and above the glass below the Sky Box in the rink area at the discretion of the Public Services Director or his designated appointee, up to six (6) in-ice logos not to exceed 12' x 12' in size each, and custom-wrap the Zamboni. The City will provide this space to the Coyotes; provided, however, the Coyotes shall reimburse the City for all expenses incurred by the City for installation, repair or removal of said advertising, ice paint, logo punch-pounce templates and associated supplies, and all labor associated with installation. The City shall receive a minimum of One Hundred Twenty Dollars (\$120) or ten percent (10%) of advertising revenues, whichever is greater, on dasher boards and in-ice logos. The City shall receive a minimum of One Thousand Dollars (\$1,000) or ten percent (10%) of the advertising sold, whichever is greater, to wrap the Zamboni.
  - a. The City shall place the Coyotes' logo at Center Ice of the Arena at no charge to the Coyotes; however, the logo template and the ice paint must be paid by the Coyotes.
  - b. The Coyotes shall obtain approval from the Public Services Director or his designated appointee prior to installing, repairing, replacing, removing or modifying any advertising.
  
12. Temporary Seating. The City shall provide up to four (4) sets of temporary bleachers in the lobby of the Arena at no charge to the Coyotes. The portable bleachers, each equipped with three rows of seating measuring fifteen feet long, may be placed along the north end of the ice rink outside of the dasher boards in the lobby area. The Coyotes must communicate the desired usage of the temporary bleachers to the Recreation Supervisor responsible for the management of the Ice Arena no less than three (3) days prior to the date usage is desired.

13. Locker Room. The Coyotes shall be permitted to provide a portable building (locker room), not to exceed 82 feet long by 20 feet wide, on the cement pad located to the south of the exterior exit door nearest the southwest corner of the Ice Arena. Access from the Ice Arena to the portable building shall be from Locker Room #6. The Coyotes will have access to the Arena from the portable building during scheduled game and practice times. The Coyotes shall be solely responsible for the installation, set-up, removal and utilities for the portable building. The portable building must be in compliance with all City of Casper building codes and related ordinances. The Coyotes will maintain the outside and inside of the facility to add value to the City property as set by City standard and codes.
14. Bus Parking. The Coyotes shall be permitted to park a team bus in the Ice Arena parking area, subject to prior approval by the Public Services Director or his designated appointee.
15. Bonds. The Coyotes shall provide to the City a payment or performance bond indemnifying and holding harmless the City from any and all liens or claims for all work performed and materials provided for all improvements to the Arena furnished by the Coyotes and to cover restoration of the Arena and grounds after the Coyotes or its agent remove the Locker Room facilities. The amount, form, and issuer of this bond are subject to approval by the City at the City's sole discretion.
16. Improvements. Improvements, with the exception of the portable building referred to in the preceding section, shall become the property of the City upon the expiration of this Lease Agreement. At the termination of this Lease Agreement, the Coyotes will, at its sole cost and expense, remove the portable building referred to in the preceding section and will cap all utilities at ground level, reseed any disturbed ground and remove all materials.
17. Video/Media Deck. The Coyotes and the City agree that the Coyotes may construct a video/media deck within the Arena at a location approved by the Public Services Director or his designated appointee. The plans for the video/media deck must be submitted to the Public Services Director or his designated appointee for approval before construction begins. The Coyotes shall pay for all labor, materials, and permits to construct the video/media deck. At the termination of this Lease Agreement with the Coyotes, the video/media deck will become the property of the City. The Coyotes are solely responsible for furnishing the video/media deck with equipment.



18. Notices. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper  
c/o Public Services Director  
200 North David Street  
Casper, Wyoming 82601

Casper Coyotes Junior Hockey, LLC  
Greg Breed, Managing Partner  
P.O. Box 1840  
Mills, Wyoming 82644

19. Laws and Regulations. The Coyotes shall be solely responsible for compliance with all laws, orders and regulations of federal, state, county and municipal authorities and shall obtain all licenses and permits which may be required for the conduct of its business within the terms of this Lease Agreement.
20. Right to Terminate Lease Agreement. The City or Coyotes may terminate this Agreement anytime by providing thirty (30) days written notice to City or Coyotes of intent to terminate said contract. Notwithstanding the above, the Coyotes shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by Coyotes or any breach of the Agreement by Coyotes.
21. Intent. The Coyotes represent that it has read and agrees to the terms of this Lease Agreement and further agrees that it is the intent of the parties that the Coyotes shall perform all of the services for the compensation set forth in this Lease Agreement. The Coyotes also agree that it is the specific intent of the parties, and a material condition of this Lease Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body.
22. 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.
23. No Third Party Beneficiary Rights. The parties to this Lease Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Lease Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease Agreement shall operate only between the parties to this Lease Agreement, and shall inure solely to the benefit of the parties to this Lease Agreement. The parties to this Lease Agreement intend and expressly agree that only parties signatory to this Lease Agreement shall have any legal or equitable right to seek to enforce this Lease Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease Agreement, or to bring an action for the breach of this Lease Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement the day and year first above written.

APPROVED AS TO FORM:

Walter Trower

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS:

Casper Coyote Junior Hockey, LLC

By: [Signature]

By: [Signature]  
Greg Breed  
Managing Partner

Exhibit "A"

Casper Coyotes 2017/18 proposed game and practice schedule

| DATE       | LOCATION | TIME     | HOME TEAM | AWAY TEAM |
|------------|----------|----------|-----------|-----------|
| 9/29/2017  | CIA      | 7:45 PM  | COYOTES   | SUPERIOR  |
| 9/30/2017  | CIA      | 7:30 PM  | COYOTES   | SUPERIOR  |
| 10/1/2017  | CIA      | 12:05 PM | COYOTES   | SUPERIOR  |
| 10/13/2017 | CIA      | 7:45 PM  | COYOTES   | WICHITA   |
| 10/14/2017 | CIA      | 7:30 PM  | COYOTES   | WICHITA   |
| 10/15/2017 | CIA      | 12:05 PM | COYOTES   | WICHITA   |
| 10/20/2017 | CIA      | 7:45 PM  | COYOTES   | UTAH      |
| 10/21/2017 | CIA      | 7:30 PM  | COYOTES   | UTAH      |
| 10/22/2017 | CIA      | 12:05 PM | COYOTES   | UTAH      |
| 11/17/2017 | CIA      | 7:45 PM  | COYOTES   | OGDEN     |
| 11/18/2017 | CIA      | 7:30 PM  | COYOTES   | OGDEN     |
| 11/19/2017 | CIA      | 12:05 PM | COYOTES   | OGDEN     |
| 11/24/2017 | CIA      | 7:45 PM  | COYOTES   | CHEYENNE  |
| 11/25/2017 | CIA      | 7:30 PM  | COYOTES   | CHEYENNE  |
| 11/26/2017 | CIA      | 12:05 PM | COYOTES   | CHEYENNE  |
| 1/19/2017  | CIA      | 7:45 PM  | COYOTES   | COLORADO  |
| 1/20/2017  | CIA      | 7:30 PM  | COYOTES   | COLORADO  |
| 1/21/2017  | CIA      | 12:05 PM | COYOTES   | COLORADO  |
| 2/4/2017   | CIA      | 7:45 PM  | C OYOTES  | OGDEN     |
| 2/5/2017   | CIA      | 7:30 PM  | COYOTES   | OGDEN     |
| 2/6/2017   | CIA      | 12:05 PM | COYOTES   | OGDEN     |
| 2/16/2017  | CIA      | 7:45 PM  | COYOTES   | UTAH      |
| 2/17/2017  | CIA      | 7:30 PM  | COYOTES   | UTAH      |
| 2/18/2017  | CIA      | 12:05 PM | COYOTES   | UTAH      |

|           |     |          |          |          |
|-----------|-----|----------|----------|----------|
| 3/16/2017 | CIA | 7:45 PM  | COYOTES  | PLAYOFFS |
| 3/17/2017 | CIA | 7:30 PM  | COYOTES  | PLAYOFFS |
| 3/18/2017 | CIA | 12:05 PM | COYOTES  | PLAYOFFS |
| 3/23/2027 | CIA | 7:45 PM  | COYOTES  | PLAYOFFS |
| 3/24/2027 | CIA | 7:30 PM  | COYOTES  | PLAYOFFS |
| 3/25/2027 | CIA | 12:05 PM | COYOTES  | PLAYOFFS |
| 3/30/2017 | CIA | 7:45 PM  | C OYOTES | PLAYOFFS |
| 3/31/2017 | CIA | 7:30 PM  | COYOTES  | PLAYOFFS |
| 4/1/2017  | CIA | 12:05 PM | COYOTES  | PLAYOFFS |
| 4/4/2017  | CIA | 7:45 PM  | COYOTES  | PLAYOFFS |
| 4/5/2017  | CIA | 7:30 PM  | COYOTES  | PLAYOFFS |
| 4/6/2017  | CIA | 12:05 PM | COYOTES  | PLAYOFFS |

Practice:

Monday through Friday, 8:30am-11am, August 25 through March 31.

Additional times negotiable with regard to available ice.

RESOLUTION NO.17-162

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH CASPER COYOTES JUNIOR HOCKEY, LLC, FOR USE OF THE CASPER ICE ARENA.

WHEREAS, the City of Casper is owner and operator of the Casper Ice Arena; and,

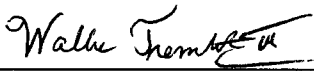
WHEREAS, Casper Coyotes Junior Hockey, LLC, a team in the Western States Hockey League, desires to lease the Casper Ice Arena for practice and game times; and,

WHEREAS, Casper Coyotes Junior Hockey, LLC, and the City of Casper are interested in having a written record setting forth the terms for use of the Casper Ice Arena.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease agreement with Casper Coyotes Junior Hockey, LLC, for use of the Casper Ice Arena.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenye Humphrey  
Mayor

July 24, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Public Services Director   
Carolyn Griffith, Recreation Manager  
BLu McGrath, Recreation Supervisor

SUBJECT: Authorizing a Lease Agreement with the Casper Amateur Hockey Club  
for Use of the Casper Ice Arena

Meeting Type & Date  
Regular Council Meeting  
August 15, 2017

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize a lease agreement with the Casper Amateur Hockey Club for use of the Casper Ice Arena.

Summary  
Each year, a lease agreement with the Casper Amateur Hockey Club (CAHC) for the use of the Ice Arena has either been submitted to Council for approval or the CAHC has renewed the lease within the previous agreement terms. The proposed agreement is similar to the last agreement, with no changes except to the schedule of ice times and an increase of \$5/hour for ice time usage. The applicable dates for the proposed lease agreement are September 1, 2017 – June 30, 2021.

“Exhibit A” reflects anticipated ice time usage for the 2017-18 season. Schedules change annually based on CAHC participation numbers. The attached Exhibit A has been completed in coordination with ice arena management.

Financial Considerations  
Estimated revenue associated with ice time used by the CAHC is \$76,050

Oversight/Project Responsibility  
BLu McGrath—Recreation Supervisor, Public Services

Attachments  
Lease Agreement with Casper Amateur Hockey Club  
Exhibit A  
Resolution

## LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Casper, a Wyoming municipal corporation doing business as Casper Ice Arena (the "City") located in Natrona County, Wyoming and the Casper Amateur Hockey Club, a Wyoming non-profit corporation ("CAHC"), located in Natrona County, Wyoming.

WITNESSETH:

WHEREAS, the City owns and operates the Casper Ice Arena, located at 1801 East Fourth Street, Casper, Wyoming (the "Arena"); and

WHEREAS, CAHC desires to enter into a nonexclusive lease of the Arena and to reach other accommodations with the City, and the City is willing to enter a nonexclusive lease to the Arena and to define associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. The Lease. The City hereby leases to CAHC and CAHC agrees to rent the Arena on a nonexclusive basis, according to the terms and conditions hereinafter set forth.
2. Term. The term of this lease shall commence on September 1, 2017, and end on June 30, 2018. CAHC shall have the option to extend this lease for up to three (3) additional one (1) year terms each under the same terms and conditions contained herein, until June 30, 2021 at which time this lease shall terminate between the parties. CAHC shall give the City written notice of the election to exercise this option to extend this lease at least sixty (60) days prior to June 30, 2018, and at least sixty (60) days prior to the end of each annual lease extension thereafter. PROVIDED, HOWEVER, the City shall have the right, within thirty (30) days after receiving notice of lease extension to give written notice to CAHC that the City rejects said lease extension, and in such event this lease shall expire and terminate on June 30<sup>th</sup> of the then current lease term.
3. Rent. CAHC shall pay rent to the City as follows:
  - a. The CAHC practice and game schedule, and hourly rental fee, are listed in Exhibit "A". If this agreement is renewed, pursuant to Section 2, Exhibit "A" will be revised for each annual lease extension. Hourly rental fees are subject to change each year by a resolution approved by the City Council.

- b. If additional practice or game times are requested by CAHC and approved by the City, CAHC will pay the City the appropriate rate as described in subsection 3.a. Scheduling of additional practices or game times is subject to Arena availability and other schedule commitments and solely at the discretion of the City.
    - c. Cancellations of scheduled practice and game times will be allowed, and rent will be adjusted downward, provided that a cancellation notice is provided in writing to the City at least seven (7) days prior to the scheduled practice or game. Cancellations of scheduled weekend tournaments will be allowed, and rent will be adjusted downward, provided that a cancellation notice is provided in writing to the City at least twenty-one (21) days prior to the scheduled weekend tournament. Furthermore, adjustments to rent will be made by the City, if, in its judgment, an event is canceled as a result of inclement weather or other circumstances beyond the reasonable control of CAHC which prevents advance notification of the City.
4. Payment. The City shall invoice CAHC, on a monthly basis, for ice used during the preceding month, in accordance with the rate identified in Exhibit "A". CAHC shall pay rent to the City within thirty (30) business days after the date on the invoice. Rent not received on time is subject to a one and one half percent (1½ %) late fee.
5. Concessions. The City shall operate the food and beverage concession facility of the Arena during all of CAHC functions as the City determines appropriate, and the City shall have the sole right to all proceeds from sales through the concession facility. CAHC will not bring food or beverage into the Arena or communicate to others any direct or implied authority to bring food or beverage into the Arena without prior written CIA management approval. However, during tournaments, CAHC may bring in hospitality breakfast items for free distribution to out-of-town teams. Items may be distributed and consumed only in the Arena upstairs meeting room from 5:00 a.m. to 10:30 a.m.
6. Sale of Club Merchandise. CAHC shall have the sole and exclusive right to sell, grant permission to sell by commercial vendors, and market in the Arena the merchandise, programs and souvenirs of CAHC. CAHC shall have the sole right to all proceeds from sales of said items, provided commercial vendors pay the appropriate permit fee to the City, and provided such merchandise is not similar in nature to items stocked by the vendor operating the Ice Arena Pro Shop or by the Arena. Sales location must be approved in advance by the Public Services Director or his designated appointee.
7. Promotional Activities during Events. Written notice of all promotional activities will be supplied by CAHC to the City at least ten (10) days in advance of the proposed activity. All promotions are subject to prior approval by the Public Services Director or his designated appointee. CAHC shall have the sole and exclusive right to conduct promotional activities during its events. The proceeds from said activities shall belong solely to CAHC, less any expenses directly incurred by the City as a result of the promotion.

8. Insurance, Indemnification and Immunity. CAHC agrees to indemnify and hold the City harmless from any and all claims arising out of CAHC's use and/or occupancy of the Arena and/or other City facilities described in this Lease Agreement. To ensure its ability to indemnify the City as agreed, CAHC will obtain, at its own cost and expense, general liability insurance coverage in amounts not less than the City's maximum liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., currently two hundred fifty thousand dollars (\$250,000.00) to any claimant for any number of claims arising out of a single transaction or occurrence, and five hundred thousand dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence. CAHC shall also provide property damage insurance in the sum of not less than two hundred fifty thousand dollars (\$250,000) per occurrence. Such insurance shall provide that it will not be canceled without at least thirty (30) days prior written notification to the City, that the City, its Council, employees, officers, officials, and volunteers are to be named as an additional insured, and that it is primary insurance without any right of contribution from any other resource or insurance of the City. CAHC shall provide the City with a certificate of insurance, including necessary endorsement(s) evidencing such insurance as described above, immediately after execution of this Agreement, and prior to the use of the property listing the City of Casper, its employees, officers, officials, and volunteers as an additional insured. The City's failure to request or review such insurance policies or endorsements shall not affect the City's rights or CAHC's obligations hereunder.

It is entirely the obligation of CAHC to provide insurance for its personal property and for that of its players, employees and agents. The City assumes no responsibility for such property.

