

REGULAR COUNCIL MEETING  
Tuesday, July 18, 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 JULY 5, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JULY 15, 2017
4. CONSIDERATION OF MINUTES OF THE JULY 6, 2017 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JULY 17, 2017
5. CONSIDERATION OF BILLS AND CLAIMS
6. BRIGHT SPOTS IN OUR COMMUNITY - HONORING COMMUNITY ORGANIZATIONS AND BUSINESSES FOR CONTRIBUTING TO THE SOFT ROOM IN THE CASPER POLICE DEPARTMENT

7. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish August 1, 2017, as the Public Hearing Date for Consideration of:
  - a. Ordinance to **Vacate** a Portion of the Alley South of **West Yellowstone Highway**, Between David Street and Ash Street.

8. PUBLIC HEARING

A. Minute Action

1. New **Restaurant Liquor License No. 35** DT Wings and Greens, LLC, d/b/a **Down Turn Wings and Greens**, Located at 4035 CY Avenue.

9. RESOLUTIONS

A. Consent

1. Approving **Temporary Extension of Hours** of Operation for **Liquor License Holders** for August 20, 2017.
2. Authorizing Amendment No. 2 to the April 2002 **True Family** Contract for **Outside-City Water and Sewer Service**.
3. Authorizing an Agreement with **HDR Engineering, Inc.**, for **Water Right/Water Supply Studies, Tasks and Activities**, in an Amount not to Exceed \$50,000.
4. Authorizing an Agreement with **Pittsburg Tank & Tower Maintenance Co., Inc.**, in the Amount of \$184,616, for the **Sunrise II Water Storage Tank Interior Painting Project**.
5. Accepting Grant from the **Wyoming Governor's Big Game Coalition**, in the Amount of \$5,000, for **Russian Olive Removal and Re-Growth Monitoring** in the Morad Water Wellfield.
6. Authorizing Agreement with **Dave Loden Construction, Inc.**, in the Amount of \$62,885, for the **Casper Public Utilities Roof Replacements Project**.
7. Authorizing Mayor to Sign a **Letter of Support** for the **Town of Evansville Metro Road Extension Project**.
8. Authorizing Application for a Transportation Alternatives Program Grant to the **Wyoming Department of Transportation**, in the Amount of \$387,723.47, for the **Rotary Park Pathway – Phase III**.

9. RESOLUTIONS (continued)

A. Consent

9. Authorizing an Easement Agreement with **Qwest Corporation** for the Relocation of a Communication Line Underground for the **David Street Station Project**.
10. Authorizing a Professional Services Agreement with **KONE Elevator Inc.**, in the Amount of \$95,752.19, for **Maintenance of Elevators** at City of Casper Facilities.
11. Authorizing Agreement with **CW Corner, LLC**, for **Country Club Road Improvement Costs**.
12. Authorizing Agreement with **East Elkhorn Ranch, LLC**, for **Country Club Road Improvement Costs**.
13. Rescinding Resolution No. 00-9 and **Adopting Rules of the City Council** for the City of Casper, Wyoming.

10. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of One (1) Combination **Sewer Jet Vac Truck Body** from **Enviro Clean Intermountain**, Gresham, Oregon, in the Estimated Total Amount of \$320,897, for Use by the Waste Water Collection Division of the Public Services Department.

11. COMMUNICATIONS

A. From Persons Present

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

13. ADJOURN INTO EXECUTIVE SESSION - PERSONNEL

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, August 1, 2017 – Council Chambers

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

**Work sessions**

4:30 p.m. Tuesday, July 25, 2017 – Council Meeting Room

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

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ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
July 5, 2017

Casper City Council met in regular session at 6:00 p.m., Wednesday, July 5, 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 Huckabay, to, by minute action, approve the minutes of the June 20, 2017, regular Council meeting, as published in the Casper-Star Tribune on June 25, 2017. Motion passed.

Moved by Councilmember Pacheco, seconded by Councilmember Walsh, to, by minute action, approve payment of the July 5, 2017, bills and claims, as audited by City Manager Napier. Councilmember Morgan noted he wished to abstain from voting on invoices pertaining to BMiller and JMorgan. Motion passed.

Bills & Claims  
07/05/17

71Construction	Projects	\$10,157.00
A-1	Services	\$110.00
AAALandscaping	Services	\$6,289.35
AEsslinger	Refund	\$527.18
AGiraldo	Services	\$40.00
AgterraTech	Software	\$20,555.00
AHolman	Reimb	\$24.87
AMBI	Services	\$267.02
Amerigas	Goods	\$11,828.21
Ameritech	Services	\$12,924.36
AquaSmrt	Goods	\$98,727.00
ArrowheadHeating	Services	\$408.00
ATSSpec	Shipping	\$5,189.80
Balefill	Services	\$68,787.93
BankOfAmerica	Goods	\$446,843.85
BarDSigns	Goods	\$427.61
BHEnergy	Services	\$4,285.26
BMiller	Refund	\$1,355.88
C Simons	Reimb	\$252.53
CarrCoatings	Services	\$126,269.65
CasperPubSafetyComm	Services	\$2,497.16
CATC	Funding	\$176,790.00
CCook	Reimb	\$19.91
CDecker	Refund	\$113.20
CDWGvmt	Goods	\$2,855.66
Centurylink	Services	\$568.23

CityofCasper	Services	\$11,552.67
CJohnston	Refund	\$240.00
CMITeco	Goods	\$36,366.00
CobanTech	Services	\$1,020.00
CollectionCenter	Services	\$183.83
CommTech	Goods	\$1,058.00
Comtronix	Services	\$807.19
CrimeSceneInfo	Services	\$86.25
DaveLodenConstruction	Projects	\$45,229.53
Dell	Goods	\$927.81
DPCIndustries	Goods	\$5,962.32
EnvironmentalCivilSolutions	Services	\$2,856.95
FirstData	Services	\$6,328.19
FirstInterstateBank	Services	\$387.00
FullContactConcrete	Services	\$19,902.63
GarlickLaw	Services	\$1,600.86
GlobalSpect	Funding	\$26,500.00
GolderAssociates	Services	\$2,482.50
GrizzlyExcavating	Projects	\$10,874.10
Hach	Goods	\$731.37
HDR Engineering	Projects	\$1,936.80
Homax	Goods	\$17,595.63
Homolka	Services	\$550.00
IndRepairSvc	Supp	\$385.10
ISC	Supplies	\$9,813.24
ITCElec	Services	\$2,841.30
JMorgan	Reimb	\$746.50
JRConstruction	Services	\$2,688.00
JTLGroup	Services	\$10,309.52
LoganSimpsonDsn	Services	\$19,908.85
LongBuildingTech	Services	\$2,921.00
LRimmer	Refund	\$154.00
MCCI	Services	\$703.20
McMurryReadyMix	Goods	\$1,381.50
MDavis	Refund	\$7.28
MunicipalCodeCorp	Goods	\$1,015.27
NCHHealthDept	Funding	\$225.00
NevesUniforms	Goods	\$2,251.10
NordicSound	Goods	\$280.25
NorthParkTransport	Services	\$89.09
Pepsi	Goods	\$11.35
PostalPros	Services	\$16,613.01
PZowada	Reimb	\$41.99
Raftelis	Services	\$12,528.60
RBehrens	Refund	\$43.39
RDelaney	Speaker	\$2,311.22

RockyMtnPower	Services	\$161,889.30
RodBarstadsPnt	Services	\$1,085.39
ShoshoneDistributing	Goods	\$1,100.50
SkylineRanches	Services	\$117.54
SNelson	Reimb	\$59.84
Snyder	Refund	\$404.53
SStockero	Reimb	\$433.54
StarLineFeeds	Goods	\$374.35
StealthPartnerGroup	Services	\$55,534.46
StellarProgramming	Services	\$7,700.00
StotzEquipment	Goods	\$12,400.00
SWL	Services	\$14,441.38
TretoConstruction	Projects	\$45,419.98
TSheehan	Reimb	\$100.00
Tweed'sWholesale	Goods	\$284.76
UrbanInteractive	Services	\$250.00
WasteWaterTreatment	Funding	\$600.00
WBohman	Reimb	\$357.60
WesternMedical	Services	\$375.00
WesternWaterConsult	Services	\$494.10
WestlandPark	Services	\$594.88
WilliamsPorterDay	Services	\$37.00
WorthingtonLenhart&Carpenter	Services	\$2,648.63
WYDOT	Services	\$42.14
WYFoxTv	Services	\$236.00
WyMachinery	Goods	\$615,667.23
WyPrecastProd	Supplies	\$12,600.00
WyRetirementPD	Svc	\$9,002.06
		\$2,224,814.26

Mayor Humphrey recognized the Senior Advocacy Committee for their success in helping Casper to become the first age-friendly community in Wyoming and implementing recommendations from the Senior Services Study. She then introduced Mr. Sam Shumway, AARP Wyoming State Director, who described the background and future plan for Casper with respect to senior services. Members of the committee then came forward to receive a certificate of appreciation from the City and City Council.

Moved by Councilmember Hopkins, seconded by Councilmember Johnson to, by minute action: establish July 18, 2017, as the public hearing date for the consideration of new Restaurant Liquor License No. 35 DT Wings and Greens, LLC, d/b/a Down Turn Wings and Greens, located at 4035 CY Avenue.

Mayor Humphrey opened the public hearing for the consideration of the Generation Casper Comprehensive Plan Update.

City Attorney Luben entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated June 26, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated June 21, 2017. City Manager Napier provided a brief report and introduced Bruce Meighen and Kristina Kachur, consultants from Logan Simpson Design, to provide further information on the plan.

Speaking in favor were: Bob King, 3551 East 21<sup>st</sup> Street; Charles Walsh, 300 South Wolcott Street; Kirsten Veneda, 1633 Westride Place; Steve Cathey, 2141 Corwall; and Woody Giles, 290 East Magnolia Street. There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 17-129  
A RESOLUTION ADOPTING THE 2017 CASPER  
COMPREHENSIVE PLAN UPDATE.

Councilmember Hopkins presented the foregoing resolution for adoption. Seconded by Councilmember Powell. Motion passed.

Mayor Humphrey opened the public hearing for the consideration of the trade of real properties located in Block 1 of the Casper Addition.

City Attorney Luben entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated June 30, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated July 5, 2017. City Manager Napier provided a brief report.

Speaking in favor were: Phil Schmidt, 3911 Otter; Jennifer McDowell, 159 North Wolcott; Kevin Hawley, 341 West Yellowstone Highway; and Pat Sweeney, 951 North Kimball. There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 17-130  
A RESOLUTION AUTHORIZING A REAL ESTATE TRADE  
AGREEMENT AND OTHER NECESSARY DOCUMENTS FOR  
THE TRADE OF CITY-OWNED PROPERTY WITH  
PROPERTY OWNED BY FIRE STATION LIMITED  
PARTNERSHIP.

Councilmember Powell presented the foregoing resolution for adoption. Seconded by Councilmember Hopkins. Motion passed.



Following resolution read:

RESOLUTION NO. 17-131  
A RESOLUTION AUTHORIZING A LEASE AGREEMENT  
BETWEEN THE CITY OF CASPER AND FIRE STATION  
LIMITED PARTNERSHIP FOR THE LEASING OF LOT 8,  
BLOCK 1, IN THE CITY OF CASPER, WYOMING.

Councilmember Johnson presented the foregoing resolution for adoption. Seconded by Councilmember Pacheco. City Manager Napier provided a brief report.

Mr. Phil Schmidt and Ms. Jennifer Dowell came forward to speak to Council in favor of the resolution.

Council discussed the item briefly and voted on the resolution. All voted aye, except Councilmember Morgan, who voted nay. Motion passed.

Mayor Humphrey opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 34, to New Chopstix Asian Bistro Casper, Inc., located at 1937 East 2<sup>nd</sup> Street.

City Attorney Luben entered four (4) exhibits: correspondence from Tracey L. Belser, to J. Carter Napier, dated June 27, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated June 28, 2017, an affidavit of website publication, as published on the City of Casper website, dated June 16, 2017, and the Liquor License application filed May 10, 2017. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving Restaurant Liquor License No. 34, the public hearing was closed.

Moved by Councilmember Huckabay, seconded by Councilmember Walsh, to, by minute action, authorize the issuance of Restaurant Liquor License No. 34. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-132  
A RESOLUTION AUTHORIZING AN AGREEMENT  
BETWEEN THE TOWN OF KAYCEE AND THE CITY OF  
CASPER FOR PROVIDING DISPOSAL OF SOLID WASTE.

RESOLUTION NO. 17-133  
A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
HALL'S CUSTOM PAVING & EXCAVATION, INC., FOR THE  
CATC PARKING LOT REPAIRS, PROJECT NO. 16-058.

RESOLUTION NO. 17-134

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RAMSHORN CONSTRUCTION, INC., FOR THE 2017 MISCELLANEOUS SANITARY SEWER REPLACEMENT, PROJECT NO. 17-029.

RESOLUTION NO. 17-135

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRIZZLY EXCAVATING & CONSTRUCTION, LLC, FOR THE ENGLISH AVENUE STREET IMPROVEMENTS, PROJECT NO. 16-049.

RESOLUTION NO. 17-136

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SOLID WASTE PROFESSIONALS OF WYOMING, LLC (SWPW) FOR DESIGN, BIDDING ASSISTANCE CONSTRUCTION QUALITY CONTROL OVERSIGHT AND PROJECT ADMINISTRATION FOR CONSTRUCTION OF THE CASPER BALEFILL CLOSURE.

RESOLUTION NO. 17-137

A RESOLUTION ACCEPTING A TREE PLANTING GRANT FROM KEEP AMERICA BEAUTIFUL.

RESOLUTION NO. 17-138

A RESOLUTION AUTHORIZING A CONTRACT FOR CONSTRUCTION ADMINISTRATION, MATERIALS TESTING AND CONTROL MONUMENT INSTALLATION SERVICES WITH INBERG MILLER ENGINEERS (IME), FOR THE COLUMBINE STREET IMPROVEMENTS PROJECT.

RESOLUTION NO. 17-139

A RESOLUTION AUTHORIZING A UTILITY SERVICE/REPAIR PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE ABANDONEMENT OF SIX WATER SERVICES LINES AT THE INTERSECTION OF HWY 20/26 AND HWY 257.

RESOLUTION NO. 17-140

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH THOMAS F. DUCHEN & ASSOCIATES, INC., D/B/A RIVER OAKS COMMUNICATIONS CORPORATION.

RESOLUTION NO. 17-141  
A RESOLUTION AUTHORIZING A LEASE AGREEMENT  
WITH C & R ENTERPRISE WYOMING LLC, FOR  
OPERATION OF THE 19<sup>TH</sup> HOLE RESTAURANT AT THE  
MUNICIPAL GOLF COURSE.

RESOLUTION NO. 17-142  
A RESOLUTION AUTHORIZING THE PURCHASE AND  
INSTALLATION OF EQUIPMENT FOR THE 2017 FORD  
INTERCEPTOR SUVS.

Councilmember Johnson presented the foregoing eleven (11) resolutions for adoption. Seconded by Councilmember Walsh. Motion passed.

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

- 1) Authorize the sole source purchase of ten (10) Avon Deltair self-contained breathing apparatus, four (4) SCBA masks, and nineteen (19) one-hour SCBA cylinders.
- 2) Authorize the sole source purchase of one (1) Smith Detection Gas ID System.

Motion passed.

Individuals addressing the Council were: Pat Sweeney, 951 North Kimball, regarding the value of hiring local contractors and the special council meeting scheduled for July 6, 2017; and Preston Pilant regarding the status of the ordinance change pertaining to gambling that affects funding for the Pet Ring Foundation.

Mayor Humphrey noted the next meetings of the City Council will be a Special Meeting to be held at 6:00 p.m., Thursday, July 06, 2017, at FireRock Steakhouse, and a work session to be held at 4:30 p.m., Tuesday, July 11, 2017, in the Council's meeting room.

Moved by Councilmember Walsh, seconded by Councilmember Johnson, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 8:05 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Kenyne Humphrey  
Mayor

COUNCIL PROCEEDINGS  
FireRock Steakhouse – Granite Room  
6100 E. 2<sup>nd</sup> Street  
July 6, 2017

Casper City Council met in special session at 6:00 p.m., Thursday, July 6, 2017. Present: Councilmembers Huckabay, Laird, Morgan, Pacheco, Walsh and Mayor Humphrey. Absent Councilmembers Hopkins and Johnson. Councilmember Powell arrived around 7 p.m.

The goal of this meeting was for Councilmembers to become acquainted with City Manager Napier, and therefore no agenda was set. Councilmembers engaged in casual conversation with City Manager Napier and amongst themselves. No key issues or topics were identified for future Council meetings.

The meeting was not formally adjourned, and Councilmembers began leaving at 8:10 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Kenyne Humphrey  
Mayor

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## 71 CONSTRUCTION, INC.

13292HP 1/2" HOT MIX ASPHALT  
13391HP 1/2" HOT MIX ASPHALT  
13456HP 1/2" HOT MIX ASPHALT

\$632.88  
\$2,778.30  
\$274.32

**\$3,685.50** Subtotal for Dept. Streets

1701-8 NORTH PLATTE SANITARY SEWER

\$50,132.34

**\$50,132.34** Subtotal for Dept. Waste Water

**\$53,817.84** Subtotal for Vendor

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

17-06-472 POSTAGE

\$15.57

**\$15.57** Subtotal for Dept. City Attorney

17-06-476 POSTAGE

\$668.52

**\$668.52** Subtotal for Dept. Finance

17-06-485 POSTAGE

\$424.51

**\$424.51** Subtotal for Dept. Police

**\$1,108.60** Subtotal for Vendor

## AAA LANDSCAPING

13471 WEED MOWING

\$134.31

13363 WEED MOWING

\$290.25

**\$424.56** Subtotal for Dept. Code Enforcement

**\$424.56** Subtotal for Vendor

## ALLAN'S CONCRETE

072986 RESET REFLECTOR POSTS

\$1,000.00

**\$1,000.00** Subtotal for Dept. Property & Liability Insurance

**\$1,000.00** Subtotal for Vendor

## ALLIANCE ELECTRIC LLC.

6890 PUMP MOTOR

\$70.00

6889 EMERGENCY LIGHTS

\$768.71

**\$838.71** Subtotal for Dept. Balefill

**\$838.71** Subtotal for Vendor

## AMERI-TECH EQUIPMENT CO.

103740 FREIGHT

\$1,152.70

103701 REPAIR GRABER ARMS

\$1,226.25

**\$2,378.95** Subtotal for Dept. Refuse Collection

**\$2,378.95** Subtotal for Vendor

## B & B SALES & SERVICE

7279 WEED MOWING

\$689.35

**\$689.35** Subtotal for Dept. Code Enforcement

**\$689.35** Subtotal for Vendor

## BLACK HILLS ENERGY

AP000183063017 NATURAL GAS

\$3,111.29

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## BLACK HILLS ENERGY

RIN0027849 NATURAL GAS	\$3,111.29	Subtotal for Dept.	Aquatics
	\$75.34		
AP000187063017 NATURAL GAS	\$75.34	Subtotal for Dept.	Balefill
	\$15.00		
AP000226063017 NATURAL GAS	\$15.00	Subtotal for Dept.	Buildings & Structures
	\$33.86		
AP000227063017 NATURAL GAS	\$33.86	Subtotal for Dept.	Cemetery
AP000190063017 NATURAL GAS	\$970.96		
AP000185063017 NATURAL GAS	\$70.00		
	\$15.00		
AP000188063017 NATURAL GAS	\$1,055.96	Subtotal for Dept.	City Hall
	\$37.81		
AP000184063017 NATURAL GAS	\$37.81	Subtotal for Dept.	Golf Course
	\$251.41		
AP000191063017 NATURAL GAS	\$251.41	Subtotal for Dept.	Ice Arena
	\$955.22		
	\$955.22	Subtotal for Dept.	Recreation
	\$5,535.89	Subtotal for Vendor	

## CARTER NAPIER

RIN0027862 INTERVIEW EXPENSES	\$50.00		
	\$50.00	Subtotal for Dept.	City Manager
	\$50.00	Subtotal for Vendor	

## CASEY LYNCH

RIN0027840 BOOT REIMBURSEMENT	\$73.79		
	\$73.79	Subtotal for Dept.	Streets
	\$73.79	Subtotal for Vendor	

## CASPAR BUILDING SYSTEMS, INC.

RIN0027854 FIRE STATION #6 CONSTRUCTION	\$11,950.00		
	\$11,950.00	Subtotal for Dept.	Fire
	\$11,950.00	Subtotal for Vendor	

## CASPER AREA TRANSPORTATION COALITION

RIN0027848 TRIP TICKETS	\$36.00		
RIN0027847 TRIP TOKENS	\$12.75		
	\$48.75	Subtotal for Dept.	CDBG
	\$48.75	Subtotal for Vendor	

## CASPER MUNICIPAL BAND

RIN0027822 MUNICIPAL BAND FY18 FUNDING	\$126,894.12		
	\$126,894.12	Subtotal for Dept.	Social Community Services
	\$126,894.12	Subtotal for Vendor	

## CASPER PUBLIC UTILITIES

RIN0027842 SANITATION	\$106.50		
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# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## CASPER PUBLIC UTILITIES

RIN0027842 SEWER

\$21.65

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

**\$128.15** Subtotal for Vendor

## CENTRAL PAINT & BODY

32200 BODY REPAIRS

\$557.40

**\$557.40** Subtotal for Dept. Fleet Maintenance

**\$557.40** Subtotal for Vendor

## CENTRAL WY. REGIONAL WATER

153020 PLC/SCADA UPGRADE

\$87,661.00

**\$87,661.00** Subtotal for Dept. Water

**\$87,661.00** Subtotal for Vendor

## CENTURYLINK

RIN0027846 PHONE USE

\$64.45

**\$64.45** Subtotal for Dept. Balefill

RIN0027864 PHONE USE

\$76.92

RIN0027867 PHONE USE

\$125.62

RIN0027864 PHONE USE

\$134.55

RIN0027864 PHONE USE

\$692.28

**\$1,029.37** Subtotal for Dept. Casper Events Center

RIN0027864 PHONE USE

\$20.61

**\$20.61** Subtotal for Dept. Cemetery

RIN0027864 PHONE USE

\$44.85

**\$44.85** Subtotal for Dept. City Attorney

RIN0027867 PHONE USE

\$34.50

**\$34.50** Subtotal for Dept. City Hall

RIN0027864 PHONE USE

\$44.85

**\$44.85** Subtotal for Dept. City Manager

RIN0027867 PHONE USE

\$64.84

**\$64.84** Subtotal for Dept. Code Enforcement

RIN0027867 PHONE USE

\$60.78

RIN0027864 PHONE USE

\$411.42

RIN0027864 PHONE USE

\$341.50

RIN0027867 PHONE USE

\$83.08

RIN0027843 PHONE USE

\$59.46

RIN0027843 PHONE USE

\$493.31

RIN0027843 PHONE USE

\$10,188.39

RIN0027867 PHONE USE

\$67.78

RIN0027867 PHONE USE

\$23.37

RIN0027867 PHONE USE

\$64.84

RIN0027867 PHONE USE

\$60.78

RIN0027867 PHONE USE

\$311.59

RIN0027867 PHONE USE

\$38.46

RIN0027867 PHONE USE

\$64.84

RIN0027867 PHONE USE

\$83.08

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## CENTURYLINK

RIN0027867 PHONE USE

\$60.78

**\$12,413.46** Subtotal for Dept. Communications Center

RIN0027864 PHONE USE

\$39.87

AP000057062217 PHONE USE

\$829.75

AP000132062217 PHONE USE

\$1,899.62

**\$2,769.24** Subtotal for Dept. Finance

RIN0027864 PHONE USE

\$76.92

RIN0027843 PHONE USE

\$90.92

RIN0027867 PHONE USE

\$73.95

RIN0027867 PHONE USE

\$64.84

RIN0027873 PHONE USE

\$64.84

RIN0027867 PHONE USE

\$64.84

RIN0027864 PHONE USE

\$76.92

RIN0027867 PHONE USE

\$64.84

RIN0027864 PHONE USE

\$153.84

RIN0027864 PHONE USE

\$39.87

RIN0027864 PHONE USE

\$62.36

RIN0027864 PHONE USE

\$76.92

RIN0027864 PHONE USE

\$45.27

**\$956.33** Subtotal for Dept. Fire

RIN0027864 PHONE USE

\$76.92

RIN0027867 PHONE USE

\$62.80

RIN0027864 PHONE USE

\$44.85

**\$184.57** Subtotal for Dept. Fleet Maintenance

RIN0027864 PHONE USE

\$44.85

**\$44.85** Subtotal for Dept. Ice Arena

RIN0027864 PHONE USE

\$81.94

**\$81.94** Subtotal for Dept. Metro Animal

RIN0027867 PHONE USE

\$64.84

**\$64.84** Subtotal for Dept. Parking

RIN0027867 PHONE USE

\$121.57

RIN0027867 PHONE USE

\$44.30

**\$165.87** Subtotal for Dept. Parks

RIN0027867 PHONE USE

\$64.84

RIN0027867 PHONE USE

\$62.80

RIN0027864 PHONE USE

\$39.87

RIN0027864 PHONE USE

\$76.92

RIN0027867 PHONE USE

\$22.77

RIN0027843 PHONE USE

\$106.95

RIN0027867 PHONE USE

\$39.21

**\$413.36** Subtotal for Dept. Police

RIN0027864 PHONE USE

\$76.92

RIN0027864 PHONE USE

\$39.87

RIN0027864 PHONE USE

\$39.87

RIN0027864 PHONE USE

\$41.16

RIN0027864 PHONE USE

\$123.48

**\$321.30** Subtotal for Dept. Recreation



# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## CENTURYLINK

RIN0027867	PHONE USE	\$45.35		
RIN0027867	PHONE USE	\$64.84		
RIN0027867	PHONE USE	\$45.35		
		<b>\$155.54</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
RIN0027864	PHONE USE	\$89.70		
RIN0027867	PHONE USE	\$1,772.85		
RIN0027864	PHONE USE	\$76.44		
		<b>\$1,938.99</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
RIN0027864	PHONE USE	\$124.15		
RIN0027864	PHONE USE	\$76.92		
RIN0027867	PHONE USE	\$194.52		
		<b>\$395.59</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
		<b>\$21,209.35</b>	<b>Subtotal for Vendor</b>	

## CH2M HILL, INC.

381109158	DESIGN N PLATTE SANITARY SEWER	\$10,278.17		
		<b>\$10,278.17</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
		<b>\$10,278.17</b>	<b>Subtotal for Vendor</b>	

## CITY OF CASPER - BALEFILL

1339/153298	SANITATION	\$55.00		
1339/153429	SANITATION	\$30.00		
		<b>\$85.00</b>	<b>Subtotal for Dept.</b>	<b>Casper Events Center</b>
1967/153185	SANITATION	\$185.00		
		<b>\$185.00</b>	<b>Subtotal for Dept.</b>	<b>Code Enforcement</b>
247/153312-317	SANITATION	\$600.00		
		<b>\$600.00</b>	<b>Subtotal for Dept.</b>	<b>Parks</b>
2772/153233	SANITATION	\$5,882.01		
2772/153349	SANITATION	\$11,495.26		
2772/153080	SANITATION	\$6,202.59		
2772/153303	SANITATION	\$6,211.48		
2772/153480	SANITATION	\$5,408.29		
2772/153257	SANITATION	\$5,432.73		
2772/153355	SANITATION	\$53,600.00		
2772/153202	SANITATION	\$6,436.65		
2772/153107	SANITATION	\$6,707.37		
2772/153401	SANITATION	\$5,723.66		
2772/153491	SANITATION	\$339.34		
2772/153519	SANITATION	\$6,356.28		
2772/153436	SANITATION	\$5,251.78		
		<b>\$125,047.44</b>	<b>Subtotal for Dept.</b>	<b>Refuse Collection</b>
1666/153518	SANITATION	\$262.73		
		<b>\$262.73</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
1276/153479	SANITATION	\$117.50		
1276/153345	SANITATION	\$105.75		
1276/153078	SANITATION	\$94.00		
1276/153198	SANITATION	\$1,471.16		

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## CITY OF CASPER - BALEFILL

1276/153302 SANITATION

\$105.75  
**\$1,894.16** Subtotal for Dept. Waste Water  
**\$128,074.33** Subtotal for Vendor

## CLYDE HANAMAIKAI

H6001-20222 TOOL REIMBURSEMENT

\$500.00  
**\$500.00** Subtotal for Dept. Fleet Maintenance  
**\$500.00** Subtotal for Vendor

## COMMUNICATION TECHNOLOGIES, INC.

77686 REPLACE SIREN BOX  
75750 INSTALL USB HUB SYSTEM  
75746 REMOVE ALL NON-FACTORY PARTS

\$701.46  
\$442.17  
\$309.00  
**\$1,452.63** Subtotal for Dept. Police Equipment  
**\$1,452.63** Subtotal for Vendor

## COMTRONIX, INC.

20053497REV ALARM MONITORING

\$78.00  
**\$78.00** Subtotal for Dept. City Hall

20053497REV ALARM MONITORING

\$654.00  
**\$654.00** Subtotal for Dept. Fire

47578 ALARM MONITORING

\$192.00  
**\$192.00** Subtotal for Dept. Police  
**\$924.00** Subtotal for Vendor

## DELL MARKETING LP

10174406588 ACROBAT PRO

\$397.23  
**\$397.23** Subtotal for Dept. Finance  
**\$397.23** Subtotal for Vendor

## DELTA CONSTRUCTION INC

RIN0027878 HOGADON LODGE

\$408,407.00  
**\$408,407.00** Subtotal for Dept. Hogadon  
**\$408,407.00** Subtotal for Vendor

## DELTA DENTAL PLAN OF WY.

RIN0027874 DENTAL INSURANCE

\$39,239.72  
**\$39,239.72** Subtotal for Dept. Health Insurance  
**\$39,239.72** Subtotal for Vendor

## ELIZABETH BECHER

4658 ROTARY DUES REIMBURSEMENT

\$217.00  
**\$217.00** Subtotal for Dept. Planning  
**\$217.00** Subtotal for Vendor

## ENGINEERING DESIGN ASSOCIATES

09900 FIRE SUPPRESSION SYSTEM

\$567.50

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## ENGINEERING DESIGN ASSOCIATES

**\$567.50** Subtotal for Dept. CDBG  
**\$567.50** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI1252972 CREDIT CARD FEES

\$1,258.72  
**\$1,258.72** Subtotal for Dept. Golf Course

REMI1252973 CREDIT CARD FEES

\$2.75  
**\$2.75** Subtotal for Dept. Hogadon  
**\$1,261.47** Subtotal for Vendor

## FIRST INTERSTATE BANK

RIN0027859 DEPOSIT TICKETS

\$55.24  
**\$55.24** Subtotal for Dept. Metro Animal  
**\$55.24** Subtotal for Vendor

## FISCHER BODY SHOP CORP.

24705 BODY SHOP REPAIRS

\$891.00  
**\$891.00** Subtotal for Dept. Fleet Maintenance  
**\$891.00** Subtotal for Vendor

