

REGULAR COUNCIL MEETING
Tuesday, May 16, 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. Presentations will be Limited to Five Minutes or Less per Person.
- 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 APRIL 25, 2017 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 1, 2017
4. CONSIDERATION OF MINUTES OF THE MAY 2, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 9, 2017
5. CONSIDERATION OF BILLS AND CLAIMS
6. BRIGHT SPOTS IN OUR COMMUNITY – ANNIE HUMPHREY

7. PUBLIC HEARINGS

A. Ordinance

1. **Alcohol Ordinance Changes** Pertaining to **Dispensing Rooms**.

B. Minute Action

1. **New Restaurant Liquor License No. 34**, Located at 117 East 2nd Street.
 - a. By Minute Action, **Cancel the Public Hearing for Restaurant Liquor License No. 34**.
2. **New Microbrewery Liquor License No. 4** for BrewStory, LLC, d.b.a. **Frontier Brewing Company**, Located at 117 East 2nd Street.
3. Transfer of Ownership and Location from **Retail Liquor License No. 7**, Forward Development, LLC, d.b.a. Forward Development, Located at 441 Landmark Drive to Love Holdings, LLC, d.b.a. **Downtown Bar & Grill**, Located at 129 West 2nd Street.

8. THIRD READING ORDINANCES

A. Consent

1. **Amendment to the Old Yellowstone District Form-Based Code**, as it Pertains to **Off Street Parking Requirements**.
2. **Amendment to the Old Yellowstone District Form-Based Code**, Pertaining to the **Goals and Intent of the Old Yellowstone District, and the Clarification of Prohibited Uses**.
3. **Replat and a Zone Change** for the Proposed **C85 Addition**.

9. FIRST READING ORDINANCE

A. Consent

1. **Amendment of Section 2.04.060** of the Casper Municipal Code to Provide for **Holiday Adjustment of Council Meeting Dates**.

10. RESOLUTIONS

A. Consent

1. Authorizing a **Collective Bargaining Agreement** for 2017-2018 between the City of Casper and the **Firefighters Local Union 904, I.A.F.F., AFL-CIO**.

10. RESOLUTIONS (continued)

A. Consent

2. Authorizing the **Release of Local Assessment District Liens** on Properties Listed on Exhibit dated April 19, 2017.
3. Authorizing an Amendment to the Lease Agreement with the **State of Wyoming**, Department of Administration and Information, Construction Management for **Property Located in the Downtown Area to be Used as a Parking Lot**.
4. Authorizing an Acceptance Certificate to the Cooperative Agreement with **Wyoming Department of Transportation** for Construction Activities for the **Bryan Stock Trail North Platte River Bridge Project**.
5. Authorizing an Agreement with **ITC Electrical Technologies**, in the Amount of \$2,107,700, for the **Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project**.
6. Authorizing an Agreement with **Recykling Industrial Repairs, Inc.**, for a Total Project Cost in an Amount of \$66,850, to Replace **Liner Wear Plates on a City Baler**.
7. Authorizing an Agreement with **Treto Construction, LLC**, in the Amount of \$304,085, for the **South Spruce Street Reconstruction Project**.
8. Authorizing an Agreement with **Double D Welding and Fabrication, Inc.**, in the Amount of \$97,250, for the **Portable Litter Fencing Project**.
9. Authorizing an Agreement with **WLC Engineering**, in the Amount of \$82,000, for the **Rotary Park Pathway – Phase II Project**.
10. Authorizing an Agreement with **Full Contact Concrete, LLC**, in the Amount of \$143,075, for the **2017 Pedestrian Pathways Project**.

11. MINUTE ACTION

A. Consent

1. Acknowledging **Receipt** of the **Proposed FY 2018 Budget**.
2. **Reject all Bids Received** for the Purchase of Two (2) New **Front End Loaders**, to be Used in the Solid Waste Division of the Public Services Department.
3. Authorizing the Purchase of Two (2) **F250 ¾ Ton 4x4 Pickups**, from **Fremont Motors Co.**, Casper, Wyoming, in the Estimated Total Amount of \$47,804.84, for Use by the Cemetery Section of the Public Services Department and the Building and Structures Division of the Support Services Department.

11. MINUTE ACTION (continued)

A. Consent

- 4. Authorizing the Purchase of Three (3) Used **Lufkin Van Trailers**, from **CMI-Teco, Mills, Wyoming**, in the Estimated Total Amount of \$36,366, for Use by the Solid Waste Division.
- 5. Authorizing the Purchase of One (1) **F350 One Ton 4x4 Pickup**, from **Fremont Motors Co., Casper, Wyoming**, in the Estimated Total Amount of \$27,104.56, for Use by the Street Division of the Public Services Department.
- 6. Authorizing the Discharge of \$1,113.04 of **Uncollectible Accounts Receivable Balances**, Aged between the Dates of January 1, 2012 and March 31, 2012.