9. Advertising in the Arena.

- a. CAHC shall have the right to place advertising on the dasher boards within the Arena in the following areas designated: East side of the rink between the rink entrance doors, up to and including the team bench areas with the exception of the six foot area to the left and right of the red line in front of the scorekeeper's area which shall be retained for use by the City. The City will provide CAHC designated space at no charge to CAHC provided however that CAHC shall reimburse the City for any expenses incurred by the City, during the Arena operational season, for installation, repair or removal of said advertising. All signage, including the attached plexi-glass facing, must be kept in good condition. Excessively worn plexi-glass will be removed/replaced at the expense of CAHC. If additional dasher board space is available, that space may be retained by CAHC on an annual basis during the term of this Agreement at one hundred twenty dollars (\$120) per dasher board (35-inch by 96-inch) section or ten percent (10%) of advertising revenue, whichever is greater.
- b. CAHC shall also have the right to place sponsor banners, at no charge to CAHC, within the Arena in the following designated area: South wall of the Arena from the ceiling to the top of the blue accent line. New and replacement



advertisement/sponsor banners will be 4' high x 6' long in size. State Championship banners will be displayed on the east wall of the Arena above the locker room entrances.

- c. CAHC shall obtain approval from the Public Services Director or his designated appointee prior to installing, repairing, replacing, removing or modifying any advertising.

- 10. Notices. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper Recreation Division  
1801 East Fourth Street  
Casper, Wyoming 82601

Casper Amateur Hockey Club  
P.O. Box 2562  
Casper, Wyoming 82602

- 11. Binding Effect. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. CAHC may not assign its interest in the lease to any other party without prior written approval from the Casper City Council.
- 12. Laws and Regulations. CAHC shall be solely responsible for compliance with all laws, orders and regulations of federal, state, county and municipal authorities and shall obtain all licenses and permits which may be required for the conduct of its business within the terms of this lease. All rules and policies of the Arena will be enforced by CAHC accordingly.
- 13. Termination of Lease Agreement. The City or CAHC may terminate this Agreement anytime by providing thirty (30) days written notice to City or CAHC of intent to terminate said contract. Notwithstanding the above, the CAHC shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by CAHC or any breach of the Agreement by CAHC.
- 14. 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.
- 15. No Third Party Beneficiary Rights. The parties to this Lease Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Lease Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease Agreement shall operate only between the parties to this Lease Agreement, and shall inure solely to the benefit of the parties to this Lease Agreement. The parties to this Lease Agreement intend and expressly agree that only

parties signatory to this Lease Agreement shall have any legal or equitable right to seek to enforce this Lease Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease Agreement, or to bring an action for the breach of this Lease Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement the day and year first above written.

APPROVED AS TO FORM:

Walter J. Smith III

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

ATTEST:

Casper Amateur Hockey Club

By: [Signature]

By: [Signature]  
Diane Berg  
President

**Lease Exhibit – CIA**  
**6/15/17**  
**CASPER AMATEUR HOCKEY CLUB**

**EXHIBIT A**  
**2017 – 2018**

**Regular Practice Times: September 25, 2017 – March 9, 2018**

| <u>Days</u> | <u>Ice Time</u>  | <u>User Type</u> | <u>Rent</u> |
|-------------|------------------|------------------|-------------|
| Mondays     | 4:10 – 5:15pm    | Practice         | \$ 135.38   |
|             | 7:40 – 8:45pm    | Practice         | \$ 135.38   |
|             | 8:55 – 10:15pm   | Practice         | \$ 166.63   |
| Tuesdays    | 5:25 – 6:25pm    | Practice         | \$ 125.00   |
|             | 6:25 – 7:25pm    | Practice         | \$ 125.00   |
|             | 7:35 – 8:40pm    | Practice         | \$ 135.38   |
|             | 8:55 – 10:15pm   | Practice         | \$ 166.63   |
| Wednesdays  | 4:10 – 5:15pm    | Practice         | \$ 135.38   |
|             | 5:25 – 6:25pm    | Practice         | \$ 125.00   |
|             | 6:25 – 7:25pm    | Practice         | \$ 125.00   |
|             | 7:35 – 8:35pm    | Practice         | \$ 125.00   |
| Thursdays   | 5:25 – 6:35pm    | Practice         | \$ 145.86   |
|             | 6:45 – 8:00pm    | Practice         | \$ 156.25   |
|             | 8:10 – 9:20pm    | Practice         | \$ 145.86   |
|             | 9:30 – 10:30pm   | Practice         | \$ 125.00   |
| Fridays     | 6:00 – 6:30am    | Practice         | \$ 31.25    |
|             | 6:30 – 7:30am    | Practice         | \$ 62.50    |
| Saturdays   |                  |                  |             |
| Sundays     | 11:45 – 12:45pm* | Practice         | \$ 125.00   |
|             | 10:30 – 11:30am  | Practice         | \$ 125.00   |
|             | 5:40 – 6:35pm    | Practice         | \$ 114.63   |
|             | 6:35 – 7:30pm    | Practice         | \$ 114.63   |

\*10:30 – 11:30am on Coyote game weekends

9/11 – 9/14/17 - Travel Team Tryouts and Practices  
 9/18 – 9/21/17 - Travel Team Tryouts and Practices  
 9/25/17 – 3/9/18 – House Season  
 9/9/17 Open Registration, Hockey Swap, Equipment Rental  
 9/10/17 Referee Clinic

Note: Dates that regular ice times do not apply due to holidays or special events:  
 November 23 – 25, 2017...Thanksgiving  
 December 20, 2017 – January 2, 2018...Christmas Break  
 Casper Figure Skating Show

**Weekend Ice Scheduled**

Weekends CAHC has right of first refusal for practice and game ice times.  
 Times to be determined. Hourly fee will be \$ 125.00/hr.

| <u>Dates</u>     | <u>Tournament or Special Event</u> | <u>Public Skate Cancellations</u> |
|------------------|------------------------------------|-----------------------------------|
| 10/27 – 10/29/17 | CAHC Special Event                 | Maybe 1                           |
| 11/10 – 11/12/17 | CAHC Special Event                 |                                   |
| 12/8 – 12/10/17  | CAHC Special Event                 | Maybe 1                           |
| 1/5 – 1/7/18     | CAHC Special Event                 |                                   |
| 1/12 – 1/14/18   | CAHC Special Event                 |                                   |
| 1/26 – 1/28/18   | CAHC Special Event                 | Maybe 1                           |
| 2/9 – 2/11/18    | CAHC Special Event                 | Maybe 1                           |
| 2/23 – 2/25/18   | CAHC Special Event                 |                                   |
| 3/2 – 3/4/18     | State Tournament Bid               |                                   |
| 3/9 – 3/11/18    | State Tournament Bid               |                                   |

**Casper Ice Arena Saturday public skating sessions may need to be cancelled to accommodate tournaments and or maybe WAHL weekends.** Other weekend public skating cancellation requests will require CAHC to give 30 days written notice for consideration by Ice Arena management staff.

RESOLUTION NO. 17-163

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE CASPER AMATEUR HOCKEY CLUB, FOR USE OF THE CASPER ICE ARENA.

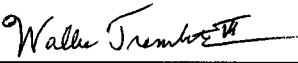
WHEREAS, the City of Casper is owner and operator of the Casper Ice Arena; and,

WHEREAS, the Casper Amateur Hockey Club desires to lease the Casper Ice Arena for practice and game times.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease agreement with the Casper Amateur Hockey Club for use of the Casper Ice Arena.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

July 19, 2017

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Memorandum of Agreement with the Wyoming Department of Transportation and Right-of-Way Easement with The Transportation Commission of Wyoming for Signal Improvements at the intersection of Southwest Wyoming Boulevard and Fort Caspar Road.

Meeting Type & Date

Regular Council Meeting

August 15, 2017

Action Type

Resolution

Recommendation

That Council, by resolution, execute a Memorandum of Agreement with the Wyoming Department of Transportation (WYDOT) and grant a Right-of-Way Easement to The Transportation Commission of Wyoming for signal improvements at the intersection of Southwest Wyoming Boulevard and Fort Caspar Road.

Summary

WYDOT is preparing to upgrade the traffic signals at the intersection of Southwest Wyoming Boulevard and West 13<sup>th</sup> Street/Fort Caspar Road. The project includes turn lane modifications, along with upgrading the sidewalk ramps to bring them into compliance with the Americans with Disabilities Act (ADA).

In order to bring the sidewalk ramps into compliance with ADA, WYDOT was looking to acquire additional right-of-way at the northwest and southwest corners at the intersection of Southwest Wyoming Boulevard and Fort Caspar Road. This property is zoned "Park Historic," and as it has been substantially used as a park in the last ten years, the City cannot vacate and deed the property. WYDOT has agreed to accept an easement in lieu of acquiring right-of-way in order to construct the improvements. Provisions in the memorandum of agreement require WYDOT to reimburse the City for any future alterations or modifications required for the public use of the roadway.

Financial Considerations

WYDOT has agreed to pay the City of Casper Eight Hundred and Ninety Dollars (\$890) for granting the right-of-way easement.

Oversight/Project Responsibility

Andrew Beamer, P.E., Public Services Director

Attachments

Memorandum of Agreement

Right of Way Easement

Resolution

**WYOMING DEPARTMENT OF TRANSPORTATION  
MEMORANDUM OF AGREEMENT**

**Project:** N212120  
**Road:** Casper Sts- 13&Wyo Blvd /  
Collins & South Poplar  
**Section:** Traffic Signals  
**County:** Natrona  
**Parcel No.:** 3

THIS AGREEMENT IS ENTERED INTO between **City of Casper, Wyoming, a Municipal Corporation**, herein referred to as the "Landowner" and the Wyoming Department of Transportation, herein referred to as the "Department."

**WITNESSETH:** that

**WHEREAS,** the Department wishes to secure for transportation purposes, a Right of Way Easement located on the real property shown on the engineering plans marked Exhibit "A", herein referred to as the "property", a copy of which is attached to this agreement and has been submitted to and received by the Landowner; and

**WHEREAS,** the Landowner hereby agrees to grant a Right of Way Easement to the Department for recordation; and

**WHEREAS,** the Department will prepare a Right of Way Easement with legal description(s) of the property outlined briefly as follows:

**Parcel 3A** - A parcel of land situate in Lot 1 of the Caspar Collins Addition, located in the SE¼SW¼, Section 7, T. 33 N., R. 79 W., 6th P.M., Natrona County, Wyoming.

**Parcel 3B** - A parcel of land situate in Lot 5 of the Caspar Collins Addition, located in the SE¼SW¼, Section 7, T. 33 N., R. 79 W., 6th P.M., Natrona County, Wyoming.

**NOW THEREFORE,** in consideration of the promises, terms, conditions, and stipulations contained in this agreement, the parties agree to the following:

1. The Landowner has received a copy of the Departments Highways & Your Land brochure and any relocation benefits to which the Landowner may be entitled have been explained by the Department Representative. The Landowner requests relocation benefits for moving personal property, replacement housing, or business or farm displacement, to the extent of their eligibility under Wyoming Law.
2. The Department may fence the right-of-way boundary as directed by the Department's representative before any other construction work is started. Said fencing will be maintained by the Department.
3. There is excepted and reserved from the property all oil, gas, and other minerals that can be removed from the ground without jeopardy to the maintenance or safety of the public use or travel upon the surface estate and without using the surface of the property.

**PROTECTIVE CLAUSE**

Any existing trees, plants, mailboxes, fencing, signs, structures, utilities, lawn, sprinkler system and/or drip system, ornamentation, or other personal items within the permit area(s) not specifically addressed in this agreement, but not limited to those items stipulated herein, will be worked around during construction. Should any such items be damaged during construction, and



Revised July 10, 2017

can be replaced by the Department, those items will be replaced. Those items that can not be replaced will be reviewed as a cost to cure payment in accordance to the Department's guidelines and said proposal of offer to cure any damage as a result of the above referenced project will be presented for acceptance to the Landowner by the Engineer-in-Charge of construction. Prior to the start of construction, the Engineer-in-Charge of Construction and/or the Department's contractor shall contact and inform the Landowner as to which additional items within the permit area(s) will be damaged or can be moved outside the permit area(s). The Department will relocate those items that can be moved safely and are functional, outside the permit area during construction and upon completed use of the permit area those items will be moved back within that permit area and will be functional.

Any future alterations, modification, or removals of the facility within the right-of-way, required and requested by the City of Casper for widening the city street, shall be completed without delay. Adjustments will be accomplished at no expense to the City, if such adjustments are required for public use of the roadway.

## **CONTINUAL ACCESS**

The Landowner will have safe access to their property at all times during construction on the above referenced project.

## **FEDERAL TAX REPORTING**

Pursuant to the 1986 Tax Reform Act, the Department may be required to report all or a portion of the herein stated consideration to the Internal Revenue Service. The individual handling of the proceeds of this transaction are the responsibility of the Landowner. In *cooperation with IRS regulations, the Landowner agrees to complete the Department's W-9 form for the Department's use in reporting as required. Landowner acknowledges that payment will not be made without a properly completed W-9 form and that incomplete information may delay payment.*

## **CONSIDERATION**

The Department agrees to pay to the Landowner the sum of **Eight Hundred Ninety and 0/100 Dollars (\$890.00)** within forty-five (45) working days of the date of the final signature on this Agreement and its possession of the completed W-9 form. Before final payment is made by the Department, the Department may make a title examination to determine if sufficient title to the property is vested in the Landowner. The Department will pay all costs of any necessary abstracting. The Landowner grants to the Department and its contractors the right of immediate entry on the property for survey and preliminary plan preparation. In the event of unacceptable title, the Landowner will cooperate with the Department to clear the title.

## **SOVEREIGN IMMUNITY**

The State of Wyoming and the Wyoming Department of Transportation and the Transportation Commission of Wyoming do not waive sovereign immunity by entering into this agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. §1-39-104(a) and all other state law.

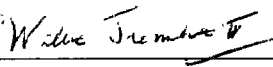
This Memorandum of Agreement is the entire Agreement and there are no additional promises, terms, conditions, stipulations or obligations between the parties. All parties having read the entire Agreement and having full knowledge of the Agreement, its intent, content, and of all clauses contained herein, place their signatures below, acknowledging and giving full and complete approval of this Agreement. By signing below, the Landowner represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. This Memorandum of Agreement shall be binding upon the Landowner, their representatives, heirs, successors or assigns.

## **WYOMING GOVERNMENTAL CLAIMS ACT**

Revised July 10, 2017

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.

APPROVED AS TO FORM

  
\_\_\_\_\_  
Wallace Trembath  
Assistant City Attorney

\_\_\_\_\_  
Mike Kahler  
Supervising Attorney General, State of Wyoming

Wyoming Department of Transportation

By: \_\_\_\_\_  
Amy Lambert, Staff Appraiser      Date

\_\_\_\_\_  
Kenyne Humphrey, Mayor      Date  
City of Casper, Wyoming  
a Municipal Corporation

## RIGHT OF WAY EASEMENT

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged and confessed, **City of Casper, Wyoming, a Municipal Corporation**, hereinafter called the grantor, hereby grants to **THE TRANSPORTATION COMMISSION OF WYOMING**, 5300 Bishop Blvd., Cheyenne, WY 82009-3340, its assigns or successors herein called the grantee, the right to lay out, construct, inspect, operate and maintain a road for the benefit of the public being over, across and upon the following described lands located in the County of Natrona and State of Wyoming, to-wit:

### **Parcel No. 3A**

A parcel of land situate in Lot 1, Caspar Collins Addition, Casper, Wyoming, located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 7, T. 33 N., R. 79 W., 6th P.M., Natrona County, Wyoming.

**Beginning** at the southeast corner of said Lot 1, said corner being monumented by a 1½ inch Aluminum cap, WLC LS 6010, from which the 150 feet witness corner for the northeast corner thereof bears N. 3° 38' 49.3" E. a distance of 460.94 feet, said point being monumented by a 3¼ inch brass cap, WLC LS 6010;

thence along the existing westerly right-of-way boundary of Wyoming Boulevard and the easterly boundary of said Lot 1 N. 3° 38' 49.3" E. a distance of 41.25 feet to a point on the proposed westerly right-of-way line of Wyoming Boulevard;

thence leaving said existing westerly right-of-way boundary along said proposed right-of-way line S. 39° 22' 58.2" W. a distance of 52.01 feet to a point on the south boundary of said Lot 1;

thence leaving said proposed right-of-way line along said south boundary S. 88° 10' 22.5" E. a distance of 30.39 feet to the point of beginning.

The above described parcel of land contains 626 square feet, more or less.

### **Parcel No. 3B**

A parcel of land situate in Lot 5, Caspar Collins Addition, Casper, Wyoming, located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 7, T. 33 N., R. 79 W., 6th P.M., Natrona County, Wyoming.

**Beginning** at the northeast corner of said Lot 5, said corner being monumented by a 1½ inch Aluminum cap in concrete, WLC LS 6010, from which the southeast corner thereof bears S. 12° 01' 49.8" E. a distance of 358.08 feet, said point being monumented by a 3¼ inch brass cap, WLC LS 6010;

thence along the existing westerly right-of-way boundary of Wyoming Boulevard and the easterly boundary of said Lot 5 S. 12° 01' 49.8" E. a distance of 17.53 feet to a point on the proposed westerly right-of-way line of Wyoming Boulevard;

thence leaving said existing westerly right-of-way boundary along said proposed right-of-way line N. 51° 08' 22.1" W. a distance of 28.26 feet to a point on the north boundary of said Lot 5;

thence leaving said proposed right-of-way line along said north boundary S. 88° 10' 22.5" E. a distance of 18.36 feet to the point of beginning.