## FREMONT MOTOR COMPANY

74673 FORD EXPLORER  
74672-A ADDTL OPTIONS FOR POLICE SUV  
74674 FORD EXPLORER  
74673-A ADDTL OPTIONS FOR POLICE SUV  
74671 FORD EXPLORER  
74672 FORD EXPLORER  
74669-A ADDTL OPTIONS FOR POLICE SUV  
74671-A ADDTL OPTIONS FOR POLICE SUV  
74674-A ADDTL OPTIONS FOR POLICE SUV  
74669 FORD EXPLORER

\$24,429.10  
\$985.00  
\$27,559.10  
\$985.00  
\$27,559.10  
\$27,559.10  
\$985.00  
\$985.00  
\$985.00  
\$27,559.10  
**\$139,590.50** Subtotal for Dept. Police Equipment  
**\$139,590.50** Subtotal for Vendor

## FULL CONTACT CONCRETE, LLC

1 RETAINAGE

(\$853.42)  
**(\$853.42)** Subtotal for Dept. Capital Projects - Streets

1 5TH STREET CURB AND GUTTER

\$8,534.20  
**\$8,534.20** Subtotal for Dept. Streets  
**\$7,680.78** Subtotal for Vendor

## GLOBAL SPECTRUM L.P.

201718TS-01 BEACH BOYS TICKET FUNDS

\$124,352.00  
**\$124,352.00** Subtotal for Dept. Casper Events Center  
**\$124,352.00** Subtotal for Vendor

## GOLDER ASSOCIATES

484566 RESEARCH EWASTE FACT SHEET

\$780.00

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## GOLDER ASSOCIATES

484435 BALEFILL POST CLOSURE	\$1,648.40		
484437 ENVIRONMENTAL	\$56.51		
RIN0027880 GAS COLLECTION	\$8,172.60		
484532 BIDDING & CONSTRUCTION ADMIN	\$11,670.02		
484442 CLOSED BALEFILL POST CLOSURE	\$1,543.90		
RIN0027879 GAS COLLECTION	\$9,996.27		
	<b>\$33,867.70</b>	Subtotal for Dept.	Balefill
	<b>\$33,867.70</b>	Subtotal for Vendor	

## GRIZZLY EXCAVATING & CONST. LLC.

RIN0027871 RETAINAGE 14-68	(\$356.17)		
RIN0027872 RETAINAGE	\$356.17		
	<b>\$0.00</b>	Subtotal for Dept.	Capital Projects - Engineering
RIN0027871 15TH & ELM ST IMPROV PHASE 2	\$4,020.76		
	<b>\$4,020.76</b>	Subtotal for Dept.	Sewer
RIN0027871 15TH & ELM ST IMPROV PHASE 2	\$101,725.26		
	<b>\$101,725.26</b>	Subtotal for Dept.	Streets
RIN0027871 15TH & ELM ST IMPROV PHASE 2	\$14,876.82		
	<b>\$14,876.82</b>	Subtotal for Dept.	Water
	<b>\$120,622.84</b>	Subtotal for Vendor	

## HEDQUIST CONSTRUCTION, INC.

RIN0027855 EAST 21ST ST IMPROVEMENTS	\$7,501.26		
RIN0027869 BROOKVIEW DR SANITARY SEWER	\$53,602.50		
	<b>\$61,103.76</b>	Subtotal for Dept.	Sewer
RIN0027855 EAST 21ST ST IMPROVEMENTS	\$60,388.19		
	<b>\$60,388.19</b>	Subtotal for Dept.	Streets
RIN0027855 EAST 21ST ST IMPROVEMENTS	\$53,962.85		
	<b>\$53,962.85</b>	Subtotal for Dept.	Water
	<b>\$175,454.80</b>	Subtotal for Vendor	

## HOMAX OIL SALES, INC.

0372454-IN DIESEL FUEL	\$1,915.00		
0371856-IN UNLEADED FUEL	\$6,964.39		
0371857-IN DIESEL FUEL	\$12,410.92		
	<b>\$21,290.31</b>	Subtotal for Dept.	Fleet Maintenance
	<b>\$21,290.31</b>	Subtotal for Vendor	

## HULT CONSTRUCTION

16012-7 STORAGE BLDG CONSTRUCTION	\$4,111.00		
16012-8 RETAINAGE	\$12,974.40		
	<b>\$17,085.40</b>	Subtotal for Dept.	Balefill
	<b>\$17,085.40</b>	Subtotal for Vendor	

## ISC, INC/VENTURE TECHNOLOGIES

SIN020111 STATION 6	\$952.63		
	<b>\$952.63</b>	Subtotal for Dept.	Fire

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## ISC, INC/VENTURE TECHNOLOGIES

**\$952.63** Subtotal for Vendor

### JOHN HATCHER

023705 CLOTHING REIMBURSEMENT

\$445.20

**\$445.20** Subtotal for Dept. Police

**\$445.20** Subtotal for Vendor

### KENYNE HUMPHREY

RIN0027868 TRAVEL EXPENSES

\$633.79

**\$633.79** Subtotal for Dept. Council

**\$633.79** Subtotal for Vendor

### KNIFE RIVER/JTL

15-083-4 RETAINAGE

(\$685.18)

**(\$685.18)** Subtotal for Dept. Capital Projects - Streets

150928 1/2" HOT MIX ASPHALT

\$2,657.88

15-083-4 LOWER EASTDALE CRK CHANNEL

\$89,165.19

**\$91,823.07** Subtotal for Dept. Streets

**\$91,137.89** Subtotal for Vendor

### KUBWATER RESOURCES, INC

06732 ZETAG 7593 DRY POLYMER

\$4,839.01

06755 ZETAG 7593 DRY POLYMER

\$4,839.01

**\$9,678.02** Subtotal for Dept. Waste Water

**\$9,678.02** Subtotal for Vendor

### LEXISNEXIS A DIVISION OF RELX INC

C100423-20170630 LICENSE RENEWAL

\$9,678.85

**\$9,678.85** Subtotal for Dept. Police

**\$9,678.85** Subtotal for Vendor

### MCMURRY READY MIX CO.

225064 CONCRETE

\$108.50

225065 CONCRETE

\$108.50

**\$217.00** Subtotal for Dept. Water

**\$217.00** Subtotal for Vendor

### MERCER HOUSE, INC.

RIN0027857 FACADE GRANT

\$10,000.00

**\$10,000.00** Subtotal for Dept. CDBG

**\$10,000.00** Subtotal for Vendor

### MOTOROLA SOLUTIONS

13168812 VEHICLE EQUIPMENT

\$15,097.00

**\$15,097.00** Subtotal for Dept. Police Equipment

**\$15,097.00** Subtotal for Vendor

### NATRONA COUNTY - SHERIFFS' OFFICE

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## NATRONA COUNTY - SHERIFFS' OFFICE

2564 ADULT PRISONER CARE	\$107,051.52		
2596 ADULT PRISONER CARE	\$100,173.18		
2613 JUVENILE PRISONER CARE	\$7,500.00		
2576 JUVENILE PRISONER CARE	\$7,500.00		
2597 ADULT PRISONER CARE	\$115,005.76		
2595 ADULT PRISONER CARE	\$95,469.96		
2585 JUVENILE PRISONER CARE	\$7,500.00		
	<b>\$440,200.42</b>	Subtotal for Dept.	Police
	<b>\$440,200.42</b>	Subtotal for Vendor	

## NATRONA COUNTY PUBLIC LIBRARY FOUNDATION

44 MERCHANDISE FOR RESALE	\$179.64		
	<b>\$179.64</b>	Subtotal for Dept.	General - Fort Caspar
	<b>\$179.64</b>	Subtotal for Vendor	

## NEVE'S UNIFORMS, INC.

NE56299 UNIFORMS	\$115.90		
	<b>\$115.90</b>	Subtotal for Dept.	Police
	<b>\$115.90</b>	Subtotal for Vendor	

## NICK CABELL

RIN0027856 CLOTHING REIMBURSEMENT	\$96.90		
	<b>\$96.90</b>	Subtotal for Dept.	Streets
	<b>\$96.90</b>	Subtotal for Vendor	

## OIL CITY PRINTERS

17-06-340 REPRODUCTION	\$161.08		
	<b>\$161.08</b>	Subtotal for Dept.	Planning
	<b>\$161.08</b>	Subtotal for Vendor	

## P-CARD VENDORS

00060811 STAPLES	\$8.33		
00060313 LIFEGUARD STORE	\$1,000.00		
00060333 LIFEGUARD STORE	\$1,254.50		
00060316 ARCHITECTURAL GLAZING	\$837.30		
00060745 SAMS CLUB	\$77.46		
00060740 SAMS CLUB	\$114.08		
00060725 SAMS CLUB	\$62.58		
00060401 LIFEGUARD STORE	\$5,700.00		
00060687 SAMS CLUB	\$76.69		
00060501 NORCO	\$31.62		
	<b>\$9,162.56</b>	Subtotal for Dept.	Aquatics
00060728 FERGUSON ENTERPRISES	\$42.75		
00060476 BAILEYS ACE HARDWARE	\$19.99		
00060840 SAMS CLUB	\$138.01		
00060487 MENARDS	\$150.94		
00060491 OREILLY AUTO	\$91.96		
00060516 WEAR PARTS	\$16.62		

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## P-CARD VENDORS

00060838	BEARING BELT CHAIN	\$235.96
00060523	PEDENS	\$110.00
00060526	AIRGAS CENTRAL	\$289.37
00060715	FEDEX	\$11.34
00060815	AIRGAS CENTRAL	\$77.10
00060826	SOLID WASTE ASSOCIATION	\$392.00
00060846	SOLID WASTE ASSOCIATION	\$212.00
00060766	ALSCO	\$342.16
00060771	HOSE & RUBBER SUPPLY	\$141.50
00060625	CONSOLIDATED ELECTRICAL	\$1,419.35
00060793	ICLEAN	\$2,150.00
00060791	AIRGAS CENTRAL	\$259.65
00060722	INDUSTRIAL SCREEN	\$650.00
00060865	SOURCE OFFICE AND TECHNOLOGY	\$196.88
00060362	SAMS CLUB	\$192.84
00060473	AIRGAS CENTRAL	\$139.18
00060391	AIRGAS CENTRAL	\$475.00
00060474	WEAR PARTS	\$780.31
00060684	HOSE & RUBBER SUPPLY	\$121.58
00060696	INDUSTRIAL SCREEN	\$50.00
00060920	WALMART	\$10.98
00060910	SOURCE OFFICE AND TECHNOLOGY	\$9.97
00060899	BEARING BELT CHAIN	\$29.88
00060713	THE HOME DEPOT	\$34.85
00060865	SOURCE OFFICE AND TECHNOLOGY	\$37.57
00060336	AIRGAS CENTRAL	\$129.90
00060863	SOLID WASTE ASSOCIATION	\$212.00
00060856	WEAR PARTS	\$68.70
00060852	HOWARD SUPPLY COMPANY	\$713.96
00060704	BEARING BELT CHAIN	\$9.98
00060653	SAMS CLUB	\$33.52
00060653	SAMS CLUB	\$47.92
00060652	OREILLY AUTO	\$12.45
00060458	NORCO	\$222.84
00060711	INDUSTRIAL SCREEN	\$240.00
00060362	SAMS CLUB	\$66.29
00060870	CONSOLIDATED ELECTRICAL	\$262.64
00060129	PEDENS	\$132.00
00060657	BAILEYS ACE HARDWARE	\$16.97
00060663	WEAR PARTS	\$44.44
00060610	BAILEYS ACE HARWARE	\$142.92
00060571	AIRGAS CENTRAL	\$116.20
00060559	AIRGAS CENTRAL	\$127.37
00060556	INDUSTRIAL SCREEN	\$1,378.00
00060608	WEAR PARTS	\$90.11
00060657	BAILEYS ACE HARWARE	\$44.99
00060325	AIRGAS CENTRAL	\$23.88
00060331	THE HOME DEPOT	\$358.00

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## P-CARD VENDORS

00060590 CONSOLIDATED ELECTRICAL	(\$609.04)	
00060670 OREILLY AUTO	\$12.73	
00060790 ICLEAN	\$2,100.00	
00060658 GW MECHANICAL,	\$51.26	
	<b>\$14,879.77</b>	<b>Subtotal for Dept. Balefill</b>
00060733 BAILEYS ACE HARDWARE	\$43.98	
00060462 NORCO	\$38.17	
00060875 NORCO	\$20.95	
00060399 SAMS CLUB	\$19.98	
00060697 BLOEDORN LUMBER	\$14.09	
00060346 SUMMIT ELECTRIC	\$378.97	
00060724 BLOEDORN LUMBER	\$37.41	
00060363 AIRGAS CENTRAL	\$13.16	
00060651 BAILEYS ACE HARDWARE	\$9.50	
00060714 OREILLY AUTO	\$21.98	
00060446 NORCO	\$20.95	
00060862 DENNIS SUPPLY COMPANY	\$215.19	
00060734 CASPER WINNELSON	\$109.48	
00060577 CASPER WINNELSON	\$308.89	
00060860 AIRGAS CENTRAL	\$129.84	
00060836 AIRGAS CENTRAL	\$54.84	
00060420 SUTHERLANDS	\$13.94	
00060573 BAILEYS ACE HARDWARE	\$13.99	
00060691 BEARING BELT CHAIN	\$4.99	
00060766 ALSCO	\$199.92	
00060671 CASPER WINNELSON	\$120.00	
00060614 FERGUSON ENTERPRISES	\$25.97	
00060594 MENARDS	\$7.96	
00060643 DENNIS SUPPLY COMPANY	\$51.83	
00060634 DENNIS SUPPLY COMPANY	\$206.11	
00060770 BLOEDORN LUMBER	\$23.39	
00060764 BLOEDORN LUMBER	\$125.37	
00060742 DIAMOND VOGEL PAINT	\$29.14	
00060794 DENNIS SUPPLY COMPANY	\$7,999.28	
00060778 NORCO	\$549.07	
00060400 ATLAS OFFICE PRODUCTS	\$150.00	
00060681 CASPER WINNELSON	\$139.28	
00060603 BLOEDORN LUMBER	\$55.78	
00060555 BAILEYS ACE HARDWARE	\$13.98	
00060558 DIAMOND VOGEL PAINT	\$41.99	
00060389 DIAMOND VOGEL PAINT	\$56.69	
00060557 CASPER WINNELSON	\$175.10	
00060689 BEARING BELT CHAIN	\$4.99	
00060886 NORCO	\$20.95	
	<b>\$11,467.10</b>	<b>Subtotal for Dept. Buildings &amp; Structures</b>
00060204 STOTZ EQUIPMENT	\$221.94	
00060332 BAILEYS ACE HARDWARE	\$9.16	
00060317 SPORTSMANS WAREHOUSE	\$15.26	



# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## P-CARD VENDORS

00060436 THE HOME DEPOT	\$39.97	
	<b>\$286.33</b>	<b>Subtotal for Dept. Cemetery</b>
00060495 ATLAS OFFICE PRODUCTS	\$11.98	
00060561 SAMS CLUB.COM	\$39.96	
00060539 SAMS CLUB	\$19.98	
00060507 ATLAS OFFICE PRODUCTS	\$7.14	
00060439 SAMS CLUB	(\$83.92)	
00060647 MENARDS	\$31.47	
00060514 ATLAS OFFICE PRODUCTS	\$9.50	
00060682 SAMS CLUB.COM	\$19.98	
00060763 MERBACK AWARDS COMPANY	\$15.75	
00059826 MERBACK AWARDS COMPANY	\$24.25	
00060623 ATLAS OFFICE PRODUCTS	\$100.79	
00060106 SAMS CLUB	\$83.92	
	<b>\$280.80</b>	<b>Subtotal for Dept. City Manager</b>
00059998 VERIZON	\$44.77	
00060414 AMBI MAIL AND MARKETING	\$294.00	
	<b>\$338.77</b>	<b>Subtotal for Dept. Code Enforcement</b>
00060741 POWDER RIVER SHREDDERS	\$72.50	
00060650 SOURCE OFFICE AND TECHNOLOGY	\$230.85	
00060680 SOURCE OFFICE AND TECHNOLOGY	\$163.42	
	<b>\$466.77</b>	<b>Subtotal for Dept. Communications Center</b>
00060341 CPU IIT	\$917.98	
00060088 CASPER STAR TRIBUNE	\$535.20	
00060410 UBER	\$6.82	
00060563 UBER	\$22.45	
00060602 AMERICAN AIRLINES	\$60.00	
00060465 UBER	\$6.56	
00060013 FRONTIER AIRLINES	\$195.98	
00060434 UBER	\$5.75	
00060028 EXPEDIA	\$3.03	
00060592 DENVER INTERNATIONAL AIRPORT	\$144.00	
00060045 AMERICAN AIRLINES	\$158.20	
00060048 CASPER STAR TRIBUNE	\$1,954.60	
00060470 UBER	\$5.74	
00060512 TAXI SERVICE	\$8.65	
00060076 CASPER STAR TRIBUNE	\$181.20	
00060085 CASPER STAR TRIBUNE	\$967.20	
00060540 UBER	\$6.05	
00060206 FRONTIER AIRLINES	\$45.00	
00060626 GRAND BEACH HOTEL	\$1,495.00	
00060080 AUDIE JEANS PHOTOGRAPHY	\$335.00	
00060513 UBER	\$25.69	
00059732 ATLAS OFFICE PRODUCTS	\$26.75	
00060506 UBER	\$5.51	
00060494 UBER	\$5.97	
00059386 ATLAS OFFICE PRODUCTS	\$781.79	
00060481 UBER	\$27.81	

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## P-CARD VENDORS

00060480 TAXI SERVICE	\$42.00		
	<b>\$7,969.93</b>	<b>Subtotal for Dept.</b>	<b>Council</b>
00060140 CPU IIT	\$220.00		
	<b>\$220.00</b>	<b>Subtotal for Dept.</b>	<b>Engineering</b>
00060620 GEORGE T SANDERS	\$29.00		
00060334 PEDENS	\$357.00		
00060666 NORCO	\$248.00		
00060417 WYOMING SOCIETY OF CPA	\$295.00		
00059998 VERIZON	\$22.39		
00060618 WATERWORKS INDUSTRIES	\$266.70		
00060538 VERIZON	\$280.07		
00060348 POS SUPPLY SOLUTIONS	\$699.90		
00060597 WALMART	\$139.82		
00060521 THE HON COMPANY	\$358.27		
00060223 WYOMING STEEL AND RECYCLING	\$48.00		
00060377 SUTHERLANDS	\$337.37		
00060367 AMBI MAIL AND MARKETING	\$14.57		
00060220 ITRON	\$2,428.75		
00060570 WATERWORKS INDUSTRIES	\$17.90		
	<b>\$5,542.74</b>	<b>Subtotal for Dept.</b>	<b>Finance</b>
00060412 THE HOME DEPOT	\$700.19		
00060052 EXXONMOBIL	\$36.00		
00060460 EXXONMOBIL	\$43.89		
00060529 VERIZON	\$120.03		
00060256 STOTZ EQUIPMENT	\$6.99		
00060531 VERIZON	\$2,372.61		
00059600 WAL-MART	\$115.08		
00060385 WW GRAINGER	\$316.80		
00060593 EXXONMOBIL	\$41.10		
00060569 THE HON COMPANY	\$894.66		
00060352 THE HOME DEPOT	\$124.20		
00060318 WPSG	\$179.74		
00060312 WALMART	\$7.04		
00060575 WW GRAINGER	\$2,740.40		
00060613 ATLAS OFFICE PRODUCTS	\$2,083.62		
00060522 BEST BUY	\$410.54		
00060248 TARGET	\$29.38		
00060222 SOURCE OFFICE AND TECHNOLOGY	\$621.90		
00060188 UNIFIRE	\$399.80		
00060302 EXXONMOBIL	\$46.96		
00060221 WPSG	\$516.93		
00060155 BARGREEN WYOMING	\$87.75		
00060423 SAMS CLUB	\$7.96		
00060218 TRACTOR SUPPLY	\$8.80		
00060180 LETZ'S RADIO SUPPLY	\$514.00		
00060588 COMPRESSION LEASING	\$2,861.30		
00060284 ALERT ALL	\$2,253.50		
	<b>\$17,541.17</b>	<b>Subtotal for Dept.</b>	<b>Fire</b>

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## P-CARD VENDORS

00060409	CMI-TECO	\$168.64	
00060411	GOODYEAR COMMERCIAL	\$1,016.54	
00060398	AMERI-TECH EQUIPMENT	\$304.57	
00060384	MIDLAND IMPLEMENT	\$424.52	
00060375	DENVER INDUSTRIAL SALE	\$30.24	
00060279	DAVEY COACH SALES	\$326.60	
00060419	LARIAT INTERNATIONAL	\$355.49	
00059998	VERIZON	\$22.39	
00060749	GOODYEAR COMMERCIAL	\$2,835.00	
00060351	MCCOY SALES CORPORATION	\$144.72	
00060719	GREINER FORD LINCOLN	(\$57.57)	
00060617	GREINER FORD LINCOLN	\$42.20	
00060567	CASPER TIRE	\$60.00	
00060511	CMI-TECO	(\$56.87)	
00060619	STOTZ EQUIPMENT	\$13.42	
00060628	STOTZ EQUIPMENT	\$25.76	
00060746	CMI-TECO	\$203.05	
00060661	HONNEN EQUIPMENT	\$212.51	
00060319	VEHICLE LIGHTING	\$129.78	
00060747	DRIVE TRAIN	\$139.72	
00060442	STOTZ EQUIPMENT	\$449.50	
00060688	HOSE & RUBBER SUPPLY	\$9.58	
00060500	STOTZ EQUIPMENT	\$7.59	
00060743	WYOMING MACHINERY	\$220.04	
00060737	GREINER FORD LINCOLN	(\$52.33)	
00060731	STOTZ EQUIPMENT	\$995.13	
00060640	VEHICLE LIGHTING	\$252.90	
00060579	C AND M AIR	\$807.16	
00060583	STOTZ EQUIPMENT	\$75.35	
00060360	COMPRESSION LEASING	\$103.10	
00060365	CASPER TIRE	\$105.00	
00060534	HONNEN EQUIPMENT	\$196.56	
00060544	BRAKE SUPPLY COMPANY	(\$244.34)	
00060445	EQUIPMENT COMPANY	\$617.56	
00060552	HONNEN EQUIPMENT	(\$484.36)	
00060591	STOTZ EQUIPMENT	\$445.03	
00060448	BOBCAT OF CASPER	\$183.35	
00060443	LARIAT INTERNATIONAL	\$34.82	
00060240	DAVEY COACH SALES	\$326.60	
		<b>\$10,388.95</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
00060283	SLASH BACK CANVAS	\$250.00	
00060148	COLORADO WYOMING ASSOCIATION	\$20.00	
		<b>\$270.00</b>	<b>Subtotal for Dept. Fort Caspar</b>
00060217	BOETTCHER & TRINKLEIN	\$138.58	
		<b>\$138.58</b>	<b>Subtotal for Dept. General - Fort Caspar</b>
00060378	CHARTER COMMUNICATIONS	\$135.43	
00060855	MENARDS	\$97.20	
00060884	SAFETY KLEEN SYSTEMS	\$248.40	

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## P-CARD VENDORS

00060905	MENARDS	\$98.10		
00060702	FACEBOOK	\$14.32		
00060324	VENTURE TECHNOLOGIES	\$952.63		
00060638	GOLF OPERATOR ASSOCIATION	\$19.95		
00060809	RESPOND FIRST AID	\$25.98		
00060486	MENARDS	\$177.07		
00060767	CONSOLIDATED ELECTRICAL	\$208.18		
00060292	BESTWAY FIRESTONE	\$1,560.98		
00060821	CPS DISTRIBUTORS	\$99.37		
00060498	R & R REST STOPS	\$378.00		
00060735	FACEBOOK	\$1.97		
00060841	CPS DISTRIBUTORS	\$17.04		
		<b>\$4,034.62</b>	<b>Subtotal for Dept.</b>	<b>Golf Course</b>
00060303	AMBI MAIL AND MARKETING	\$82.11		
00060479	MENARDS	\$76.97		
00060566	JACKSON HOLE MOUNTAIN	\$302.68		
00060504	CASPER CONTRACTORS SUPPLY	\$554.33		
		<b>\$1,016.09</b>	<b>Subtotal for Dept.</b>	<b>Hogadon</b>
00060833	DAVE RAMSEY	\$12,300.00		
00060604	USPS	\$6.59		
00060897	ATLAS OFFICE PRODUCTS	\$736.39		
00060456	PEDENS	\$30.00		
00060277	BAUDVILLE	\$46.89		
00060366	FEDEXOFFICE	\$38.00		
00060568	FEDEXOFFICE	\$120.46		
00060343	ABSO	\$2,417.95		
		<b>\$15,696.28</b>	<b>Subtotal for Dept.</b>	<b>Human Resources</b>
00060400	ATLAS OFFICE PRODUCTS	\$75.00		
00060029	SHERWIN WILLIAMS	\$38.73		
00060258	WW GRAINGER	\$13.50		
00060041	THE HOME DEPOT	\$52.25		
00060387	SNOW CREST CHEMICALS	\$4,877.00		
00060811	STAPLES	\$8.33		
		<b>\$5,064.81</b>	<b>Subtotal for Dept.</b>	<b>Ice Arena</b>
00060369	ATLAS OFFICE PRODUCTS	\$375.00		
		<b>\$375.00</b>	<b>Subtotal for Dept.</b>	<b>Information Services</b>
00060596	COMMUNICATION TECHNOLOGY	\$59.80		
00060629	COMMUNICATION TECHNOLOGIES	\$51.50		
00060349	WESTSIDE ANIMAL HOSPITAL	\$2,000.00		
00060355	WESTSIDE ANIMAL HOSPITAL	\$2,211.62		
00060463	COMMUNICATION TECHNOLOGY	\$479.91		
00060370	SUTHERLANDS	\$129.00		
00060373	BAILEYS ACE HARDWARE	\$6.99		
00060601	HARBOR FREIGHT TOOLS	\$155.98		
00060368	WESTSIDE ANIMAL HOSPITAL	\$2,000.00		
00060447	DIAMOND VOGEL PAINT	\$42.99		
00060226	HARBOR FREIGHT TOOLS	\$38.73		

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## P-CARD VENDORS

00060278	WALMART	\$27.65	
00060168	COMTRONIX	\$60.00	
00060598	MURDOCH'S RANCH & HOME	\$189.99	
00060138	GREAT PLAINS CLEANING	\$370.82	
00059630	PEDENS	\$12.00	
00060762	VERIZON	\$783.10	
00060388	HOBBY-LOBBY	\$32.11	
00060299	PETCO	\$6.99	
00059670	HEARTLAND SERVICES	\$112.24	
		<b>\$8,771.42</b>	<b>Subtotal for Dept. Metro Animal</b>
00060408	ATLAS OFFICE PRODUCTS	\$504.75	
00060408	ATLAS OFFICE PRODUCTS	\$53.05	
00059540	CASPER STAR TRIBUNE	\$39.28	
00059540	CASPER STAR TRIBUNE	\$373.72	
		<b>\$970.80</b>	<b>Subtotal for Dept. Metropolitan Planning</b>
00060428	MATTHEW BENDER & COMPANY	\$496.46	
00060435	MATTHEW BENDER & COMPANY	\$298.31	
00060340	MOUNTAIN STATES LITHOGRAPHING	\$394.45	
		<b>\$1,189.22</b>	<b>Subtotal for Dept. Municipal Court</b>
00060639	STOTZ EQUIPMENT	\$5.16	
00060525	MSC	\$73.92	
00060425	STOTZ EQUIPMENT	\$90.82	
00060732	STOTZ EQUIPMENT	\$285.48	
00060716	STOTZ EQUIPMENT	\$23.06	
00060631	STOTZ EQUIPMENT	(\$1.93)	
00060200	AM LEONARD	\$20.99	
00060485	71 SOIL AND STONE	\$118.08	
00060104	CPS DISTRIBUTORS	\$157.80	
00060329	DBC IRRIGATION SUPPLY	\$737.20	
00060416	CPS DISTRIBUTORS	\$586.13	
00060115	CPS DISTRIBUTORS	\$510.76	
00060452	71 SOIL AND STONE	\$118.40	
00060455	BAILEYS ACE HARDWARE	\$31.48	
00060467	CONSOLIDATED ELECTRICAL	\$106.87	
00060475	71 SOIL AND STONE	\$120.96	
00059998	VERIZON	\$145.96	
		<b>\$3,131.14</b>	<b>Subtotal for Dept. Parks</b>
00060807	ATLAS REPRODUCTION	\$16.50	
00059575	CASPER STAR TRIBUNE	\$78.72	
00060356	ATLAS OFFICE PRODUCTS	\$36.50	
00060145	ATLAS OFFICE PRODUCTS	\$246.91	
00060344	ATLAS OFFICE PRODUCTS	\$59.78	
		<b>\$438.41</b>	<b>Subtotal for Dept. Planning</b>
00060607	MONTANAS RIB CHOP	\$43.08	
00060174	UBER	\$20.00	
00060541	ROSAS PIZZA	\$16.50	
00060542	YELLOWSTONE PIONEER	\$389.48	

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## P-CARD VENDORS

00060543	YELLOWSTONE PIONEER	\$389.48
00060430	TAZIKIS MEDITERANEAN	\$13.10
00060153	CHILI'S	\$50.97
00060117	AMAZON	\$39.00
00060547	NORDYS BARBQUE GRILL	\$46.72
00060438	BAJO SEXTO	\$26.09
00060549	WALMART	\$33.13
00060535	ROSAS PIZZA	\$17.50
00060550	TST NICK'S	\$60.48
00060482	SMITHS FOOD	\$10.75
00060413	FAIRFIELD INN AND SUITES	\$2,297.14
00060483	I LOVE JUICE	\$8.74
00060405	EXXONMOBIL	\$11.94
00060606	KMART	\$36.77
00060415	DENVER INTERNATIONAL AIRPORT	\$64.00
00060257	RESIDENCE INN	\$132.88
00060560	BLACK STEER RESTAURANT	\$55.54
00060609	THE PICKLE BARREL	\$10.70
00060263	MUSIC CITY FLATS	\$17.30
00060496	EXXONMOBIL	\$40.77
00060627	MONTANAS RIB CHOP	\$28.95
00060630	COPPER JOHNS BAR & GRILL	\$20.00
00060616	THE PICKLE BARREL	\$9.70
00060228	UBER	\$14.20
00060250	TGI FRIDAY'S	\$15.00
00060509	UBER	\$17.22
00060553	HARBINGER COFFEE	\$14.32
00060615	FEDERAL AVIATION ADMINISTRATIO	\$5.00
00060187	CONOCO	\$35.50
00060208	UBER	\$15.58
00060441	SHELL OIL	\$27.78
00060264	BENT FORK GRILL	\$86.79
00060271	RESIDENCE INN	\$239.32
00060203	UBER	\$14.12
00060404	CHIPOTLE	\$10.66
00060612	FIESTA EN JALISCO	\$10.29
00059682	ALICE TRAINING INSTITUTE	\$850.00
00060622	FIESTA EN JALISCO	\$11.59
00060665	ALBERTSONS	\$41.44
00060199	MUSIC CITY FLATS	\$16.30
00060528	BJ'S RESTAURANTS	\$69.29
00059837	AMAZON	\$45.96
00060061	MOUNTAIN SPORTS	\$550.00
00060402	THE HOME DEPOT	\$29.17
00060595	YELLOWSTONE TRUCK STOP	\$38.08
00060102	ARBY'S	\$26.19
00060842	EXXONMOBIL	\$10.00
00060832	INTERSTATE ALL BATTERY	\$7.98