12. COMMUNICATIONS

A. From Persons Present

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

14. ADJOURNMENT

Upcoming Council meetings

Council meetings

- 6:00 p.m. Tuesday, June 6, 2017 – Council Chambers
- 6:00 p.m. Tuesday, June 20, 2017 – Council Chambers

Work sessions

- 4:30 p.m. Tuesday, May 23, 2017 – Council Meeting Room
- 4:30 p.m. Tuesday, June 13, 2017– Council Meeting Room

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
April 25, 2017

Casper City Council met in special session at 4:30 p.m., Tuesday, April 25, 2017. Present: Councilmembers Hopkins, Morgan, Pacheco, Powell, Walsh and Mayor Humphrey.

Moved by Councilmember Pacheco, seconded by Councilmember Hopkins, to, by minute action, excuse the absence of Councilmembers Huckabay and Johnson. Motion passed.

Mayor Humphrey led the audience in the Pledge of Allegiance.

Moved by Councilmember Walsh, seconded by Councilmember Morgan, to, by minute action, establish May 16, 2017, as the public hearing date for the consideration of:

- a. new Restaurant Liquor License No. 34 and new Microbrewery Liquor License No. 4 for BrewStory, LLC, d.b.a. Frontier Brewing Company, 117 East 2nd Street; and
- b. the transfer of ownership and location of Retail Liquor License No. 7 from Forward Development, LLC, d.b.a. Forward Development, 441 Landmark Drive, to Love Holdings, LLC, d.b.a. Downtown Bar & Grill, 129 West 2nd Street.

Motion Passed.

Moved by Councilmember Pacheco, seconded by Councilmember Hopkins, to, by consent minute action, acknowledge a name change for Bar and Grill License No. 1 from Asian Fusion, LLC, d.b.a. Dsasumo, to Sriphaiboon, LLC, d.b.a. Dsasumo, 320 West 1st Street. Motion passed.

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held immediately after this meeting in the Council’s meeting room and a regular Council meeting to be held at 6:00 p.m., Tuesday, May 2, 2017, in the Council Chambers.

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

The meeting was adjourned at 4:36 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
May 2, 2017

Casper City Council met in regular session at 6:00 p.m., Tuesday, May 2, 2017. Present: Councilmembers Huckabay, Johnson, Morgan, Pacheco, Powell, Walsh and Mayor Humphrey. Absent: Councilmember Hopkins.

Moved by Councilmember Johnson, seconded by Councilmember Pacheco, to, by minute action, excuse the absence of Councilmember Hopkins. Motion passed.

Mayor Humphrey along with Boy Scouts and Casper Cobra members led the audience in the Pledge of Allegiance.

Moved by Councilmember Walsh, seconded by Councilmember Morgan, to, by minute action, approve the minutes of the April 17, 2017, special Council meeting, as published in the Casper-Star Tribune on April 23, 2017. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Pacheco, to, by minute action, approve the minutes of the April 18, 2017, regular Council meeting, as published in the Casper-Star Tribune on April 25, 2017. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Powell, to, by minute action, approve payment of the May 2, 2017, bills and claims, as audited by Interim City Manager Becher. Motion passed.

Bills & Claims
05/02/17

71Construction	Projects	\$1,543.32
A-1	Services	\$110.00
AMBI	Services	\$69.54
Balefill	Services	\$49,282.63
BankOfAmerica	Goods	\$169,008.42
BCort	Fees	\$3,171.20
BigBrthsBigSstrs	Funding	\$3,798.53
Boys&GirlsClubs	Funds	\$18,321.25
BureauofReclamation	Funding	\$232.40
Burns&McDonnellEngineering	Services	\$10,708.83
CasperPubSafetyComm	Services	\$2,497.16
CentralMech	Supp	\$1,000.00
Centurylink	Services	\$203.07
Ch2mHill	Services	\$7,562.40
CHDiagnostic	Services	\$435.00
CIGNA	Services	\$11,984.49
CityofCasper	Services	\$10,901.84