The above described parcel of land contains 156 square feet, more or less.

Grantor will not use, or permit to be used, said land for any purpose whatsoever; that exclusive use is hereby granted to the grantee.

Grantor grants the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by the grantee, and the public, of the rights granted by this conveyance.

The grant herein contained is an easement and shall be perpetual so long as the main traveled portion of said land is used for the aforementioned purposes, and whether or not actually fenced or used in its entirety for the aforementioned purposes.

Dated this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
City of Casper, Wyoming (Grantor)  
A Municipal Corporation

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )§  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
by \_\_\_\_\_.

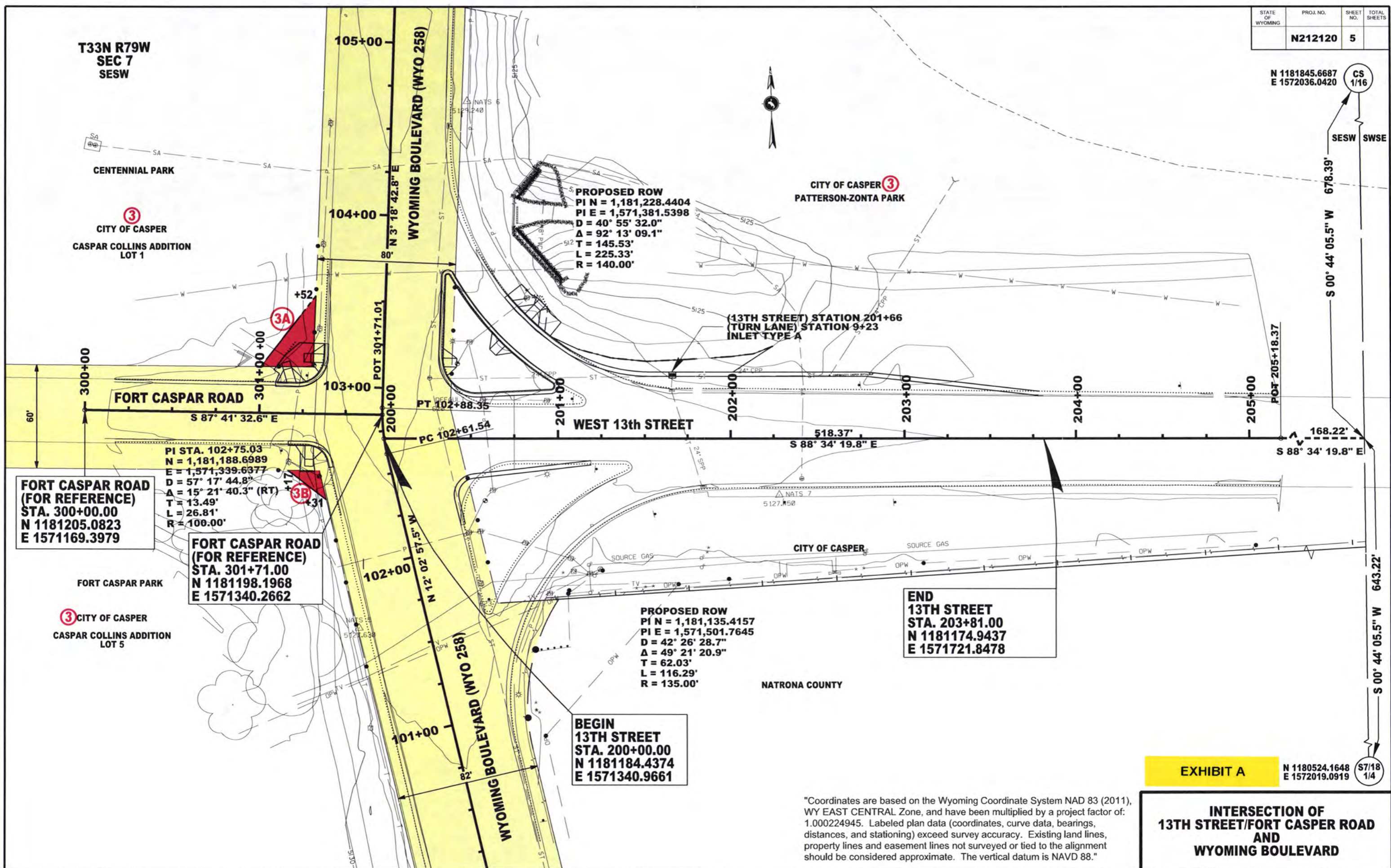
Witness my hand and official seal.

My commission expires

\_\_\_\_\_  
**NOTARY PUBLIC**



| STATE OF WYOMING | PROJ. NO. | SHEET NO. | TOTAL SHEETS |
|------------------|-----------|-----------|--------------|
|                  | N212120   | 5         |              |



N 1181845.6687  
E 1572036.0420

CS  
1/16

SESW SWSE

678.39'

S 00° 44' 05.5" W

POT 205+18.37

168.22'

S 88° 34' 19.8" E

643.22'

S 00° 44' 05.5" W

S7/18  
1/4

**FORT CASPAR ROAD  
(FOR REFERENCE)  
STA. 300+00.00  
N 1181205.0823  
E 1571169.3979**

**FORT CASPAR ROAD  
(FOR REFERENCE)  
STA. 301+71.00  
N 1181198.1968  
E 1571340.2662**

**BEGIN  
13TH STREET  
STA. 200+00.00  
N 1181184.4374  
E 1571340.9661**

**END  
13TH STREET  
STA. 203+81.00  
N 1181174.9437  
E 1571721.8478**

**PROPOSED ROW  
PI N = 1,181,228.4404  
PI E = 1,571,381.5398  
D = 40° 55' 32.0"  
Δ = 92° 13' 09.1"  
T = 145.53'  
L = 225.33'  
R = 140.00'**

**PROPOSED ROW  
PI N = 1,181,135.4157  
PI E = 1,571,501.7645  
D = 42° 26' 28.7"  
Δ = 49° 21' 20.9"  
T = 62.03'  
L = 116.29'  
R = 135.00'**

**CITY OF CASPER ③  
PATTERSON-ZONTA PARK**

**(13TH STREET) STATION 201+66  
(TURN LANE) STATION 9+23  
INLET TYPE A**

**NATRONA COUNTY**

**T33N R79W  
SEC 7  
SESW**

**③ CITY OF CASPER  
CASPAR COLLINS ADDITION  
LOT 1**

**③ CITY OF CASPER  
CASPAR COLLINS ADDITION  
LOT 5**

**EXHIBIT A**

N 1180524.1648  
E 1572019.0919

**INTERSECTION OF  
13TH STREET/FORT CASPAR ROAD  
AND  
WYOMING BOULEVARD**

"Coordinates are based on the Wyoming Coordinate System NAD 83 (2011), WY EAST CENTRAL Zone, and have been multiplied by a project factor of: 1.000224945. Labeled plan data (coordinates, curve data, bearings, distances, and stationing) exceed survey accuracy. Existing land lines, property lines and easement lines not surveyed or tied to the alignment should be considered approximate. The vertical datum is NAVD 88."



RESOLUTION NO. 17-164

A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION AND RIGHT OF WAY EASEMENT WITH THE TRANSPORTATION COMMISSION OF WYOMING FOR SIGNAL IMPROVEMENTS AT THE INTERSECTION OF WEST 13<sup>TH</sup> STREET AND SW WYOMING BOULEVARD.

WHEREAS, the Wyoming Department of Transportation (WYDOT) is preparing to upgrade the traffic signals at the intersection of SW Wyoming Boulevard and West 13<sup>th</sup> Street, including turn lane modifications and sidewalk ramp upgrades; and,

WHEREAS, in order to construct the improvements, WYDOT requires the City of Casper grant an easement for construction of improvements within City of Casper property; and,

WHEREAS, a Memorandum of Understanding between the City of Casper and the WYDOT has been prepared outlining payment requirements and responsibilities for any future alterations or modifications required for the public use of the roadway.

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 a Memorandum of Understanding with WYDOT and a Right of Way Easement with The Transportation Commission of Wyoming for signal improvements at the northwest and southwest corners of SW Wyoming Boulevard and Fort Caspar Road.

PASSED, APPROVED, AND ADOPTED 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 20, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Public Services Director   
Dan Coryell, Parks Manager

SUBJECT: Rescinding Resolution No. 14-149 and Establishing Fees and Rules for Special Events that are held at the Hogadon Basin Ski Lodge.

Meeting Type & Date  
Regular Council Meeting  
August 15, 2017

Action type  
Resolution

Recommendation  
That Council, by resolution, rescind Resolution No. 14-149 and establish fees and rules for special events that are held at the Hogadon Basin Ski Lodge.

Summary  
With the completion of the new Hogadon Basin Lodge, rates need to be established for the rental of the lodge. Staff has already received numerous inquiries from community members and organizations interested in utilizing the new lodge for events. The resolution will set the fees and rules for rental. Rental rates range from \$2,000 for a one-day rental to \$3,000 for a three-day rental.

Rates were based on a study of comparable venues in the Casper area including the Wolcott Galleria, the Tate Pumphouse, and the Lyric.

Financial Considerations  
All fees and deposits are listed in the attached resolution. The expected revenue is expected to increase by \$20,000 for lodge rentals, reducing the subsidy from \$438,414 to \$418,414.

Oversight/Project Responsibility  
Dan Coryell, Parks Manager  
Chris Smith, Hogadon Basin Ski Area Superintendent

Attachment  
Resolution

RESOLUTION NO.17-165

A RESOLUTION RESCINDING RESOLUTION 14-149 AND ESTABLISHING FEES FOR THE USE OF HOGADON BASIN SKI AREA.

WHEREAS, the Casper City Council has established a policy that individuals, groups, or organizations who desire the use of various City recreational facilities shall bear a substantial portion of the cost of servicing, maintaining, and improving these facilities; and,

WHEREAS, it is necessary to review the fees and use of the City facilities on a regular basis, and revise said fees and use as necessary in order to facilitate the foregoing policy.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fees, charges, and uses are established for Hogadon Basin Ski Area.

1. Season Ski Passes:

|    |   |       |
|----|---|-------|
| A. | Adult (19 years and older) -                  | \$420 |
| B. | Youth (13-18 years old) -                     | \$365 |
| C. | Child (6-12 years, 5 yrs. & under ski free) - | \$250 |
| D. | Family (2 Adults and 2 Youth) -               | \$900 |

2. All Ski Lift Tickets:

|    |   |          |
|----|---|----------|
| A. | 70+ Years of Age -                        | Ski Free |
| B. | 65-69 Years of Age & Active Military -    | \$32     |
| C. | Adult Daily (all day) -                   | \$42     |
| D. | Youth Daily (all day) -                   | \$37     |
| E. | Adult & Youth (half day*) -               | \$34     |
| F. | Child Daily (half* and all day) -         | \$27     |
| G. | Beginner Area (Magic Carpet/Bunny Hill) - | \$18     |

3. Group and Special Skiing Rates:

|    |   |                  |
|----|---|------------------|
| A. | Group Rate All Day (25 15 or more) -  | \$32.00/person   |
| B. | School Programs (half*/full) -  | \$15/\$20/person |
| C. | Race Programs -   | \$25/person      |
| D. | Various discounts for promotional purposes as approved by the PUBLIC SERVICES DIRECTOR, or his or her designated representatives. |                  |

\*Morning half day has been eliminated. Afternoon half day begins at 12:30p.m.

4. LODGE/VENUE RENTAL:

THE FOLLOWING RATES APPLY WITH THE ARRIVAL TIME AT 10:00A.M. ON THE DATE OF EVENT AND A CHECK OUT TIME OF 11:00P.M. (BAR CLOSSES AT 10:00P.M.) ON THE DATE OF THE EVENT.

|    |                                    |            |
|----|------------------------------------|------------|
| A. | 1 DAY RENTAL                       | \$2,000.00 |
| B. | 2 DAY RENTAL                       | \$2,500.00 |
| C. | 3 DAY RENTAL                       | \$3,000.00 |
| D. | REFUNDABLE CLEANING/DAMAGE DEPOSIT | \$500.00   |



5. LODGE/VENUE RENTAL RULES:

A. VENUE RENTAL FEE(S):

1. THE CUSTOMER OR REPRESENTATIVE FOR THE CUSTOMER(S), AGREE TO PAY AN INITIAL NON-REFUNDABLE DEPOSIT OF 50% OF THE TOTAL OF ALL FEES DUE UPON BOOKING, WITH FULL PAYMENT DUE 30 DAYS PRIOR TO EVENT. THIS 50% NON-REFUNDABLE DEPOSIT SERVES TO HOLD THE VENUE FOR THE SPECIFIED DATE OF EVENT OR WEDDING AND IS PAYABLE AT THE TIME OF CONTRACT SIGNATURE.
2. \$500.00 REFUNDABLE CLEANING/DAMAGE DEPOSIT WILL BE RETURNED TO THE CUSTOMER(S) WITHIN 30 DAYS AFTER THE EVENT HAS BEEN HELD ONCE PROPERTY HAS BEEN INSPECTED FOR ANY POTENTIAL DAMAGE FROM THE EVENT OR WEDDING.
3. THE REMAINING AGREED UPON VENUE RENTAL FEES WILL BE DUE 30 DAYS PRIOR TO THE DATE OF THE EVENT OR WEDDING.
4. IF FULL PAYMENT IS NOT RECEIVED BY AGREED UPON DATE, THE CITY OF CASPER WILL CONSIDER THE RESERVATION CANCELLED AND THE RESERVATION WILL BE HANDLED ACCORDING TO THE CANCELLATION POLICY.
5. PAYMENTS MAY BE MADE VIA CASH DELIVERY, CERTIFIED CHECK, OR CREDIT CARD.

B. DATE CHANGES:

IF THE CUSTOMER(S) WANTS TO CHANGE THE DATE OF THE EVENT OR WEDDING, THE CITY OF CASPER MAY, AT ITS SOLE DISCRETION, TRANSFER THE RESERVATION TO SUPPORT THE NEW DATE. THE CUSTOMER(S) AGREES THAT IN THE EVENT OF A DATE CHANGE ANY EXPENSES, INCLUDING, BUT NOT LIMITED TO, DEPOSITS AND FEES THAT ARE NON-REFUNDABLE AND NON-TRANSFERABLE ARE THE SOLE RESPONSIBILITY OF THE CUSTOMER(S). THE CUSTOMER(S) FURTHER UNDERSTANDS THAT LAST MINUTE CHANGES CAN IMPACT THE QUALITY OF THE EVENT AND THAT THE CITY OF CASPER IS NOT RESPONSIBLE FOR THESE COMPROMISES IN QUALITY.

C. CANCELLATIONS:

1. ALL CANCELLATIONS OR RESERVATION CHANGES MUST BE MADE IN WRITING. THE CUSTOMER(S) IS RESPONSIBLE FOR VERIFYING THAT THE CITY OF CASPER HAS RECEIVED THE CANCELLATION LETTER. THE CANCELLATION DATE WILL BE THE DATE OF RECEIPT BY THE CITY OF CASPER OF THE CANCELLATION LETTER.

2. FOR CANCELLATIONS MADE 30 OR MORE DAYS PRIOR TO THE EVENT DATE, THE REMAINING 50% BALANCE IS NO LONGER DUE AND THE CITY OF CASPER WILL RETURN THE \$500 CLEANING/DAMAGE DEPOSIT TO THE CUSTOMER(S). IF THE CUSTOMER(S) HAS PAID THE RENTAL FEE IN FULL; 50% OF THE RENTAL FEE WILL BE REFUNDED.
  3. FOR CANCELLATIONS MADE LESS THAN 30 DAYS PRIOR TO THE EVENT DATE, THE CITY OF CASPER WILL RETURN THE \$500 CLEANING/DAMAGE DEPOSIT. RENTAL FEES ARE NON-REFUNDABLE.
- D. PARKING:
- ALL VEHICLES ASSOCIATED IN ANY WAY WITH THE EVENT OR WEDDING MUST BE PARKED WITHIN THE PARKING AREA OR THE CIRCLE. NO VEHICLES SHALL BE PARKED ON ANY OTHER LAWN SURFACE. THIS INCLUDES EVENT PLANNERS, WEDDING COORDINATORS, AND VENDORS WHO ARE INVOLVED IN THE PLANNING AND EXECUTION OF THE SPECIAL EVENT ON THE PREMISES OF HOGADON BASIN SKI AREA.
- E. DECORATIONS:
1. DECORATIONS MAY NOT BE HUNG WITH TAPE, WIRE, NAILS, SCREWS OR STAPLES IN THE HOGADON BASIN LODGE WHICH WILL DAMAGE THE VENUE. ALL DECORATIONS MUST BE REMOVED WITHOUT LEAVING DAMAGE, DIRECTLY FOLLOWING THE DEPARTURE OF THE LAST GUEST.
  2. THE USE OF BIRDSEED, BLOWING BUBBLES, AND FLOWER PETALS ARE PERMITTED ONLY OUTSIDE FOR WEDDING AND RECEPTION FAREWELLS. BALLOONS ARE PERMITTED FOR INDOOR USE ONLY.
  3. RICE, CONFETTI, GLITTER, PYROTECHNICS AND SPARKLERS ARE NOT PERMITTED INSIDE OR OUTSIDE THE FACILITY.
  4. ALL CANDLES MUST BE CONTAINED OR ENCLOSED IN GLASS. THE FLAME MUST NOT REACH HIGHER THAN 2 INCHES BELOW THE HEIGHT OF THE GLASS.