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## P-CARD VENDORS

00059606	MOUNTAIN SPORTS	\$2,143.88
00060718	POWDER RIVER SHREDDERS	\$108.00
00060828	EXXONMOBIL	\$57.47
00059671	ULTRA MAX	\$13,289.00
00059678	JERRY POST, PS	\$1,200.00
00060817	TRACKIMO.COM	\$33.49
00060812	RESPOND FIRST AID	\$88.98
00060703	CASPER ANIMAL MEDICAL	\$180.29
00059971	NOLAND FEED	\$65.15
00060783	GALLS	\$1,296.55
00060004	JACK CAWTHON'S	\$22.54
00060018	DRONE WORLD	\$4,312.85
00060051	ROOT DOWN RESTAURANT	\$18.15
00060803	HARBOR FREIGHT TOOLS	\$5.98
00059746	CPU IIT	\$3,208.00
00060765	RICOH USA	\$927.25
00059813	BEST BUY	\$814.94
00059939	ALLEGIANT AIRLINES	\$201.50
00059894	ALLEGIANT AIRLINES	\$201.50
00059849	PRECISION RIFLE	\$675.00
00060754	MERBACK AWARDS COMPANY	\$123.95
00060753	COCA COLA BOTTLING	\$105.00
00060589	HENSLEY BATTERY	\$196.08
00059981	AMAZON	\$45.96
00060667	EXXONMOBIL	\$20.77
00060576	EXXONMOBIL	\$36.56
00060642	CHILI'S	\$50.08
00060644	QUALITY INN & SUITES	\$167.91
00060648	EXXONMOBIL	\$20.99
00060580	PUBLIC AGENCY TRAINING	\$975.00
00060655	OAKES BREWHOUSE	\$46.13
00060656	EXXONMOBIL	\$25.03
00060582	NOLAND FEED	\$37.60
00060843	WYOMING CAMERA -	\$16.99
00060633	FAMOUS DAVE'S	\$21.08
00060664	QUALITY INN & SUITES	\$167.97
00060083	PARTY FOWL	\$18.48
00060632	EXXONMOBIL	\$21.17
00060099	ROCK BOTTOM	\$70.48
00060909	CHICK-FIL-A	\$11.64
00060699	ARBYS	\$32.48
00060339	TST PARTY FOWL	\$17.30
00060679	FAMOUS DAVE'S	\$18.58
00060067	UBER	\$16.26
00060950	MORPHOTRUST USA	\$3,036.00
00060953	ID EDGE	\$297.50
00060397	MAGLITE RETAIL	\$65.00
	<b>\$40,605.00</b> Subtotal for Dept.	Police

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## P-CARD VENDORS

00060693 HENSLEY BATTERY	\$196.08	
00060562 DECKER AUTO GLASS	\$345.06	
00060676 CASTLEBROOK WELDING	\$1,689.00	
00060674 HENSLEY BATTERY	\$196.08	
	<b>\$2,426.22</b>	<b>Subtotal for Dept. Police Equipment</b>
00060581 STAPLES	\$366.25	
00060468 THE DAYS INN	\$60.00	
00060503 THE DAYS INN	\$60.00	
	<b>\$486.25</b>	<b>Subtotal for Dept. Police Grants</b>
00060492 AMAZON	\$195.00	
00060830 URGENT CARE	\$882.00	
	<b>\$1,077.00</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
00060600 FACEBOOK	\$209.04	
00060505 NORCO	\$93.44	
00060393 CITY OF CASPER	\$1,600.00	
00060546 AMAZON	\$50.27	
00060517 AMAZON	\$90.96	
00060586 S&S WORLDWIDE	\$35.16	
00060586 S&S WORLDWIDE	\$99.49	
00060502 AMAZON	\$458.50	
00060611 FACEBOOK	\$0.63	
00060811 STAPLES	\$8.33	
00060421 S&S WORLDWIDE	\$105.65	
00060768 WRISTCO	\$36.43	
00060769 BAILEYS ACE HARDWARE	\$36.81	
00060472 AMAZON	\$13.62	
00060779 NORCO	\$84.43	
00060400 ATLAS OFFICE PRODUCTS	\$75.00	
	<b>\$2,997.76</b>	<b>Subtotal for Dept. Recreation</b>
00060342 LOVE S COUNTRY	\$93.28	
00060678 AIRGAS CENTRAL	\$115.00	
00060678 AIRGAS CENTRAL	\$58.58	
00060422 CASPER TIRE	\$65.00	
00060407 CMI-TECO	\$663.29	
00060565 WEAR PARTS	\$115.56	
00060545 HOMAX OIL SALES	\$879.30	
00060578 BAILEYS ACE HARDWARE	\$35.98	
00060320 MENARDS	\$189.23	
00060690 GREAT PLAINS CLEANING	\$486.40	
00060692 CASPER TIRE	\$32.50	
00060849 JACKS TRUCK AND EQUIPMENT	\$33.27	
00060345 CASPER TIRE	\$32.50	
00060709 BEARING BELT CHAIN	\$7.99	
00060717 CASPER TIRE	\$48.00	
00060766 ALSCO	\$142.80	
00060572 BAILEYS ACE HARDWARE	\$7.67	
00060527 SAMS CLUB	\$30.16	
00060621 WWW.FIRSTNETLEARNING.COM	\$49.99	



# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## P-CARD VENDORS

00060605	WWW.FIRSTNETLEARNING	\$49.99	
		<b>\$3,136.49</b>	<b>Subtotal for Dept. Refuse Collection</b>
00060236	NEVEREST EQUIPMENT	\$413.66	
00060011	AIRGAS CENTRAL	\$39.92	
00059998	VERIZON	\$22.39	
00060068	URGENT CARE	\$40.00	
00060755	ALSCO	\$225.44	
00060736	BARGREEN WYOMING	\$84.00	
00060776	STAPLES	\$42.98	
00060181	CRETEX CONCRETE PRODUCTS	\$5,356.90	
00060160	CRETEX CONCRETE PRODUCTS	\$3,572.70	
		<b>\$9,797.99</b>	<b>Subtotal for Dept. Sewer</b>
00060326	FLINT TRADING	\$7,033.77	
00060469	WAGNER'S OUTDOOR OUTFITTERS	\$38.57	
00060804	ALSCO	\$599.04	
00059998	VERIZON	\$22.39	
00060296	THE HOME DEPOT	\$99.00	
00060207	SHERWIN-WILLIAMS	\$102.00	
00060802	TOP OFFICE PRODUCTS	\$49.21	
00060451	STOTZ EQUIPMENT	\$424.96	
00060432	NORMONT EQUIPMENT	\$259.55	
00060433	SONNY'S RV SALES	\$68.61	
00060488	NORMONT EQUIPMENT	\$737.40	
		<b>\$9,434.50</b>	<b>Subtotal for Dept. Streets</b>
00060757	BAILEYS ACE HARDWARE	\$8.95	
00060756	ALSCO	\$490.92	
00059631	WINN-MARION BARBER	\$375.00	
00060213	BARGREEN WYOMING	\$63.42	
00060726	SHERWIN WILLIAMS	\$79.00	
00060347	SEARS ROEBUCK	\$274.40	
00059938	THE HOME DEPOT	\$96.95	
00060358	ENERGY LABORATORIES	\$677.25	
00060323	ENERGY LABORATORIES	\$677.25	
00060464	THE HOME DEPOT	(\$96.95)	
00060353	HOMAX OIL	\$444.42	
00060519	PACE ANALYTICAL SERVICE	\$30.00	
00060392	ENERGY LABORATORIES	\$9.50	
00060262	NORCO	\$865.00	
00060454	ENVIRONMENTAL EXPRESS	\$138.49	
00060314	ROTO ROOTER	\$440.00	
00059998	VERIZON	\$44.77	
00060301	NORCO	\$319.80	
00060444	NORTHROP BOILER WORKS	\$3,848.00	
00060431	NORTHROP BOILER WORKS	\$9,109.36	
00060374	MONTANA SEALS AND PACKING	\$3,023.02	
00060461	THE HOME DEPOT	\$92.33	
		<b>\$21,010.88</b>	<b>Subtotal for Dept. Waste Water</b>
00060239	ATLAS OFFICE PRODUCTS	\$84.08	

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## P-CARD VENDORS

00060242	FINISH LINE SYSTEM	\$2,225.93	
00060338	SUTHERLANDS	\$22.32	
00060315	GUNNERS METERS	\$413.00	
00060211	USPS	\$14.21	
00060183	ENERGY LABORATORIES	\$185.00	
00060276	UNION WIRELESS	\$130.16	
00060286	MENARDS	\$1,118.00	
00060287	ENERGY LABORATORIES	\$340.00	
00060136	ENERGY LABORATORIES	\$340.00	
00060144	ENERGY LABORATORIES	\$50.00	
00060172	ENERGY LABORATORIES	\$37.00	
00060675	ALBERTSONS	\$13.49	
00060335	FERGUSON ENTERPRISES	\$12.18	
00060477	ENERGY LABORATORIES	\$74.00	
00060530	NATIONAL METER	\$12,059.36	
00060533	FINISH LINE	\$7,272.60	
00060510	SUPERIOR SIGNS & SUPPLY	\$1,957.00	
00060427	WEAR PARTS	\$64.42	
00060429	STOTZ EQUIPMENT	\$36.99	
00060437	SUPERIOR SIGNS & SUPPLY	\$1,957.00	
00060440	ATLAS OFFICE PRODUCTS	\$104.48	
00060645	WATERWORKS INDUSTRIES	\$112.62	
00060490	WW GRAINGER	\$35.00	
00060426	WATERWORKS INDUSTRIES	\$150.16	
00060707	SUTHERLANDS	\$16.36	
00060489	CASPER CONTRACTORS SUPPLY	\$320.88	
00060518	FINISH LINE	\$2,150.62	
00060744	ENERGY LABORATORIES	\$25.00	
00060453	MENARDS	\$21.54	
00060636	GUNNERS METERS	\$1,517.00	
00060548	GUNNERS METERS	\$1,838.00	
00060395	FERGUSON ENTERPRISES	(\$11.22)	
00060459	WYOMING STEEL AND RECYCLING	\$84.47	
00060551	ENERGY LABORATORIES	\$37.00	
00060564	ATLAS OFFICE PRODUCTS	\$41.54	
00060574	NORCO	\$41.27	
00060471	BEARING BELT CHAIN	\$27.98	
00060394	FERGUSON ENTERPRISES	\$11.20	
00060587	ATLANTIC ELECTRIC	\$859.56	
00059998	VERIZON	\$71.04	
00060484	RMI WYOMING	\$142.33	
		<b>\$36,003.57</b>	<b>Subtotal for Dept. Water</b>
00060376	ENERGY LABORATORIES	\$1,770.00	
00060246	CRUM ELECTRIC SUPPLY	\$98.48	
00060306	ATLAS OFFICE PRODUCTS	\$112.77	
00060624	UNITED STATES WELDING	\$3,398.60	
00060300	ALBERTSONS	\$98.29	
00060294	FASTENAL COMPANY	\$23.89	

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## P-CARD VENDORS

00060649 HENSLEY BATTERY	\$27.90	
00059998 VERIZON	\$22.39	
00060230 SUTHERLANDS	\$30.32	
00060247 USPS	\$49.00	
00060450 DANA KEPNER	\$41.60	
00060761 ALSCO	\$145.08	
00060536 UPS	\$36.74	
00060383 WW GRAINGER	\$711.80	
00060824 WYOMING.COM	\$20.00	
00060584 ENERGY LABORATORIES	\$3,349.00	
00060310 POWER SERVICE	\$362.99	
00060357 WW GRAINGER	\$44.73	
00060585 MENARDS	\$6.98	
00060209 DANA KEPNER COMPANY	\$15.00	
00060795 ENERGY LABORATORIES	\$225.00	
00060785 XEROX CORPORATION	\$262.54	
00060337 CRUM ELECTRIC SUPPLY	\$32.50	
	<b>\$10,885.60</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
00059484 MURDOCH'S RANCH & HOME	\$59.97	
00060554 LOG ME IN	\$249.99	
00060654 VAN DIEST SUPPLY COMPANY	\$768.75	
00060110 VAN DIEST SUPPLY COMPANY	\$522.75	
00060288 VAN DIEST SUPPLY COMPANY	\$1,665.63	
00060660 BAILEYS ACE HARDWARE	\$7.36	
00059584 WARNE CHEMICAL	\$370.81	
00060672 BAILEYS ACE HARDWARE	\$41.94	
	<b>\$3,687.20</b>	<b>Subtotal for Dept. Weed And Pest</b>
	<b>\$261,189.72</b>	<b>Subtotal for Vendor</b>

## PLATTE RIVER CROSSING

565 BUILDING LEASE	\$125,592.00	
	<b>\$125,592.00</b>	<b>Subtotal for Dept. Communications Center</b>
	<b>\$125,592.00</b>	<b>Subtotal for Vendor</b>

## POSTAL PROS SOUTHWEST INC

3847 UTILITY BILLING FEES	\$3,015.41	
3838 UTILITY BILLING FEES	\$2,504.27	
	<b>\$5,519.68</b>	<b>Subtotal for Dept. Finance</b>
	<b>\$5,519.68</b>	<b>Subtotal for Vendor</b>

## PRECISION DEMOLITION

2 RIVER RESTORATION	\$9,254.00	
2 RIVER RESTORATION	\$9,254.00	
	<b>\$18,508.00</b>	<b>Subtotal for Dept. City Manager</b>
	<b>\$18,508.00</b>	<b>Subtotal for Vendor</b>

## PRINTWORKS

11366 ELECTRICAL PERMITS	\$101.83	
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# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## PRINTWORKS

**\$101.83** Subtotal for Dept. Code Enforcement  
**\$101.83** Subtotal for Vendor

## RAPID FIRE PROTECTION, INC.

1617 LIFESTEPS FIRE SUPPRESSION

\$33,574.27

**\$33,574.27** Subtotal for Dept. CDBG

1617 LIFESTEPS FIRE SUPPRESSION

\$31,425.73

**\$31,425.73** Subtotal for Dept. Life Steps Campus

**\$65,000.00** Subtotal for Vendor

## RICHARD "ZAK" SZEKELY

RIN0027839 COURT APPOINTED ATTORNEY

\$225.00

**\$225.00** Subtotal for Dept. Municipal Court

**\$225.00** Subtotal for Vendor

## RICHARD YOUNG

RIN0027863 MILEAGE REIMBURSEMENT

\$80.78

**\$80.78** Subtotal for Dept. Fort Caspar

**\$80.78** Subtotal for Vendor

## ROCKY MOUNTAIN POWER

AP000169063017 ELECTRICITY

\$5,031.29

A9000149062817 ELECTRICITY

\$5,645.35

**\$10,676.64** Subtotal for Dept. Aquatics

AP000167062917 ELECTRICITY

\$3,776.16

RIN0027845 ELECTRICITY

\$537.29

**\$4,313.45** Subtotal for Dept. Balefill

AP000150062917 ELECTRICITY

\$282.10

**\$282.10** Subtotal for Dept. Cemetery

AP000151062817 ELECTRICITY

\$701.43

AP000151062817 ELECTRICITY

\$24.27

AP000151062817 ELECTRICITY

\$5,460.98

AP000151062817 ELECTRICITY

\$323.99

**\$6,510.67** Subtotal for Dept. City Hall

60445507-008 5 ELECTRICITY

\$939.24

AP000155062917 ELECTRICITY

\$2,461.01

**\$3,400.25** Subtotal for Dept. Fire

AP000154062917 ELECTRICITY

\$3,202.39

**\$3,202.39** Subtotal for Dept. Fleet Maintenance

AP000156063017 ELECTRICITY

\$917.55

**\$917.55** Subtotal for Dept. Fort Caspar

AP000157062817 ELECTRICITY

\$5,289.06

**\$5,289.06** Subtotal for Dept. Golf Course

AP000235062717 ELECTRICITY

\$1,226.08

AP000158063017 ELECTRICITY

\$1,964.01

**\$3,190.09** Subtotal for Dept. Hogadon

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## ROCKY MOUNTAIN POWER

AP000159062817 ELECTRICITY

\$5,591.82

**\$5,591.82** Subtotal for Dept. Ice Arena

AP000160062917 ELECTRICITY

\$1,099.39

**\$1,099.39** Subtotal for Dept. Metro Animal

AP000181062917 ELECTRICITY

\$6,897.10

AP000180062917 ELECTRICITY

\$2,579.26

**\$9,476.36** Subtotal for Dept. Parks

AP000162062917 ELECTRICITY

\$342.08

**\$342.08** Subtotal for Dept. Police

AP000152062817 ELECTRICITY

\$5,179.18

**\$5,179.18** Subtotal for Dept. Recreation

AP000163062917 ELECTRICITY

\$388.29

**\$388.29** Subtotal for Dept. Sewer

AP000164063017 ELECTRICITY

\$47,884.79

AP000170063017 ELECTRICITY

\$65.48

**\$47,950.27** Subtotal for Dept. Streets

AP000166062917 ELECTRICITY

\$27,159.90

**\$27,159.90** Subtotal for Dept. Waste Water

AP000165063017 ELECTRICITY

\$35,004.82

**\$35,004.82** Subtotal for Dept. Water

**\$169,974.31** Subtotal for Vendor

## SALTUS TECHNOLOGIES, LLC

1707-02 DIGITICKET

\$10,950.00

**\$10,950.00** Subtotal for Dept. Police

**\$10,950.00** Subtotal for Vendor

## SARA NELSON

318862 CLOTHING REIMBURSEMENT

\$201.01

**\$201.01** Subtotal for Dept. Police

**\$201.01** Subtotal for Vendor

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

6752 LEGAL

\$9,130.00

**\$9,130.00** Subtotal for Dept. Property & Liability Insurance

**\$9,130.00** Subtotal for Vendor

## SHAMROCK ENVIRONMENTAL CORPORATION

RIN0027716 WYOMING BLVD/WTP REACH NORTH

\$27,763.96

**\$27,763.96** Subtotal for Dept. City Manager

RIN0027716 WYOMING BLVD/WTP REACH NORTH

\$3.00

**\$3.00** Subtotal for Dept. Streets

**\$27,766.96** Subtotal for Vendor

## SKYLINE RANCHES

RIN0027884 201 SEWER

\$977.93

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## SKYLINE RANCHES

RIN0027884 201 SEWER	(\$97.79)		
	<b>\$880.14</b>	<b>Subtotal for Dept.</b>	Sewer
RIN0027884 201 SEWER	(\$749.66)		
	<b>(\$749.66)</b>	<b>Subtotal for Dept.</b>	Waste Water
	<b>\$130.48</b>	<b>Subtotal for Vendor</b>	

## SPELLMAN TECHNOLOGIES, INC.

35844 MAINTENANCE AGREEMENT	\$135,906.36		
	<b>\$135,906.36</b>	<b>Subtotal for Dept.</b>	Communications Center
	<b>\$135,906.36</b>	<b>Subtotal for Vendor</b>	

## STATE OF WY. - DEPT. OF ENVIRONMENTAL QUALITY

EI000506-2016 TITLE V AIR PERMIT	\$2,032.68		
	<b>\$2,032.68</b>	<b>Subtotal for Dept.</b>	Balefill
	<b>\$2,032.68</b>	<b>Subtotal for Vendor</b>	

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

RIN0027891 DWSRF 055 PRINCIPAL	\$73,353.44		
RIN0027893 DWSRF036 PRINCIPAL	\$77,061.12		
RIN0027892 DWSRF051 INTEREST	\$7,951.30		
RIN0027892 DWSRF051 PRINCIPAL	\$28,420.44		
RIN0027891 DWSRF 055 INTEREST	\$22,867.25		
RIN0027893 DWSRF036 INTEREST	\$19,159.57		
	<b>\$228,813.12</b>	<b>Subtotal for Dept.</b>	Water
	<b>\$228,813.12</b>	<b>Subtotal for Vendor</b>	

## STEVE SCHULZ

RIN0027715 TUITION REIMBURSEMENT	\$699.03		
	<b>\$699.03</b>	<b>Subtotal for Dept.</b>	Police
	<b>\$699.03</b>	<b>Subtotal for Vendor</b>	

## STOTZ EQUIPMENT

E02923 NEW BELLY DECK MOWER	\$8,025.75		
E02922 NEW BELLY DECK MOWER	\$9,025.75		
	<b>\$17,051.50</b>	<b>Subtotal for Dept.</b>	Parks
	<b>\$17,051.50</b>	<b>Subtotal for Vendor</b>	

## TWEED'S WHOLESALE

345159 CUSTODIAL SUPPLIES	\$904.18		
	<b>\$904.18</b>	<b>Subtotal for Dept.</b>	Recreation
	<b>\$904.18</b>	<b>Subtotal for Vendor</b>	

## ULTRAMAX AMMUNITION

164732 AMMUNITION	\$2,150.00		
	<b>\$2,150.00</b>	<b>Subtotal for Dept.</b>	Police
	<b>\$2,150.00</b>	<b>Subtotal for Vendor</b>	

## URGENT CARE OF CASPER LLC.

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## URGENT CARE OF CASPER LLC.

1997 PRE HIRE MEDICAL TESTING	\$1,086.00		
2103 PRE HIRE MEDICAL TESTING	\$362.00		
	<b>\$1,448.00</b>	Subtotal for Dept.	Police
	<b>\$1,448.00</b>	Subtotal for Vendor	

## WASTE WATER TREATMENT

1276/153043 201 SEWER	\$274,420.55		
	<b>\$274,420.55</b>	Subtotal for Dept.	Sewer
	<b>\$274,420.55</b>	Subtotal for Vendor	

## WESLEY BEER

RIN0027841 BOOT REIMBURSEMENT	\$75.00		
	<b>\$75.00</b>	Subtotal for Dept.	Streets
	<b>\$75.00</b>	Subtotal for Vendor	

## WESTERN IDENTIFICATION NETWORK, INC.

101592 ANNUAL MAINTENANCE	\$7,421.00		
	<b>\$7,421.00</b>	Subtotal for Dept.	Police
	<b>\$7,421.00</b>	Subtotal for Vendor	

## WESTERN WATER CONSULTANTS, INC.

160580015 K STREET IMPROVEMENTS	\$86.09		
	<b>\$86.09</b>	Subtotal for Dept.	Sewer
160080015 15TH & ELM STREET IMPROVEMENTS	\$15,023.85		
160580015 K STREET IMPROVEMENTS	\$956.55		
160580015 K STREET IMPROVEMENTS	\$803.50		
130130047 MIDWEST AVE RECONSTRUCTION	\$123.75		
	<b>\$16,907.65</b>	Subtotal for Dept.	Streets
160580015 K STREET IMPROVEMENTS	\$66.96		
	<b>\$66.96</b>	Subtotal for Dept.	Water
	<b>\$17,060.70</b>	Subtotal for Vendor	

## WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0027883 201 SEWER	(\$340.40)		
RIN0027883 201 SEWER	\$3,404.00		
	<b>\$3,063.60</b>	Subtotal for Dept.	Sewer
RIN0027883 201 SEWER	(\$2,468.72)		
	<b>(\$2,468.72)</b>	Subtotal for Dept.	Waste Water
	<b>\$594.88</b>	Subtotal for Vendor	

## WY. ASSOC. OF RISK MGMT.

170 INSURANCE & BONDS	\$668,690.73		
1082 INSURANCE & BONDS	\$2,999.33		
1036 INSURANCE & BONDS	\$486,563.21		
	<b>\$1,158,253.27</b>	Subtotal for Dept.	Property & Liability Insurance
	<b>\$1,158,253.27</b>	Subtotal for Vendor	

# Bills and Claims

City of Casper

06-Jul-17 to 18-Jul-17

## WY. PEACE OFFICERS ASSOC.

RIN0027885 CONFERENCE FEES

\$200.00  
**\$200.00** Subtotal for Dept. Police  
**\$200.00** Subtotal for Vendor

## WYOMING EARTHMOVING CORPORATION

RIN0027870 RETAINAGE

\$6,030.13  
**\$6,030.13** Subtotal for Dept. Balefill  
**\$6,030.13** Subtotal for Vendor

## YOUTH CRISIS CENTER CORP.

FINAL2017 FUNDING

\$4,314.52  
**\$4,314.52** Subtotal for Dept. Social Community Services  
**\$4,314.52** Subtotal for Vendor

**Grand Total** **\$4,676,915.09**

Approved By:

On:



CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 07/18/17

**Payroll Disbursements**

6/30/17	EXCEPTION PAYROLL	\$	2,497.60
6/30/17	BENEFITS & DEDUCTIONS	\$	324.69
7/7/17	FIRE PAYROLL	\$	161,713.59
7/7/17	BENEFITS & DEDUCTIONS	\$	27,581.40
7/13/17	CITY PAYROLL	\$	1,182,942.47
7/13/17	BENEFITS & DEDUCTIONS	\$	263,302.03

**Total Payroll**                    \$ 1,638,361.78

**Additional Fees**

**Total Fees**                            \$ -

**Additional AP**

6/29/17	Prewrits - Petty Cash/Utility Refunds	\$	1,293.70
6/30/17	State of WY - Depart. Of Admin & Information	\$	2.00

**Total Additional AP**                    \$ 1,295.70

June 26, 2017

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

FROM: Liz Becher, Assistant City Manager/Community Development Director  
Aaron Kloke, Planner I

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

**Meeting Type & Date:** Regular Council Meeting, July 18, 2017.

**Action Type:** Establish Public Hearing for August 1, 2017.

**Recommendation:** That Council, by minute action, establish August 1, 2017 as the date of public hearing for the review of a request to vacate a portion of the alley located south of West Yellowstone Highway, between David Street and Ash Street.

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

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

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

**Financial Considerations:** Wyoming State Statute 15-4-305 states that the city may demand and receive the value of the land vacated as consideration for the vacation.

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

**Attachments:** Aerial map

# David Street Station Alley Vacation



Alley Access

Alley Access

**Legend**  
— Subject Property

June 16, 2017

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

**FROM:** Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*  
Pete Meyers, Assistant Support Services Director  
Carla Mills-Laatsch, Licensing Specialist

**SUBJECT:** Public Hearing for a New Restaurant Liquor License No. 35, DT Wings & Greens, LLC d/b/a Down Turn Wings & Greens, located at 4035 CY Avenue.

**Meeting Type & Date**

Regular Council Meeting  
July 18, 2017

**Action type**

Public Hearing  
Minute Action

**Recommendation**

That Council, by minute action, approve a new Restaurant Liquor License No. 35, DT Wings & Greens, LLC d/b/a Down Turn Wings & Greens, located at 4035 CY Avenue.

**Summary**

An application has been received for a new Restaurant Liquor License No. 35, DT Wings & Greens, LLC d/b/a Down Turn Wings & Greens, located at 4035 CY Avenue. This business is located next to Sutherlands.

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

**Financial Considerations**

No Financial Considerations

**Oversight/Project Responsibility**

Carla Mills-Laatsch, Licensing Specialist, Support Services

**Attachments**

Copy of Application  
Affidavit of website publishing  
Map of location

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

### To be completed by City/County Clerk

Local License #: Restaurant 35  
 License Fees Annual Fee: \$ 1500.00 Date filed with clerk: 05 130 12017  
 Prorated Fee: \$ 1600.00 Advertising Dates: (2 Weeks) July 6 & 9th  
 Transfer Fee: \$ — Hearing Date: 07 18 17  
 Publishing Fee: \$ 84.34  
 Publishing Fee Direct Billed to Applicant:   
 License Term: 07 19 12017 Through 03 1 31 12018  
 Month Day Year Month Day Year

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

Applicant: DT Wings & Greens LLC  
 Trade/Business Name (dba): Down Town Wings & Greens  
 Building to be licensed/Building Address: 4035 Cy Ave  
 Number & Street  
Casper WY 82604 Natrona  
 City State Zip County  
 Mailing Address: P.O. Box 2685  
 Number & Street or P.O. Box  
Mills WY 82644  
 City State Zip  
 Business Telephone Number: (307) 337-2222 Fax Number: ( )  
 E-Mail Address: DownTownWings@gmail.com  
 Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)  
Lot 7 Mountain Plaza Addition #4" To City of Casper, Natrona County, WY

<b>FILING FOR</b> <input checked="" type="checkbox"/> NEW LICENSE <input type="checkbox"/> TRANSFER OF LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP FORMERLY HELD BY: _____	<b>FILING IN (CHOOSE ONLY ONE)</b> <input checked="" type="checkbox"/> CITY OF: <u>Casper</u> <input type="checkbox"/> COUNTY OF: _____ <input type="checkbox"/> ASSIGNMENT LETTER ATTACHED	<b>FILING AS (CHOOSE ONLY ONE)</b> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LP/LLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> OTHER _____
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TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)		
<input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL <b>LIMITED RETAIL (CLUB)</b> <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB	<input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT <b>SPECIAL DESIGNATIONS</b> <input type="checkbox"/> CONVENTION FACILITY <input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> GUEST RANCH <input type="checkbox"/> RESORT

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

<input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) (specify months of operation) from <u>11am</u> to <u>9pm</u>	<input type="checkbox"/> SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____	<input type="checkbox"/> NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____
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**ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6**

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

(1) OWN the licensed building?	<input type="checkbox"/> YES (own)
(2) LEASE the licensed building? (Lease must be through the term of the liquor license)	<input checked="" type="checkbox"/> YES (lease)

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

(A) When the lease expires, located on page 5 paragraph 13614 Exhibit A; 36 of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page 15 paragraph 92 of lease. See Attached Exhibit w/Consent  
 (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)  YES  NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:
- 
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)  YES  NO
- If "YES", explain: \_\_\_\_\_

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Ryan Edwards						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Eric Edwards						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Anthony Cozzolino						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. BAR AND GRILL LICENSE:

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

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building, W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): 4' x 6' room NW corner of kitchen

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

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

9. RESORT LICENSE:

Does the resort complex:

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

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

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

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)  
1. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

10. MICROBREWERY LICENSE:

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

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

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

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

11. WINERY LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

13. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

14. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)  YES  NO

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

15. LIMITED RETAIL (CLUB) LICENSE:

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

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with this application?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)  YES  NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

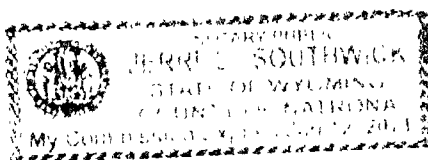
(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S.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

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

STATE OF WYOMING )  
) SS.  
COUNTY OF NATRONA )

Signed and sworn to before me on this 23<sup>RD</sup> day of May, 2017 that the facts alleged in the foregoing instrument are true by the following:

1)	<u>[Signature]</u> (Signature)	<u>Ryan Edwards</u> (Printed Name)	<u>Owner</u> Title
2)	<u>[Signature]</u> (Signature)	<u>Anthony Cousquin</u> (Printed Name)	<u>Owner</u> Title
3)	<u>[Signature]</u> (Signature)	<u>[Signature]</u> (Printed Name)	<u>[Signature]</u> Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title
6)	_____ (Signature)	_____ (Printed Name)	_____ Title



Witness my hand and official seal:

[Signature]  
Signature of Notary Public

(SEAL)

48 My commission expires: JAN 12, 2021





AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming )  
County of Natrona )

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

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 07/06/2017 and ended on 07/19/2017; and
- Attached is image of the Notice as actually posted on the City of Casper website ([www.casperwy.gov](http://www.casperwy.gov)) for the entire period referenced above.