F. INSURANCE:

CUSTOMER(S), THROUGH EVENT PLANNER OR CATERER, SHALL MAINTAIN COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING HOST LIQUOR LIABILITY, IN AN AMOUNT NOT LESS THAN \$500,000 COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE. SUCH INSURANCE SHALL NAME CITY OF CASPER AND ITS COUNCIL, EMPLOYEES, AGENTS, OFFICERS, OFFICIALS, AND VOLUNTEERS AS ADDITIONAL INSURED, AND A CERTIFICATE OF INSURANCE WITH AN ENDORSEMENT MUST BE PROVIDED 30 DAYS PRIOR TO THE EVENT.

G. LIQUOR/BEVERAGES/ILLEGAL SUBSTANCES:

ALL LIQUOR MUST BE SERVED BY A LICENSED LIQUOR ESTABLISHMENT WITH A CATERING PERMIT ISSUED BY THE CITY OF CASPER. THE CITY OF CASPER WILL NOT PROVIDE BARTENDERS. THE BAR CLOSSES AT 10 P.M. ALCOHOL MAY NOT BE SERVED TO MINORS. ILLEGAL SUBSTANCES ARE NOT ALLOWED AT ANY TIME ON THE PREMISES. DRUNKEN/VIOLENT DISTURBANCES ARE PROHIBITED AND SUBJECT TO IMMEDIATE REMOVAL FROM THE PREMISE AND POSSIBLE TERMINATION OF EVENT WITHOUT REFUND.

H. CLEANING/DAMAGE DEPOSIT:

A \$500.00 CLEANING/DAMAGE DEPOSIT WILL BE RETURNED UPON FACILITY INSPECTION, INSURING ALL CITY OF CASPER POLICIES HAVE BEEN FOLLOWED AND THE VENUE IS CLEANED, (SEE ATTACHED CLEANING CHECK LIST). ALL DAMAGES THAT EXCEED THE AMOUNT OF THE CLEANING/DAMAGE DEPOSIT WILL BE THE RESPONSIBILITY OF THE CLIENT AND WILL BE BILLED.

INTENTIONALLY LEFT BLANK

**CLEANING INSPECTION CHECKLIST**

| <b>MAIN DINING AREA</b>  | <b>YES</b> | <b>NO</b> | <b>COMMENTS</b> |
|--|------------|-----------|-----------------|
| VACUUMED AND FREE OF STAINS  |            |           |                 |
| TABLE LINENS REMOVED AND TABLES AND CHAIRS WIPED DOWN  |            |           |                 |
| ALL DECORATIONS REMOVED  |            |           |                 |
| GARBAGE REMOVED & BAGS REPLACED  |            |           |                 |
| DJ BOOTH OR BAND STAGE TAKEN DOWN & REMOVED  |            |           |                 |
| SCRAMBLE AREA/ DANCE FLOOR VACUUMED & MOPPED   |            |           |                 |
| WINDOWS CLEAN & FREE OF SMUDGES  |            |           |                 |
| LIGHTS TURNED OFF  |            |           |                 |
| <b>BAR AREA</b>  |            |           |                 |
| BACK OF BAR & POUR ROOM CLEANED & WIPED DOWN   |            |           |                 |
| ALL DECORATIONS REMOVED  |            |           |                 |
| FLOORS VACUUMED & MOPPED   |            |           |                 |
| BAR TOP WIPED DOWN   |            |           |                 |
| TVS AND MUSIC OFF  |            |           |                 |
| TABLES & CHAIRS WIPED DOWN & FREE OF LINENS  |            |           |                 |
| GARBAGE REMOVED & BAGS REPLACED  |            |           |                 |
| WINDOWS CLEAN & FREE OF SMUDGES  |            |           |                 |
| LIGHTS OFF   |            |           |                 |
| <b>BATHROOMS</b>   |            |           |                 |
| SINKS, COUNTERS, TOILETS, MIRRORS & URINALS WIPED DOWN   |            |           |                 |
| FLOORS VACUUMED & MOPPED   |            |           |                 |
| LIGHTS OFF   |            |           |                 |
| <b>DAMAGES</b>   |            |           |                 |
| *THE FACILITY SHOULD BE IN THE SAME CONDITION THAT IT WAS GIVEN TO THE CLIENT. HOGADON STAFF SHOULD WALK THROUGH BEFORE RENTING FACILITY TO CHECK FOR EXISTING DAMAGES.* |            |           |                 |

I. SMOKING:

HOGADON BASIN SKI AREA IS A NON-SMOKING VENUE. SMOKING WILL BE PERMITTED ONLY IN DESIGNATED OUTSIDE AREAS.

J. CHILDREN:

ALL CHILDREN UNDER THE AGE OF 16 MUST BE SUPERVISED AT ALL TIMES!

K. FAILURE TO COMPLY WITH CITY OF CASPER POLICIES WILL FORFEIT SECURITY DEPOSIT.

6. ADDITIONAL FEES:

A. THE CITY MAY REQUIRE DEPOSITS OR FEES IN ADDITION TO THOSE LISTED ABOVE IF UNUSUAL CIRCUMSTANCES REQUIRE ADDITIONAL DIRECT EXPENSES NOT HEREIN PROVIDED. EXAMPLE: POLICE SECURITY PERSONNEL.

B. THE CITY MAY REQUIRE AN ONLINE CONVENIENCE FEE, IN ADDITION TO ANY CHARGES LISTED ABOVE, AS MIGHT BE APPLIED THROUGH AN ONLINE RESERVATION SYSTEM.

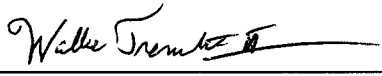
C. THE CITY MAY BILL A RENTER FOR REPAIR EXPENSES DUE TO DAMAGE OR BREAKAGES OF AMENITIES, E.G. ELECTRICAL OUTLETS, TABLES, LIGHT FIXTURES, APPLIANCES, AND FLOORING.

INTENTIONALLY LEFT BLANK

BE IT FURTHER RESOLVED: That Resolution No. 14-149 is hereby rescinded.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenye Humphrey  
Mayor

July 24, 2017

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
Andrew Colling, Engineering Tech

SUBJECT: Rescind the Agreement with Full Contact Concrete, LLC and Rescind Resolution No. 17-86, for the 2017 Pedestrian Pathways Project No. 17-019

Meeting Type & Date:

Regular Council Meeting, August 15, 2017

Recommendation:

That Council, by resolution, rescind the agreement with Full Contact Concrete, LLC and rescind Resolution No. 17-86, for the 2017 Pedestrian Pathways Project.

Summary:

On Wednesday, April 26, 2017, six (6) bids were received for the 2017 Pedestrian Pathways Project. The bid results are as follows:

| <u>CONTRACTOR</u>            | <u>BUSINESS LOCATION</u> | <u>BASE BID</u>     |
|------------------------------|--------------------------|---------------------|
| <b>Full Contact Concrete</b> | <b>Casper, Wyoming</b>   | <b>\$123,075.00</b> |
| Treto Construction           | Casper, Wyoming          | \$146,725.00        |
| Grizzly Excavating           | Casper, Wyoming          | \$188,100.00        |
| 71 Construction              | Casper, Wyoming          | \$224,225.25        |
| Knife River                  | Casper, Wyoming          | \$245,505.00        |
| Andreen-Hunt                 | Casper, Wyoming          | \$255,350.00        |

The project consists of installing approximately 3,000 lineal feet of concrete pedestrian pathways. A section of pathway will be replaced from Crossroads Park to the Events Center. A new pathway will be added at Mike Sedar Park to improve connectivity to the shelter and play equipment. Existing pathways at Long Park will also be replaced. The completion date for the project was August 31, 2017.

It is recommended that the bid received from Full Contact Concrete, LLC, be rejected as they failed to execute the contract. A claim against the Contractor's bid bond will be made. The City will seek to bid the project again later this fiscal year.

Financial Considerations

Funding for this project will be from One Cent #13 and One Cent #15 Optional Sales Tax Funds allocated to pathways.

Oversight/Project Responsibility

Andrew Colling, Engineering Tech

Attachment

Resolution

RESOLUTION NO.17-166

A RESOLUTION RESCINDING RESOLUTION NO. 17-86,  
APPROVAL OF THE EXECUTION OF AN AGREEMENT WITH  
FULL CONTACT CONCRETE, LLC FOR THE 2017 PEDESTRIAN  
PATHWAYS PROJECT

WHEREAS, Full Contact Concrete, LLC was the successful bidder to perform the work specified as the 2017 Pedestrian Pathways, Project No. 17-019, with a base bid of One Hundred Twenty-Three Thousand Seventy-Five Dollars (\$123,075); and,

WHEREAS, on May 16, 2017, the City council passed, approved, and adopted Resolution No. 17-86 to execute a Contract with the Bidder for completion of the project; and,

WHEREAS, the Bidder did not execute the Contract within the time specified in the Notice of Award; 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, this resolution rescinding approval of Resolution No. 17-86.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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


CITY OF CASPER, WYOMING  
A Municipal Corporation

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



July 24, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 4 (CO4) with GH Phipps Construction of Wyoming (GHP) in the Amount of \$25,025.00, and a Time Extension of Twenty-One Days, for the Hogadon Lodge, Project No. 15-14.

Meeting Type & Date:  
Regular Council Meeting  
August 15, 2017

Action Type:  
Resolution

Recommendation:  
That Council, by resolution, authorize Change Order No. 4 (CO4) with GHP for the Hogadon Lodge, Project No. 15-14, in the amount of \$25,025.00 and for a time extension of twenty-one (21) days.

Summary:  
Construction of the new lodge at the Hogadon Basin Ski Area (Hogadon) is complete for facility use and includes a kitchen/catering area, bar, seating areas with views of the surrounding mountain, administrative areas with a conference room, equipment rental area, and areas for the Casper Mountain Racers and Casper Mountain Snow Sports School. CO4 includes work to provide modifications to the existing domestic water well, the water source for Hogadon. During construction, it was found that the original well casing was cracked and needed additional structural support. Other modifications were also needed including a new concrete base and shelf, valving for maintenance and flushing, and a sump drain line. CO4 also includes a necessary repair to the administration electrical service panel where old wiring was causing service issues and a potential fire hazard; installation of additional power/phone/data receptacles and mechanical room lighting as requested by Hogadon Staff; additional sewer line work to tie the existing ski patrol building's sanitary service into the new downstream manhole; work to install a wireless CommNet fire alarm utility, and plumbing work to install a port to test water quality of the new water system. CO4 also includes a time extension of twenty-one (21) days due to unforeseen additional work necessary for the domestic water well.

GPC Architects (GPC) is under contract for design and construction administration of the project. GPC and City of Casper staff have reviewed the work and pricing for CO4 for \$25,025.00 with the time extension request of twenty-one (21) days and recommend approval. With CO4, the total contract amount with GHP will be \$5,301,818 and contingency funds will be reduced to \$30,132.

Financial Considerations

Excess One Cent #14 Sales Tax allocated to the Hogadon Lodge.

Oversight/Project Responsibility

Alex Sveda, Associate Engineer.

Attachments

1. Resolution.
2. CO4.
3. Architect-recommended Change Order Requests CR-050, CR-052, CR-053, CR-054 and CR-055.
4. Architect's recommendation for time extension.
5. Contractor time extension request.

CITY OF CASPER  
CHANGE ORDER

PROJECT: Hogadon Lodge/Project No. 15-14 NO. 04  
 OWNER: City of Casper, Wyoming DATE OF ISSUANCE: 07/24/17  
 CONTRACTOR: GH Phipps Construction of Wyoming  
 ARCHITECT/ENGINEER: GPC Architects

You are directed to make the following changes in the Contract Documents:

|                               |                                 |               |
|-------------------------------|---------------------------------|---------------|
| Description: As itemized in   | Change Order Request CR-050     | \$599         |
|                               | Change Order Request CR-052     | 1,077         |
|                               | Change Order Request CR-053     | 3,848         |
|                               | Change Order Request CR-054     | 3,177         |
|                               | Change Order Request CR-055     | 4,798         |
|                               | and Change Order Request CR-056 | <u>11,526</u> |
| Total for Change Order No. 04 |                                 | \$25,025      |

Attachments: Change Order Requests CR-050, CR-052, CR-053, CR-054, CR-055, and CR-056.

| CHANGE IN CONTRACT PRICE  | CHANGE IN CONTRACT TIME  |
|---|--|
| Original Contract Price:<br>\$ 5,225,000                        | Original Contract Time: (days or date)<br>Substantial completion: <u>365 days</u> ;<br>Final completion: <u>395 days</u>                         |
| Previous Change Orders No. <u>01 to 03</u> : \$ 51,793          | Net change from previous Change Orders (days): <u>30</u>   |
| Contract Price prior to this Change Order:<br>\$ 5,276,793      | Contract Time prior to this Change Order:<br>Substantial completion: <u>395 days</u> ;<br>Final completion: <u>425 days</u>                      |
| Net Increase change of this Change Order: \$25,025              | Net Increase/Decrease of this Change Order: (days)<br><u>-- 21 --</u>  |
| Contract Price with all approved Change Orders:<br>\$ 5,301,818 | Contract Time with all approved Change Orders:(date)<br>Substantial completion: <u>July 21, 2017</u><br>Final completion: <u>August 20, 2017</u> |

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:

  
Contractor

BY:

  
Architect/Engineer

BY:

Owner

**Title:** Add Plumbing Changes  
**Project:** City of Casper-Hogadon Lodge  
**To:** Alex Sveda, PE  
 City of Casper  
 200 N David St  
 Casper WY 82601

**Date:** Jun 14, 2017  
**Job No.:** 16JW028

**DESCRIPTION OF PROPOSAL**

**\*\* Please reference attached Change Order Worksheet for detailed cost breakdown.**  
**\*\* Schedule Impact: Unless clarified above, GH Phipps Wyoming reserves the right to evaluate and/or revise the scheduled completion date and review general conditions for the project based on the cumulative impact of this and other changes in the future.**

**SUMMARY OF COSTS**

|   |               |
|---|---------------|
| Subcontractors                              | \$ 560        |
| Change Order Request Mark-ups               | \$ 39         |
| <b>TOTAL FOR ABOVE CHANGE ORDER REQUEST</b> |               |
|   | <b>\$ 599</b> |

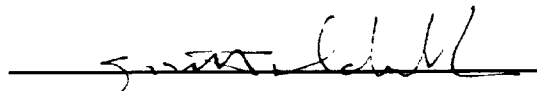
- We have proceeded with this work per your direction  
 Please notify us if you would like to proceed with this work by signing below and returning a copy to our office

**APPROVALS**

By: \_\_\_\_\_  
 Project Manager, GH Phipps Wyoming  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Alex Sveda, City of Casper  
 Date: \_\_\_\_\_

CC: Rick Nelson, Project Superintendent  
 Jason Bussey, Project Engineer

By:   
 Garrett Chadwick, GPC Architects  
 Date: 7.24.2017

**Title:** Add Electrical Changes  
**Project:** City of Casper-Hogadon Lodge  
**To:** Alex Sveda, PE  
City of Casper  
200 N David St  
Casper WY 82601

**Date:** Jun 26, 2017  
**Job No.:** 16JW028

**DESCRIPTION OF PROPOSAL**

Add weatherhead, ground bus, and ground connection between.  
Relocate data boxes due to casework changes.

**\*\* Please reference attached Change Order Worksheet for detailed cost breakdown.**  
**\*\* Schedule Impact:** Unless clarified above, GH Phipps Wyoming reserves the right to evaluate and/or revise the scheduled completion date and review general conditions for the project based on the cumulative impact of this and other changes in the future.

**SUMMARY OF COSTS**

|   |                 |
|---|-----------------|
| Subcontractors                              | \$ 1,077        |
| <hr/>                                       |                 |
| <b>TOTAL FOR ABOVE CHANGE ORDER REQUEST</b> | <b>\$ 1,077</b> |

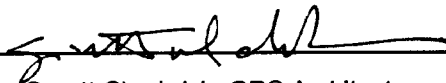
- We have proceeded with this work per your direction  
 Please notify us if you would like to proceed with this work by signing below and returning a copy to our office

**APPROVALS**

By: \_\_\_\_\_  
Project Manager, GH Phipps Wyoming  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Alex Sveda, City of Casper  
Date: \_\_\_\_\_

CC: Rick Nelson, Project Superintendent  
Jason Bussey, Project Engineer

By:   
Garrett Chadwick, GPC Architects  
Date: 7.24.2017

**Title:** Add for Sewer Line Relocation

**Date:** Jul 10, 2017

**Project:** City of Casper-Hogadon Lodge

**Job No.:** 16JW028

**To:** Alex Sveda, PE  
City of Casper  
200 N David St  
Casper WY 82601

**DESCRIPTION OF PROPOSAL**

Re-route sewer line per RFI-077

**\*\* Please reference attached Change Order Worksheet for detailed cost breakdown.**

**\*\* Schedule Impact:** Unless clarified above, GH Phipps Wyoming reserves the right to evaluate and/or revise the scheduled completion date and review general conditions for the project based on the cumulative impact of this and other changes in the future.