By: Arla Mills Laatsch Date: 06/19/2017

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

19<sup>th</sup> day of June, 2017

Heidi Hood



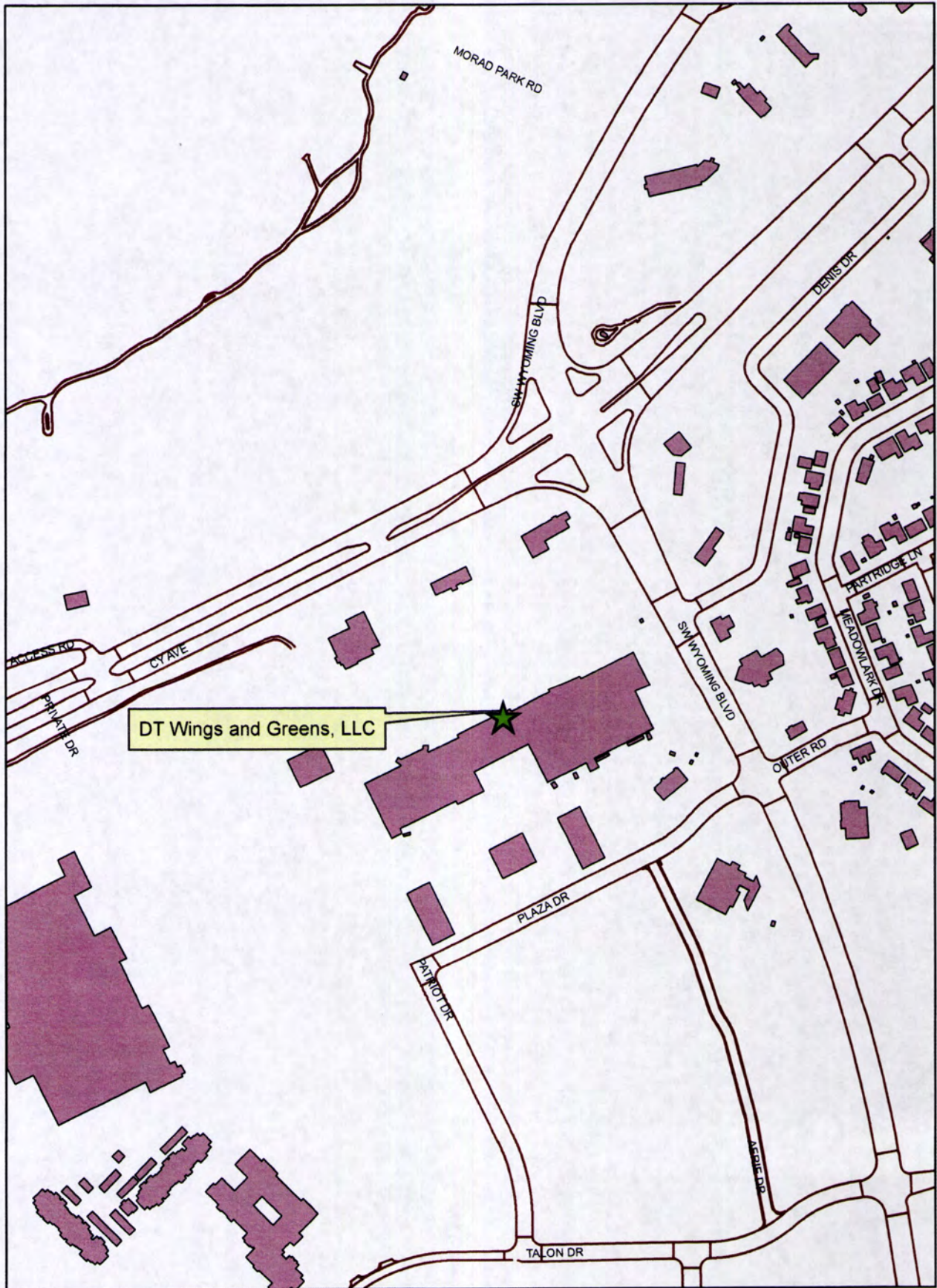
Provide to City of Casper Central Records

DT Wings & Greens, LLC.

Notice is hereby given that on the 30th day of May, 2017, DT Wings and Greens, LLC applied for a new Restaurant Liquor License No. 35 in the office of the Clerk of the City of Casper, Wyoming for the following described place 4035 CY Avenue, 4' x 6' foot room in northwest corner of the building, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 18th day of July, 2017 in the City Council Chambers at 200 North David.

Dated: 05/31/2017

Proposed New Restaurant Liquor License  
DT Wings and Greens, LLC



July 13, 2017

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

**FROM:** Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*  
Pete Meyers, Assistant Support Services Director  
Carla Mills-Laatsch, Licensing Specialist

**SUBJECT:** Approve the Temporary Extension of Hours of Operation for Liquor License Holders for the Night of Sunday August 20, 2017.

**Meeting Type & Date**

Regular Council Meeting  
July 18, 2017

**Action type**

Resolution

**Recommendation**

That Council, by resolution, approve the temporary extension of hours of operation for liquor license holders on Sunday, August 20, 2017 during the Eclipse Festival from 10:00 a.m. to 2:00 a.m.

**Summary**

The City of Casper has received a request from the Natrona County Liquor Dealers Association for a one day extension on the hours of operation to 6:00 a.m. to 2:00 a.m. for liquor license holders in the City of Casper. However, Municipal Code 5.08.320 (A) (1) states that the hours of operation for liquor establishments on Sundays are from 10:00 a.m. to 10:00 p.m. Municipal code 5.08.320 (C) states that four days each year the City Council may designate, by resolution, a modification for the hours of operation for liquor license establishments. However, Municipal Code dictates that hours on Sundays cannot begin before 10:00 a.m., even when this provision of the code is being exercised.

**Financial Considerations**

No Financial Considerations

**Oversight/Project Responsibility**

Carla Mills-Laatsch, Licensing Specialist, Support Services

**Attachments**

Request letter from Matt Galloway  
Resolution

## Natrona County Liquor Dealers Association

Matt Galloway: President

6/13/2017

### To Whom It May Concern,

On behalf of the Natrona County Liquor Dealers Association, I would like to hereby request permission for an extension to the existing municipal law stating all liquor licenses held within city limits must open no sooner than 10am and no later than on 10pm on Sundays. This is exemption is being requested for the date of Sunday, August 20, to capitalize on the significant influx of visitors to the community for Eclipse 2017. Currently in city statutes there are provisions that allow liquor dealers to collectively agree on certain dates to request said exemptions and we would hereby request such action be granted. It is the hope of the Natrona County Liquor Dealers to extend the hours on Sunday, August 20, 2017, to our normal operating hours of 6am to 2am. We appreciate all time and considerations being taken by all city representatives involved. Thank you.

Sincerely,

Matt Galloway  
Galloway's Pub  
The Keg & Cork  
The Gaslight Social

RESOLUTION NO.17-143

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

WHEREAS, the City of Casper has set hours of operation regarding the service of liquor on Sundays from 10 a.m. to 10 p.m.; and,

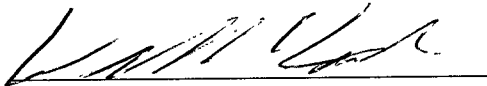
WHEREAS, the City Council may modify the hours of operation by resolution no more than four days each calendar year pursuant to section 5.08.320 (C); and,

WHEREAS, Natrona County Liquor Dealers Association has requested a temporary extension on the hours of operation for Sunday August 20th, 2017 during the Eclipse Festival.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the hours of operation for all liquor license holders shall be from 10 a.m. on Sunday, August 20th, 2017 until 2:00 a.m. on Monday, August 21st, 2017.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

June 19, 2017

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

**FROM:** Andrew Beamer, P.E., Public Services Director *AB*  
Bruce Martin, Public Utilities Manager

**SUBJECT:** Authorizing Amendment No. 2 to the Outside-City Water and Sewer Service Contract with the True Family

**Meeting Type & Date**

Regular Council Meeting  
July 18, 2017

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize Amendment No. 2 to the April 2002 True Family Contract for Outside-City Water and Sewer Service.

**Summary**

A Contract for Outside-City Water and Sewer Service was consummated April 2, 2002 between the City of Casper and the True family. The True family property is located south of Wyoming Blvd., just west of South Poplar Street. The applicant extended water and sewer mains into their property from the west side of South Poplar Street. These mains and associated appurtenances are owned, operated, and maintained by the applicant. The contract provided for six individual water and sewer services to serve the properties described in Exhibit "A".

Amendment No. 1 to the original agreement was consummated between the City and the True family on August 6, 2002. Amendment No. 1 provided for one additional water and sewer tap to service the property. This brought the total number of taps available to seven.

The True family is now requesting approval for four more water and sewer taps to bring the total number of taps available to service the property to eleven. Amendment No. 2, attached, provides for the four additional water and sewer taps to serve the property.

At this time, one new residence is proposed for the True property. One set of taps will be used for that residence with the three remaining taps to be used for any future use. System investment charges will be paid before the taps are made. Then current system investment charges will be paid as the remaining taps are made.

The original agreement remains in full force and effect.

Commitments to annex forms have been signed by all parties involved.

The CPU Advisory Board conceptually approved Amendment No. 2 at its June 28, 2017 meeting.

**Financial Considerations**

There are no financial considerations with this agreement

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Resolution

Amendment



**AMENDMENT NO. 2 TO CONTRACT  
FOR OUTSIDE CITY WATER AND SEWER SERVICE**

This Amendment No. 2 (“Amendment No. 2”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Casper, Wyoming, hereinafter referred to as “City”, and the following parties, hereinafter referred to as the “Applicants.”

Diemer D. True, Trustee of the Diemer D. True Trust Agreement (Revocable) dated September 19, 1983, and the Susan L. True Living Trust Agreement (Revocable) dated December 11, 1984;

David L. True and Melanie A. True, husband and wife, as tenants by the entirety;

Susan L. True and Diemer D. True, wife and husband;

True Drilling LLC;

True Resource Development, LLC;

Tracy T. Propp, Trustee of the Tracy T. Propp Revocable Trust under agreement dated October 31, 2012, as amended;

Diemer D. “Kip” True, Jr. and Christina L. True, husband and wife;

David L. True and Melanie A. True, husband and wife, as tenants by the entirety with right of survivorship; and.

Quintin LeClercq and Christine Marie True LeClercq, husband and wife.

**RECITALS**

WHEREAS, Applicants are, or will be, the owners of certain lands as described in Exhibit “A” (the “Real Property”), all of which is located in Section 29, Township 33 North, West of the 6<sup>th</sup> P.M., which are not within the corporate limits of the City of Casper; and,

WHEREAS, an agreement was consummated on April 2, 2002, between the City of Casper and the Applicants who, at that time, owned the Real Property, providing for outside-City water and sewer service (the “Agreement”), said Agreement being incorporated herein at this point as if fully set forth by this reference; and,

WHEREAS, the Agreement allocated six water and sewer service connections and meters to the Real Property; and,

WHEREAS, the Agreement was amended (by Amendment No. 1) on August 6, 2002, by which one additional water and sewer service connection and meter to the Real Property, said Amendment No. 1 being incorporated herein at this point as if fully set forth by this reference; and,

WHEREAS, Quintin LeClercq and Christine Marie True LeClercq are intending to subdivide a portion of the real property (the "Subdivided Property") shown on Exhibit "A" for which an additional water and sewer connection to the water and sewer service lines will be necessary; and,

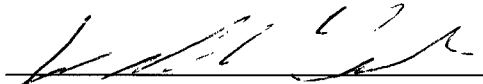
WHEREAS, the parties hereto desire to further amend the Agreement by this Amendment No. 2 to provide and allow for a total of four (4) additional water and sewer connections to the existing water and sewer service lines for the Real Property in order to provide additional water and sewer services to the Real Property.

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

- 1) The Applicants shall be allocated four (4) additional water and sewer line connections to the service lines for the Real Property, which will result in a total of eleven (11) water and sewer service connections and necessary water meters to and for the Real Property.
- 2) All of the other requirements, terms, and conditions of the Agreement and Amendment No. 1 thereto are hereby ratified and shall remain in full force and effect.
- 3) The Agreement, as Amended, shall be binding upon the Applicants and their heirs, successors, and the assigns.
- 4) 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.

Executed the day and year first written above.

APPROVED AS TO FORM:



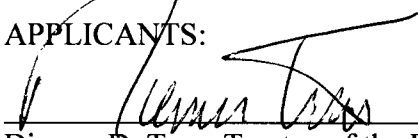
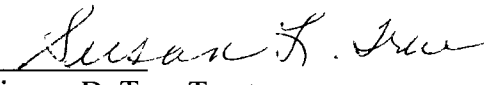
ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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

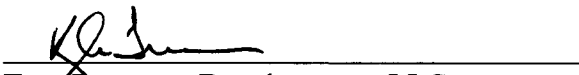
\_\_\_\_\_  
Kenyne Humphrey  
Mayor


APPLICANTS:

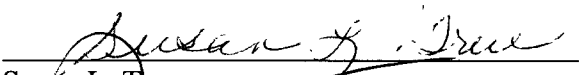
   
Diemer D. True, Trustee of the Diemer D. True Trust  
Agreement (Revocable) dated September 19, 1983,  
and the Susan L. True Living Trust Agreement (Revocable)  
dated December 11, 1984

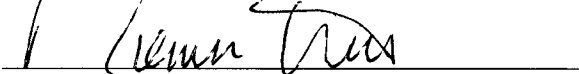
  
David L. True

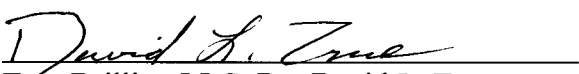
  
Melanie A. True

  
True Resource Development, LLC,  
by Kyle S. True, Member

  
Tracy T. Propp, Trustee of the Tracy T. Propp  
Revocable Trust under agreement dated  
October 31, 2012, as amended

  
Susan L. True

  
Diemer D. True

  
True Drilling LLC, By: David L. True,  
Trustee of the David L. True Trust, a Member

True Amendment No. 2 To Contract for Outside  
City Water and Sewer Service

*Kip True*

Diemer D. "Kip" True, Jr.

*C True*

Christina L. True

*Quintin LeClercq*

Quintin LeClercq

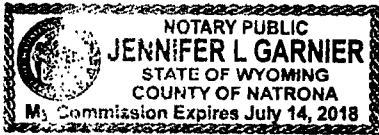
*Christine Marie True LeClercq*

Christine Marie True LeClercq

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2017, by Diemer D. True, Trustee of the Diemer D. True Trust Agreement (Revocable) dated September 19, 1983, and the Susan L. True Living Trust Agreement (Revocable) dated December 11, 1984.

(Seal)



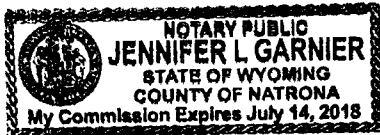
*Jennifer L. Garnier*  
NOTARY PUBLIC

My Commission expires: July 14, 2018.

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June, 2017, by Kyle S. True, as a Member of True Resource Development, LLC.

(Seal)



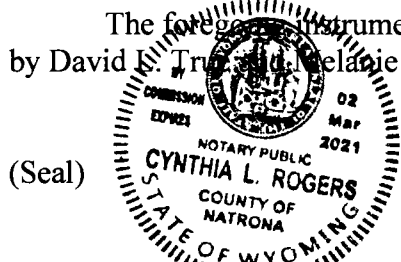
*Jennifer L. Garnier*  
NOTARY PUBLIC

My commission expires: July 14, 2018

True Amendment No. 2 To Contract for Outside City Water and Sewer Service

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this 9 day of June, 2017,  
by David E. True and Melajie A. True, husband and wife.

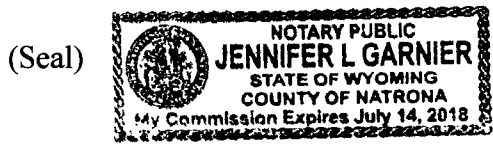


*Cynthia Rogers*  
NOTARY PUBLIC

My commission expires: March 2, 2021

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2017,  
by Susan L. True and Diemer D. True, wife and husband.

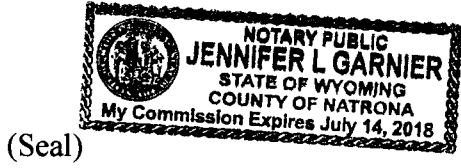


*[Signature]*  
NOTARY PUBLIC

My commission expires: July 14, 2018

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June,  
2017, by Tracy T. Propp, Trustee of the Tracy T. Propp Revocable Trust under agreement dated  
October 31, 2012, as amended.



*[Signature]*  
NOTARY PUBLIC

My commission expires: July 14, 2018

True Amendment No. 2 To Contract for Outside  
City Water and Sewer Service

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

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

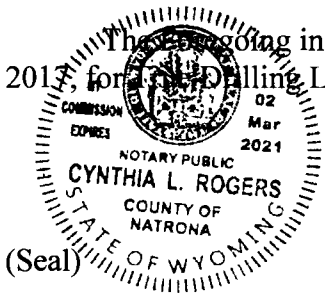
(Seal)

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

My commission expires: \_\_\_\_\_.

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this 9 day of June, 2017, for David L. True LLC by David L. True, Trustee of the David L. True Trust a Member.



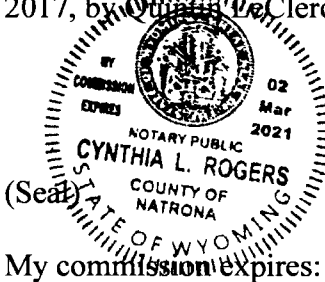
(Seal)

Cynthia L. Rogers  
NOTARY PUBLIC

My commission expires: Mar. 2, 2021

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this 9 day of June, 2017, by Quinn LeClerc and Christine Marie True LeClerc, husband and wife



(Seal)

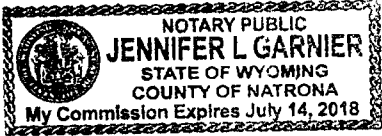
Cynthia L. Rogers  
NOTARY PUBLIC

My commission expires: Mar. 2, 2021.

True Amendment No. 2 To Contract for Outside City Water and Sewer Service

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF NATRONA    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, 2017 by Diemer D. "Kip" True, Jr., and Christina L. True, husband and wife.



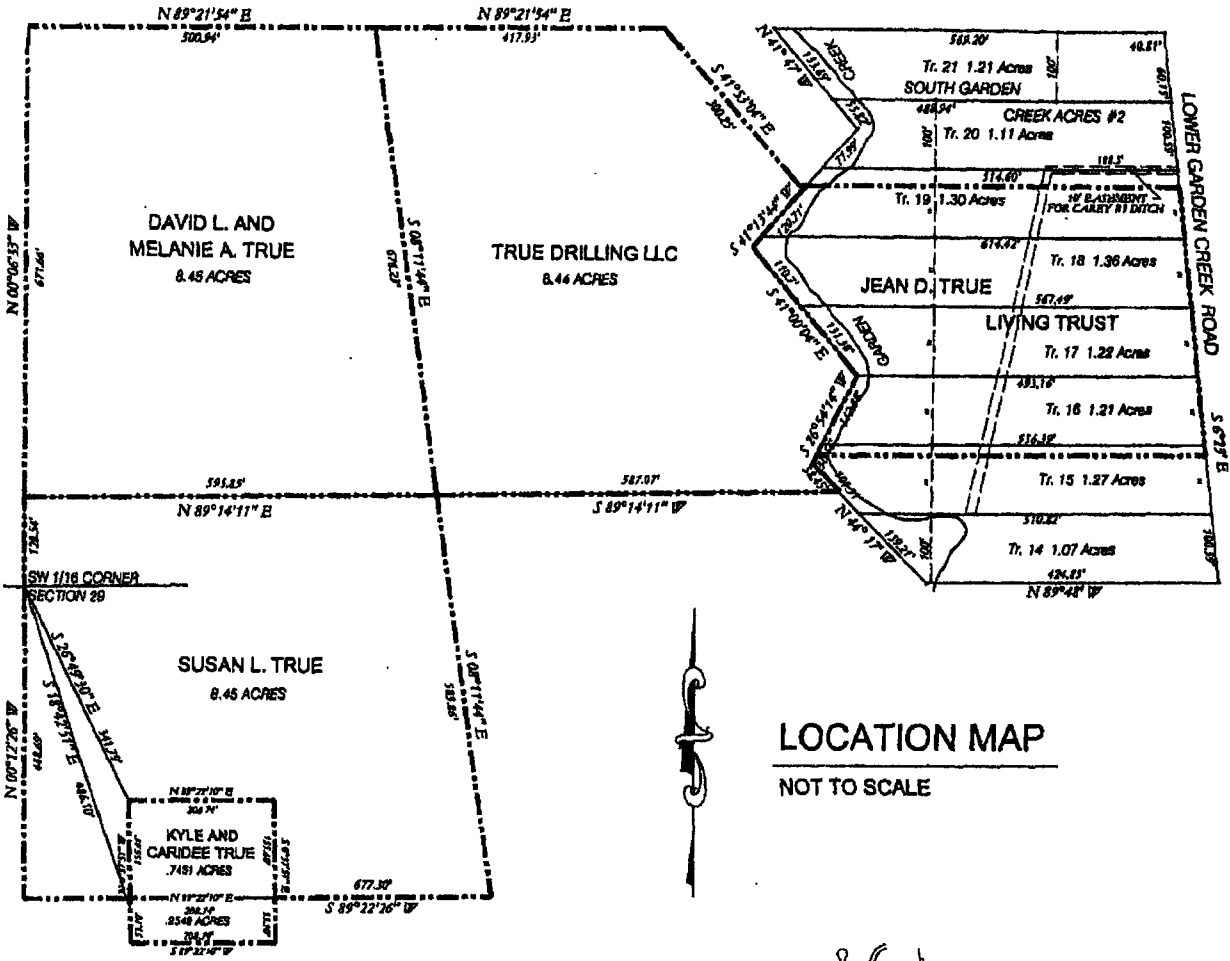
(Seal)

A handwritten signature in black ink, consisting of a large, stylized initial 'J' followed by a surname, written over a horizontal line.

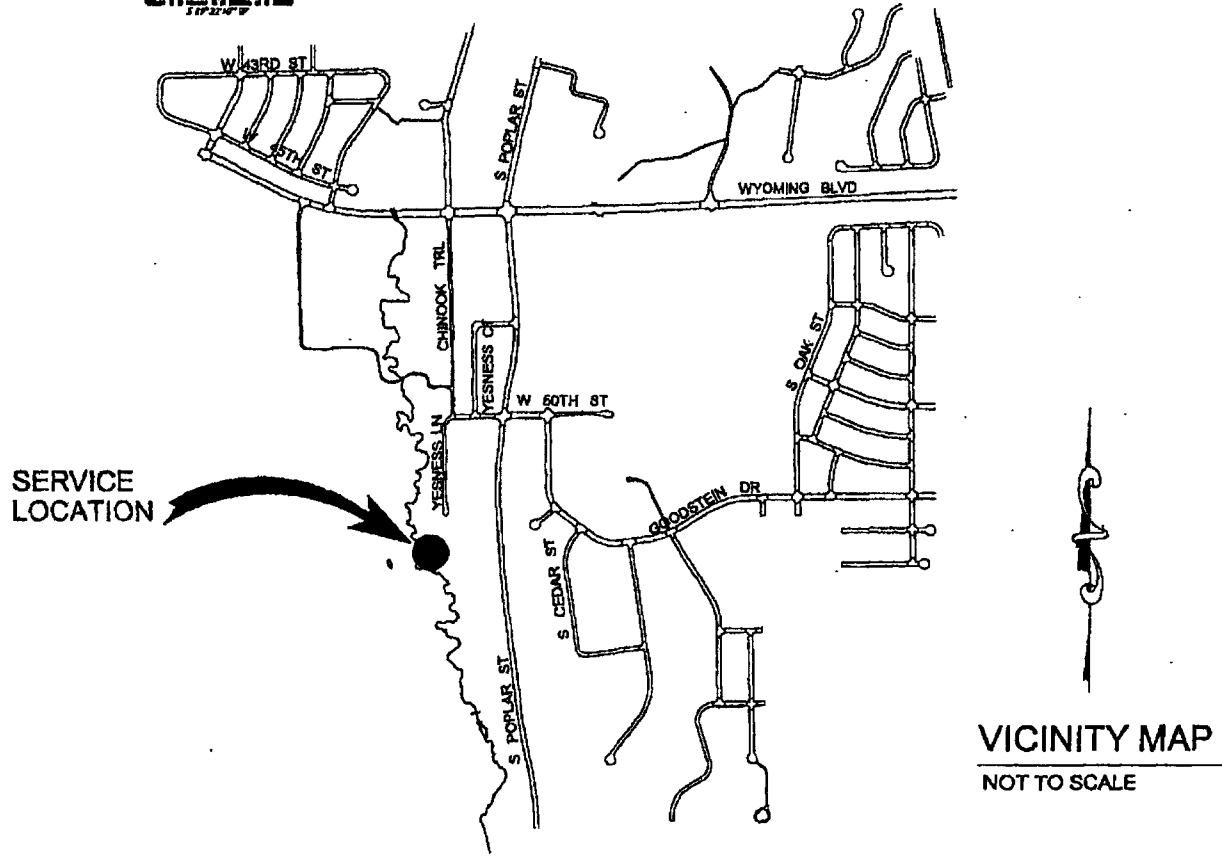
NOTARY PUBLIC

My commission expires: July 18, 2017

# EXHIBIT "A"



**LOCATION MAP**  
NOT TO SCALE



**VICINITY MAP**  
NOT TO SCALE

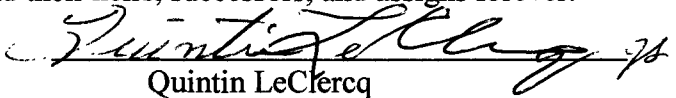


**COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING**  
(Individual Form)

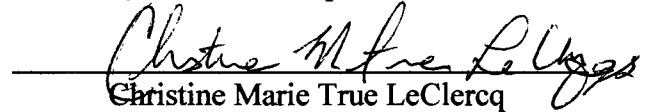
We, Quintin LeClercq and Christine Marie True LeClercq, husband and wife, who will be future owners (the "Owners") of a portion of the real property described and set forth in Exhibit "A" attached hereto, for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the portion of the above described real property which the undersigned become the owners thereof, and shall be included in every sale, conveyance or mortgage involving said real property. This commitment to annex shall be binding upon the Owner(s), their mortgagees, and their heirs, successors, and assigns forever.

6-7-17  
Date

  
Quintin LeClercq

6-7-17  
Date

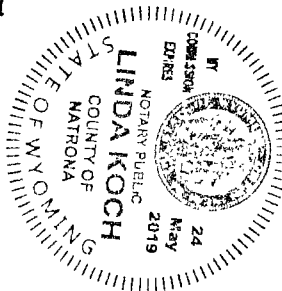
  
Christine Marie True LeClercq

STATE OF WYOMING    )  
  ) ss.  
COUNTY OF NATRONA    )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June, 2017, by Quintin LeClercq and Christine Marie True LeClercq, husband and wife.

(Seal)   
NOTARY PUBLIC

My commission expires: 05/24/19



## EXHIBIT "A"

Parcel "B" being a parcel of land in the E/2SW/4 of Section 29, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, being more particularly described as follows:

The point of beginning of this survey is marked by a brass cap at the southwest one-sixteenth corner of said Section 29. From said southwest one-sixteenth corner of Section 29, proceed N.00°06'33"W. along the west one-sixteenth line of the SW/4 of said Section 29, a distance of 128.54 feet to a Surv Kap marking the southwest corner of this Parcel "B" which is the point of beginning in describing the boundaries of said parcel; thence continuing N.00°06'33"W. an additional distance of 671.66 feet along the west one-sixteenth line of the SW/4 of said Section 29 to a point marked by a 1/2 inch pipe, being the northwest corner of said Parcel "B"; thence N.89°21'54"E. a distance of 500.94 feet to a Surv Kap marking the northeast corner of said Parcel "B;" thence S.08°11'44" E. a distance of 676.23 feet to a Surv Kap marking the southeast corner of said Parcel "B"; thence S.89°14'11" W. along a line parallel to the south one-sixteenth line of the SW/4 of said Section 29 a distance of 595.85 feet to a Surv Kap marking the point of beginning.

RESOLUTION NO. 17-144

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

WHEREAS, an agreement was consummated on April 2, 2002, between the City of Casper and Jean D. True as Trustee for the "Jean D. True Living Trust", David L. True, Melanie A. True, Kyle True, Caridee True, Susan L. True, and True Drilling LLC, Casper Wyoming, for outside-City water and sewer service; and,

WHEREAS, said April 2, 2002, agreement allocated six water and sewer service connections and meters; and,

WHEREAS, Amendment No. 1 to the April 2002 agreement was consummated on August 6, 2002, between the City of Casper and Jean D. True as Trustee for the "Jean D. True Living Trust", David L. True, Melanie A. True, Kyle True, Caridee True, Susan L. True, and True Drilling LLC, Casper Wyoming for one additional water and sewer service; and,

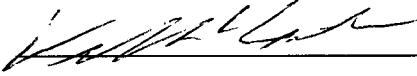
WHEREAS, four additional water and sewer connections have been requested; and,

WHEREAS, Amendment No. 2 is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 2 to the Outside-City Water and Sewer Service Contract with Diemer D. True as Trustee for the "Diemer D. True Trust" and the "Susan L. True Living Trust", David L. True, Melanie A. True, Susan L. True, Diemer D. True, True Drilling LLC, True Resource Development LLC, Tracy T. Propp as Trustee for the "Tracy T. Propp Revocable Trust", Diemer D. "Kip" True, Jr., Christina L. True, Quintin LeClercq, and Christine Marie True LeClercq.

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

APPROVED AS TO FORM:



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CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Kenyne Humphrey  
Mayor

June 16, 2017

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

**FROM:** Andrew Beamer, P.E., Public Services Director *AB*  
Bruce Martin, Public Utilities Manager

**SUBJECT:** Authorizing an Agreement with HDR Engineering, Inc. for Water Rights/Water Supply Studies, Tasks, and Activities in the amount not to exceed \$50,000.

**Meeting Type & Date**

Regular Council Meeting  
July 18, 2017

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize a contract with HDR Engineering, Inc., Cheyenne, Wyoming, for ongoing studies, tasks, and activities concerning water rights and water supply activities, in an amount not to exceed \$50,000.

**Summary**

Since 2002, several contracts have been consummated with HDR Engineering, Inc. or its predecessor for water rights/water supply related services. The latest contract was consummated in 2016. The 2016 contract monies are almost depleted and a new contract is needed. Water rights/supply activities are highly complex, very time consuming, and require outside expertise. Key personnel from HDR will be working with City of Casper staff on water rights/water supply issues.

The Scope of Services for this latest contract includes:

- Continued support and coordination for transfer of BP's water rights to the City of Casper and Natrona County
- Outline and evaluation with the potential to secure firm water supply alternatives, that fit the City's short and long term water supply needs
- Provide a feasibility evaluation and potential implementation of water accounting exchange to expand the beneficial use of the Upper Rock Creek Reservoir water right during periods of water rights administration
- Review the City's need for water and proposed actions to reserve and use water within the Wyoming Account under the Pathfinder Modification Project

- Advise the City on the implications and requirements of the Tri-Party CAID agreement (40-year agreement expires in 2022)
- Continued evaluation of water supply assessment options
- Guidance and oversight of weekly, monthly, and yearly water rights usage reporting requirements to the State Engineer's Office

**Financial Considerations**

Funding for this contract will come from Water Fund Reserves allocated in the FY18 Water Distribution budget.