**SUMMARY OF COSTS**

|   |                 |
|---|-----------------|
| Subcontractors                              | \$ 3,600        |
| Change Order Request Mark-ups               | \$ 248          |
| <hr/>                                       |                 |
| <b>TOTAL FOR ABOVE CHANGE ORDER REQUEST</b> | <b>\$ 3,848</b> |

- We have proceeded with this work per your direction
- Please notify us if you would like to proceed with this work by signing below and returning a copy to our office

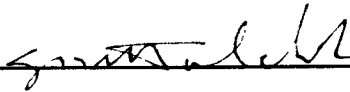
**APPROVALS**

By: \_\_\_\_\_  
Project Manager, GH Phipps Wyoming

By: \_\_\_\_\_  
Alex Sveda, City of Casper

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By:   
Garrett Chadwick, GPC Architects

Date: 7.24.2017

**Title:** Add Electrical Changes  
**Project:** City of Casper-Hogadon Lodge  
**To:** Alex Sveda, PE  
 City of Casper  
 200 N David St  
 Casper WY 82601

**Date:** Jul 18, 2017  
**Job No.:** 16JW028

**DESCRIPTION OF PROPOSAL**

**\*\* Please reference attached Change Order Worksheet for detailed cost breakdown.**  
**\*\* Schedule Impact:** Unless clarified above, GH Phipps Wyoming reserves the right to evaluate and/or revise the scheduled completion date and review general conditions for the project based on the cumulative impact of this and other changes in the future.

**SUMMARY OF COSTS**

|   |                 |
|---|-----------------|
| Subcontractors                              | \$ 535          |
| GH Phipps Wyoming Direct Costs              | \$ 2,642        |
| <b>TOTAL FOR ABOVE CHANGE ORDER REQUEST</b> | <b>\$ 3,177</b> |

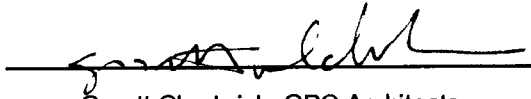
- We have proceeded with this work per your direction  
 Please notify us if you would like to proceed with this work by signing below and returning a copy to our office

**APPROVALS**

**By:** \_\_\_\_\_  
 Project Manager, GH Phipps Wyoming  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
 Alex Sveda, City of Casper  
**Date:** \_\_\_\_\_

**CC:** Rick Nelson, Project Superintendent  
 Jason Bussey, Project Engineer

**By:**   
 Garrett Chadwick, GPC Architects  
**Date:** 7.24.2017

**Title:** Add Electrical Changes  
**Project:** City of Casper-Hogadon Lodge  
**To:** Alex Sveda, PE  
City of Casper  
200 N David St  
Casper WY 82601

**Date:** Jul 18, 2017  
**Job No.:** 16JW028

**DESCRIPTION OF PROPOSAL**

See attached proposals

**\*\* Please reference attached Change Order Worksheet for detailed cost breakdown.**  
**\*\* Schedule Impact:** Unless clarified above, GH Phipps Wyoming reserves the right to evaluate and/or revise the scheduled completion date and review general conditions for the project based on the cumulative impact of this and other changes in the future.

**SUMMARY OF COSTS**

|   |                 |
|---|-----------------|
| Subcontractors                              | \$ 4,488        |
| Change Order Request Mark-ups               | \$ 310          |
| <b>TOTAL FOR ABOVE CHANGE ORDER REQUEST</b> | <b>\$ 4,798</b> |


- We have proceeded with this work per your direction  
 Please notify us if you would like to proceed with this work by signing below and returning a copy to our office

**APPROVALS**

**By:** \_\_\_\_\_  
Project Manager, GH Phipps Wyoming  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Alex Sveda, City of Casper  
**Date:** \_\_\_\_\_

**CC:** Rick Nelson, Project Superintendent  
Jason Bussey, Project Engineer

**By:**   
Garrett Chadwick, GPC Architects  
**Date:** 7.24.2017



**Title:** Add Well Vault Changes  
**Project:** City of Casper-Hogadon Lodge  
**To:** Alex Sveda, PE  
 City of Casper  
 200 N David St  
 Casper WY 82601

**Date:** Jul 19, 2017  
**Job No.:** 16JW028

**DESCRIPTION OF PROPOSAL**

Labor and Materials to modify well vault, well casing and sump drain at new well vault per attached proposal.

**\*\* Please reference attached Change Order Worksheet for detailed cost breakdown.**

**\*\* Schedule Impact: Unless clarified above, GH Phipps Wyoming reserves the right to evaluate and/or revise the scheduled completion date and review general conditions for the project based on the cumulative impact of this and other changes in the future.**

**SUMMARY OF COSTS**

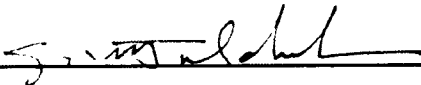
|   |                  |
|---|------------------|
| Subcontractors                              | \$ 10,068        |
| GH Phipps Wyoming Coordination Requirements | \$ 712           |
| Change Order Request Mark-ups               | \$ 746           |
| <hr/>                                       |                  |
| <b>TOTAL FOR ABOVE CHANGE ORDER REQUEST</b> | <b>\$ 11,526</b> |

- We have proceeded with this work per your direction  
 Please notify us if you would like to proceed with this work by signing below and returning a copy to our office

**APPROVALS**

By: \_\_\_\_\_  
 Project Manager, GH Phipps Wyoming  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Alex Sveda, City of Casper  
 Date: \_\_\_\_\_

By:   
 Garrett Chadwick, GPC Architects  
 Date: 7.24.2017

## Alex Sveda

---

**From:** Garrett Chadwick <gchadwick@gpcarch.com>  
**Sent:** Monday, July 24, 2017 9:18 AM  
**To:** Alex Sveda  
**Subject:** Hogadon Lodge Change Order 04  
**Attachments:** 20170724092051157.pdf

**Categories:** Hogadon Lodge

Alex,  
Attached is the signed Change Order 04 for Hogadon Lodge with the signed Change Requests. For the most part, the Change Requests have been reviewed by the design team. The scope of some of the changes are difficult to evaluate as they have occurred entirely without our involvement and/or are outside of this project's scope, such as those in CR-055. I have also attached GHPhipp's request for 21 additional days to move the Substantial Completion date to last Friday, which I believe is reasonable given the nature of the demolition of the old lodge which was beyond GHP's control. I am happy to sign a certificate of substantial completion for the project with Friday's date if you agree. I am still awaiting a final Change Request for the cost of the Thyssen Krupp elevator inspector's trip to the site. If we want to wait to process this change before or after that request is received, I am okay either way. Perhaps there is another mechanism to cover that cost if that is the only outstanding change request. I will be out of the office for the next 3 or 4 hours, but will be available on my cell phone. Please let me know if you have questions.

Garrett P. Chadwick, AIA, LEED AP BD+C  
Principal  
gpcarchitects  
18 N. Main St., Ste. 200  
P.O. Box 330  
Driggs, ID 83422  
v. 208.354.8036  
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July 21, 2017

Alex Sveda  
City of Casper  
200 N David St  
Casper WY 82601

*Delta Construction, Inc. d/b/a*  
GH Phipps Construction of Wyoming  
5311 Coffeen Ave – PO Drawer S  
Sheridan WY 82801  
307.745.4866 **PHONE**  
307.745.4867 **FAX**  
[www.GHPhippsWyoming.com](http://www.GHPhippsWyoming.com)

Re: Hogadon Lodge – Additional Time Request

Alex,

Due to continued issues with the existing well and its connection to the new utilities, I am requesting that our substantial completion date be extended to Friday July 21, 2017.

The well issues have been beyond anybody's control and have to do with delayed demolition of the old lodge and the unknown condition of the old well once we gained access to it.

Sincerely,



Clint Moseley, Project Manager  
GH Phipps Construction of Wyoming

RESOLUTION NO.17-167

A RESOLUTION AUTHORIZING CHANGE ORDER NO.4 WITH GH PHIPPS CONSTRUCTION OF WYOMING (GH PHIPPS) FOR A PRICE INCREASE AND TIME EXTENSION FOR THE HOGADON LODGE, PROJECT NO. 15-14

WHEREAS, GH Phipps is currently under contract with the City of Casper for the Hogadon Lodge Project, No. 15-14; and,

WHEREAS, the City of Casper desires additional work related to the Hogadon Lodge Project, No 15-14 in the amount of Twenty-Five Thousand Twenty-Five and 00/100 Dollars (\$25,025.00) and a time extension of twenty-one (21) days to the project's substantial completion date; and,

WHEREAS, GH Phipps is able and willing to complete the work with a revised substantial completion date of July 21, 2017, due to unforeseen additional work necessary for the domestic water well.

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 Change Order No.4 to the agreement between the City of Casper and GH Phipps for performing additional work related to Hogadon Lodge Project, No. 15-14, for a price increase in the amount of Twenty-Five Thousand Twenty-Five and 00/100 Dollars (\$25,025.00) and a time extension of twenty-one (21) days.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of Five Million Three Hundred One Thousand Eight Hundred Eighteen and 00/100 Dollars (\$5,301,818.00).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracy L. Belser  
City Clerk

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

July 24, 2017

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

**FROM:** Liz Becher, Community Development Manager *LB*  
Pam Jones, MPO Administrative Support Technician

**SUBJECT:** Authorize the purchase of one 16 passenger paratransit bus for use in the City's transit system from Lewis Bus Group in an amount of \$70,000 and options to purchase two additional, identical vehicles over the next four years

Meeting Type & Date:  
Regular Council Meeting  
August 15, 2017

Action type: Resolution

Recommendation: That Council, by resolution, approve the Agreement between the City of Casper and Lewis Bus Group for the purchase of one 16 passenger paratransit bus in an amount of Seventy Thousand Dollars (\$70,000) and options to purchase two additional, identical vehicles over the next four years.

Summary: On April 14, 2017 and April 21, 2017, the City's Metropolitan Planning Organization Division publicly advertised a Request for Proposals (RFP) for the purchase of a 16 passenger paratransit bus. The RFP was advertised in the newspaper and was placed on the City website. Responses were due June 8, 2017. Three bids were received by the deadline. Of the three bids received, Lewis Bus Group's price was found to be fair and reasonable compared to previous purchases. They were also the lowest responsive and responsible bidder. The buses will serve in the paratransit bus fleet, which provides door-to-door service for seniors and disabled persons. There are currently 13 buses in the paratransit fleet, and this purchase was budgeted to keep the paratransit fleet on track with the replacement schedule.

Financial Considerations: Funding for this project comes from a grant through the Wyoming Department of Transportation and FY17 Casper Area Transportation Coalition (CATC) Light Equipment Fund.

Oversight/Project Responsibility: Pam Jones, MPO Administrative Support Technician

Attachments: Lewis Bus Group Standard Form of Agreement  
Resolution

## STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Lewis Bus Group, 1009 Recreation Way, North Salt Lake, Utah 84054, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to procure one 16 passenger demand response bus and options to purchase two additional, identical buses over the course of four years, for use in the area's public transit system and,

WHEREAS, Lewis Bus Group is able and willing to provide those services specified as Project FTA 17-02, "2017 Transit Bus Acquisition."

NOW, THEREFORE, it is hereby agreed as follows:

### ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for Project FTA 17-02, hereinafter referred to as the "Work."

### ARTICLE 2. MANAGER.

The project has been initiated by the City of Casper's Metropolitan Planning Organization (MPO), who is hereinafter referred to as the "Manager" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to City in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be completed and delivered 150 calendar days after the award of contract by City Council.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Twenty-Five Dollars (**\$25.00**) for each day that expires after the time specified in Paragraph 3.1. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages. The sum total of liquidated damages shall be subtracted from the total price of the proposal.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Seventy Thousand Dollars (\$70,000) subject to additions and deductions by Change Order approved by the Owner.

ARTICLE 5. PAYMENT PROCEDURES.

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute W.S. 16-6-602.

ARTICLE 6. WITHHELD FUNDS.

Payment will be made in one lump sum with no funds withheld, except in cases in which liquidated damages have been assessed.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.4 Contractor has given Manager written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Manager is acceptable to Contractor.

ARTICLE 8. GOVERNMENTAL CLAIMS ACT

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

## ARTICLE 9. AGREEMENT DOCUMENTS.

The Agreement Documents which comprise the entire agreement between Owner and Contractor are incorporated by reference into this Agreement, made a part hereof, and consist of the following:

- 9.1 This Agreement (Pages 1-23, inclusive).
- 9.2 Exhibit "A" – Bid Form
- 9.3 Addenda
- 9.4 Certificate of Insurance
- 9.5 Part II: Technical Specifications for Project # FTA 17-02 from the Bid Packet (2017 Transit Bus Acquisition), pages 13-34.
- 9.6 Notice of Award
- 9.7 Documentation submitted by Contractor prior to Notice of Award.
  - A. Bid Packet: 2017 Transit Bus Acquisition, Procurement ID# FTA 17-02, pages 1-81
  - B. Email from Lance Parker and Thomas Jason Morgan dated July 5, 2017 to Pamela Jones regarding Lewis Bus Group confirming bus specifications and the price.
- 9.8 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.9 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.10 Minutes of Pre-Bid meetings, if any.

## ARTICLE 10. MISCELLANEOUS.

- 10.1 No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- 10.2 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal



representatives in respect to all covenants, agreements, and obligations contained in the Agreement.

#### ARTICLE 11. FEDERAL CLAUSES.

Contractor shall comply with all of the following federal requirements.

##### **11.1 Fly America Requirements**

**Applicability-** all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

##### **11.2 Buy America Requirements (Rolling Stock)**

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Contractor shall comply with 49 USC 53230) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 53230)(2)(C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured in the US and have a minimum 60% domestic content and adhere to contract term limitations. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

##### **11.3 Cargo Preference**

Contracts involving equipment, materials or commodities which may be transported by ocean vessels.

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners

and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

#### **11.4 Energy Conservation**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

#### **11.5 Clean Water**

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

#### **11.6 Bus Testing**

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the

change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

### **11.7 Pre-Award & Post Delivery Audit Requirements**

Pre-Award & Post-Delivery Audit Requirements -Applicability- Rolling Stock/Turnkey  
Contractor shall comply with 49 USC 5323(1) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and

B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.

D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

### **11.8 Lobbying**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with nonfederal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

## **11.9 Access to Records and Reports**

**Applicability-** As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this

contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

#### **11.10 Federal Changes**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract Contractor's failure to comply shall constitute a material breach of the contract.

#### **11.11 Clean Air**

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

#### **11.12 Contract Work Hours & Safety Standards Act**

Applicability- Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was

required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

### **11.13 No Government Obligation to Third Parties**

Applicability- All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **11.14 Program Fraud and False or Fraudulent Statements or Related Acts**

Applicability- All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US

Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **11.15 Termination**

**Applicability-** All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. **Termination for Convenience (General Provision).** The recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract

within ten (10) days after receipt *by* contractor or written notice from the recipient selling forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any *way* operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver *by* the recipient shall not limit its remedies for *any* succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, *may* terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient *may* terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient *may* terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default.



In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for

from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

### **11.16 Government Wide Debarment and Suspension (Non Procurement)**

Applicability- Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **11.17 Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the

Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **11.18 Civil Rights Requirements**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,

b. Nondiscrimination- Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as slated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and

(d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including Jaws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: (1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply

with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§621 -634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) U.S. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse- Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42

U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No.12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. §4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance, and

k. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

I. Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

### **11.19 Breaches and Dispute Resolution**

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for

whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **11.20 Disadvantaged Business Enterprise**

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its

subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

### **11.21 Incorporation of Federal Transit Administration (FTA) Terms**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

## **ARTICLE 12. OTHER FEDERAL REQUIREMENTS.**

The following requirements are not federal clauses.

### **12.1 Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

### **12.2 Prohibition against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

### **12.3 Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture, as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. §517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and



any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

#### **12.4 Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

#### **12.5 Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

#### **12.6 Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

#### **12.7 Ineligible Contractors and Subcontractors**

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

#### **12.8 Other Contract Requirements**

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

#### **12.9 Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would

cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **12.10 Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **12.11 Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

#### **12.12 Environmental Justice**

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

#### **12.13 Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

#### **12.14 Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**12.15 Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only** Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by 'appropriate officials of the Federal and State agencies.

**12.16 Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

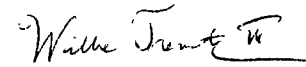
**12.17 CFDA number for the Federal Transportation Administration**

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for. Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in line 9d of Part III on the SF-SAC.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:  
(Project FTA 17-02)

  
\_\_\_\_\_

ATTEST:

By: James Parker  
Title: Bus Sales

CONTRACTOR:

By: Thomas Clark Mager  
Title: President

ATTEST:

By: \_\_\_\_\_  
Tracey L. Belser  
Title: City Clerk

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_  
Kenye Humphrey  
Title: Mayor

**Bid of:**

|              |   |
|--------------|---|
| Company Name | Lewis Bus Group                               |
| Address      | 1009 Recreation Way North Salt Lake, UT 84102 |
| Phone Number | 801-786-6287                                  |

To furnish vehicle, as specified, to the City of Casper, Wyoming, in accordance with attached specifications.

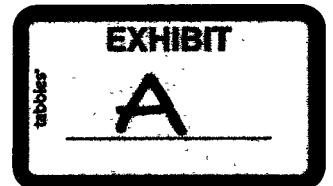
|                        |                        |
|------------------------|------------------------|
| BID ITEMS:             |                        |
| 16 passenger<br>Total: | 1                      |
| Description:           | E-450 Gas with lift.   |
| Make(s) and Model(s):  | Rev Group World Trans. |
| Federal Certified GVW: | 14,500                 |

- I. Net Cost to City: \$ 70,000<sup>00</sup>
- II. Delivery: F.O.B. City of Casper's within 150 calendar days after award of contract by City Council.

Submitted By: Lance Parker Title: Bus Sales Date: 6-6-17

Signature: [Signature] Phone: 801-232-5495

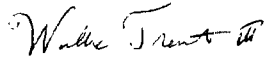
**NOTE: This form may be duplicated.**



APPROVAL AS TO FORM

I have reviewed the attached *Standard Form of Agreement Between City of Casper and Lewis Bus Group, regarding the 2017 Transit Bus Acquisition,*” and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: July 24, 2017.



---

Wallace Trembath III  
Assistant City Attorney

RESOLUTION NO.17-168

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE PARATRANSIT BUS FOR USE IN THE CITY'S TRANSIT SYSTEM FROM LEWIS BUS GROUP IN AN AMOUNT OF SEVENTY THOUSAND DOLLARS (\$70,000) AND OPTIONS TO PURCHASE TWO ADDITIONAL, IDENTICAL VEHICLES OVER THE NEXT FOUR YEARS.

WHEREAS, the City receives federal grant dollars for the purchase and operation of transit buses which benefit riders of the door-to-door paratransit service, including seniors and disabled persons in Casper; and,

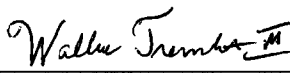
WHEREAS, the City released an invitation for bid for transit buses in April 2017, and Lewis Bus Group was the lowest bidder of this procurement; and,

WHEREAS, Lewis Bus Group has been found to be responsible and responsive to the bid schedules;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Agreement between the City of Casper and Lewis Bus Group in the amount of Seventy Thousand Dollars (\$70,000) for the purchase of one paratransit bus and options to purchase two additional, identical vehicles over the next four years.

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

\_\_\_\_\_  
Kenye Humphrey  
Mayor

July 24, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Resolution Approving a Vacation and Replat of Lot 1, Triflection Addition and Lot 2, Triflection Addition No. 2, as Bistof Addition

Meeting Type & Date: Regular Council Meeting, August 15, 2017.

Action Type: Resolution.

Recommendation: That Council, by Resolution, approve a vacation and replat of Lot 1, Triflection Addition and Lot 2, Triflection Addition No. 2, as Bistof Addition.

Summary: Bistof Properties, LLC has applied to replat two (2) lots located between South David and South Center Streets, north of East Collins Street. The replat is reconfiguring two (2) existing lots, and creating the proposed Bistof Addition. The subject property is zoned C-3 (Central Business), and encompasses approximately 0.75 acres of property in total. The C-3 (Central Business) zoning district does not provide minimum lot size standards, or minimum setback requirements; therefore, both new lots will be considered to be legal and conforming.

The Planning and Zoning Commission reviewed the proposed vacation and replat at its July 20, 2017 public hearing. There were no public comments either for or against the case. The Planning and Zoning Commission voted to approve the vacation and replat, and to forward a “do-pass” recommendation to the City Council.

As required by City Code and Wyoming State Statute, a legal notice was published in the Casper Star-Tribune for the Planning and Zoning Commission public hearing.

Public notices were sent to all property owners within three hundred (300) feet of the subject property by First Class Mail, and the property was posted with an informational sign.

Financial Considerations: None.

Oversight/Project Responsibility: Craig Collins, City Planner, is tasked with applying Casper’s Municipal Code land use regulations.

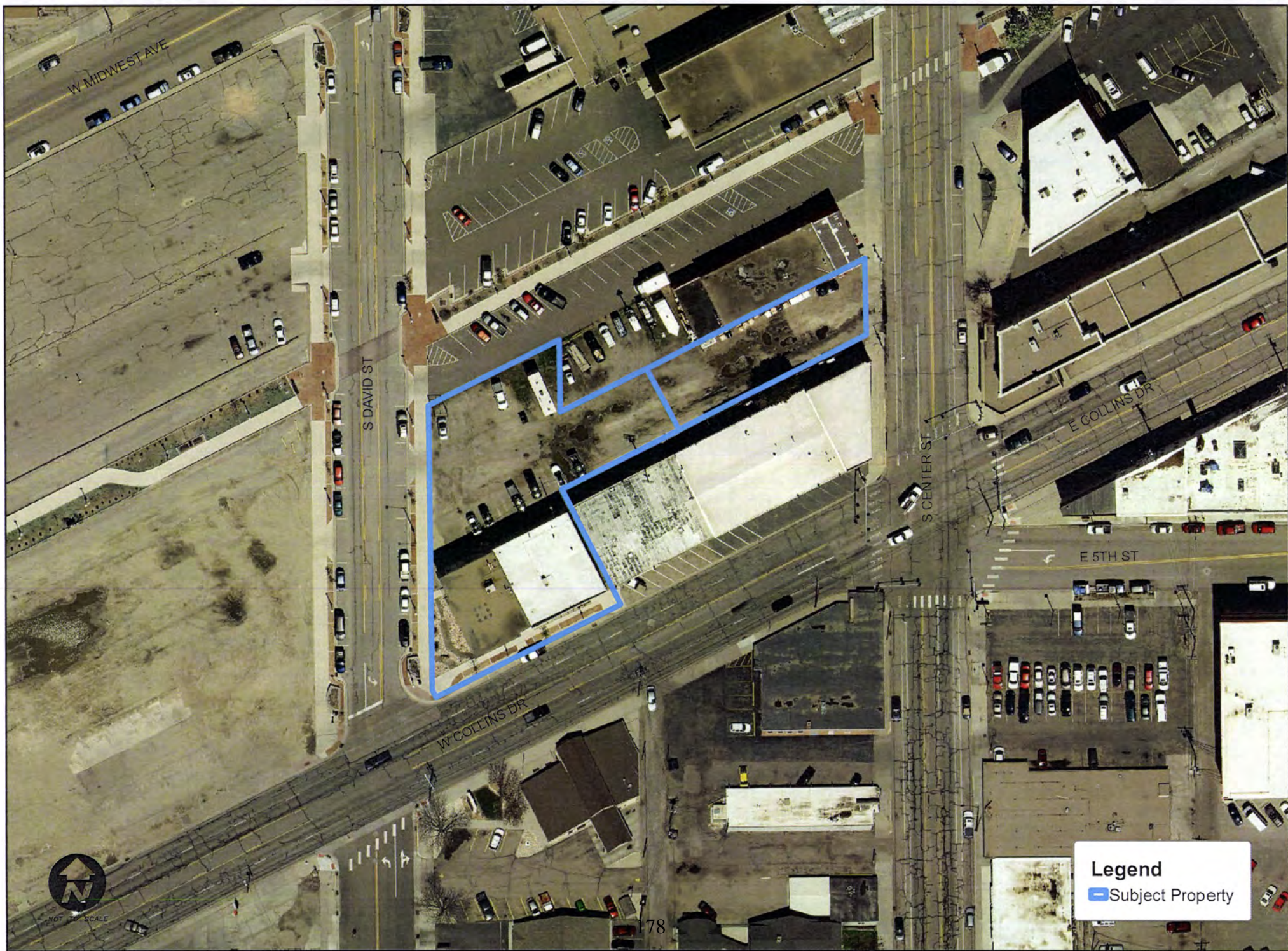
Attachments: Resolution  
Aerial Photo



Plat  
Subdivision Agreement



# Bistof Addition



NOT TO SCALE

**Legend**  
- Subject Property



FINAL PLAT OF  
"BISTOF ADDITION"

TO THE CITY OF CASPER, WYOMING.

BEING A VACATION AND REPLAT OF LOT 1, TRIFLECTION ADDITION AND LOT 2, TRIFLECTION ADDITION No. 2 TO THE CITY OF CASPER

AN ADDITION TO THE CITY OF CASPER, WYOMING  
LOCATED IN THE SW1/4NE1/4, SECTION 9  
TOWNSHIP 33 NORTH, RANGE 79 WEST  
OF THE 6TH PRINCIPAL MERIDIAN  
NATRONA COUNTY, WYOMING

SCALE: 1"=30'



VICINITY MAP  
1" = 500'

CERTIFICATE OF SURVEYOR

I, Paul A. Heintz, do hereby certify that I am a professional land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of 'BISTOF ADDITION', being a vacation and replat of Lot 1, Triflection Addition and Lot 2, Triflection Addition No. 2, as laid out, platted, dedicated, and shown hereon, that such plat was made from an accurate survey of said property by me or under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with the City of Casper regulations governing the subdivision of land



STATE OF WYOMING )  
NATRONA COUNTY ) ss

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2017, by:

Paul A. Heintz, P.L.S.

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires:

NOTARY PUBLIC

CERTIFICATE OF DEDICATION

Bistof Properties, LLC, hereby certifies that they are the owner and proprietor of the foregoing vacation and replat of Lot 1, Triflection Addition and Lot 2, Triflection Addition No. 2, an addition to the City of Casper, being more particularly described as follows.

Beginning at the brass cap at the northwest corner of said Triflection Addition No. 2; thence along the northwest line of said Triflection Addition No. 2, N63°19'52"E, 99.81 feet to a brass cap at the northwest corner of Lot 1 of said Triflection Addition No. 2; thence along the west line of Lot 1 of said Triflection Addition No. 2, S0°39'25"E, 49.37 feet to a brass cap at the southwest corner of said Lot 1; thence along the southeast line of said Lot 1, N63°18'31"E, 233.96 feet to a brass cap at the west right-of-way line of South Center Street; thence along the west right-of-way of South Center Street, S0°53'09"E, 52.32 feet to a brass cap at the southeast corner of Lot 1 of said Triflection Addition; thence along the southeast line of said Lot 1, Triflection Addition, S63°12'05"W, 234.13 feet to a brass cap at the southwest corner of Lot 1 of said Triflection Addition; thence along the southeasterly line of said Lot 2, Triflection Addition No. 2, S27°02'35"E, 88.27 feet to a brass cap at the southeasterly corner of said Lot 2, Triflection Addition No. 2 and a point in the northwest right-of-way line of West Collins Street; thence along the northwest right-of-way line of West Collins Street, S63°19'40"W, 140.82 feet to a brass cap; thence N26°47'28"W, 5.78 feet to a brass cap in the east right-of-way line of South David Street; thence along the east right-of-way line of South David Street, N0°40'45"W, 194.04 feet to the Point of Beginning.

The above described Lot contains 0.71 acres, more or less, and are subject to any and all rights-of-way, easements, reservations, and encumbrances which have been legally acquired

The subdivision of the foregoing described land as it appears on this plat is with the free consent and in accordance with the desires of the above named owners and proprietors. The name of said subdivision shall be known as 'BISTOF ADDITION' to the City of Casper, Wyoming

OWNER

Bistof Properties LLC  
128 W. Collins St.  
Casper, Wyoming 82604

Don Bistof - Managing Member, Bistof Properties, LLC.

STATE OF WYOMING )  
NATRONA COUNTY ) ss

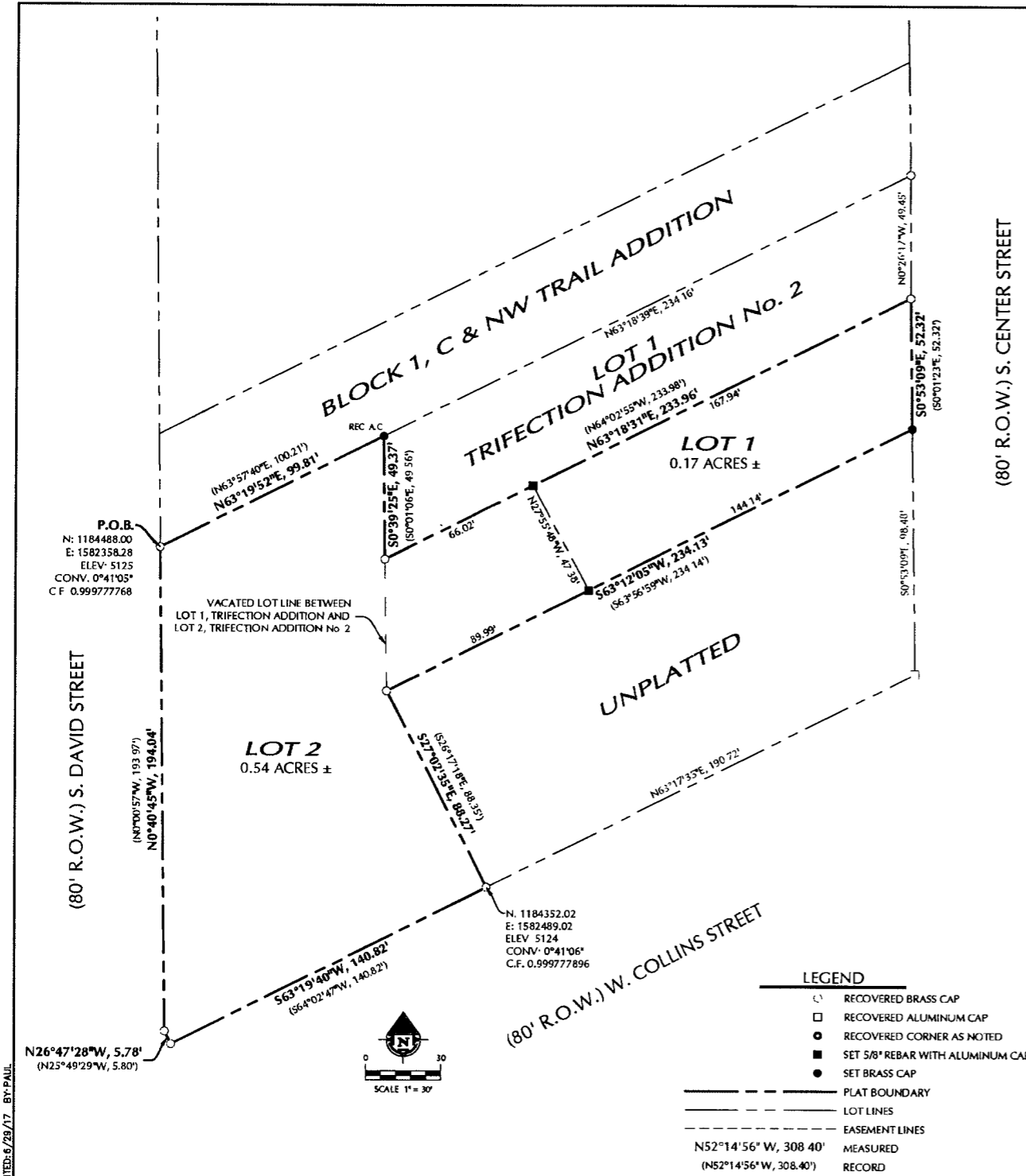
The foregoing instrument was acknowledged before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2017, by:

Don Bistof - Managing Member, Bistof Properties, LLC

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires:

NOTARY PUBLIC



LEGEND

|     |                                  |
|-----|----------------------------------|
| ( ) | RECOVERED BRASS CAP              |
| □   | RECOVERED ALUMINUM CAP           |
| ●   | RECOVERED CORNER AS NOTED        |
| ■   | SET 5/8" REBAR WITH ALUMINUM CAP |
| ●   | SET BRASS CAP                    |
| --- | PLAT BOUNDARY                    |
| --- | LOT LINES                        |
| --- | EASEMENT LINES                   |
| --- | MEASURED                         |
| --- | RECORD                           |

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

ATTEST: \_\_\_\_\_ SECRETARY  
\_\_\_\_\_ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. \_\_\_\_\_, DULY PASSED, ADOPTED AND APPROVED  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

ATTEST: \_\_\_\_\_ CITY CLERK  
\_\_\_\_\_ MAYOR

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.  
\_\_\_\_\_ CITY ENGINEER

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.  
\_\_\_\_\_ CITY SURVEYOR

NOTES

1. ERROR OF CLOSURE = 1:183,083
2. BASIS OF BEARING: WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86
3. DISTANCES: U.S. SURVEY FOOT
4. COORDINATES LISTED REFER TO CITY OF CASPER DATUM
5. ELEVATIONS LISTED ARE NOT TO BE USED AS BENCHMARKS

RECORDED

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

INSTRUMENT NO. \_\_\_\_\_  
COUNTY CLERK

FINAL PLAT OF  
"BISTOF ADDITION"

TO THE CITY OF CASPER, WYOMING  
LOCATED IN AND BEING A PORTION SW1/4NE1/4, SECTION 9,  
TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
NATRONA COUNTY, WYOMING

DATE: 5/18/2017  
PROJECT #: 17-21  
DRAWN BY: SAS

SHEET TITLE:  
RECORD OF SURVEY

SHEET NUMBER  
1 OF 1

ENGINEERING • SURVEYING • GIS MAPPING  
CONSTRUCTION MANAGEMENT  
111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
Ph: 307-265-4601 • Fax: 307-265-4672

**BISTOF ADDITION  
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. BisTof Properties, LLC, a Wyoming limited liability company, 128 West Collins, Casper, Wyoming 82601 (“Owner”).