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Resolution

Professional Services Agreement with Exhibits "A" and "B" attached

## 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. HDR Engineering, Inc., 7350 Stockman, Suite A, Cheyenne, Wyoming 82009 ("Contractor").

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

### RECITALS

A. The City is undertaking continuing water supply and water rights studies.

B. The project requires professional services for various ongoing studies, tasks, and activities regarding water rights and water supplies.

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

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

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following scope of work described in Exhibit "A", which is attached hereto and hereby made a part of this contract.

2. TIME OF PERFORMANCE:

The services of the Contractor are to commence upon written notice to proceed from the Owner. Components of the Project shall be undertaken and completed within a period which may reasonably be required for the tasks. This is an ongoing Professional Services Contract for water rights and water supply studies, tasks, and activities.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with attached Exhibit "B" for services performed in accordance with paragraph 1, not to exceed an amount of Fifty Thousand Dollars (\$50,000) which covers the contractor's hourly rates used as a basis for payment which means salaries and wages (basic and incentive) paid to all Contractor'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. Reimbursable expenses shall be those expenses not herein defined as part of the hourly rate and which are reasonably incurred by the Contractor in the performance of this Contract.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:


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

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



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

APPROVED AS TO FORM



ATTEST

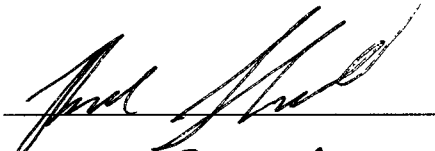
CITY OF CASPER, WYOMING  
A Municipal Corporation

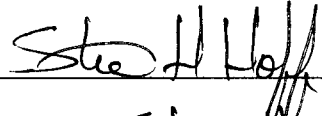
\_\_\_\_\_  
Tracey L. Belser  
City Clerk

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

WITNESS

CONTRACTOR  
HDR Engineering, Inc.

By:   
Printed Name: Ronald A. Cerelli  
Title: Bin 420

By:   
Printed Name: Steve A. Hoff  
Title: Vice President

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) per claim; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims.

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision

applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed One Hundred Thousand Dollars (\$100,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed One Hundred Thousand Dollars (\$100,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

## EXHIBIT “A”

City of Casper  
Public Services Department – Utilities Division

### Scope of Work

- Task 1.** Continued Support and Coordination for transfer of BP’s water rights to the City and County:
- a. Prepare for and attend Wyoming Board of Control meetings on water rights.
  - b. Oversee other tasks as needed to finalize transfer of water rights to City of Casper.
- Task 2.** Continue to outline and evaluate and potentially secure firm water supply alternatives that fit the City’s short and long term water supply needs:
- a. Secure new ground water permits, changes to existing rights and evaluation of potential new surface water right transfers for meeting the water needs of the City. A potential water rights transfer in the near term is Chevron’s Concrete and Brick Wells Ditch, Permit No. 16635D with a priority date of November 3, 1922.
  - b. HDR will review and assist the City in analyzing current and future water right needs to meet projected municipal water demands over the next 50 to 70 years. HDR will prepare a projected cost estimation comparing the projected future costs of relying on different water supply alternatives which include reliance on CAID conserved water, Pathfinder Modification Project storage water, and Upper Rock Creek Reservoir storage.
  - c. Review and advise the City on any water supply proposals presented to the City from other entities, developers, and landowners.
  - d. Review of the potential use and/or exchange of CAID conserved water supplies in Seminole Reservoir, non-hydrologically connected groundwater supplies, and other options.
- Task 3.** Feasibility evaluation and potential implementation of a water accounting exchange process to enhance and expand the municipal use for the release and beneficial use of the City’s storage water in Upper Rock Creek Reservoir during periods of water rights administration.
- a. Complete a feasibility study with a Memorandum advising the City outlining the requirements and the advantages of an exchange process for Upper Rock Creek Reservoir storage water.
  - b. If acceptable to the City, implement the necessary actions required to prepare and draft an exchange request for review by WSEO State Engineer. To the extent of available budget, address WSEO State Engineer review comments. If necessary, facilitate coordination for the development of any necessary contract or agreement with USBR in the Mills Area Office for the accounting procedures necessary for tracking and administering the water right exchange process.
  - c. If requested, provide advice to the City on the potential use and timing of temporary or permanent space that could provide for more efficient delivery, use, management, and potential lease of the City’s storage water in Upper Rock Creek



Reservoir in combination with the City's other water rights, facilities, and resources.

- d. Continue assistance recommending the release, management, and tracking of Upper Rock Creek Reservoir storage water applying WSEO designated conveyance loss factors to meet the City's water needs.
- e. Provide other tasks as requested.

**Task 4.** Review the City's need for water and propose actions to reserve and use water within the Wyoming Account under the Pathfinder Modification Project

- a. Advise the City on the in-place readiness-to-serve contract(s) for Wyoming Account water.
- b. Advise the City on the need to reserve and use water in the future.

**Task 5.** Continue to advise the City on the implications and requirements of the Tri-Party CAID agreement (40-year agreement expires in 2022).

- a. Assist the City in preparing for the proposed extension and re-negotiation or trading/exchange of the Tri-Party CAID agreement. In a re-negotiation process, the City may seek flexibility and different procedures for the beneficial use of the conserved water within the Kendrick Project.
- b. Assist the City in understanding and implementing the contractual requirements under the Tri-Party CAID agreement and any other agreements applicable to the City's use of CAID water supplies.

**Task 6.** Water Supply Assessment Options

- a. Investigate the technical, procedural (institutional), feasibility and policy implications and framework of each water supply option.
- b. As desired and in coordination with the City officials, evaluate and provide advice on negotiations for potential purchase and transfer of senior priority water rights to City of Casper.
- c. Continue to advise and track the City's reporting of the active beneficial use of the City's owned and leased water rights on a monthly, and yearly basis to the Wyoming State Engineer's Office (WSEO). The City of Casper needs to continue to demonstrate and document the beneficial use of all water rights.
- d. HDR will advise the City and assist in implementing any reporting conditions and requirements within the WSEO Order approving the BP water rights petition.
- e. Assist the City in completing updates to the water service areas and places of use within the records of the WSEO for all of the City's ground water and surface water rights.
- f. As necessary, meet to discuss any and all water right and water resource issues, questions, and related matters with Casper City Council and applicable Boards, results of water supply assessment options, as needed.

**Task 7.** Discretionary Tasks

HDR Engineering, Inc. completes additional tasks:

- a. As needed and as assigned by the City of Casper personnel.

**Exhibit "B"**  
**HDR Engineering**  
**2017 Hourly Billing Rates**

Enclosed are the 2017 Hourly Billable Rates for HDR Engineering. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include Reimbursable Expenses or hourly billing rates for equipment as defined below.

<b>Description</b>	<b>Billing Rate/Hour</b>
Managing Principal	\$210
Senior Project Manager	\$195
Project Manager	\$170
ASME Disciplines	\$175
Engineer V	\$170
Engineer IV	\$155
Engineer III	\$135
Engineer II	\$120
Engineer I	\$105
Engineering Technician III	\$115
Engineering Technician II	\$100
Engineering Technician I	\$90
Cadd/GIS Technician IV	\$130
Cadd/GIS Technician III	\$110
Cadd/GIS Technician II	\$100
Cadd/GIS Technician I	\$90
Right of Way III	\$170
Right of Way II	\$155
Right of Way I	\$130
Environmental Scientist V	\$170
Environmental Scientist IV	\$155
Environmental Scientist III	\$135
Environmental Scientist II	\$120
Environmental Scientist I	\$105
Senior Land Surveyor	\$145
Land Surveyor	\$130
Survey Technician III	\$110
Survey Technician II	\$100
Survey Technician I	\$90
Senior Construction Manager	\$170
Construction Manager	\$140
Construction Engineer	\$120
Construction Field Rep	\$90
Public Involvement III	\$140
Public Involvement II	\$110
Public Involvement I	\$90
Accountant	\$100
Graphic Designer	\$90
Admin Assistant	\$70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

**Direct Expenses**

Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Mapping Grade GPS	\$20.00 per hour
Mileage	\$0.75 per mile

Copies:

24" x 36" Mylar	\$15.00 each
Plots Bond	\$8.00 each
Plain Paper Copies	\$0.15 each
Plain Paper Copies 11" x 17"	\$0.25 each
Color 11" x 17" Copies	\$1.25 each

**OTHER REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. Unless negotiated otherwise in the contract, ENGINEER will add 10% to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project.

RESOLUTION NO. 17-145

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

WHEREAS, the City of Casper desires to procure professional services for various on-going studies, tasks, and activities concerning water rights and water supply activities; and,

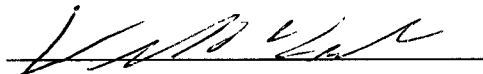
WHEREAS, HDR Engineering, Inc. is able and willing to provide such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with HDR Engineering, Inc. in the amount not to exceed Fifty Thousand Dollars (\$50,000) for ongoing studies, tasks, and activities concerning water rights and water supply activities.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payments throughout the project retaining those amounts prescribed by the agreement equal to a total amount not to exceed Fifty Thousand Dollars (\$50,000).

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

June 15, 2017

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

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

**SUBJECT:** Authorizing an Agreement with Pittsburg Tank & Tower Maintenance Co., Inc., in the amount of \$184,616.00, for the Sunrise II South Water Storage Tank Interior Painting, Project No. 17-030.

**Meeting Type & Date:**

Regular Council Meeting, July 18, 2017

**Recommendation:**

That Council, by resolution, authorize an agreement with Pittsburg Tank & Tower Maintenance Co., Inc., for the Sunrise II South Water Storage Tank Interior Painting Project, in the amount of \$164,616.00, and a contingency amount of \$20,000.00, for a total contract amount of \$184,616.00.

**Summary:**

On Thursday, June 15, 2017, five (5) bids were received for the Sunrise II South Water Storage Tank Interior Painting Project. The bid results are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Pittsburg Tank & Tower	Henderson, Kentucky	\$164,616.00
Wyoming Power Wash	Casper, Wyoming	\$189,325.00
M&M Tank Coating	Greeley, Colorado	\$190,320.00
Spiegel Industrial	Steamboat Springs, Colorado	\$199,941.16
Classic Protective Coatings	Menomonie, Wisconsin	\$215,600.00

The project includes surface preparation and re-coating of the interior of the Sunrise II South Water Storage Tank. Additionally, a new man-way and roof vent will be added. The completion date for the project is October 13, 2017.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As the bid by the single in-state Contractor was not within five percent (5%) of the low bid, no bid preference was granted. The Engineer's estimate was \$175,000.00. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

**Financial Considerations**

Funding for this project will be from Budgeted Water Funds.

**Oversight/Project Responsibility**

Andrew Colling, Engineering Tech

**Attachments**

- Resolution
- Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Pittsburg Tank & Tower Maintenance Co., Inc., 1 Watertank Place, Henderson, Kentucky 42420, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to re-coat the interior of the Sunrise II South potable water storage tank and,

WHEREAS, Pittsburg Tank & Tower Maintenance Co., Inc., is able and willing to provide those services specified as the Sunrise II South Water Storage Tank Interior Painting Project No. 17-030.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Sunrise II South Water Storage Tank Interior Painting Project. 17-030, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by October 13, 2017, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by October 27, 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 Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion.

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Sixty-Four Thousand Six Hundred Sixteen Dollars (\$164,616.00) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

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

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

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

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

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the



work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 8.4 Addenda No. (0).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of three (3) sections.
- 8.11 Notice of Award.

8.12 Notice to Proceed.

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

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

**Sunrise II South Tank Interior Painting Project No. 17-030**

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

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

8.17 Notice of Substantial Completion.

**ARTICLE 9. GOVERNMENTAL CLAIMS ACT**

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

*(This space intentionally left blank)*

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

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

APPROVED AS TO FORM:

Wallis Trombly

CONTRACTOR:

Pittsburg Tank & Tower Maintenance Co.,  
Inc.

ATTEST:

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

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

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

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

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Tracey L. Belser  
Title: City Clerk

Kenyne Humphrey  
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper  
**Sunrise II South Tank Interior Painting  
Project No. 17-030**

THIS BID SUBMITTED TO: City of Casper  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by October 13, 2017, and completed and ready for final payment not later than October 27, 2017 in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>Not Applicable</u>	Dated <u>Not Applicable</u>
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 164,666.00

TOTAL BASE BID, IN WORDS: One hundred sixty-four thousand, Six hundred sixteen dollars and zero cents DOLLARS.

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

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Pittsburg Tank & Tower Maint Co, Inc  
1 Water tank Place  
Henderson, KY 42420

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

Submitted on June 15<sup>th</sup> \_\_\_\_\_, 2017.

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

IF BIDDER IS:

AN INDIVIDUAL

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

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

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

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

A PARTNERSHIP

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

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

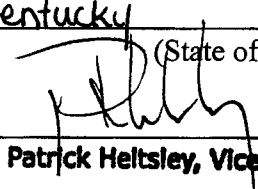
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

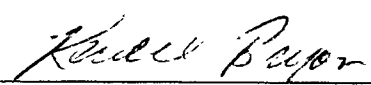
A CORPORATION OR LIMITED LIABILITY COMPANY

By: Pittsburg Tank & Tower Maint Co, Inc (seal)  
(Corporation's or Limited Liability Company's Name)

Kentucky  
(State of Incorporation or Organization)

By:  (seal)  
**Patrick Heltsley, Vice President**  
(Title)

(Seal)

Attest:  Kendel Bryson, Secretary

Business Address: 1 Watertank Place  
Henderson, KY 42420

Phone Number: 270.869.9400 x 4601

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  
SUNRISE II SOUTH TANK INTERIOR PAINTING  
PROJECT NO. 17-030**

Bid Date: June 15, 2017

COMPANY NAME: Pittsburg Tank & Tower Maint Co, Inc

ADDRESS: 1 Watertank Place  
Henderson, KY 42420

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

LS = Lump Sum

ITEM NO.	BASE BID SCHEDULE			
	DESCRIPTION	UNIT	QUANTITY	TOTAL COST
1	Surface preparation and painting of the INTERIOR of approximately 400,000 gallon (60' dia. x 20' height) potable water storage tank.	LS	1	152,116.00
2	Remove and replace existing man way with swing in type man way.	LS	1	7,500.00
3	Remove and replace existing roof vent.	LS	1	5,000.00
<b>TOTAL BASE BID (SUM OF ITEMS 1 - 3)</b>				<b>164,616.00</b>

Total Base Bid in words: One hundred sixty-four thousand, six hundred sixteen dollars and zero cents

Bid submitted by: Pittsburg Tank & Tower Maint Co, Inc

(Individual, Partnership, Corporation or Joint-venture)

  
Patrick Heltsley, Vice President



RESOLUTION NO. 17-146

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

WHEREAS, the City of Casper desires to re-paint the interior of the Sunrise II South Water Storage tank; and,

WHEREAS, Pittsburg Tank & Tower Maintenance Co., Inc., is able and willing to provide those services specified as the Sunrise II South Water Storage Tank Interior Painting Project No. 17-030; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Pittsburg Tank & Tower Maintenance Co., Inc., for those services, in the amount of One Hundred Sixty-Four Thousand Six Hundred Sixteen Dollars (\$164,616.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Sixty-Four Thousand Six Hundred Sixteen Dollars (\$164,616.00), and Twenty Thousand Dollars (\$20,000) for a construction contingency fund, for a total price of One Hundred Eighty-Four Thousand Six Hundred Sixteen Dollars (\$184,616.00).

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

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

APPROVED AS TO FORM:



Sunrise II South Water Tank Interior Painting  
Pittsburg Tank & Tower Proj 17-030

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Kenyne Humphrey  
Mayor

June 20, 2017

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

**FROM:** Andrew Beamer, Public Services Director *AB*  
Jolene Martinez, Special Projects Coordinator

**SUBJECT:** Accepting Grant from the Wyoming Governor's Big Game License Coalition, in the amount of \$5,000, for Russian Olive Removal and Re-Growth Monitoring in the Morad Water Wellfield

**Meeting Type & Date**  
Regular Council Meeting  
July 18, 2017

**Action type**  
Resolution

**Recommendation**  
That Council, by resolution, accept a grant from the Wyoming Governor's Big Game Coalition, in the amount of \$5,000, to be used to fund Russian olive removal and re-growth monitoring in the Morad Water Wellfield.

**Summary**

On June 16, 2017, staff was notified that a grant from the Wyoming Governor's Big Game Coalition to fund Russian olive removal and regrowth monitoring in the Morad Water Wellfield had been approved. The grant, administered by the Wyoming Community Foundation, is awarded from the Wyoming Governor's Big Game Coalition: All Wildlife Account. Staff identified and submitted a grant application to this highly competitive grant opportunity.

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The river restoration effort, which includes a volunteer day every September, is called the Platte River Revival. The projects outlined in the master plan are a combination of riverbank and in-river construction, Russian olive removal, and vegetative plantings. The cost estimate for riverbank and in-river construction is estimated at over \$16 million.

The Platte River Revival is an infrastructure project for Casper and Wyoming that improves water quality; protects drinking water and roadway infrastructure; stabilizes riverbanks; restores and protects green infrastructure; and provides economic development opportunities.

**Financial Considerations**

No match is required for this grant. However, the grant does not cover 100% of the Russian olive removal, which is \$8,750. The additional cost, \$3,750, will be funded from Budgeted Current Revenue of the Refuse Collection Fund.

**Oversight/Project Responsibility**

Jolene Martinez, Special Projects Coordinator, Public Services Department

**Attachments**

Wyoming Governor's Big Game License Coalition Grant Acceptance Resolution

RESOLUTION NO. 17-147

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

WHEREAS, the City of Casper identified the need to restore the North Platte River through Casper and has established a project called the Platte River Revival; and,

WHEREAS, the City of Casper has been approved for a grant from the Wyoming Governor's Big Game License Coalition, All Wildlife Account, in the amount of Five Thousand Dollars (\$5,000); and,

WHEREAS, the City of Casper desires to accept the grant funds from the Wyoming Governor's Big Game License Coalition to fund Russian olive removal and regrowth monitoring in the Morad Water Wellfield as part of the Platte River Revival.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the grant from the Wyoming Game and Fish Commission, in the amount of Five Thousand Dollars (\$5,000), is hereby accepted.

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

June 20, 2017

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

**FROM:** Andrew Beamer, P.E., Public Services Director *AB*  
Bruce Martin, Public Utilities Manager  
Terry Cottenoir, Engineering Technician

**SUBJECT:** Authorizing an Agreement with Dave Loden Construction, Inc., in the Amount of \$62,885.00, for the CPU Roof Replacements

**Meeting Type & Date**

Regular Council Meeting  
July 18, 2017

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize an agreement with Dave Loden Construction, Inc., for the CPU Roof Replacements, Project No. 17-042, in the amount of \$56,885.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$6,000.00, for a total project amount of \$62,885.00.

**Summary**

On Tuesday, June 20, 2017, two (2) bids were received for the CPU Roof Replacements, Project No. 17-042. The bid received for this work is as follows:

<b><u>CONTRACTOR</u></b>	<b><u>BUSINESS LOCATION</u></b>	<b><u>BID AMOUNT</u></b>
Dave Loden Construction	Buffalo, Wyoming	\$56,885.00
Contract West Roofing	Salt Lake City, Utah	\$56,800.00

The CPU Roof Replacements Project includes the removal and replacement of the existing roofing systems at the Water Treatment Plant, North Platte Lift Station, and Wastewater Collections Garage at the Wastewater Treatment Plant. The existing roofing systems on the facilities are nearing the end of their operational lives, and a number of leaks have developed causing safety concerns. The new roofing systems will carry a fifteen (15) year warranty after installation. Work is scheduled to be completed by August 25, 2017. The estimate prepared by the City Engineering Division was \$99,750.00.

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. Bid preference was granted to Dave Loden Construction for being the certified resident bidder. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

**Financial Considerations**

Funding will be from Budgeted Current Revenue of the Water Fund, Wastewater Treatment Plant Fund, and the Sewer Fund.

**Oversight/Project Responsibility**

Terry Cottenoir, Engineering Technician, Public Services

**Attachments**

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Dave Loden Construction, Inc., 707 Circle Drive, Buffalo, Wyoming 82834, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace the existing roofing systems at the Water Treatment Plant, North Platte Lift Station, and the Collections Garage at the Wastewater Treatment Plant; and,

WHEREAS, Dave Loden Construction, Inc., is able and willing to provide those services specified as the Casper Public Utilities (CPU) Roof Replacements, Project No. 17-042.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work and provide the manufacturer's standard fifteen (15) year, ninety (90) mile per hour warranty required by the Contract Documents for the CPU Roof Replacements, Project No. 17-042, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **October 27, 2017** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **November 3, 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 Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the



remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Fifty-Six Thousand Eight Hundred Eighty-Five Dollars (\$56,885.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages ADDENDUM NO. 2 – 4 of 8 through ADDENDUM NO. 2 – 7 of 8, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (pages 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 25<sup>th</sup> day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

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

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

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five

percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

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

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract

Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages ADDENDUM NO.2 – 4 of 8 to ADDENDUM NO.2 – 7 of 8, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (1, 2).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.11 Division 02 – Site Construction, consisting of one (1) section.
- 8.12 Division 07 – Thermal and Moisture Protection, consisting of three (3) sections.
- 8.13 Notice of Award.
- 8.14 Notice to Proceed.

- 8.15 Minutes of the Pre-Bid Conference, if any.
- 8.16 Contract Drawings consisting of five (5) drawing sheets, with each sheet bearing the following general title:

**CPU Roof Replacements, Project No. 17-042**

- 8.17 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.18 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.19 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

*(This space intentionally left blank)*

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

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

APPROVED AS TO FORM:

Walker Trust SA

CONTRACTOR:

Dave Loden Construction, Inc.

WITNESS:

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

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

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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: \$ 56,885.00

TOTAL BASE BID, IN WORDS: fifty six thousand eight hundred eighty five DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Exhibit "B" - Itemized Bid Schedule.
  - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:
- Address of Bidder: Dave Loden Construction  
707 Circle Dr  
Buffalo, WY 82834
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 6/16/17, 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: Dave Loden Construction Inc (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming

(State of Incorporation or Organization)

By: Erick Loden, President (seal)

(Title)

(Seal)

Attest: Erick E Loden

Business Address: Dave Loden Consturction

707 Circle Dr

Buffalo, WY 82834

Phone Number: 307-684-5838

A JOINT VENTURE

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

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

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

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

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

**EXHIBIT "B"**  
**BID SCHEDULE**

**CPU Roof Replacements**  
**PROJECT NO. 17-042**  
**June 20, 2017**

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

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Water Treatment Plant Membrane Roofing System	LS	1	\$ 25,335.00	\$ 25,335.00
2	North Platte Lift Station Membrane Roofing System	LS	1	\$ 9,400.00	\$ 9,400.00
3	Collections Garage Membrane Roofing System	LS	1	\$ 22,150.00	\$ 22,150.00
<b>TOTAL BID – BASE PROJECT</b>					<b>\$56,885.00</b>

• **BID IN WORDS:**

fifty six thousand eight hundred eighty five dollars even

This bid submitted by: Dave Loden Construction Inc  
 (Individual, partnership, corporation, or joint venture name)

**ADDENDUM NO. 1**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

**CPU ROOF REPLACEMENTS  
PROJECT NO. 17-042**

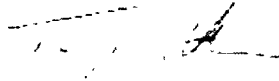
by

**CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601**

**ADDENDUM DATE: June 13, 2017**

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

**APPROVED: (CITY OF CASPER)**



**Terry Cottenoir, Engineering Tech II**

**ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)**

Dave Loden Construction  
Firm

Graig E. Szelmi  
By: Signature

President  
Title

6/13/17  
Date Received

**ADDENDUM NO. 1**

for the

**CPU ROOF REPLACEMENTS  
PROJECT NO. 17-042**

for the

City of Casper, Wyoming

ADDENDUM DATE: June 13, 2017

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

**PRE-BID CONFERENCE**

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The pre-bid conference was held on June 13, 2017 at 1:00 p.m. in the City Hall PSD Conference Room. See attached for the sign-in sheet and for the meeting agenda and notes. The following items were discussed:

1. Introductions of the owner's representatives were made.
  - a. City of Casper Project Manager is Terry Cottenoir.
  - b. Public Utilities Division Manager is Bruce Martin.
  - c. Waste Water Treatment Plant Manager is Megan Lockwood.
  - d. Water Treatment Plant Operations Manager is Brian Schroeder.
  - e. Sanitary Sewer/Stormwater Manager is Krista Johnston.
2. Overview of Bid Procedures, Award Information, and Start of Construction
  - a. Bid Opening is June 20, 2017 at 2:00 p.m. in City Hall 1<sup>st</sup> Floor Lobby.
  - b. Award Date is July 18, 2017.
3. The intent of the project consists of the following items:
  - a. Removal and replacement of the existing roofing systems at the Water Treatment Plant, North Platte Lift Station, and the Collections Garage at the Wastewater Treatment Plant.
4. Meeting was adjourned for questions and site visit.

## SECTION I: BIDDING DOCUMENTS AND FORMS

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REPLACE:

- EXHIBIT "A" STANDARD BID FORM with EXHIBIT "A" STANDARD BID FORM attached dated June 13, 2017.

## SECTION II: CONTRACT DOCUMENTS AND FORMS

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REPLACE:

- STANDARD AGREEMENT BETWEEN OWNER AND CONTRACTOR, ARTICLE 3. CONTRACT TIME., SECTION 3.1 with

"The Work will be substantially completed by **October 13, 2017** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **October 20, 2017.**"

## SECTION IV: TECHNICAL SPECIFICATIONS

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REPLACE:

- SECTION 01010, SUMMARY OF WORK, Section B. Project Summary, Number 3. with:

"Collections Garage, Wastewater Treatment Plant, 2400 Bryan-Evansville Road - Remove **ballast, mechanically attach a new CSPE or PVC membrane roof system over ½" HD cover board over existing roof, and replace ballast. Provide a new metal T-bar along the top edge of the new roofing system to match the existing roofing system.** Provide manufacturers standard 15 year 90 mph warranty."

REPLACE:

- SECTION 01650, MEASUREMENT AND PAYMENT PROCEDURES, Section 1.03 BID ITEM DESCRIPTIONS, BID ITEMS, C. ITEM 3 with:

**C. "ITEM 3: Collections Garage Membrane Roofing System**

This line item includes all costs for **removing and replacing** the existing roofing system at 2400 Bryan-Evansville Road with new mechanically attached Chlorosulfonated Polyethylene (CSPE) or Polyvinyl Chloride (PVC) membrane roof system, or approved equal, over ½" High Density (HD) cover board. Included are all costs for **removal of ballast and existing roofing system**, metal flashing and coping for roof mounted units and structures, vents, pipes, exhaust fans, parapet walls, chimneys, skylights and enclosures, scupper drains, roof drains, roof structures; clad metal drip edge fascia, downspouts, etc., **and replacement of ballast upon installation of the new roofing system. Contractor shall replace the metal T-bar along the top edge of the new roofing system to match existing roofing system.**

Removal of items on roof indicated on drawings is also included. All installations shall adhere to manufacturer's specifications and the City of Casper Standards and Specifications (See Technical Specifications). Contractor shall provide manufacturer's 15 year 90 mph warranty. Payment shall be by the contract unit price per Lump Sum (LS)."

REPLACE:

- SECTION 07520, ELASTOMERIC MEMBRANE ROOFING, PART 2 – PRODUCTS, Section 2.01 MANUFACTURERS, PART B. PVC MEMBRANE MATERIALS: with:

- “1. Duro-Last Roofing, Inc., Duro-Tuff 50 mil PVC: [www.duro-last.com](http://www.duro-last.com)
2. Carlisle SynTec, Carlisle Sure-Flex 50-mil PVC Roofing System: [www.carlislesyntec.com](http://www.carlislesyntec.com)
3. **Sika Sarnafil, Sikaplan 60-mil Thermoplastic PVC Roof Membrane: [usa.sarnafil.sika.com](http://usa.sarnafil.sika.com)**
4. **Or approved equal.”**

SECTION V: DRAWINGS AND DIAGRAMS

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REPLACE:

- PLAN SHEET 5 of 5 with PLAN SHEET 5 of 5 attached dated June 13, 2017.

ATTACHMENTS

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- PRE-BID CONFERENCE SIGN-IN SHEET
- PRE-BID CONFERENCE AGENDA AND NOTES
- EXHIBIT “A” STANDARD BID FORM dated June 13, 2017.
- PLAN SHEET 5 of 5 dated June 13, 2017.

End of Addendum No. 1

## PRE-BID CONFERENCE

### **CPU Roof Replacements, Project No. 17-042 June 13, 2017 - 1:00 p.m.**

1. Introduction
  - a. Terry Cottenoir – Engineering Technician
  - b. Bruce Martin – Public Utilities Manager
  - c. Megan Lockwood – Wastewater Treatment Plant Manager
  - d. Krista Johnston – Sanitary Sewer/Stormwater Manager
  - e. Brian Schroeder – Water Treatment Plant Operations Manager
2. General discussion of the project
  - a. Project consists of removal and replacement of the existing roofing systems at the Water Treatment Plant, North Platte Lift Station, and the Collections Garage at the Wastewater Treatment Plant.
3. City of Casper will be doing the inspection and construction over site.
4. Contractor to supply his employees and subs with temporary facilities as needed.
5. Bid Procedures (see Standard Instructions to Bidders, IB-1 to IB-9)
  - a. Bid Date: **June 20, 2017** until **2:00 PM**, then read aloud.
  - b. Completed Standard Bid Bond (BB-1 to BB-2)
    - i. Bid Security in amount of 5% of total maximum bid on City of Casper forms. Bid bonds must be signed by a Wyoming Resident Agent.
  - c. Completed Standard Bid Form (BF-1 to BF-4)
  - d. Completed Bid Schedule (BS-1)
  - e. Wyoming Residency Certificate (if applicable)
    - i. Residency Preference: Wyoming Residents will receive preference on the project (5%).
  - f. All Addendums, signed and dated
  - g. How to submit: In a sealed envelope with the statement “**BID ENCLOSED, CPU Roof Replacements, Project No. 17-042**”. If mailed, the bid envelope described above shall be inside a second envelope.
6. Award and Start of Construction (see Standard Instructions to Bidders, IB-1 to IB-9)
  - a. All Bids not modified or withdrawn shall remain effective for 30 days after the day of the bid opening.
  - b. Award Date: **July 18, 2017**
  - c. Notice of Award to be mailed to Successful Bidder. Award Items to be submitted to Owner **within 30 days of Award Date (August 17, 2017)**:
    - i. Signed and dated Notice of Award (see NOA - 1 to 2)

- ii. Fully executed Agreement ( see SFA-1 to SFA-6)
  - iii. Performance and Payment Bonds (see SLMPB, SPB)
  - iv. Fully executed Standard Joint Account Agreement (see SJAA-1 to SJAA-4)  
**OR** letter declining SJAA.
  - v. Certificate of Liability Insurance
  - vi. Certification of Worker’s Compensation Coverage
  - vii. Official Notice of Unemployment Insurance Coverage
  - viii. Completed W-9 form, unless you have had a contract with the City of Casper in the last 12 months.
  - ix. Completed City of Casper Merchant and Supplier Set-Up Form, unless you have had a contract with the City of Casper in the last 12 months.
- d. Notice to Proceed: Once all of the above Award Items are received, a Notice to Proceed (see NTP-1) will be issued. Contractor shall sign, date and return the Notice to Proceed to Owner to indicate acknowledgement to proceed with construction.
- e. Preconstruction Meeting: Contractor shall schedule a preconstruction conference to be held within twenty (20) days of the Notice of Award. Contractor’s assigned supervisory personnel and subcontractors shall attend this conference. Contractor shall provide a work schedule at or prior to this meeting for review by all parties. A corrected schedule shall be provided within seven (7) days following the meeting.
7. Contract Time
- a. Substantially Completed by Sept. 29, 2017.
  - b. Ready for Final Payment by Oct. 6, 2017.
8. Funding Agencies
- a. City of Casper.
9. Payment Procedures
- a. Progress Payments need to be turned in to me by the 25<sup>th</sup> of each month;
10. Compliance with Federal Labor Standards and safety of job site
- a. Contractor is responsible for the safety of his crew and his sub’s crews
11. Liquidated Damages
- a. Liquidated damages will be included in the contract, details can be found in the Standard Form of Agreement between Owner and Contractor, Article 3, Section 2.