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Lot 1, Triflection Addition and Lot 2, Triflection Addition No. 2, as Bistof Addition, comprising 0.71-acres, more or less, creating 2 Lots, located at 122, 132, 136 West Collins Drive.
- C. A plat of Bistof Addition (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

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

## 2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

## 2.2 Construction Sequence:

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

## 2.3 Certification of Construction; Repair Obligations:

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

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

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

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

#### 2.4 Underground Utilities and Street Lights:

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

#### 2.5 Soils Analysis:

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

#### 2.6 Erosion Control Program:

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

sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

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

## 2.7 Retaining Walls and Fences:

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

## 2.8 Water and Sewer:

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

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as



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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the

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

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

## SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

BisTof Properties, LLC  
 128 West Collins  
 Casper, Wyoming 82601


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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
  
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
  
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS:

OWNER  
BisTof Properties, LLC

By: Dee Hardy

By: [Signature]

Printed Name: Dee Hardy

Printed Name: DONALD P. BISIAK

Title: Admin. Support Tech

Title: MANAGER MEDICAL

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Kenyne Humphrey, as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

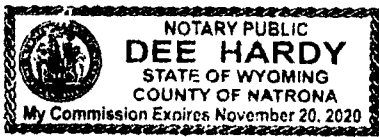
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 25<sup>th</sup> day of July, 2017 by Donald P Bislar as the Managing Member of BisTof Properties, LLC.

(Seal, if any)



Dee Hardy  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: 11/20/20]

RESOLUTION NO. 17-169

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOT 1 OF THE TRIFECTION ADDITION AND LOT 2 OF THE TRIFECTION ADDITION NO. 2 AS THE BISTOF ADDITION TO THE CITY OF CASPER

WHEREAS, an application has been made to vacate and replat Lot 1, Trifection Addition and Lot 2, Trifection Addition No. 2, as the Bistof Addition to the City of Casper; comprising 0.71-acres, more or less; and,

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

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

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

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

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

APPROVED AS TO FORM:



ATTEST:

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

Template 7/12/16

CITY OF CASPER, WYOMING  
A Municipal Corporation

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



August 1, 2017

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

FROM: Steve Schulz, Interim Chief of Police *SS*

SUBJECT Acceptance of Victim Services Grant 2018 Contract by the Casper Police Department

Meeting Type and Date:

Regular Council Meeting, August 15<sup>th</sup>

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize acceptance of a grant award from the Wyoming Office of the Attorney General, Division of Victim Services, in the amount of \$87,562, to be used for existing salaries, training, operating expenses, emergency assistance, advertising, and other services covered by the grant.

Summary:

The State of Wyoming funds this grant from several sources including, but not limited to, the State general fund, State Child Advocacy Centers Funds, State court surcharges on criminal offenders, and some Federal Violence Against Women Act funds.

The Casper Police Department has been notified that the Wyoming Office of the Attorney General, Division of Victim Services, desires to award the City of Casper a grant, in the amount of \$87,652 to be used for existing salaries, training, operating expenses, emergency assistance, advertising, and other services covered by the grant.

This grant is for the time period beginning July 1, 2017 through June 30, 2018. Funding will come from the Wyoming Office of the Attorney General, Division of Victim Services via federally supported funds as outlined in the Fiscal Year 2018 Contract. This grant was anticipated and has been included in the city budget.

The Fiscal Year 2018 Contract is provided.

Financial Considerations: None.

Oversight/Project Responsibility:

Leslie Fritzler, Victim Services Coordinator, Investigations Lt. Jeremy Tremel and Interim Chief Steve Schulz will oversee the grant funds with the assistance of Vicky Macy, Budget Specialist.

Attachments:

The Fiscal Year 2018 Contract and a resolution have been prepared for Council's consideration.

# FISCAL YEAR 2018 CONTRACT

For  
Services to Victims of Crime Between  
The Office of the Attorney General, Division of Victim Services  
And  
Casper Police Department

1. **Parties.** The parties to this Contract are Casper Police Department (Contractor), whose address is 201 N. David St. Casper, WY 82601, and the Office of the Attorney General, Division of Victim Services (Division), whose address is 320 West 25<sup>th</sup> Street 2<sup>nd</sup> Floor, Cheyenne, WY 82002.
2. **Purpose of Contract.** The purpose of this Contract is to provide funds to Wyoming Victim Service Providers.

**Provision of Services:** The Contractor shall provide services to victims of all crime as defined by and in accordance with applicable federal law, state law, the applicable Rules and Regulations of the Division of Victim Services and the approved strategic plan, grant proposals, and budgets on file at the Division. The Contractor agrees to adhere to all federal grant requirements and the assurances, Attachment B, which is attached and incorporated into this Contract and is being signed simultaneously with this Contract.

3. **Term of Contract.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Contract is from July 1, 2017 to June 30, 2018. All services shall be completed during this term.

4. **Reimbursement.**

A. **Reimbursement.** The Division agrees to reimburse Contractor for services described in this Contract. The total reimbursement under this Contract shall not exceed Eighty Seven Thousand Six Hundred Fifty Two Dollars and No Cents (\$87,652.00). No reimbursement shall be made prior to the Effective Date of this Contract. The **MAXIMUM** amount payable under this Contract is Eighty Seven Thousand Six Hundred Fifty Two Dollars and No Cents (\$87,652.00) and is allocated as follows:

1. The following federal funds must support the project as outlined in the SFY2017/2018 approved grant proposal:
  - a. VAWA: \$18,283 (Law Enforcement). Funds will be paid from the 2016-WF-AX-0038 VAWA-STOP grant, CFDA #16.588 for a VAWA Law Enforcement project.

- b. VOCA: \$21,127. Funds will be paid from the 2016-VA-GX-0051 VOCA-Assistance grant, CFDA # 16.575.
    2. The following FY2018 state funds must support the project as outlined in the SFY2017/2018 approved grant proposal:
      - a. State Victim Witness funds: \$36,550
      - b. State Surcharge funds: \$11,692
  - B. Suspension of Reimbursement.
    1. If the Contractor is not in compliance with the Division's Rules and Regulations (see section 5 (B) and 6 (B) below) the Division may withhold reimbursement for the month following the noncompliance and suspend future reimbursements until the Contractor is in compliance.
5. Responsibilities of Contractor.
  - A. Performance Accountability. The Contractor's governing body shall be accountable for the performance of this Contract.
  - B. Compliance with Rules. The Contractor shall comply with all applicable Rules and Regulations of the Division of Victim Services. In the event the Contractor's monthly statistics, fiscal, progress, or project summary reports are thirty (30) days late, the Division may withhold further reimbursements until all reports are made current.
  - C. Management Information System. The Contractor shall submit to the Division by electronic submission, accurate information on each client in the manner required by Division.
  - D. Financial Records and Reports. The Contractor shall maintain accounting records and documents in accordance with generally accepted accounting procedures and provide financial reports as may be requested by the Division.
  - E. Monitoring and Evaluation. The Contractor agrees to monitoring and evaluation of programs, services, and Contract compliance, to be conducted by staff of the Division in accordance with the applicable Rules and Regulations of the Division of Victim Services.
  - F. Corrective Action. The Contractor shall take corrective action in a timely manner to remedy any deficiencies affecting compliance with this Contract and/or to remedy any deficiencies affecting substantial compliance with the applicable Rules and Regulations of the Division of Victim Services.

- G. Minutes. Copies of minutes of board of directors' meetings will be on file at the Contractor's office and made available for review upon request of the Division.
- H. Required Meetings. The Contractor will ensure representation at grantee meetings, and management and program trainings convened by or on behalf of the Division.

6. **Responsibilities of the Division.**

- A. Consultation. The Division shall consult with and advise the Contractor, as necessary, to enable the Contractor to complete its duties under this Contract.
- B. Withholding Payments. The Division shall reimburse the Contractor, upon receipt of monthly invoices, unless the Contractor has failed to meet the requirements of this Contract, at which time the Division shall notify the applicable president or chairman of the board or administering agency designee of such noncompliance. Failure to take prompt corrective action may result in the Division withholding reimbursements until appropriate corrective action has been taken. If such action is not taken, the Contract may be terminated in accordance with the applicable Rules and Regulations of the Division of Victim Services or Section 8, paragraph T of this Contract.
- C. Monitoring and Evaluation. The Division shall monitor and evaluate the Contractor's compliance with the conditions and provisions set forth in this Contract.

7. **Special Provisions.**

- A. Source of Funds. Funds for this Contract are a combination of federal funds made available by the U.S. Congress and state general funds made available by the Wyoming Legislature. There is no obligation on the part of the State of Wyoming to continue these services with state general funds or with federal funds.
- B. Interest on Funds. The Contractor may not draw interest payments on funds made available through this Contract.
- C. Prohibited Uses of Funds. Funds made available to the Contractor through this Contract shall be used for purposes specified in the Contract and not for any other purpose. Prohibited uses of funds include, but are not limited to:
  - 1. Capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein;
  - 2. Payment of expenses for lobbying for state and federal funds, including travel, per diem, telephone, printing, or services of a lobbyist.

- D. Services for Full Term of Contract. The Contractor shall comply with all requirements of this Contract and shall provide all contracted services.
- E. Full-time County Offices. The Contractor agrees to maintain a full-time office in Natrona County in accordance with the Contractor's application for funding.
- F. Prohibition of Subcontracting. The Contractor shall not subcontract any services purchased under this Contract without prior written approval of the Division. If the Division approves a subcontract arrangement by the Contractor, the Contractor shall retain full program and fiscal responsibility for subcontracted services.
- G. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- H. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.
- I. Limitations on Lobbying Activities. By signing this agreement, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- J. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this agreement, shall identify the Office of the Attorney General, Division of Victim Services as the sponsoring agency and shall not be released without prior written approval of Division.
- K. Human Trafficking. As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
1. Engages in severe forms of trafficking in persons during the period of time the award is in effect;
  2. Procures a commercial sex act during the period of time the award is in effect; or

3. Uses forced labor in the performance of the award or subawards under the award.
- L. Federal Audit Requirements. Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R Part 200, Subpart F, (Attachment A) which is attached and incorporated into this Contract. If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to Division and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Division's records.
8. **General Provisions.**
- A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion hereof, for collateral for any financial obligation without the prior written permission of the Division.
- D. Assumption of Risk. The Contractor shall be responsible for any loss of state or federal funding either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Division shall notify the Contractor of any state or federal determination of noncompliance.
- E. Audit/Access to Records. The Division and any of its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor, which are pertinent to this Contract. The Division may request a standard audit of a Contractor's financial records to be completed at the Contractor's expense. The Contractor shall maintain such records for seven (7) years after termination of the Contract, or for one (1) year after the final resolution of any dispute arising from the Contract, whichever is later.

- F. Availability of Funds. Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated or available for the continuance of the services performed by the Contractor, the Contract may be terminated by the Division at the end of the period for which the funds are available. The Division shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. The parties agree that no penalty shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- G. Award of Related Contracts. The Division, under the applicable Rules and Regulations of the Division of Victim Services, may undertake or award to another contractor successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Division in all such cases.
- H. Certificate of Good Standing. Contractor shall provide to the Division a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
- I. Compliance with Law. The Contractor shall keep informed of and comply with all applicable federal and state laws and federal and state rules and regulations in the performance of this Contract, specifically including: Wyo. Stat. § 1-40-118(b), the applicable Rules and Regulations of the Division of Victim Services, and all subsequent amendments which relate to this Contract and the services to be provided.
- J. Entirety of Contract. This Contract, consisting of ten (10) pages, Attachment A, OMB A-133, consisting of one (1) page, Attachment B, Certified Assurances & Special Conditions, consisting of eight (8) pages, and the Contractor's approved strategic plan and the grant proposals, which are on file with the Division, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations and agreements, whether written or oral. In the event of conflict between the language of this contract and any Attachments, this Contract shall control.
- K. Ethics. Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract, including Executive Branch Code of Ethics (Executive Order 1997-4), the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.
- L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may

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

- M. Indemnification. Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- N. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Division may, at its discretion, terminate this Contract without liability to the Division, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- O. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- P. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- Q. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- R. Sovereign/Governmental Immunity. The State of Wyoming and the Division do not waive their sovereign immunity nor does the Contractor waive its governmental immunity by entering into the Contract, and each specifically retain immunity and all defenses available to them as sovereigns or as a governmental entity pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed



in favor of sovereign immunity.

- S. Suspension and Debarment. By signing this agreement Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and 44 CFR Part 17 or 2 C.F.R. Part 180, or are on the debarred or otherwise ineligible vendors list maintained by the federal government. Further, Contractor agrees to notify the Division by certified mail should it or of any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- T. Termination of Contract. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party or parties to this Contract. This Contract may be terminated by the Division immediately for cause if the Contractor fails to perform in accordance with the terms and conditions set forth in this Contract.

The Contractor agrees to termination of the Contract in accordance with the applicable Rules and Regulations of the Division of Victim Services after the occurrence of any of the following events unless the deficiency is corrected to the satisfaction of the Division:

1. The Contractor is not using contract funds for contract purposes;
  2. The contract program is not providing services to victims of crime consistent with § 1-40-118(b);
  3. The program is not of an acceptable standard or quality under the applicable Rules and Regulations of the Division of Victim Services;
  4. The Contractor is not complying with the terms of the Contract; or,
  5. The Contractor commits an act or omission in violation of federal, state, or local laws or rules of the Division which would affect services to clients served under this Contract.
- U. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this 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 provisions

of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- V. Waiver. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

**INTENTIONALLY LEFT BLANK**

9. **Signatures.** In witness thereof, the parties to this Contract through their duly authorized representatives have executed this Contract on the day and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of the Contract as set forth herein.

This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

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

**CONTRACTOR:**  
**Casper Police Department**

  
\_\_\_\_\_  
Jeremy Tremel, Lieutenant  
Casper Police Department

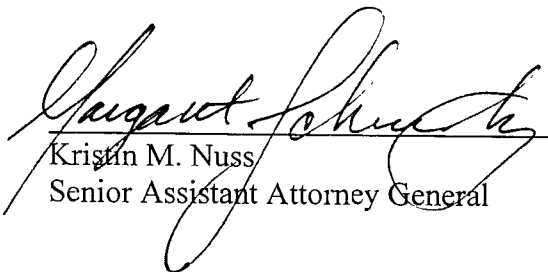
07.13.2017.  
\_\_\_\_\_  
Date

**DIVISION:**  
**Office of the Attorney General, Division of Victim Services**

\_\_\_\_\_  
Cara Boyle Chambers, Director

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

*for*  #168435  
\_\_\_\_\_  
Kristin M. Nuss  
Senior Assistant Attorney General

July 7, 2017  
\_\_\_\_\_  
Date

**ATTACHMENT A**  
**Wyoming Office of the Attorney General**  
**Division of Victim Services**

**Subgrantee Audit Requirements per**  
**OMB Circular A-133/2 CFR Part 200, Appendix XI**

Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Nonprofit Organizations requires the Wyoming Attorney General's Office Division of Victim Services to monitor our subgrantees of federal awards to determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations.

Accordingly, we request that you check one of the following and fill in required information.

1. \_\_\_ We have completed our Circular A-133 audit for the fiscal year ended \_\_\_\_\_.  
A copy of the audit report is enclosed.

(If audit findings were noted, enclose a copy of the responses, identify if the response was within 6 months of the findings, explain what management decisions were made to correct the findings.)

2. \_\_\_ We expect our Circular A-133 audit for the fiscal year ended \_\_\_\_\_ to be completed by \_\_\_\_\_. A copy of our audit report will be forwarded to the Wyoming Office of the Attorney General Division of Victim Services within 30 days of receipt of the report.

3. \_\_\_ We are not subject to a Circular A-133 audit because:

\_\_\_ We received less than \$750,000 in federal awards annually.  
Total federal awards received for the fiscal year ended \_\_\_\_\_ was in the amount of \$\_\_\_\_\_. (Include total of all federal grants)

\_\_\_ Other (please explain)\_\_\_\_\_

\_\_\_\_\_  
Subgrantee Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please provide all appropriate documentation regarding your organization's compliance with audit requirements, sign and date this letter and return it to your Regional Program Manager at the Wyoming Office of the Attorney General Division of Victim Services, 320 West 25<sup>th</sup> Street 2<sup>nd</sup> Floor, Cheyenne, WY 82002.