**Clarifications:**

An alternate PVC membrane roofing system from Sika Sarnafil has been approved as an equal. The “Sika Sarnafil Sikaplan 60 mil Thermoplastic Polyvinyl-Chloride PVC Roof Membrane” will be included in an Addendum to the Contract and Bidding Documents.



**Questions:**

Has the North Platte Lift Station been tested for asbestos?

No, it has not been tested. Asbestos is not expected to be encountered on this project.

Can the complete dates be extended?

Substantial Completion and Final Completion dates will be extended two weeks. This will be addressed in an Addendum to the Contract and Bidding Documents.

Where will new metal flashing or parapet cap be required?

New drip edge fascia will be required for the exterior edge of the Water Treatment Plant. All other existing metal may be re-used at the Water Treatment Plant. A new metal t-bar will be required along the top edge of the new roofing system at the Waste Water Treatment Plant.



EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)  
**REVISED: June 13, 2017**

PROJECT IDENTIFICATION: City of Casper  
**CPU Roof Replacements**  
**Project No. 17-042**

THIS BID SUBMITTED TO: City of Casper  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **October 13, 2017** and completed and ready for final payment not later than **October 20, 2017** in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:
- TOTAL BASE BID, IN NUMERALS: \$ \_\_\_\_\_
- TOTAL BASE BID, IN WORDS: \_\_\_\_\_ DOLLARS.
6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Exhibit "B" - Itemized Bid Schedule.
  - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:
- Address of Bidder: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
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 \_\_\_\_\_, 2017.

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

IF BIDDER IS:

AN INDIVIDUAL

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

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

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

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

A PARTNERSHIP

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

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

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

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: \_\_\_\_\_ (seal)  
(Corporation's or Limited Liability Company's Name)

\_\_\_\_\_  
(State of Incorporation or Organization)

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

(Title)

(Seal)

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

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

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

A JOINT VENTURE

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

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

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

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

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



**ADDENDUM NO. 2**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

**CPU ROOF REPLACEMENTS  
PROJECT NO. 17-042**

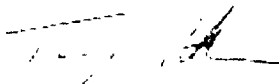
by

**CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601**

**ADDENDUM DATE: June 14, 2017**

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

**APPROVED: (CITY OF CASPER)**



**Terry Cottenoir, Engineering Tech II**

**ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)**

Dave Kodan Construction  
Firm

Gruik & Seiden  
By: Signature

President  
Title

6/14/17  
Date Received



**ADDENDUM NO. 2**

for the

**CPU ROOF REPLACEMENTS  
PROJECT NO. 17-042**

for the

City of Casper, Wyoming

ADDENDUM DATE: June 14, 2017

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

**SECTION I: BIDDING DOCUMENTS AND FORMS**

---

REPLACE:

- EXHIBIT "A" STANDARD BID FORM dated June 13, 2017 with EXHIBIT "A" STANDARD BID FORM attached dated June 14, 2017.

**SECTION II: CONTRACT DOCUMENTS AND FORMS**

---

REPLACE:

- STANDARD AGREEMENT BETWEEN OWNER AND CONTRACTOR, ARTICLE 3. CONTRACT TIME., SECTION 3.1 with

"The Work will be substantially completed by **October 27, 2017** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **November 3, 2017.**"

**SECTION IV: TECHNICAL SPECIFICATIONS**

---

REPLACE:

- SECTION 01010, SUMMARY OF WORK, Section B. Project Summary, Number 3. with:

"Collections Garage, Wastewater Treatment Plant, 2400 Bryan-Evansville Road -

Remove ballast and existing roofing, loose lay a new CSPE or PVC membrane roof system over ½” HD cover board, and replace ballast. Provide a new metal T-bar perimeter fastening along the top edge of the new roofing system to match the existing roofing system. Provide manufacturers standard 15 year 90 mph warranty.”

REPLACE:

- SECTION 01650, MEASUREMENT AND PAYMENT PROCEDURES, Section 1.03 BID ITEM DESCRIPTIONS, BID ITEMS, C. ITEM 3 with:

C. “ITEM 3: Collections Garage Membrane Roofing System

This line item includes all costs for removing and replacing the existing roofing system at 2400 Bryan-Evansville Road with new **loose layed** Chlorosulfonated Polyethylene (CSPE) or Polyvinyl Chloride (PVC) membrane roof system, or approved equal, over ½” High Density (HD) cover board. Included are all costs for removal of ballast and existing roofing system, metal flashing and coping for roof mounted units and structures, vents, pipes, exhaust fans, parapet walls, chimneys, skylights and enclosures, scupper drains, roof drains, roof structures; clad metal drip edge fascia, downspouts, etc., and replacement of ballast upon installation of the new roofing system. Contractor shall replace the metal T-bar **perimeter fastening** along the top edge of the new roofing system to match existing roofing system. Removal of items on roof indicated on drawings is also included. **Contractor shall provide all fastening and divorce layers as required by the manufacturer to meet the warranty standards.** All installations shall adhere to manufacturer’s specifications and the City of Casper Standards and Specifications (See Technical Specifications). Contractor shall provide manufacturer’s 15 year 90 mph warranty. Payment shall be by the contract unit price per Lump Sum (LS).”

SECTION V: DRAWINGS AND DIAGRAMS

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REPLACE:

- PLAN SHEET 5 of 5 dated June 13, 2017 with PLAN SHEET 5 of 5 attached dated June 14, 2017.

ATTACHMENTS

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- EXHIBIT “A” STANDARD BID FORM dated June 14, 2017.
- PLAN SHEET 5 of 5 dated June 14, 2017.

End of ADDENDUM NO. 2



**CITY OF CASPER ENGINEERING**  
**200 NORTH DAVID STREET**  
**CASPER, WYOMING 82601**

**PROJECT NO. 17-042**

DESIGNED BY: J.C.      DATE: 05/15/2017      APPROVED BY: J.C.      DATE: 05/15/2017

**REVISIONS / NOTES**  
**REVISED: JUNE 14, 2017**

- ① REMOVE THE BALLAST AND EXISTING ROOFING SYSTEM. INSTALL NEW LOOSE LAYED CSP OR PVC MEMBRANE ROOFING SYSTEM AND REPLACE BALLAST. PROVIDE NEW METAL T-BAR WEATHER FASTENING ALONG TOP EDGE OF THE NEW ROOFING SYSTEM TO MATCH THE LOCATION OF THE EXISTING ROOFING SYSTEM. PROVIDE ALL FASTENING AND DETAIL LAYERS REQUIRED BY MANUFACTURER TO MEET WARRANTY STANDARDS.

**2017 CPU ROOF REPLACEMENTS**

**COLLECTIONS GARAGE ROOFING**  
**2400 BRYAN-EVANVILLE ROAD**  
**CASPER, WYOMING 82601**

RESOLUTION NO.17-148

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

WHEREAS, the City of Casper desires to remove and replace the existing roofing systems at the Water Treatment Plant, North Platte Lift Station, and the Collections Garage at the Wastewater Treatment Plant; and,

WHEREAS, Dave Loden Construction, Inc., is able and willing to provide those services specified as CPU Roof Replacements, Project No. 17-042; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Six Thousand Dollars (\$6,000.00) 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 Dave Loden Construction, Inc., for those services, in the amount of Fifty-Six Thousand Eight Hundred Eighty-Five Dollars (\$56,885.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Fifty-Six Thousand Eight Hundred Eighty-Five Dollars (\$56,885.00), and Six Thousand Dollars (\$6,000.00) for a construction contingency account, for a total project amount of Sixty-Two Thousand Eight Hundred Eighty-Five Dollars (\$62,885.00).

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 Six Thousand Dollars (\$6,000.00) 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:  
(CPU Roof Replacements, Project No. 17-042)

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

June 22, 2017

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing Letter of Support for the Town of Evansville Metro Road Extension Project

**Meeting Type & Date:**

Regular Council Meeting

July 18, 2017

**Action Type:**

Resolution

**Recommendation:**

That Council, by resolution, authorize the Mayor to sign a letter of support for the Town of Evansville Metro Road Extension Project.

**Summary:**

The Town of Evansville currently only has three means of ingress and egress into their community. Their proximity to each other can cause all three points of access to be blocked at the same time by a train on the Burlington Northern Sante Fe (BNSF) mainline. Numerous studies conducted by the Town of Evansville has identified this blockage not only as an inconvenience, but also a growing safety concern from an emergency response standpoint.

The Town of Evansville has determined that the best option for an additional access into the town is from Metro Road in the City of Casper. As a portion of the roadway extension would cross land owned by the City of Casper, the Town of Evansville is asking that the City provide them with a letter of support for this project. After sufficient studies have been completed and an exact route selected, the Town of Evansville will prepare a plat for the roadway to be formally dedicated as public right-of-way.

This request was discussed at the City of Casper June 27<sup>th</sup> Council work session where council gave verbal support for the project.

**Financial Considerations:**

None. Council will ultimately be dedicating City of Casper property as public right-of-way. The Town of Evansville will be responsible for all costs associated with constructing the roadway.

**Oversight/Project Responsibility:**

Andrew Beamer, Public Services Director

**Attachments:**

Resolution

Letter of Support



OFFICE OF THE MAYOR

# CITY OF CASPER

200 NORTH DAVID STREET  
CASPER, WYOMING 82601-1815  
PHONE (307) 235-8224  
FAX: (307) 235-8313  
[www.cityofcasperwy.com](http://www.cityofcasperwy.com)

July 19, 2017

Honorable Mayor Hinds  
The Town of Evansville  
P.O. Drawer 158  
Evansville, Wyoming 82636-0158

Dear Mayor Hinds:

Casper City Council has considered the Town of Evansville's request for an additional point of access into the Town of Evansville. Given the significant safety concerns from an emergency response standpoint should a train block the existing means of ingress and egress into Evansville, Council is supportive of granting right-of-way for the extension of Metro Road within the Casper City limits.

At the time of final design, Evansville will be required to provide a plat for City of Casper approval and signature defining the allocated right-of-way. The cost for the extension of Metro Road to the City limits will be the responsibility of the Town of Evansville and must be constructed to City of Casper standards.

The City of Casper looks forward to working with you on this roadway extension.

Sincerely,

Kenyne Humphrey  
Mayor

RESOLUTION NO. 17-149

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

WHEREAS, the Town of Evansville currently only has three means of ingress and egress, all of which may be blocked at times by a train on the Burlington Northern Santa Fe (BNSF) mainline; and,

WHEREAS, the Town of Evansville is requesting the City of Casper to grant right-of-way to the Town of Evansville for the purpose of constructing a road from Metro Road to the VA Cemetery Bridge; and,

WHEREAS, the City of Casper supports granting right-of-way for the purpose of constructing a public roadway across City of Casper property as an additional access to the Town of Evansville.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to sign a letter of support for the Town of Evansville Metro Road Extension Project.

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



June 23, 2017

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

**FROM:** Andrew Beamer, P.E., Public Services Director *AB*  
Terry Cottenoir, Engineering Technician

**SUBJECT:** Authorizing an Application for a Transportation Alternatives Program Grant to the Wyoming Department of Transportation in the Amount of \$387,723.47, for the Rotary Park Pathway – Phase III.

**Meeting Type & Date**

Regular Council Meeting  
July 18, 2017

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize the submission of a Transportation Alternatives Program (TAP) grant application to the Wyoming Department of Transportation (WYDOT), in the amount of \$387,723.47, to fund the construction of Phase III of the Rotary Park Pathway.

**Summary**

The Platte River Trails Trust (PRTT) is seeking to expand the City's trail network by building a trail from Casper College to Rotary Park. The trail would ultimately be 4.3 miles long, and plans call for the trail to be built in three phases. The City of Casper, in partnership with the PRTT, is preparing a WYDOT TAP grant application to complete Phase III of the pathway. The TAP program is a source of federal funding that provides monies to state and local governments for transportation projects. The program emphasizes projects that support walkability and pedestrian safety. TAP grants require a 20% local match.

Phase I and Phase II of the project are currently in different stages of completion. Phase I began in 2015 when Natrona County, in partnership with the City and PRTT, received a \$375,000 TAP grant for the project. Phase I was designed by WLC Engineering, and will extend southward from College Drive along the west side of Casper Mountain Road to Wyoming Boulevard. Construction of Phase I will begin in the summer of 2017.

Phase II began in 2016 when the City, in partnership with the PRTT, received a \$375,000 TAP grant for the project. WLC was selected to provide design and construction administration services for Phase II of the project, which will extend southward from Wyoming Boulevard along the west side of Casper Mountain Road to Garden Creek Road. Construction of Phase II is expected to begin in the spring of 2018.

Phase III will begin at the intersection of Casper Mountain Rd. and Garden Creek Rd. and will travel west on the north side of Garden Creek Road to Rotary Park Road. At Rotary Park Road

the trail will cross the road with an at-grade crossing and travel south on the east side of Rotary Park Road and terminate at the entrance to Rotary Park.

**Financial Considerations**

The total budget for Phase III is \$484,654.36. \$387,723.47 is expected to come from the TAP grant. The City will be supplying its match in the amount of \$96,930.89 from the budgeted Optional One Cent #15 Sales Tax funds allocated to the Platte River Trails Trust projects.

**Oversight/Project Responsibility**

Terry Cottenoir, Engineering Technician, Public Services Department.

**Attachments**

Resolution

TAP Grant Application



**PLATTE RIVER TRAILS TRUST**

**EXECUTIVE DIRECTOR**  
Angela Emery

June 23, 2017

**BOARD OF DIRECTORS**

Bruce English, *President*

Clarke Turner, *Vice President*

Chris Smith, *Treasurer*

Pam Mills, *Secretary*

Heidi Walker, *Past President*

Art Boatright

Kendall Bryce

Lacy Crowder

Eric Easton

David Hough

Miguel Leotta

Vance Oracion

Bart Rea

Joni Sides

Debra Sweberg

Keith Tyler

Nancy Witzeling

Todd Wykert

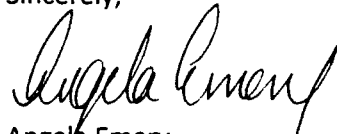
Ms. Mariah Johnson  
Local Programs Coordinator  
5300 Bishop Boulevard  
Cheyenne, Wyoming 82009

Dear Ms. Johnson;

The City of Casper and the Platte River Trails Trust are pleased to submit the attached application for Transportation Alternative Program (TAP) Funding for fiscal year 2018. With Phase I and II of this project funded and ready for construction, Casper residents are eager to see this project to connect downtown Casper with Casper Mountain completed. Cyclists and runners use this route daily and we believe that tourists who visit our community will use this pathway as well. Creating a safe and separate trail in this important location will expand our community's non-motorized transportation network and vastly improve public safety.

The City of Casper and the Platte River Trails appreciates the great support we have received from the WYDOT TAP grant fund. The necessary City of Casper Resolution will be forwarded separately on Wednesday, July 19, 2017.

Sincerely,

  
Angela Emery  
Executive Director

**EX OFFICIO MEMBERS**

Matt Hahn  
*Wyoming Game and Fish*

Dan Coryell  
*City of Casper*

Jeff Goetz  
*Wyoming Dept of Transportation*

Donna Hoffman  
*UW Agricultural Extension*

Jolene Martinez  
*City of Casper*

Pete Meyers  
*City of Casper*

Matt Buhler  
*Natrona County*



# Application for Transportation Alternatives Program (TAP) Funding

Fiscal Year 2018 (October 1, 2017 - September 30, 2018)

Completed application must be submitted to [wydot.lgc@wyo.gov](mailto:wydot.lgc@wyo.gov) by 5:00 pm MDT, Monday, July 17, 2017

Additionally, a paper copy of the completed application must be sent to:

WYDOT LGC 5300 Bishop Boulevard, Cheyenne, WY 82009

**IMPORTANT: Use the Tab key to navigate from blank space to blank space.**

**Application Date:**      6/26/2017

### **Sponsor Information:**

Name of Project Sponsor:      City of Casper

The Fiscal Agent of the Project is the:

Project Sponsor     Joint Sponsor     Other: \_\_\_\_\_

Sponsor's DUNs:      152720140

Project Name:      Casper Mountain Rd. - Rotary Park - Phase III

Requested TAP Funding (will auto-calculate):      \$387,723.47

### **Sponsor Type:**

- Local Government;     Transit agency;     Regional Transportation Authority;
- Tribal government;     School district, local education agency or school;
- Natural Resource or public land agency;
- Any other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the state determines to be eligible, consistent with the goals of subsection (c) of Section 213 of Title 23.

### **Project Sponsor:**

Project Administrator Name (for day-to-day business):      Andrew Beamer

Phone:      307-235-8341

Email:      abeamer@casperwy.gov

*(This person will act as the liaison between the Sponsor and the Local Government Coordination Office to ensure compliance with all program requirements.)*

Name of Individual with Signatory Authority:      Keyne Humphrey

Title:      Mayor

Mailing Address:      200 North David Street

City: Casper State: WY Zip: 82601

Physical Address: 200 North David St.

City: Casper State: WY Zip: 82601

Committed Local Match (will auto-calculate): \$96,930.89

Source of Local Match (ex. 6<sup>th</sup> penny, General Fund, etc.): 82601

L.P.A. Certification:  Yes  No Date: 12/31/2020

Name of L.P.A. Certified Individual: Andrew Beamer/Terry Cottenoir

Project Delivery Systems Questionnaire:  Yes  No Date: 2/5/2017

Consultant Services Policy:  Yes  No Date: 4/13/2014

**Sponsor's Risk Assessment:**

Have there been any key personnel changes in the direct implementation and administration of grant awards during the previous year? (Key personnel include the project administrator, accounting, budget or controller personnel) (2 CFR 200.331(a)(6)(3))

Yes  No

Has the organization as a whole (Re: Personnel) remained unchanged during the previous year?

Yes  No

Has the accounting/financial system remained the same as last year?

Yes  No

If No, explain: \_\_\_\_\_

Does your entity receive federal grant money **directly** from any federal awarding agencies? (FTA, FHWA, NHTSA, etc. These monies do not have any WYDOT involvement for applications, payments, etc.) (2 CFR 200.331(a)(6)(4)).

Yes  No

Has a federal agency monitored, inquired or been directly involved in outstanding award(s)?

Yes  No

Has a federal agency ever performed a review or audit of outstanding award(s)?

Yes  No

If Yes, did the federal agency determine that there were no financial or compliance issues?  Yes  No

If No, provide a description of the financial and/or compliance issues as detailed by the federal agency. A mistake relating to an MPO grant was discovered by the City and has since been corrected.

Does your entity have written procedures for procurement transactions? (2 CFR 200.313-318) [1]  
 Yes       No

Does the Sponsor anticipate requesting reimbursement through the project for Indirect Costs?  
 Yes       No

*(Indirect (F&A) costs means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect (F&A) costs. Indirect (F&A) cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.) (2 CFR 200.56)*

Does the Sponsor have an Approved Indirect Cost rate with WYDOT?  
 Yes       No       N/A

If No, does the Sponsor propose using the de minimis rate of 10%?  
 Yes       No       N/A

**Joint Sponsor (if applicable):**

Name of Joint Sponsor: Platte River Trails Trust

Phone: 307-577-1206

Email: platteriver@wyoming.com

Joint Sponsor's DUNs: 837670181

Contact Person: Angela Emery      Title: Executive Director

Mailing Address: P.O. Box 1228

City: Casper      State: WY      Zip: 82602

Physical Address: 1775 W. 1<sup>st</sup> St.

City: Casper      State: WY      Zip: 82602

Committed Local Match from Joint Sponsor: \_\_\_\_\_

Source of Local Match (ex. 6<sup>th</sup> penny, General Fund etc.): 5<sup>th</sup> penny tax

LPA Certification:       Yes       No      Date: 12/31/2017

Project Delivery Systems Questionnaire:       Yes       No      Date: \_\_\_\_\_

Consultant Services Policy:       Yes       No      Date: \_\_\_\_\_

**Project Type** (Additional information can be found on the TAP Clearinghouse website):

Check the box(es) which best describe(s) the proposed project:

- Safe Routes for Non-Drivers:** Access and accommodation for children, older adults, and individuals with disabilities.
- Pedestrian & Bicycle Facilities:** Sidewalks, walkways or curb ramps; bike lane striping, wide paved shoulders, bike parking and bus racks; traffic calming; off-road trails: bike and pedestrian bridges and underpasses; ADA compliance.
- Conversion of Abandoned Railway Corridors to Trails:** Acquisition of railroad rights-of-way; planning, design and construction of multi-use trails and rail-with-trail projects.

**If any of the preceding three project types are selected, indicate which facilities are proposed in this application:**

- Sidewalk                       Multi-use Pathway                       Single Track
- Other –Specify type: \_\_\_\_\_

**What is the proposed width of the project? (5' minimum)** \_\_\_\_\_

**Indicate the proposed material type for the project:**

- Asphalt                       Concrete                       Dirt                       Crushed Rock
- Other –Specify type: \_\_\_\_\_

- Scenic Turnouts and Overlooks:** Construction of scenic turnouts, overlooks, and viewing areas.
- Outdoor Advertising Management:** Billboard inventories and removal of illegal and nonconforming billboards. Inventory control may include, but not be limited to, data collection, acquisition and maintenance of digital aerial photography, video logging, scanning and imaging of data, developing and maintaining an inventory and control database, and hiring of outside legal counsel.
- Historic Preservation & Rehab of Historic Transportation Facilities:** Preservation of buildings and facades in historic districts; restoration of historic buildings for transportation-related purposes; access improvements to historic sites. Restoration of railroad depots, bus stations and lighthouses; rehabilitation of rail trestles, tunnels, bridges and canals.
- Vegetation Management:** Improvement of roadway safety; prevention of invasive species; providing erosion control.
- Archaeological Activities:** projects related to impacts from implementation of highway construction projects.
- Stormwater Mitigation:** Pollution prevention and abatement activities to address stormwater management; water pollution prevention related to highway construction or due to highway runoff.
- Wildlife Management:** Reduction of vehicle-caused wildlife mortality; restoration and maintenance of connectivity among terrestrial or aquatic habitats.

### **Project Description:**

Provide a detailed project description addressing each of the following items:

- Proposed road(s)/location(s) affected by improvements (ex. Pine Street from First Avenue to Fifth Avenue);
- Details of proposed improvements (sidewalks, turn-outs, retaining walls, bike lanes, etc.).

This project is the third phase of a three phase project to connect downtown Casper with Rotary Park at the base of Casper Mountain. Phase I of the Casper Mountain Rd. to Rotary Park pathway will be completed by October of 2017 and Phase II is slated for construction in the summer of 2018. Phase III will begin where Phase II terminates at the intersection of Casper Mountain Rd. and Garden Creek Rd. and will travel west on the north side of Garden Creek Road to Rotary Park Road. At Rotary Park Road the trail will cross the road with an at-grade crossing and travel south on the east side of Rotary Park Road and terminate at the entrance to Rotary Park. The pathway will be a multi-use 10 - 12 ft. asphalt trail. Every attempt will be made to create a curvilinear alignment, as ROW allows, to encourage lower speeds and increase safety. The project will also include 2 wayfaring signs at turnout/resting spaces.



**Public Involvement/ Planning and Design Considerations:**

Is there a planning document in which this project is included?  Yes  No

If Yes, what is the name and date of the document? Platte River Trails One Cent #15 Grant Application

If Yes, what groups were/are involved in the planning? Platte River Trails, City of Casper, User Groups, Public

Are there community concerns regarding this project?  Yes  No

If Yes, what are the concerns? \_\_\_\_\_

Does the project have multi-modal elements?  Yes  No

If Yes, describe: Yes, the trail will be used by cyclists, walkers, runners and biathlon athletes

Does the project conform to all local ordinances, rules and regulations?  Yes  No

Are any variance approvals required?  Yes  No

What design standards have been, or are planned to be incorporated in the project design?

AASHTO  PROWAG  WYOMING PUBLIC WORKS

WYDOT  LOCAL  OTHER – (Specify): \_\_\_\_\_

**Project Right-of-Way:**

Does the Sponsor currently own the property on which the improvements will be constructed?  Yes  No

If Yes, can the Sponsor provide a certification of Right-of-Way and Utility clearance for the affected land at this time?  Yes  No

If No, what is the current ownership status of the required Right-of-Way for the project?

Natrona County

If Right-of-Way is yet to be acquired, what is the anticipated cost for acquisition?

We believe \$0

If Right-of-Way is yet to be acquired, when is the estimated date of acquisition?

During the project design phase.

Will any required Real Property and/or Right-of-Way be purchased with TAP funds?  Yes  No

*If the title of the property held by the public is in doubt, a title search would be advisable. Donated land may be incorporated into the project to be eligible for match, but pre-approval by WYDOT's LGC Office is required. If the donated land is not part of the project scope included in this application, it will not be considered for use as match. Donation value must be supported by an appraisal from a certified appraiser.*

*Private property may be allowed under regulation and policies of the program. Extra care is required in the development of the project agreement to ensure that there is a public access to the affected property.*

**Environmental Considerations:**

The Sponsor will be required to abide by all requirements of the National Environmental Policy Act. How will these efforts be funded?

The local cash match can be used to fund the National Environmental Policy Act requirements.

Does this proposed project have any unusual environmental features associated with it?

Yes       No

If Yes, describe: \_\_\_\_\_

Are there any registered historic structures or sites involved with the project?

Yes       No

If Yes, describe: \_\_\_\_\_

Are there any live watercourses or bodies of water being encountered?

Yes       No

If Yes, describe: \_\_\_\_\_

*Information regarding the National Environmental Policy Act and how it affects project sponsors through WYDOT's Transportation Alternatives Program can be found [here](#).*

**Project Maintenance:**

Who will perform perpetual maintenance on the project? (If the responsible party for maintenance is not the Sponsor, attach a copy of the maintenance agreement.)

City of Casper

Who will be responsible for funding the maintenance?

City of Casper

**Project Administration (Preliminary and/or Construction Engineering):**

- The Federal Highway Administration through 23 Code of Federal Regulations 635.105 requires the Project Sponsor designate a “Responsible Charge” to administer the project. This person must be a full time employee of the project sponsor. Use of a consultant does not relieve the project sponsor of this requirement.
- If a consultant will be used as the Professional Engineer, Brooks Act (40 USC 1102(2)) must be followed; a template policy and guidance may be found here:
- If the Sponsor will seek reimbursement from WYDOT for these services through this project, a copy of the Project Sponsor’s Consultant Services Policy must be submitted to WYDOT’s Local Government Coordination Office.

How will the project design and contract bidding documents be produced?

- Sponsor Employed Engineer (Must be a full time employee of the Sponsor.)
- Consulting Engineer (to be selected after notification of TAP award and a Notice to Proceed, as a result of a qualifications based selection.)
- Reimbursement for these activities will not be sought by the Sponsor.

Who will review the project design and contract bid documents for the Sponsor?

- Sponsor Employed Engineer (Must be a full time employee of the Sponsor.)
- Consulting Engineer (to be selected after notification of TAP award and a Notice to Proceed, as a result of a qualifications based selection.)
- Reimbursement for these activities will not be sought by the Sponsor.

Who will perform the construction management?

- Sponsor Employed Engineer (Must be a full time employee of the Sponsor.)
- Consulting Engineer (to be selected after notification of TAP award and a Notice to Proceed, as a result of a qualifications based selection.)
- Reimbursement for these activities will not be sought by the Sponsor.

**ANY COST INCURRED PRIOR TO ISSUANCE OF A NOTICE TO PROCEED FROM THE WYDOT LGC OFFICE WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.**

**Project Budget:**

Include preliminary cost estimates for the project to be used in the selection process.

<b>Budget Item</b>	<b>TAP (80%)</b>	<b>Local Cash Match (20%)</b>	<b>Total (100%)</b>
<b>Preliminary Engineering</b> (Enter \$20k or 15% of the Construction cost, whichever is greater)	\$25,848.24	\$6,462.06	\$32,310.30
<b>Right-of-Way</b>			\$0.00
<b>Utility Adjustments</b>			\$0.00
<b>Administration/Legal</b>			\$0.00
<b>Construction Engineering</b> (Enter 10% of the Construction cost.)	\$38,772.45	\$9,693.09	\$48,465.54
<b>Construction</b>	\$293,729.98	\$73,432.49	\$367,162.47
<b>Contingency</b>	\$29,372.80	\$7,343.25	\$36,716.05
<b>Other _____</b>			\$0.00
<b>Total</b>	<b>\$387,723.47</b>	<b>\$96,930.89</b>	<b>\$484,654.36</b>

**Project Funding:**

Federal TAP funds requested (80% of project costs): \$387,723.47

Local Cash Match (or other match) (20%): \$96,930.89

Amount of proposed over-match funding (i.e. - Land, In-Kind): \_\_\_\_\_

*A detailed description of what the proposed over-match will be must be attached to the application. Donated land must have an appraisal; Prior to including In-Kind services in the application, consult the LGC Office.*

**Total Project Cost:** \$484,654.36

**Notes:**

- **In order for this application to be considered for funding, the applicant must submit one (1) complete PDF application via email to [widot.lgc@wyo.gov](mailto:widot.lgc@wyo.gov). Applications must include all supporting documentation (detailed below). All documents must be emailed by 5:00 pm MDT, Friday, July 15, 2016.**
- If approved for funding, Sponsor agrees to have appropriate staff attend a project specific training with their assigned LGC contact (at Sponsor's location). *This training is a requirement in addition to the LPA Certification.*
  - Sponsor agrees to arrange for training with the assigned LGC Contact upon notice of project award.
- A qualified Sponsor must be a public, tax supported entity. Sponsor must provide proof of their eligibility along with this application. Verification of eligibility is obtained through the System for Award Management ([sam.gov](http://sam.gov)).
  - Sponsor attached proof of good standing through [sam.gov](http://sam.gov) to this application.
- The Sponsor must undertake appropriate action prior to submittal of a project application and must include evidence of such action with the application (i.e. – Resolution).
  - Sponsor attached a Resolution or other applicable document to this application.
- Sponsor has included a completed Title VI and EEO Coordinator Form.
  - Sponsor attached the completed form to the application.
- A clear location map, along with identifiable boundaries of the general area must be included in the application.
  - Sponsor attached a project location map in a standard 8.5" x 11" letter size format to the application.
- Certification of Right-of-Way (select one)
  - Sponsor attached the completed form to the application.
  - or**
  - Acquisition of Right-of-Way is necessary if the project is awarded.
- Joint Sponsors must have a cooperative agreement in place between the two Sponsoring parties prior to submittal of an application.
  - A copy of the agreement between the Sponsor and Joint Sponsor is attached to this application.
  - or**
  - This application does not have a Joint Sponsor.
- If the project application is approved by the Transportation Commission of Wyoming, the Project Sponsor agrees to enter into a project agreement with WYDOT for funding and project responsibilities. The Joint Sponsor will not be a party to the agreement.

City of Casper  
Project Sponsor

\_\_\_\_\_  
Signature of Authorized Official

Mayor

Title

Keyne Humphrey  
Authorized Official Name

# Wyoming Department of Transportation

Office of Local Government Coordination  
5300 Bishop Boulevard  
Cheyenne, Wyoming

**wydot.lgc@wyo.gov**

**Mariah Johnson – Local Programs Coordinator  
307.777.4862**

**Vanessa Romero – Local Programs Specialist  
307.777.4862**

**Kacey Brown – Local Programs Specialist  
307.777.3938**





Application for TAP Program Attachments

Fiscal Year 2018 (October 2017 – September 2018)

**PLATTE RIVER TRAILS TRUST**

**EXECUTIVE DIRECTOR**  
Angela Emery

**BOARD OF DIRECTORS**  
Bruce English, *President*  
Clarke Turner, *Vice President*  
Chris Smlth, *Treasurer*  
Pam Mills, *Secretary*  
Heidi Walker, *Past President*  
Art Boatright  
Kendall Bryce  
Lacy Crowder  
Eric Easton  
David Hough  
Miguel Leotta  
Vance Oracion  
Bart Rea  
Joni Sides  
Debra Sweberg  
Keith Tyler  
Nancy Witzeling  
Todd Wykert

**EX OFFICIO MEMBERS**

Matt Hahn  
*Wyoming Game and Fish*  
Dan Coryell  
*City of Casper*  
Jeff Goetz  
*Wyoming Dept of Transportation*  
Donna Hoffman  
*UW Agricultural Extension*  
Jolene Martinez  
*City of Casper*  
Pete Meyers  
*City of Casper*  
Matt Buhler  
*Natrona County*

1. Verification of Eligibility
2. Resolution to be acted upon at the July 18, 2018 City of Casper Council Meeting
3. Attached to Email– Title VI and EEO Coordinator Form
4. Location Map
5. Cooperative Agreement Between City of Casper and Platte River Trails
6. City of Casper - Letter of Support
7. Letter of Support – Central Wyoming Trails Alliance
8. Letter of Support Mountain Sports
9. Letter of Support Casper Area Convention & Visitors Bureau

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CASPER, CITY OF

200 NORTH DAVID ST STE 107

CASPER, WY, 82601-1815

UNITED STATES

DUNS: 152720140 CAGE Code: 4ART4

Status: Active

Expiration Date: 04/25/2018

Purpose of Registration: Federal Assistance Awards Only

## Entity Overview

### Entity Registration Summary

**Name:** CASPER, CITY OF  
**Business Type:** US Local Government  
**Last Updated By:** Conie Arnold  
**Registration Status:** Active  
**Activation Date:** 04/25/2017  
**Expiration Date:** 04/25/2018

### Exclusion Summary

**Active Exclusion Records?** No



IBM VLP-64 20170330-1550

WWW5

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RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, the City of Casper desires to construct a pathway that will extend from Casper College southward to Rotary Park; and,

WHEREAS, the Platte River Trails Trust has identified the Rotary Park Pathway to be one of its priority projects for the expansion of the City's trail network; and,

WHEREAS, the TAP program is a federally funded program that is intended to fund projects that will enhance transportation safety, especially for walkability enhancements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to authorize submission of a grant application to the Wyoming Department of Transportation for a Transportation Alternatives Program grant in the amount of Three Hundred Eighty-Four Thousand Six Hundred Fifty-Four Dollars (\$384,654.00).

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

APPROVED AS TO FORM:

\_\_\_\_\_  
ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

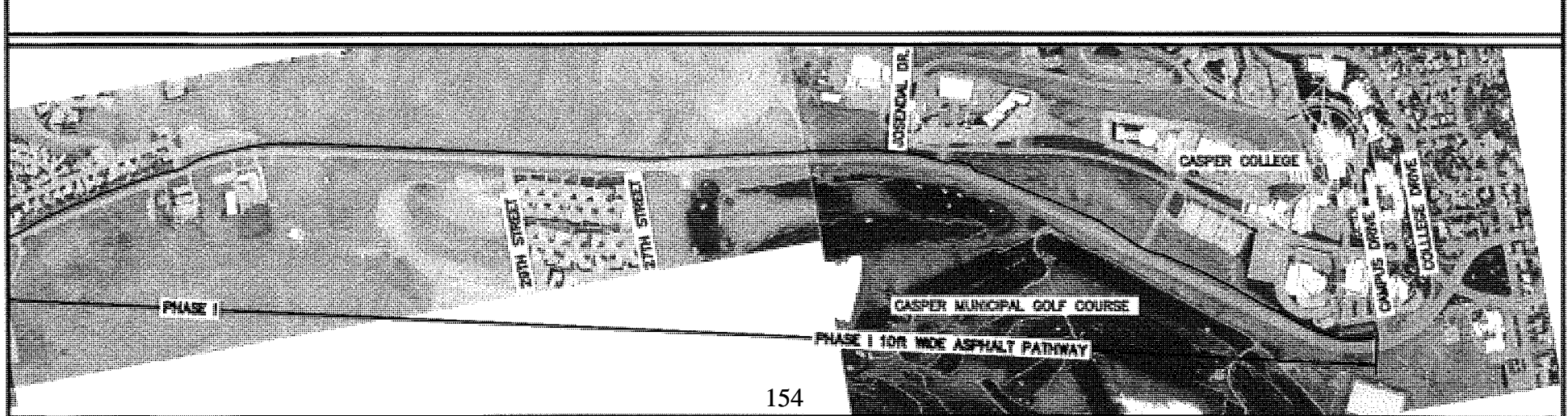
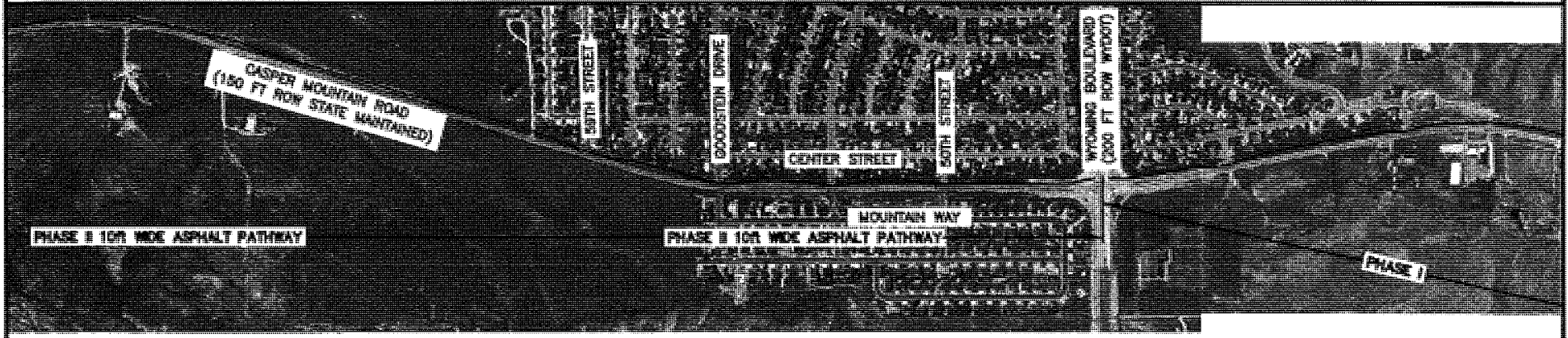
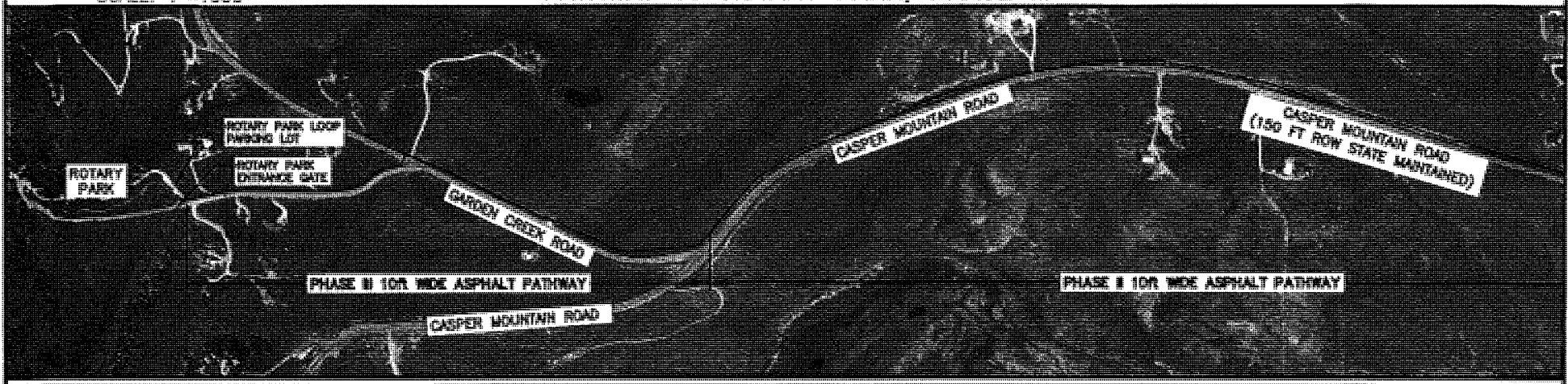
\_\_\_\_\_  
Tracey L. Belser  
City Clerk

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

EXHIBIT 1

PATHWAY TO ROTARY PARK, PHASE III

SCALE: 1"=1000'



FUNDING AGREEMENT  
(PLATTE RIVER TRAILS TRUST)

PART I - AGREEMENT

THIS AGREEMENT, entered into as of this 2nd day of April, 2015, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 North David Street, Casper, Wyoming (hereinafter referred to as "City"), and the Platte River Trails Trust, P O Box 1228, Casper, Wyoming 82601 (hereinafter referred to as "Contractor")

WITNESSETH

WHEREAS, the voters of Natrona County approved the Optional 1%#15 Sales Tax in November, 2014, and, a recommendation of the Casper City Council was funding for Contractor to be used for Future Trails Plans, and,

WHEREAS, the City will budget Optional 1%#15 Sales Tax funds for a portion of said project.

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

1 SCOPE OF SERVICES

Contractor shall utilize Optional 1%#15 Sales Tax funds provided by City solely for funding the following:

- Trail related projects

2 TIME OF PERFORMANCE

Contractor shall complete the terms of this agreement no later than June 30, 2019

3 COMPENSATION

A. In consideration of the performance of services rendered under this Agreement, Contractor shall be compensated in the amount of Seven Hundred Sixty-Seven Thousand Five Hundred Forty-Four Dollars (\$767,544), from Optional 1%#15 Sales Tax Funds.

B The compensation will be scheduled over the course of Fiscal Years 2016, 2017, 2018, and 2019 in the amount of Two Hundred Fifty-Five Thousand, Three Hundred Forty-Five Dollars (\$255,345) in year 2016 and One Hundred Seventy Thousand, Seven Hundred Thirty-Three Dollars (\$170,733) per year thereafter, plus any remaining balance from the previous year(s)

4 METHOD OF PAYMENT

Payment to the Contractor will be made by the City following receipt of an invoice by the City which identifies the appropriate expenditures incurred by the Contractor for Future Trails Plans.

Contractor agrees to promptly pay as they come due all claims, debts, and charges which it may incur as a result of the scope of services herein contained and shall hold and save City harmless from any such claims and debts.

5 FINANCIAL REPORTS

Contractor shall keep and maintain proper records reflecting all revenues and expenditures for each year funding is received.

6 ACCESS TO RECORDS

Contractor agrees to give City general access to all agency records in connection with this agreement.

7 TERMS AND CONDITIONS

This agreement is subject to and incorporates the provisions attached hereto as Part II - General Terms and Conditions.

8 EXTENT OF AGREEMENT

This agreement represents the entire agreement by and between the parties, and supersedes all previous negotiations, representations, and agreements, whether written or oral. This agreement may be amended only by written instrument executed by both City and Contractor

IN WITNESS WHEREOF, City and Contractor have executed this agreement as of the date first above written.

APPROVED AS TO FORM.

Funding Agreement – Platte River Trails Trust

A handwritten signature in black ink, appearing to be a stylized name, is written over a horizontal line.

ATTEST

*V H McDonald*

V H. McDonald  
City Clerk



CITY OF CASPER, WYOMING  
A Municipal Corporation

*Charlie Powell*

Charlie Powell  
Mayor

ATTEST

*Heidi Walker*

Heidi Walker  
Board Chair

PLATTE RIVER TRAILS TRUST

*Angela Emery*

Angela Emery  
Executive Director

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1 TERMINATION OF CONTRACT

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

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

2 CHANGES

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

3 ASSIGNABILITY

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

4 AUDIT

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

5 EQUAL EMPLOYMENT OPPORTUNITY.

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

6 OWNER OF PROJECT MATERIALS

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

7 FINDINGS CONFIDENTIAL

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

8 GOVERNING LAW

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

9 PERSONNEL

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision,

and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10 SUBCONTRACTOR.

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

11 INSURANCE AND INDEMNIFICATION

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

		<u>LIMITS</u>
A.	Workers' Compensation	Statutory
B.	Comprehensive General Liability	\$500,000 combined single unit

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Contractor shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Contractor's obligations hereunder.

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Contractor.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is



altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Contractor shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Contractor shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12 INTENT

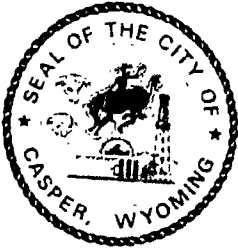
Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties,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

13 WYOMING GOVERNMENTAL CLAIMS ACT

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

14 NO THIRD PARTY BENEFICIARY RIGHTS

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



City of Casper  
 Public Services Department  
 Casper, Wyoming  
 82601



June 23, 2017

Angela Emery, Executive Director  
 Platte River Trails Trust  
 1775 West 1<sup>st</sup> Street  
 P.O. Box 1228  
 Casper, Wyoming 82602

RE: Rotary Park Pathway – Phase III

Dear Ms. Emery:

The City of Casper continues to be a supporter of the Rotary Park Pathway project and is happy to sponsor Phase III of this project. This phase of the project will commence where Phase II terminates at the intersection of Casper Mountain Road and Garden Creek Road, and will travel west on the north side of Garden Creek Road to Rotary Park Road. At Rotary Park Road the trail will cross the road with an at-grade crossing and travel south on the east side of Rotary Park Road and terminate at the entrance to Rotary Park.

The trail will be a multi-use, 10-12 ft. separated asphalt pathway, which will include 2 to 3 turnouts/resting points along the route. As the trail travels south up the mountain, every attempt will be made to create a curvilinear alignment, as right-of-way allows, to encourage lower speeds and increase safety. The project will also include 2 wayfaring signs. This is Phase III of a three phased project to construct a safe and separate non-motorized connection between downtown Casper and Casper Mountain.

The City of Casper has allocated \$96,930.89 in optional One Cent #15 sales tax funds to the Platte River Trails Trust to use as matching funds for a Transportation Alternative Program (TAP) application to the Wyoming Department of Transportation (WYDOT). As sponsor, the City of Casper is willing to provide ongoing maintenance for this section of the trail.

This trail will be a remarkable benefit for the residents of Casper and Natrona County and we look forward to its completion.

Sincerely,

Andrew Beamer, P.E.  
 Public Services Director

July 14, 2016

Ms. Sara Janes-Ellis  
WYDOT Office of Local Government  
5300 Bishop Blvd.  
Cheyenne, WY 82009-3340

Dear Ms. Ellis;

The Central Wyoming Trails Alliance is very supportive of the Phase II Casper College to Rotary Park project. A safe and separate trail to connect downtown Casper, Casper College and the neighborhoods along Casper Mountain Road to Rotary Park would be a wonderful addition to our community's non-motorized trail system. **DETAILS ABOUT HOW THE TRAIL WILL BE BENEFICIAL TO THE CENTRAL WYOMING TRAILS ALLIANCE.**

Sincerely,

Central Wyoming Trails Alliance



543 SOUTH CENTER / CASPER / WYOMING / 82601 / 307-266-1136 / FAX 307-268-8463

July 8, 2016

Angela Emery, Executive Director  
Platte River Trails  
P.O. Box 1228  
Casper, WY 82602

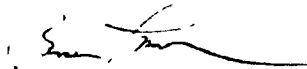
Dear Angela,

I am writing to express my support for the proposed trail from Casper College to Rotary Park south of town. I have been in the outdoor recreation business in Casper since 1973 and I have witnessed an ever growing interest for more quality non-motorized trails throughout the region. This particular route will serve as a great connector between the urban center and the scenic & wild Rotary Park/Bridle Trail area.

Furthermore, as a longtime resident of Casper Mountain who drives this route daily, I see the non-motorized use of this route increasing every year. Many hikers & cyclists love the challenge of climbing up the mountain. Currently, they are forced to use the roadway with its narrow, inadequate shoulders & heavy vehicular traffic. A dedicated trail is vital to giving these recreational users an alternative for safer passage to Rotary Park.

Thank you for pursuing this much needed project.

Sincerely,



Bruce Lamberson, Owner  
Mountain Sports



Ms. Sara Janes-Ellis  
WYDOT Office of Local Government  
5300 Bishop Blvd.  
Cheyenne, WY 82009-3340

Dear Ms. Janes-Ellis,

The Casper Area Convention & Visitors Bureau has reviewed the proposed Phase II of a III phased project to construct a safe and separate non-motorized connection between Casper College and Rotary Park Trail. I am writing to let you know our organization fully supports the efforts of the Platte River Trails Trust to secure the necessary funding from a WYDOT TAP grant to complete this project.

There are many ways that trails and greenways affect our local economy: tourism, events, urban redevelopment, community improvement, property value, health care savings, jobs and general consumer spending. Trail systems also build attractive communities and offer safer routes for cyclists, pedestrians and children. This section of the trail in particular will offer locals and our guests an alternative for safer passage to and from Rotary Park.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Brook Kreder". The signature is fluid and cursive, written over a white background.

Brook Kreder, CEO  
Casper Area Convention & Visitors Bureau  
139 W. 2<sup>nd</sup> Street, Casper, WY 82601  
307-234-5362  
[brook@VisitCasper.com](mailto:brook@VisitCasper.com)

RESOLUTION NO. 17-150

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

WHEREAS, the City of Casper desires to construct a pathway that will extend from Casper College southward to Rotary Park; and,

WHEREAS, the Platte River Trails Trust has identified the Rotary Park Pathway to be one of its priority projects for the expansion of the City’s trail network; and,

WHEREAS, the TAP program is a federally funded program that is intended to fund projects that will enhance transportation safety, especially for walkability enhancements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute an “Application for Transportation Alternatives Program (TAP) Funding” in the amount of Three Hundred Eighty-Seven Thousand Seven Hundred Twenty-Three Dollars and 47/100 (\$387,723.47) for Fiscal Year 2018 (October 1, 2017 – September 30, 2018).

BE IT FURTHER RESOLVED: That the City Engineer or his designee is hereby authorized to submit the TAP grant to the Wyoming Department of Transportation for processing.

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 10, 2017

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Right-Of-Way Easement with Qwest Corporation for the David Street Station Project

Recommendation:

That Council, by resolution, authorize a right-of-way easement with Qwest Corporation for the relocation of a communication line for the David Street Station project.

Summary:

The David Street Station Project requires the vacation of an existing alley that is currently used to convey overhead power and communication lines. In order to vacate the alley and relocate the existing overhead communication lines underground, Qwest Corporation requires the City of Casper, as the owner of the site, to grant an easement. The easement allows Qwest Corporation to construct and maintain their improvements.

The Easement and resolution are prepared for Council's consideration along with the Downtown Development Authority's supporting resolution.

After recording please return to:

CenturyLink

Attn: Murk Mansell

222 W. 5<sup>th</sup> St.

Pueblo, CO 81003

---

**RECORDING INFORMATION ABOVE**

**EASEMENT**

**Corporate Easement**

The undersigned ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to Qwest Corporation, a Colorado corporation d/b/a CenturyLink QC, its successors, assigns, lessees, licensees, agents and affiliates ("Grantee"), having an address of 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Services, a perpetual, non-exclusive easement ("Easement") to construct, operate, maintain, repair, expand, replace and remove Grantee's buried communication facilities (including gas and electrical service if required to operate such facilities) and other appurtenant equipment and structures as Grantee may require from time to time (collectively, the "Facilities"), under and across the following property located in the County of NATRONA, State of WYOMING, which Grantor owns ("Easement Tract"):

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT B** ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS EASEMENT

Grantor further grants and conveys to Grantee the following incidental rights:

- (1) A temporary right of way adjacent to the Easement Tract to be used during all periods of construction, reconstruction, upgrade, reinforcement, repair and removal of the Facilities upon a strip of land ten feet wide measured from the exterior boundaries of the Easement Tract; and
- (2) The right of ingress and egress over and across Grantor's lands to and from the Easement Tract; and
- (3) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract.

Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this easement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract and will not alter the surface or subsurface of the Easement Tract or the ground immediately adjacent to the Easement Tract by grading or otherwise excavating, without Grantee's written consent.



Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims. Grantee will have no responsibility for environmental contamination which is pre-existing or not caused by Grantee.

The rights, conditions and provisions of this Easement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

**Corporate Easement**

Approved as to form:

Walter Smith

City Attorney

Attest \_\_\_\_\_

City Clerk

**GRANTOR: CITY OF CASPER, WYOMING**

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

Name: Kenyne Humphrey

Title: Mayor

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Kenyne Humphrey, as Mayor of the City of Casper, Wyoming.,

a Municipal corporation.

My commission expires: \_\_\_\_\_

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

Exchange CASPER County NATRONA  
¼ Section NW Section 9 Township 33N Range 79W, 6th P.M.

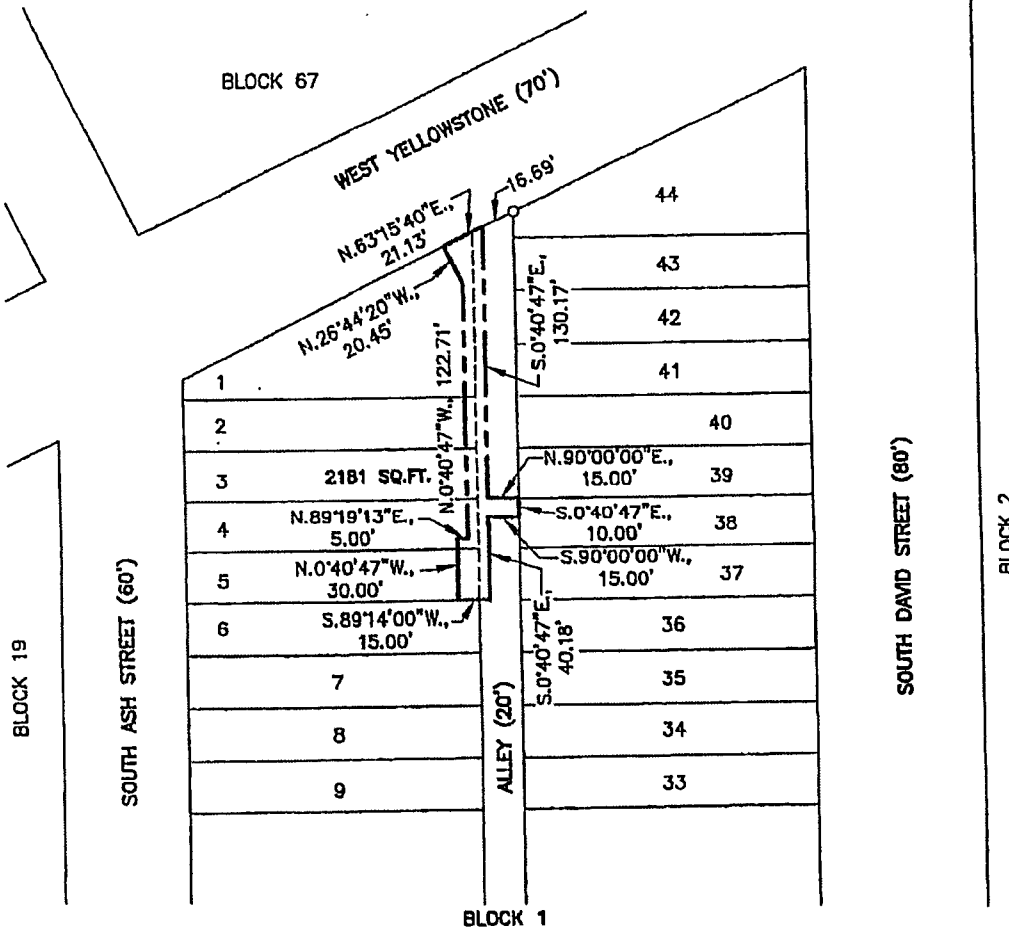
WLC ENGINEERING, SURVEYING AND PLANNING  
200 PRONGHORN STREET, CASPER, WYOMING 82601  
FOR

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

PROPERTY LOCATION PLAT

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

EXHIBIT A

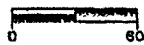


BASIS OF BEARING  
STATE PLANE COORDINATES-NAD83/86  
WYOMING EAST CENTRAL ZONE  
GRID DISTANCES-US SURVEY FOOT

LEGEND

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

Date: 5/19/16  
W.O. No. 18958  
Drawn By: SJG  
Acad File: DDA BOUNDARY



SCALE 1"=60'





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

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

CHEYENNE RAWLINS  
DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

PAGE 5 OF 5

RESOLUTION NO. 17-151

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

WHEREAS, the David Street Station Project requires the vacation of an existing alley that is currently used to convey overhead power and communication lines; and,

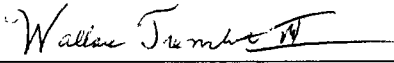
WHEREAS, in order to vacate the alley and relocate the existing overhead communication lines underground, Qwest Corporation requires the City of Casper, as the owner of the site, to grant an easement; and,

WHEREAS, the easement will allow Qwest Corporation to relocate, construct and maintain its improvements.

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 *EASEMENT* from the City of Casper to Qwest Corporation.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

July 6, 2017

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

**FROM:** Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*  
Pete Meyers, Assistant Support Services Director  
Brad Menzel, Building and Structures Supervisor

**SUBJECT:** Authorize a Professional Services Agreement with KONE Elevator Inc, in the Amount of \$95,752.19, for Maintenance of Elevators at City of Casper Facilities

**Meeting Type & Date:**

Regular Council Meeting  
July 18, 2017

**Action Type:**

Resolution

**Recommendation:**

That Council, by resolution, authorize a professional services agreement with KONE Elevator Inc. in the amount of \$95,752.19 for continuing maintenance of elevators at City of Casper facilities.

**Summary:**

KONE has had a professional services agreement with the City of Casper since 2004. KONE is the only firm with a local office for the response time that is required in the event of a trapped patron on an elevator. City staff proposes to continue services with KONE Elevator Inc. to provide maintenance and inspections on seven city owned elevators located at City Hall, City Center, Life Steps Campus, the Parking Structure, and the Casper Events Center.

KONE Elevator Inc. will systematically examine, adjust, and lubricate the equipment located at the above mentioned locations. All work will be performed by trained and licensed technicians that have met the national standards of the National Elevator Industry Educational Program. The agreement covers regular inspection and maintenance of the various elevator systems, including the control system, power unit, hydraulic system accessories, car equipment, electrical wiring, hoist way and pit equipment, rails and guides, door equipment, signals and accessories, and lubricants. Pressure relief and yearly tests will be completed as required by the A.M.S.E. A-17.1 code. Inspectors will perform scheduled work once per quarter and provide their inspection records to the City of Casper.

**Financial Considerations:**

Funding for this contract was budgeted in FY18 and will be allocated from the following: City Campus Fund, Casper Events Center Fund, Casper Housing Authority, and the Parking Lots Fund.

**Oversight/Project Responsibility:**

Brad Menzel, Buildings and Structures Supervisor

**Attachments:**

Resolution

Professional services agreement

# ELEVATOR MAINTENANCE AGREEMENT

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 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. KONE Inc., 3 Inverness Drive East, Englewood, Colorado, 80112 (“Contractor”).

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

### RECITALS

A. The City is in possession of multiple elevators.

B. The City requires professional services for the regular servicing and maintenance of its elevators.

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

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

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

1. SCOPE OF SERVICES:

a. The Contractor shall provide services as detailed in this Scope of Services for the following elevators:

Location	Number of Elevators
Lifesteps Campus	1
City Hall	1
Casper Events Center	2
City Center Building	1
Casper Parking Garage	2
<b>Total</b>	<b>7</b>



b. Contractor will systematically examine, maintain, adjust, and lubricate the equipment. In addition, unless specifically excluded elsewhere, Contractor will repair or replace the following if the repair or replacement is, in Contractor's professional judgment, necessitated by normal wear and tear. All work will be performed by trained and licensed technicians that have met the national standards of the National Elevator Industry Educational Program.

i. **MICROPROCESSOR HYDRAULIC ELEVATOR SYSTEM COMPONENTS**

1. **CONTROL SYSTEM** Controller cabinet, machine room connection board, LCE CPU board, safety relay assembly, hydraulic level shifter board, power supply, transformers, contractor panels, bypass switches, relays, fuses, motor starts and accessories.
  2. Contractor's technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.
- ii. **POWER UNIT** Enclosure, pump, motor, power transmission elements between the pump and motor, valves, strainers, mufflers, gaskets, and all other accessories.
  - iii. **HYDRAULIC SYSTEM ACCESSORIES** Exposed piping, fittings, jack packing, and accessories, such as vibration dampeners and silencers between the pumping unit and the jack unit. Hydraulic fluid, heating or cooling elements, insulation and accessories installed by the elevator equipment manufacturer for controlling oil temperature.
  - iv. **CAR EQUIPMENT** Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly and floor controllers.
  - v. **ELECTRICAL** Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.
  - vi. **HOISTWAY AND PIT EQUIPMENT** Landing and slowdown switches, limits, and car buffers.
  - vii. **RAILS AND GUIDES** Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.
  - viii. **DOOR EQUIPMENT** Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.

- ix. **SIGNALS AND ACCESSORIES** Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.
  - 1. Re-lamping of signal fixtures is included only during Contractor's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.
- x. **HOUSEKEEPING** City and Contractor have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.
- xi. **LUBRICANTS** Contractor will use lubricants compounded under OEM's specifications or equal.
- c. **HOURS OF SERVICE:** All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.
  - i. **KONE SERVICE CENTER:** The KONE Service Center is available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician if necessary. In the unlikely event of an entrapment, a highest priority response will be given. If an elevator unit is equipped with remote monitoring capabilities, Contractor reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of the equipment.
  - ii. **EVENTS CENTER:** Elevators at the Casper Events Center shall have 24 hour call out coverage.
- d. **SERVICE REQUESTS (CALLBACKS):**
  - a. This Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.
  - b. If City should require, at any time, service requests (unless included above) to be made on overtime, City will be charged only for the difference between Contractor's regular hourly billing rate and Contractor's regular overtime billing rate applicable for each overtime hour worked. All work outside the scope of this Agreement is to be performed by the Contractor at an agreed upon rate.
  - c. Service requests are defined as minor adjustments, corrections, or emergency entrapments that require immediate attention and are not caused by reasons beyond Contractor's control. Service requests do not

include work that requires more than one technician or more than two hours to complete.