## ATTACHMENT B

### CERTIFIED ASSURANCES & SPECIAL CONDITIONS

#### 16 VOCA-A:

- **Compliance with DOJ Grants Financial Guide**

The Contractor agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the “2015 DOJ Grants Financial Guide”), including any updated version that may be posted during the period of performance.

- **Requirements related to System for Award Management and Unique Entity Identifiers**

The Contractor must comply with the applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Contractor also must comply with applicable restrictions on subawards (“subgrants”) to first-tier sub-contractors (first-tier “subcontractors”), including restrictions on subawards to entities that do not acquire and provide (to the Division) the unique entity identifier required by SAM registration.

The details of the Contractor’s obligations related to SAM and to unique entity identifiers are posted on the OJP website at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

- **Requirement for data on performance and effectiveness under the award**

The Contractor must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and GPRA Modernization Act, and other applicable laws.

- **Restrictions on “lobbying”**

Federal funds may not be used by the Contractor either directly or indirectly, to support or oppose enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

#### Attachment B

Should any question arise as to whether a particular use of Federal funds by a Contractor would or might fall within the scope of this prohibition, the Contractor is to contact the Division for guidance, and may not proceed without express prior written approval of the Division.

- **Compliance with general appropriations-law restrictions on the use of federal funds (FY2016)**

The Contractor, must comply with all applicable restrictions on the use of federal funds set out in federal appropriation statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2016, are set out at <http://oip.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise to whether a particular use of federal funds by a Contractor would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact the Division or OJP for guidance, and may not proceed without the express prior written approval of the Division or OJP.

- **Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

The Contractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub-contractor, contractor, subcontractor, or other person has, in connection with funds under this award—(1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>

- **Restrictions and certifications regarding non-disclosure agreements and related matters**

No Contractor under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

**Attachment B**

*To the Contract for Services between  
The Office of the Attorney General, Division of Victim Services  
and*

*Casper Police Department*

*Page 2 of 8*

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 1) In accepting this award, the Contractor—
  - a. represents that it neither is nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of awards funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 2) If the Contractor does or is authorized under this award to make subawards (“subgrants”), procurement contracts, or both—
  - a. it represents that—
    - i) it has determined that no other entity that the Contractor’s application proposes may or will receive award funds (whether through a subaward (“subgrant”), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - ii) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation, and
  - b. it certifies that, if it learns or is notified that any sub-contractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or

**Attachment B**

*To the Contract for Services between*

*The Office of the Attorney General, Division of Victim Services  
and*

*Casper Police Department*

permit resumption of) such obligations only if expressly authorized to do so by that agency.

- **Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The Contractor must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Contractor also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to applicability of the provisions of 41 U.S.C. 4172 to this award, the Contractor is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

- **Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Red. Reg. 51225 (October 1, 2009), DOJ encourages Contractors and sub-Contractors ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

- The Contractor authorizes Office for Victims of Crime (OVC) and/or the Office of the Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, papers or documents related to the VOCA grant. The State will further ensure that all VOCA subcontractors will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.
- The Contractor agrees to submit a Subgrant Award Report (SAR) to OVC within ninety (90) days of awarding funds. States and territories are required to submit this information through the automated system.

- **VOCA Requirements**

The Contractor assures that it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the Division certifies that funds under this award will:

**Attachment B**

*To the Contract for Services between  
The Office of the Attorney General, Division of Victim Services  
and  
Casper Police Department*



- a) be awarded only to eligible victim assistance organizations, 42 U.S.C. 10603(a)(2);
- b) not to be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 42 U.S.C. 10603(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

The Victims of Crime Act, as amended, 42 U.S.C. § 10604(e), and the Department of Justice implementing regulation at 81 Fed. Reg. 44,515, 44,532 (July 8, 2016) (to be codified at 28 C.F.R. § 94.114), prohibits OVC grantees from discriminating against any person on the basis of race, color, national origin, sex, religion, and disability in the delivery of services and employment practices. The grantee and sub-grantee acknowledges that it will comply with this provision.

The Contractor will comply with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

- **Demographic Data**

The Contractor assures that it will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

- The Contractor agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by the Division and OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

**VAWA-STOP:**

**Attachment B**

*To the Contract for Services between  
The Office of the Attorney General, Division of Victim Services  
and  
Casper Police Department*

- The Contractor agrees to comply with the applicable audit requirements of 2 CFR Part 200 or OMB Circular A-133, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and the current addition of the DOJ Grants Financial Guide.
- Contractor understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 U.S.C. 1913. The Contractor may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 U.S.C. 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.
- The Contractor must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has-(1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by – mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania, N.W. Room 4706 Washington, DC 20530, email: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov), hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881. Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.
- The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or actively funded in whole or part by OVW. The grantee acknowledges that it will comply with this provision. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.
- The Contractor agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, The Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3711 et seq., The Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162,

**Attachment B**

*To the Contract for Services between  
The Office of the Attorney General, Division of Victim Services  
and  
Casper Police Department*

The Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.

- The Contractor agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.
- The Contractor will comply with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
- All materials and publications (written, visual, or sound) resulting from this award activities shall contain the following statements: "This project was supported by subgrant No. \_\_\_\_\_ awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the Department of Justice, Office on Violence Against Women."
- The Contractor agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and /or sex of their children; pre-trial diversion programs not approved by the OVW or placement of offenders in such programs: mediation, couples counseling, family counseling or any manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.
- The Contractor agrees that grant funds will not be used to support the purchase of standard issued law enforcement items, such as uniforms, safety vests, shields, weapons, bullets,

**Attachment B**

*To the Contract for Services between  
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and*

*Casper Police Department*

and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.

**Certification:**

The undersigned affirms that the information contained in this document is true and accurate to the best of their knowledge.

---

Signature Chair/Board of Directors Agency Administrator/County Commissioner Date

---

Typed or Legibly Printed Name

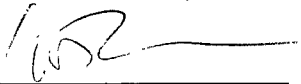
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Address Phone

APPROVAL AS TO FORM

I have reviewed the *Fiscal Year 2018 Contract for Services to Victims of Crime Between The Office of the Attorney General, Division of Victim Services and Casper Police Department*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 28 July, 2017



William R. Chambers  
Deputy City Attorney

RESOLUTION NO. 17-170

A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM THE STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL, DIVISION OF VICTIM SERVICES.

WHEREAS, the City of Casper has been approved for a grant of Eighty Seven Thousand Six Hundred Fifty Two Dollars (\$87,652) from the State of Wyoming Office of the Attorney General, Division of Victim Services; and,

WHEREAS, the City of Casper desires to accept the grant funds from the State of Wyoming Office of the Attorney General, Division of Victim Services; and,

WHEREAS, the City of Casper desires to utilize these grant funds for the Casper Police Department's Victim Witness Program for salaries, training, operating expenses, emergency assistance, advertising, and other services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the funds from the Wyoming Office of the Attorney General, Division of Victim Services, in the amount of Eighty Seven Thousand Six Hundred Fifty Two Dollars (\$87,652) are hereby accepted.

BE IT FURTHER RESOLVED: That the City Manager and/or his/her designee is hereby authorized to execute all documents pertaining to said grant.

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

APPROVED AS TO FORM:



---

ATTEST:

---

Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Kenyne Humphrey  
Mayor

July 19, 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. One with National Benefits Services LLC, (NBS) for the Provision of Flexible Spending Benefits Plan Administration Services.

Meeting Type & Date

Regular Council Meeting  
August 15, 2017

Action type

Resolution

Recommendation

That Council, by resolution, authorize a contract amendment with National Benefit Services, LLC (NBS) for the provision of Flexible Spending Benefits Plan administration services.

Summary

The City of Casper section 125 Dependent Care Flexible Spending Account and Health Flexible Spending Account administration services have been administered through NBS since January 1, 2013. Services include processing and paying claims and providing a web-based access system for participants to monitor accounts. Currently, 132 employees utilize flexible spending benefits.

The City has been satisfied with the administrative services provided by NBS. This contract amendment changes the compensation rate for the plan administration. The increase from the 2013 contract is \$0.35 per participating employee per month, which equates to \$554.40 annually.

Financial Considerations

Plan administration fees are budgeted for and paid for monthly out of the Employee Health Insurance Fund.

Oversight/Project Responsibility

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

Attachments

Contract Amendment  
Resolution

**AMENDMENT NO. ONE TO THE SERVICE AGREEMENT ("AMENDMENT")**

This Amendment to the Service Agreement ("Amendment") is entered into on this 1 day of August, 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. National Benefits Services, LLC ("Contractor"), 8523 South Redwood Road, West Jordan, Utah 84088.

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

**RECITALS**

A. On January 1, 2014, the City and Contractor entered into a Service Agreement ("Contract") for administration services in conjunction with a Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account.

B. Effective January 1, 2018, the parties desire to amend compensation rates as described in the Addendum to Schedule 'B' as attached.

**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**

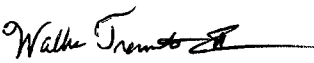
The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment.

**2. 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

  
\_\_\_\_\_



ATTEST


CITY OF CASPER, WYOMING  
A Municipal Corporation

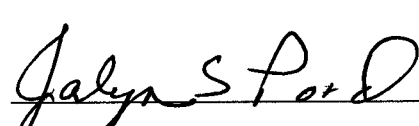
\_\_\_\_\_  
Tracey L. Belser  
Clerk

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

WITNESS

CONTRACTOR

By:   
Printed Name: Joshua T. Gardner  
Title: Relationship Manager

By:   
Printed Name: Jalyn S Pond  
Title: V.P. Implementation

CITY OF CASPER

FSA PLAN  
EFFECTIVE JANUARY 1, 2018

**ADMINISTRATION SERVICES**

|                                |                          |
|--------------------------------|--------------------------|
| Full Plan Administration ..... | \$3.30/Participant/Month |
| Minimum Monthly Bill .....     | \$50                     |

- Includes: Daily Claim Processing, Choice of Direct Deposit or Checks for Participant's Claim Payments, Internet Access Systems for Participants to Check Balance, Last Claims Paid, Annual Amount Remaining, etc.

|                      |                 |
|----------------------|-----------------|
| Annual Reports ..... | \$200.00 Waived |
|----------------------|-----------------|

- Includes: All Discrimination Tests, Re-Enrollment of Employees, Report Tax Savings to Company & Participants, where applicable.

|  |          |
|--|----------|
| Form 5500 Filing (if applicable) ..... | \$300.00 |
|--|----------|

- Includes: Up to 2 hours of work towards collection of necessary forms, Form 5500 preparation, and electronic filing with DOL via EFAST2 system. Work beyond 2 hours will be billed at the hourly rate specified below.

**MISCELLANEOUS SERVICES**

|  |   |
|--|---|
| Document Updates/Amendments .....            | \$150   |
| Mid-Year Plan Takeover .....                 | \$250 (if applicable)                             |
| Debit Card .....                             | \$18.00/Year (Paid by Employee)                   |
| Audit Coordination fee (first 3 hours) ..... | \$550   |
| Audits (extra hourly work) .....             | \$200/hour  |
| Early termination fee .....                  | Greater of \$500 or amount of most recent invoice |
| (less than 30 day notice)                    |   |
| Extra Hourly Work .....                      | \$150/hour  |

\_\_\_\_\_  
City of Casper

\_\_\_\_\_  
Date Signed

RESOLUTION NO. 17-171

A RESOLUTION AUTHORIZING AMENDMENT NO. ONE OF THE CONTRACT WITH NATIONAL BENEFITS SERVICES, LLC (NBS) FOR THE PROVISION OF FLEXIBLE SPENDING BENEFIT PLAN ADMINISTRATION SERVICES.

WHEREAS, the City of Casper entered into a *Service Agreement* (Contract) with National Benefits Services, LLC (NBS) on January 1, 2014 to provide services of a Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account; and,

WHEREAS, the parties desire to amend Schedule B with regard to Full Flex Plan Administration rates.

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. One (1) to the Service Agreement* with NBS to administer the City of Casper's Flexible Spending Benefit 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:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

August 11, 2017

MEMO TO: Honorable Mayor Humphrey and City Council  
FROM: J. Carter Napier, City Manager *JCN*  
SUBJECT: That Council, by Minute Action, Authorize the Appointment of New Members Jennifer True and Christopher Murray to the Downtown Development Authority (DDA) Board of Directors.

Meeting Type & Date

Regular Council Meeting  
August 15, 2017

Action type

Authorize Appointments  
Minute Action

Recommendation

That Council, by Minute Action, Authorize the Appointment of New Members Jennifer True and Christopher Murray to the Downtown Development Authority (DDA) Board of Directors, each for one (1), four (4) year term expiring June 30, 2021.

Summary

Ms. True and Mr. Murray would each be appointed to an open seat on the DDA Board. After notifying downtown stakeholders and publishing two times in the newspaper, six individuals applied to fill the open seats.

The DDA Board of Directors reviewed the applicants and recommends the appointments of Jennifer True and Christopher Murray as their newest members (letter attached). Per Wyoming State Statute 15-9-205, "a majority of members appointed shall reside, be a lessee or own property in the district." The DDA By-Laws, as well as the City Ordinance pertaining to the DDA, match state statute. Jennifer True is a property owner/mill levy contributor through Hilltop National Bank at 111 S. Durbin and 449 E. First Street. Christopher Murray is retired and does not own, work or live in the downtown area. The majority of the current DDA Board do reside, lease, or own property in the district. The ownership demographics of the Board are as follows:

|   |                        |
|---|------------------------|
| Brandon Daigle – No                                   | William Reese - Lessee |
| Lisa Burrige - Owner                                  | Pete Fazio - Lessee    |
| Nicholas Grooms – Lessee                              | Trudi Holthouse - No   |
| Brettnee Tromble - Owner Rep                          | Sona Rummel - Owner    |
| Jen True - Owner Rep -- Requested                     |                        |
| Christopher Murray - No-- Requested                   |                        |
| Charlie Powell - city liaison - excluded per 15-9-205 |                        |

Both Ms. True and Mr. Murray will each be appointed for one (1), four (4) year term and will be eligible to be reappointed for one additional four (4) year term after this current term expires June 30, 2021.

Financial Considerations

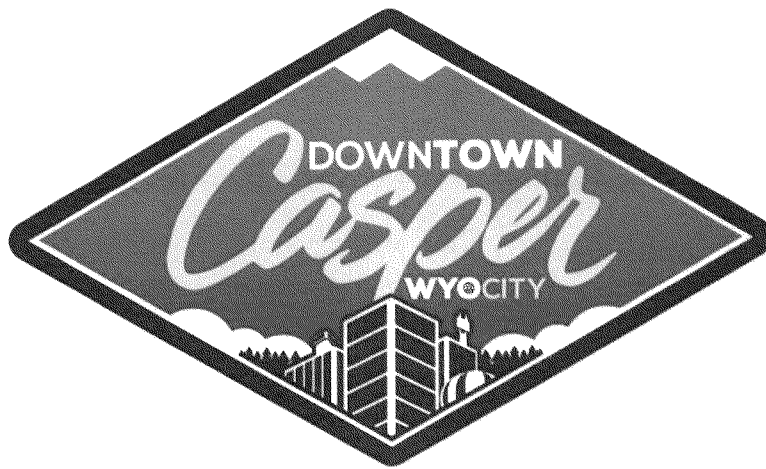
No Financial Considerations

Oversight/Project Responsibility

Kevin Hawley, Executive Director, Downtown Development Authority

Attachments

Letter of Recommendation for Appointment



July 12, 2017

The Honorable Kenyne Humphrey  
Mayor of the City of Casper  
The Honorable Members of the City Council  
The City of Casper  
200 N. David Street  
Casper, WY 82601

Dear Mayor Humphrey and Members of the City Council:

The Downtown Development Authority (DDA) respectfully requests Council to appoint Jennifer True and Christopher Murray to the vacant seats on the Board of Directors with each individual term expiring on June 30, 2021. The DDA began accepting applications for this position on June 1, 2017 with an email newsletter to downtown property owners, merchants, and community subscribers. This request for applicants was followed by two publications in the Casper Star Tribune on June 8th and June 18th. The publicized due date for applications was June 30, 2017. On Wednesday, July 12, our Board met and formally voted to recommend these two applicants to the Mayor and City Council for appointment.

The terms, effective July 1, 2017 are for four years, per State Statute 15-9-205 and local City Ordinance No. 21-15, passed, approved and adopted on September 15, 2015. The four year term also matches our mill-levy election and funding cycle and helps create institutional knowledge for critical elements of our organization.

The board extends its sincere appreciation to you and the council for your consideration of these great community leaders.

Respectfully submitted,

*Kevin Hawley*

Kevin Hawley  
Executive Director

**DOWNTOWN DEVELOPMENT  
— AUTHORITY —**

• 341 W. Yellowstone Hwy • Casper, WY • 82601 •