2. **TESTS:** Contractor will perform the following tests on the equipment:
  - a. **HYDRAULIC ELEVATOR** A pressure relief test and a yearly leakage test as required by the A.S.M.E. A-17.1 code.
  - b. **INSPECTIONS** Inspections shall be performed for each elevator at least once per quarter. Inspections shall be conducted in a manner that is consistent with A.S.M.E. a17.2 and A.S.M.E. 17.3.
  - c. **RECORDS** Contractor shall provide access to its online portal for the City to review records of work performed by the Contractor. Records shall include all work performed by the Contractor on the elevators listed within this agreement. Records shall include inspections, testing performed, testing results, scheduled maintenance performed, preventative maintenance performed, emergency repairs, emergency callouts, and work performed by the Contractor on these elevators but which is not in the Scope of Services section of this agreement. Records not available through the online portal shall be provided to the City upon request.
3. **EXCLUSIONS:** Contractor assumes no responsibility for the following items or services, which are excluded from the Agreement:
  - a. **HYDRAULIC ELEVATOR** Refinishing, repairing, replacement or cleaning of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, hydraulic cylinder, unexposed piping, pit pumps, emergency power generators, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping, including any consequential damages.
  - b. **GENERAL**
    - i. Contractor will maintain the equipment performance and its components to the operating condition at the effective date of this agreement.
    - ii. Contractor shall not be required to perform and keep record of firefighter's service testing, unless specifically included elsewhere in this agreement.
    - iii. Contractor shall not be obligated to make changes or adjustments required by new or retroactive code changes.

- iv. Contractor will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, prior water exposure rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts or tampering with the elevator equipment by unauthorized personnel.
- v. Contractor shall not be obligated to make repairs or renewals for damage or deteriorations caused by UV rays.
- vi. Contractor shall not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear.
- vii. Obsolete items are excluded from this agreement. Obsolete items and the labor to replace them will be at the City's expense. Obsolete items (including, but not limited to, assemblies, parts, component or systems) are defined as follows: An item for which the original design is no longer regularly manufactured by the OEM or the original item has been replaced with an item of different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. Contractor will not be required to furnish reconditioned or used parts.

2. TIME OF PERFORMANCE:

The services of the Contractor shall begin on July 19, 2017, and shall continue until July 18, 2022.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum payment of Ninety Five Thousand Seven Hundred Fifty-Two Dollars and Nineteen Cents (\$95,752.19).

Location	Number of Elevators	Monthly Pricing in Year 1 7/19/17 through 7/18/18	Monthly Pricing in Year 2 7/19/18 through 7/18/19	Monthly Pricing in Year 3 7/19/19 through 7/18/20	Monthly Pricing in Year 4 7/19/20 through 7/18/21	Monthly Pricing in Year 5 7/19/21 through 7/18/22
Lifesteps Campus	1	\$198.40	\$205.34	\$212.53	\$219.97	\$227.67
City Hall	1	\$198.40	\$205.34	\$212.53	\$219.97	\$227.67
Casper Events Center	2	\$496.00	\$513.36	\$531.33	\$549.92	\$569.17
City Center Building	1	\$198.40	\$205.34	\$212.53	\$219.97	\$227.67
Casper Parking Garage	2	\$396.80	\$410.69	\$425.06	\$439.94	\$455.34
<b>Monthly Total</b>	<b>7</b>	<b>\$1,488.00</b>	<b>\$1,540.08</b>	<b>\$1,593.98</b>	<b>\$1,649.77</b>	<b>\$1,707.51</b>
<b>Annualized Pricing:</b>		<b>\$17,856.00</b>	<b>\$18,480.96</b>	<b>\$19,127.79</b>	<b>\$19,797.27</b>	<b>\$20,490.17</b>
<b>Five Year Total:</b>		<b>\$95,752.19</b>				

City may, at its option, remove elevator units listed in this agreement from the list of serviced elevators. City shall notify Contractor of elevator removal in writing. Upon removal, Contractor shall accordingly adjust its bill to account for the reduction in covered elevators.

Upon mutual agreement, Parties may add additional elevators to this contract. Services will be provided for additional elevators at a rate that is consistent with the monthly rates charged for the listed elevators. Both Parties shall acknowledge the agreement to add additional elevators in writing prior to the commencement of billable services.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract. Contractor shall submit invoices twice annually unless and until a different payment schedule is agreed to by the Parties. Any agreement regarding a new payment schedule must be acknowledged in writing by both Parties prior to the commencement of the new payment schedule.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Wallie Trombly

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR  
KONE, Inc.

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

By: Ky

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

Printed Name: Khanh Josephson

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

Title: Asst. Secretary

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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



9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

In lieu of any additional insured requirement, Contractor will provide an Owners and Contractors Protective Liability Policy, which shall cover the City, its officers, elected and appointed officials, employees, agents and volunteers as Named Insureds. This policy will remain in effect for the duration of this Agreement. Limit to be \$500,000.

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications. Contractor will provide a certificate of insurance evidencing the required coverage, and provide the City with a full copy of the OCPL policy purchased on the City's behalf.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 17-152

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

WHEREAS, the City of Casper owns buildings that are equipped with elevators for the benefit of the public and its employees; and,

WHEREAS, elevators require professional inspections and maintenance; and

WHEREAS, KONE, Inc., has indicated that it is ready, willing, and able to provide professional elevator maintenance and inspections for the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services contract in the amount of Ninety Five Thousand Seven Hundred Fifty-Two Dollars and Nineteen Cents (\$95,752.19).

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 10, 2017

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Agreement with CW Corner, LLC, and East Elkhorn Ranch, LLC, for Country Club Road improvement costs.

**Meeting Type & Date:**

Regular Council Meeting  
July 18, 2017

**Action Type:**

Resolution

**Recommendation:**

That Council, by separate resolutions, authorize the Mayor to sign an agreement with CW Corner, LLC, and with East Elkhorn Ranch, LLC, to allocate CW Corner, LLC's, and East Elkhorn Ranch, LLC's, proportionate share of the Country Club Road improvement costs.

**Summary:**

The City of Casper completed the reconstruction of Country Club Road between Wyoming Boulevard and Ardon Lane in 2015. The cost of the project, including construction, engineering, and future signal installation at Country Club Road and Wyoming Boulevard, was \$1,684,600. The City of Casper has subdivision agreements in place to recapture a portion of these costs as development occurs north of Country Club. No provisions exist to recapture these costs as development occurs elsewhere.

CW Corner, LLC, and East Elkhorn Ranch, LLC, have agreed to pay \$207,923 and \$15,994, respectively, as their proportionate share of the Country Club improvements. CW Corner, LLC, will make payment in accordance with the terms of a subdivision agreement entered into at the time of platting of the property. East Elkhorn Ranch, LLC, will make payment upon completion of the widening of an access approach off Country Club Road. This approach is being widened as part of the East Casper Zone 3 Water System Improvements Project.

**Financial Considerations:**

Payment of \$15,994 from East Elkhorn Ranch, LLC, to the City of Casper upon widening of an approach off Country Club Road. Payment of \$207,923 from CW Corner, LLC, to the City of Casper in accordance with the terms of a subdivision agreement entered into at time of platting of the property.

**Oversight/Project Responsibility:**

Andrew Beamer, Public Services Director

**Attachments:**

2 Resolutions

Agreement with CW Corner, LLC

Agreement with East Elkhorn Ranch, LLC

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Casper ("City") and CW Corner, LLC, a Wyoming limited liability company ("CW").

WHEREAS, the City has completed certain improvements to Country Club Road; and

WHEREAS, CW owns undeveloped property adjacent to Country Club Road as more specifically described on Exhibit "A" attached hereto;

NOW THEREFORE, the parties agree as follows:

1. At such time as CW proceeds with the platting and development of its property adjacent to Country Club Road as described on Exhibit "A", CW agrees to contribute its proportionate share of the costs of said Country Club Road improvements.

2. The parties agree that CW's proportionate share for the Country Club Road improvements, together with any costs for the installation of signals at Country Club Road and Wyoming Blvd., shall be \$207,923.00, and shall be paid in accordance with the terms of the subdivision agreement entered into with the City at the time of platting the property. If the CW property has not been platted within ten (10) years of the date of this agreement, then CW will thereafter, starting on January 1, 2028, pay said amount together with interest at the rate of 3% accruing from January 1, 2027, in ten equal annual payments.

3. 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.

4. The terms and conditions of this Agreement shall be binding upon the 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. CW 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.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

6. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof.



7. This Agreement may not be amended or modified in any respect except by a writing executed by the parties hereto. Any failure by any party to comply with any of its obligations, agreements, covenants or indemnities contained in this Agreement may be waived in writing, but not in any other manner, by each party against which enforcement of the waiver is sought.

8. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

9. In the event any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provisions of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands the date and year first above written.

APPROVED AS TO FORM

Walker Trust

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CW CORNER, LLC

By: Cary E. Brus

Keith P. Tyler  
Keith P. Tyler  
Manager

Printed Name: CARY E. BRUS

Title: MANAGER



## EXHIBIT A

### CW CORNER, LLC PROPERTY

A parcel of land located in and being portions of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 13 and the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 14, Township 33 North, Range 79 West of the 6<sup>th</sup> P.M., Natrona County, Wyoming, being described as follows:

Commencing at a found brass cap marking the Section corner common to Sections 13, 14, 23 and 24, Township 33 North, Range 79 West, being the point of beginning; thence S.8838'14"W., along the south line of the parcel of land being described herein and the south line of said Section 14, 538.27 feet to a found brass cap at the southwest corner of this parcel of land, said point being located on the southeast right-of-way line of Wyoming Boulevard; thence N. 5024'33"E., along the northwest line of this parcel of land and along said southwest right-of-way line, 26.59 feet to a found Wyoming Highway Department right-of-way monument at an angle point; thence N. 5022'20"E., continuing along the northwest line of this parcel of land and along said southwest right-of-way line, 699.91 feet to a found Wyoming Highway Department right-of-way monument at an angle point; thence N.5023'10"E., continuing along the northwest line of this parcel of land and along said southwest right-of-way line, 719.79 feet to a found aluminum cap at the most northerly corner of this parcel of land, said point being located on the southwest right-of-way line of Country Club Road; thence S.3937'42"E., along the northeast line of this parcel of land and said southwest right-of-way line, 295.39 feet to a found brass cap at an angle point in said right-of-way line; thence S.3937'42"E., continuing along the northeast line of this parcel of land and said southwest right-of-way line, 628.49 feet to a found brass cap at an angle point in said right-of-way line; thence S.7854'20"E., continuing along the northeast line of this parcel of land and said southwest right-of-way line, 134.60 feet to a found brass cap at the northeast corner of this parcel of land, said point being located on the East line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 13; thence S.0039'27"E., along the east line of this parcel of land and the east line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 13, 110.70 feet to a found brass cap at the southeast corner of this parcel of land, said point being the W1/16 corner common to said Section 13 and Section 24; thence S.8909'05"W., along the south line of this parcel of land and the south line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 13, 1333.14 feet to the point of beginning.

RESOLUTION NO. 17-153

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

WHEREAS, the City of Casper completed the reconstruction of Country Club Road between Wyoming Boulevard and Ardon Lane in 2015; and,

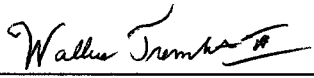
WHEREAS, provisions were not in place to recapture these costs from many of the adjacent properties; and,

WHEREAS, CW Corner, LLC, has agreed to pay their proportionate share of the Country Club Road Improvement Costs as specified in their respective agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to sign an agreement with CW Corner, LLC, for their proportionate share of the Country Club Road Improvement Costs.

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 10, 2017

MEMO TO: J. Carter Napier, City Manager   
FROM Andrew B. Beamer, P.E., Public Services Director   
SUBJECT: Agreement with CW Corner, LLC, and East Elkhorn Ranch, LLC, for Country Club Road improvement costs.

**Meeting Type & Date:**

Regular Council Meeting  
July 18, 2017

**Action Type:**

Resolution

**Recommendation:**

That Council, by separate resolutions, authorize the Mayor to sign an agreement with CW Corner, LLC, and with East Elkhorn Ranch, LLC, to allocate CW Corner, LLC's, and East Elkhorn Ranch, LLC's, proportionate share of the Country Club Road improvement costs.

**Summary:**

The City of Casper completed the reconstruction of Country Club Road between Wyoming Boulevard and Ardon Lane in 2015. The cost of the project, including construction, engineering, and future signal installation at Country Club Road and Wyoming Boulevard, was \$1,684,600. The City of Casper has subdivision agreements in place to recapture a portion of these costs as development occurs north of Country Club. No provisions exist to recapture these costs as development occurs elsewhere.

CW Corner, LLC, and East Elkhorn Ranch, LLC, have agreed to pay \$207,923 and \$15,994, respectively, as their proportionate share of the Country Club improvements. CW Corner, LLC, will make payment in accordance with the terms of a subdivision agreement entered into at the time of platting of the property. East Elkhorn Ranch, LLC, will make payment upon completion of the widening of an access approach off Country Club Road. This approach is being widened as part of the East Casper Zone 3 Water System Improvements Project.

**Financial Considerations:**

Payment of \$15,994 from East Elkhorn Ranch, LLC, to the City of Casper upon widening of an approach off Country Club Road. Payment of \$207,923 from CW Corner, LLC, to the City of Casper in accordance with the terms of a subdivision agreement entered into at time of platting of the property.

**Oversight/Project Responsibility:**

Andrew Beamer, Public Services Director

**Attachments:**

2 Resolutions

Agreement with CW Corner, LLC

Agreement with East Elkhorn Ranch, LLC

**AGREEMENT**

(Country Club Contribution/Ranch Road Approach Reconstruction)

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Casper ("City") and East Elkhorn Ranch, LLC, a Wyoming limited liability company ("East Elkhorn").

WHEREAS, the City completed certain improvements to Country Club Road, including certain approach work to the ranch road to East Elkhorn; and

WHEREAS, the approach to the Ranch Road off of Country Club Road has proven to be inadequate; and

WHEREAS, East Elkhorn has agreed to make a contribution towards the Country Club Road improvements subject to the conditions contained herein.

NOW THEREFORE, the parties agree as follows:

1. Upon execution of this Agreement and subject to the conditions hereinafter set forth, East Elkhorn shall make a payment to the City of Casper in the amount of \$15,994.00, which amount, according to the City, is based on the portion of East Elkhorn's property that abuts Country Club Road.

2. The City agrees to undertake to reconstruct the approach off of Country Club Road on to the East Elkhorn Ranch Road on Exhibit A attached hereto, and shall construct said approach as shown on Exhibit A to allow for adequate turning radii for trucks and trailers entering said intersection and with curb to curb widths consistent with the other approaches constructed onto Country Club Road, and shall complete said work at the earlier of two years from the date hereof or upon completion of the waterline project and water tank to be constructed south of Country Club Road.

3. 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.

4. The terms and conditions of this Agreement shall be binding upon the 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. CW 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.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

6. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

7. This Agreement may not be amended or modified in any respect except by a writing executed by the parties hereto. Any failure by any party to comply with any of its obligations, agreements, covenants or indemnities contained in this Agreement may be waived in writing, but not in any other manner, by each party against which enforcement of the waiver is sought.

8. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

9. In the event any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provisions of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands the date and year first above written.

APPROVED AS TO FORM

Walker Trent

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

EAST ELKHORN RANCH, LLC

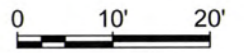
By: JKP 31  
Printed Name: Keith P Tyle  
Title: Attorney

Cary E. Brus  
Cary E. Brus  
Manager





EXHIBIT A



U:\Users\2013\A\Eng - Dash\14-066 - East 213+14 - 066 - Ranch Road Reconstruction - 1/6/2017 - .dgn

DATE	REVISIONS	CHECKED	APPROVED	W.O. NO.	DRAWN BY:	CHECKED BY:	APPROVED BY:
				14-066	RC	NL	NL
					DATE: 10/16	DATE: 10/16	DATE: 10/16

**CEPI** Civil Engineering Professionals, Inc.  
 6080 Enterprise Drive - Casper, Wyoming 82609 • (307) 266-4346 • (307) 266-0103 fax

CITY OF CASPER  
 CASPER WYOMING

East Zone III Improvements Project  
**RANCH ROAD RECONSTRUCTION**

SHEET  
 C2.20 of 62

RESOLUTION NO.17-154

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

WHEREAS, the City of Casper completed the reconstruction of Country Club Road between Wyoming Boulevard and Ardon Lane in 2015; and,

WHEREAS, provisions were not in place to recapture these costs from many of the adjacent properties; and,

WHEREAS, East Elkhorn Ranch, LLC, has agreed to pay their proportionate share of the Country Club Road Improvement Costs as specified in their respective agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to sign an agreement with Elkhorn Ranch, LLC, for their proportionate share of the Country Club Road Improvements Costs.

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 13, 2017

TO: J. Carter Napier, City Manager *JCN*  
FROM: William C. Luben, City Attorney *WCL*  
SUBJECT: Amendment of Council Rules

**RECOMMENDATION:**

That Council, be Resolution, amend and restate its Council Rules in accordance with the direction given to staff by Council at its work session on Tuesday, July 11, 2017.

**SUMMARY:**

Council gave staff direction at its work session on July 11, 2017, to amend the Council Rules regarding public comments during “Public Hearings” and during the receipt of comments from the public during the “Communications from Persons Present” portion of council meetings.

Council’s proposed changes are contained in Section 2.2 of the Resolution that accompanies this memo. Section 2.2 is a new section being added to the current Council Rules, and no other changes were made to these Rules. This Resolution is being submitted to Council for its review and approval.

RESOLUTION NO. 17-155

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Resolution No. 00-9 is hereby rescinded, and the Rules of the City Council are hereby adopted to read as follows:

1. MEETINGS OF COUNCIL.

1.1 Regular Meetings.

The Council shall hold regular stated meetings, which shall be not less than two (2) per month, falling on the first (1st) and third (3rd) Tuesdays at 6:00 p.m., beginning May 7, 1996. Other regular meetings shall be fixed by resolution of the Council, spread upon the minutes of the Council Proceedings, and be published in an official newspaper.

1.2 Special Meetings.

The Mayor, or any five (5) of the Councilmen, may call special meetings by notice filed with the Clerk and served upon each Member by delivering the same personally, or leaving the same at their place of residence. Such notice shall fix the hour, day, and place of such meeting.

A. A special meeting may be called by the Mayor at a regular meeting by giving notice thereof and noting the same upon the minutes of such meeting.

1.3 Continuance of Meetings.

In case the time for a meeting shall occur on Sunday or a legal holiday, then such meeting shall be deemed to be called and shall be held on a day so approved by the governing body.

1.4 Quorum

In case the attendance at any regular meeting or special meeting is less than a quorum, such meeting may be adjourned to a reasonable time and place within the corporate limits of the City that may be designated and entered in the minutes of the adjourned meeting. A majority of all Members of the Council shall constitute a quorum for the transaction of any business.

## 2. ORDER OF BUSINESS.

### 2.1 Agenda.

The following shall be the order of business.

- A. Roll Call.
- B. Pledge of Allegiance.
- C. Consideration of Minutes.
- D. Consideration of Bills and Claims.
- E. Public Hearings.
- F. Petitions and Memorials.
- G. Unfinished Business.
  - 1. Ordinances on Second and Third Reading.
- H. New Business.
  - 1. Ordinances on First Reading.
  - 2. Resolutions.
  - 3. Reports.
  - 4. Other.
- I. Communications from Persons Present.
- J. Introduction of Measures and Proposals by Members of the City Council.
- K. Adjournment.

### 2.2. "Public Hearing" Comments and "Communications from Persons Present Restrictions":

Persons commenting at "Public Hearings" (Sub-section 2.1 E. above) or during "Communications from Persons Present" (Sub-section 2.1 I. above) shall each be limited to five (5) minutes for making their comments to Council. The Mayor shall have the authority, in the event of a large assembly of individuals planning to make comments to Council, to limit the comment period to three (3) minutes for each individual intending to comment. The following restrictions shall apply to the Council and individuals making comments to the Council:

- A. Individuals commenting to Council should not repeat comments already made to Council by another individual.
- B. Council members may question an individual regarding their comments. However, Council members shall not make comments or statements regarding any such individual's comments until after a Public Hearing is closed, and then only during the discussion portion of the meeting by Council, or during the "Introduction of Measures and Proposals by Members of the City Council" (Section 2.1 J. above).
- C. A "Motion to Suspend the Rules" to allow any individual more time to present their comments to Council shall not be available to Council and shall be out of order.

### 3. ABSENT MEMBERS AND OFFICERS

#### 3.1 Attendance.

The Council shall have the power to compel the attendance of absent Members. A Council Member absent without reasonable cause may be compelled to attend by order of any two (2) Members of the Council.

A. Gross and persistent delinquency in being absent from regular meetings of the Council shall be cause for the removal of any Member from his office, and absence from three (3) consecutive meetings without being excused by Council shall be evidence of such delinquency.

#### 3.2 Presiding Officer.

The Mayor, as President of the Council, shall preside at all meetings of the governing body. In the absence of the Mayor, the Vice-President shall perform the duties of the Mayor and, in the case of the absence or disability of both, the Council shall choose, from their number, a President Pro Tem who shall be authorized to perform the duties of the Mayor.

### 4. LEGISLATION.

#### 4.1 Manner.

Except as otherwise provided by the Laws of the State of Wyoming, all legislation shall be by ordinance, save that licenses may be granted by resolution.

#### 4.2 Form and Vote.

Every ordinance and resolution shall be in writing and, upon every vote taken thereon, the ayes and nays shall be taken and recorded.

#### 4.3 Subject Matter.

The subject of every ordinance shall be set out clearly in the title. No ordinance, except one making appropriations, or one for the codification of ordinances, may contain more than one (1) subject and such shall be limited to those respective subjects.

#### 4.4. Recording and Passage.

Every ordinance shall be publicly read on three (3) different days. Public reading may be by title only. At least ten (10) days shall elapse between the introduction and final passage of every ordinance, except emergency ordinances.

A. A majority vote of all elected members of the Council shall be required for the passage or amendment of any ordinance.

B. An emergency ordinance is one operating for the immediate preservation of the public peace, health or safety, in which the emergency is defined and declared in the title thereto, separately voted on, and receiving the affirmative vote of three-fourths (3/4) of the elected and qualified Members of the Council. For an emergency ordinance, the requirement that each ordinance shall be publicly read on three different days may be suspended by the affirmative

vote of three- fourths (3/4) of the elected and qualified Members of the Council. No franchise may be granted by emergency.

#### 4.5 Vote.

Except as otherwise provided, all resolutions shall be passed by an affirmative vote of not less than five (5) Members of the Council.

Resolutions granting licenses shall be passed by an affirmative vote of not less than a majority of the members of the Council voting on the issue, provided that in no event shall less than a quorum be qualified to consider any such resolution. No vote of the Council on any subject shall be reconsidered or rescinded at any meeting unless there be present as large a number of Councilmen as were present when such vote was originally taken.

#### 4.6 Execution and Publication.

Every ordinance or resolution shall be signed by the Mayor and attested by the City Clerk, and shall be published at least once in an official newspaper as required by State law. Emergency ordinances become effective upon proclamation of the Mayor.

A. Every ordinance or resolution, after its enactment, shall be recorded in a book kept for that purpose, which record shall be attested by the City Clerk.

#### 4.7 Amendments and Repeals.

Amendments and repeals of ordinances, or sections thereof, shall be by ordinance. An amending ordinance shall set forth the entire ordinance or section, as amended.

#### 4.8 Charter Ordinances.

A charter ordinance, clearly titled as such, may be adopted by affirmative vote of two-thirds (2/3) of all Members elected to the Council.

Such ordinances shall take effect only after publishing once per week for two (2) consecutive weeks and finally certified by the City Clerk sixty (60) days following the last publication.

### 5. RULES OF PARLIAMENTARY PROCEDURE.

#### 5.1 Manner.

Upon the introduction and reading of any ordinance, resolution, motion, or other matters during the meeting of the Council, the floor of the Council shall be open for discussion and debate of the proposal so presented to the Council.

#### 5.2 Debate.

No Member shall speak more than once to the exclusion of other Members who have not spoken, nor more than twice to the same question on the same day, without leave of the Presiding Officer.



### 5.3 Motions.

All motions, except to adjourn, postpone, or commit, shall be reduced to writing, if desired by the Presiding Officer or any Member.

### 5.4 Withdrawal of Motion.

If no Member objects, any motion under consideration may be withdrawn by the mover at any time before a decision, amendment, or ordering of the ayes and nays, except a motion to reconsider which shall not be withdrawn without leave of the Council.

### 5.5. Precedence of Motions.

When a question is being debated, no motion shall be received except:

- A. To adjourn;
- B. To lay on the table;
- C. For the previous question;
- D. To limit debate.
- E. To postpone to a certain date;
- F. To commit or refer;
- G. To amend; and,
- H. To postpone indefinitely,

and these several motions shall have precedence in the above order.

### 5.6 Motion to Reconsider.

When a motion has been once made, and carried in the affirmative or negative, it shall be in order for any Member who votes with the prevailing side, or was absent during the vote, to move for the reconsideration of the vote thereof during the same session or at the next regular meeting of the Council; and such motion shall take precedence over all other questions, except a motion to adjourn. The motion, once made and disposed of, cannot be renewed. There shall be no reconsideration of the motion to adjourn, lay on the table, suspend the rules, indefinitely postpone, and to reconsider.

**\* SUPPLEMENTAL NOTE OF CLARIFICATION:** This provision is subject to W.S. § 15-1-117, which provides that amendments and repeals of ordinances, or sections thereof, shall be by ordinance, and that no vote of a governing body to amend or repeal an ordinance or any section thereof may be reconsidered or rescinded at any meeting unless there are as many members present as there were when the vote was originally taken.

### 5.7 Limit on Debate.

Any member may move the previous question, and if it be seconded by one (1) other member, the previous question shall be called for. The object of this motion is to bring the Council to a vote on the pending question without further discussion; and if the motion fails, the discussion may proceed the same as if the motion had not been made; if carried, all debate shall cease and the Presiding Officer shall immediately put the question to vote first on proposed amendments in their order, and then on the main question, without debate or further amendment: Provided, that a motion

to adjourn shall be in order after the "previous question" has been sustained, and before the main question is put, but no other motion shall be in order.

#### 5.8 Duty to Vote.

Every member shall vote who may be within the bar of the Council when the question is put unless, for special reasons, he be excused on motion duly made and carried. A motion to be excused shall be made before the call of the ayes and nays is commenced. When the ayes and nays are being taken, the call shall not be interrupted for any purpose whatsoever, except the right of each member to note his desire to explain his vote.

#### 5.9 Explanation of Vote.

Immediately after the vote on any question has been announced, and at no other time, any member may explain his vote.

#### 5.10 Protest.

It shall be in order for any member, or members, of the Council to protest against the action of the Council and have such protest entered briefly in the minutes.

#### 5.11 Appeal.

A majority of all the votes of the members present shall be sufficient to sustain or reject appeal from the decision of the Presiding Officer of the Council.

#### 5.12 Rule Source.

The rules of parliamentary practice as set forth in the most recent edition of Roberts Rules of Order shall govern the Council in all cases unless otherwise more specifically provided in the Rules and Orders of the Council.

#### 5.13 Change of Rules.

No standing rule of the Council shall be rescinded, changed, or suspended, except by a vote of a majority of the members of the Council serving in office.

### 6. GENERAL POLICIES.

6.1 It shall be the General Policy of the Council that appointees to all advisory and quasi-legislative commissions shall be for no longer than two (2) terms.

6.2 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.

A. Ordinances, resolutions, and minute action items may appear under "consent" in the agenda. Such items shall be removed from the consent agenda for one of the following reasons:

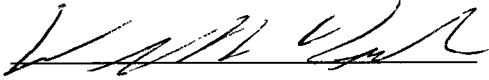
1. A member of the public wishes to speak to a specific item and follows the procedures as provided in 6.3.

2. A member of the Council wishes to have said item(s) removed for the purpose of debate, amendment, tabling, or postponing.

6.3 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. Public comment is always invited by the City Council at the end of each meeting.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

July 3, 2017

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

**FROM:** Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*  
Jason Shellabarger, Fleet Maintenance Manager

**SUBJECT:** Authorize the Purchase of One (1) Combination Sewer Jet Vac Truck Body, from Enviro Clean Intermountain, Gresham, Oregon in the Estimated Total Amount of \$320,897.00, Before the Trade In Allowance, for Use by the Waste Water Collection Division of the Public Services Department.

**Meeting Type & Date**  
Regular Council Meeting  
July 18, 2017

**Action type**  
Minute Action

**Recommendation**

That Council, by minute action, authorize the purchase of one (1) combination sewer jet vac truck body, from Enviro Clean Intermountain, Gresham, Oregon, to be used in the Waste Water Collection Division of the Public Services Department, in the estimated total amount of \$320,897.00, before the trade in allowance.

**Summary**

This purchase is for the body portion of a new sewer collection truck, with the chassis already purchased separately from the state bid. Making this purchase in two parts has allowed for a substantial savings of approximately \$12,000, as opposed to bidding this truck out as one unit. This purchase will replace one (1) 2009 sewer collection truck in the Waste Water Collection Division that is due for replacement by age and hours of operation. These sewer trucks are used throughout the City of Casper to maintain the sanitary sewer system and storm water catch basins.

As required by Wyoming State Statute 15-1-113(b), the notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended purchase of the VacCon V311E was the lowest bid that met all of the required specifications for the new sewer collection truck. The bids submitted by Kois Brothers and Titan Machinery did not meet all of the required specifications. The bid submitted by Ameri-Tech Equipment met all of the required specification and was above the 5% bid preference allowed by the State of Wyoming.

The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(1) VacCon V311E Sewer Jet/Vac	Enviro Clean Intermountain Gresham, OR	\$320,897.00	\$90,000.00	\$230,897.00
(1) Camel 1200 Sewer Jet/Vac	Kois Brothers Cheyenne, WY	\$292,855.00	\$60,000.00	\$232,855.00
(1) Vactor 2100 Plus Sewer Jet/Vac	Titan Machinery Gillette, WY	\$275,000.00	\$25,000.00	\$250,000.00
(1) SuperVac Saquenay Sewer Jet/Vac	Ameri-Tech Equipment Evansville, WY	\$330,270.00	\$30,000.00	\$300,270.00

**Financial Considerations**

This purchase is approved in the FY17 adopted budget and is funded by the Sewer Fund. These funds have been encumbered in the Sewer Fund for this purchase to be completed.

**Oversight/Project Responsibility**

This purchase will be made by Jason Shellabarger, Fleet Maintenance Manager in Support Services with oversight being transferred to Krista Johnson, Sanitary Sewer/Storm Water Manager in Public Services after the equipment is received.

**Attachments**

No Attachments