CommTech	Goods	\$103.00
CrimeSceneInfo	Services	\$86.25
CsprMuseumConsort	Funds	\$250.00
Dell	Goods	\$46,169.66
DeltaDental	Services	\$1,570.80
DesertMtn	Goods	\$17,478.10
DoubleDWelding	Services	\$3,580.00
E Becher	Reimb	\$217.00
EnvironmentalCivilSolutions	Services	\$303.85
FHiday	Reimb	\$52.50
FirstData	Services	\$289.52
FirstInterstateBank	Services	\$148.74
FischerAutoBody	Services	\$4,608.94
FmlyJrnyCtr	Services	\$969.04
GarageDoorDudes	Services	\$8,000.00
GarlickLaw	Services	\$437.87
GemCityRoofing	Services	\$3,086.00
GrizzlyExcvtng	Services	\$1,853.52
GWay	Reimb	\$210.45
HDR Engineering	Projects	\$5,099.77
Homax	Goods	\$52,856.09
Installation&Svc	Projects	\$30,461.34
ITCElec	Services	\$995.37
JTLGroup	Services	\$204.10
LdrsEdgeConsulting	Services	\$3,395.00
LenhartMasonAssoc	Services	\$4,045.00
LnclnNtlLife	Services	\$277.59
LoganSimpsonDsn	Services	\$21,447.70
LongBuildingTech	Services	\$580.49
McMurryReadyMix	Goods	\$1,585.50
ModernElectric	Services	\$9,565.00
Motorola	Goods	\$5,811.72
NationalBenefitServices	Services	\$36.00
NCSheriffsOffice	Funding	\$15,000.00
NDE Services	Services	\$1,903.75
NevesUniforms	Goods	\$64.95
OfficeStateLands	Services	\$96,220.69
OlsonAutobody	Services	\$726.77
OneCallofWy	Services	\$893.25
PostalPros	Services	\$5,188.87
RAKing	Supplies	\$149.70
RecyklingIndRepairs	Services	\$60,000.00
RockyMtnPower	Services	\$96,851.40
RodBarstadsPnt	Services	\$3,707.26
SeniorPatientAdvocates	Services	\$450.00
Smarsh	Services	\$1,754.50

SourceGas	Services	\$5,403.87
Spectrum	Funding	\$6,575.00
StarLineFeeds	Goods	\$467.30
StealthPartnerGroup	Services	\$56,340.78
StotzEquipment	Goods	\$41,500.00
SuperiorWds	Supplies	\$2,300.00
TestAmLab	Services	\$4,211.50
ThatcherCo	Goods	\$7,759.32
TrihydroCorp	Projects	\$7,709.90
UrbanInteractive	Services	\$250.00
VisionServicePlan	Services	\$1,528.88
WasteWaterTreatment	Funding	\$600.00
WERCSCcommunications	Services	\$1,558.00
Worldwash	Services	\$575.00
WorthingtonLenhart&Carpenter	Services	\$1,929.75
WyCfrncBldgOff	Training	\$100.00
WYDOT	Services	\$18,306.63
WyNotaryDivision	Goods	\$30.00
YouthCrisisCenter	Funding	\$4,477.28
		\$961,140.34

Moved by Councilmember Johnson, seconded by Councilmember Powell, to, by minute action: establish May 16, 2017, as the public hearing date for consideration of alcohol ordinance changes pertaining to dispensing rooms; and establish June 6, 2017 as the public hearing date for consideration of Community Development Block Grant 2017-2018 Annual Action Plan. Motion passed.

The following ordinances were considered, on second reading, by consent agenda.

ORDINANCE NO. 6-17

AN ORDINANCE AMENDING SECTION 17.94.100 OF THE CASPER MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS IN THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR STREET CORRIDOR (OYDSPC) FORM-BASED CODE.

ORDINANCE NO. 7-17

AN ORDINANCE AMENDING SECTION 17.94.010 AND 17.94.030 OF THE CASPER MUNICIPAL CODE, PERTAINING TO THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR STREET CORRIDOR FORM-BASED CODE.

ORDINANCE NO. 8-17

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE C85 ADDITION IN THE CITY OF CASPER, WYOMING.

Councilmember Pacheco presented the foregoing three (3) ordinances for adoption, on second reading, by consent agenda. Seconded by Councilmember Huckabay. Councilmember Walsh voted nay on Ordinance No. 7-17. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-67

A RESOLUTION AUTHORIZING A FRANCHISE EXTENSION AGREEMENT BETWEEN PACIFICORP D/B/A ROCKY MOUNTAIN POWER AND THE CITY OF CASPER, WYOMING.

RESOLUTION NO. 17-68

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR THE ROBERTSON ROAD NORTH PATHWAY, PROJECT NO. 13-42.

RESOLUTION NO. 17-69

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DAVE LODEN CONSTRUCTION, INC., FOR THE 2017 ROOF REPLACEMENTS, PROJECT NO. 17-015.

RESOLUTION NO. 17-70

A RESOLUTION RESCINDING RESOLUTION NO. 15-12 AND ESTABLISHING FEES FOR THE USE OF PARKS AND TENNIS COURTS.

RESOLUTION NO. 17-71

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH TERRACON CONSULTANTS, INC., FOR THE CASPER REGIONAL LANDFILL LIFETIME PERMIT ANNUAL REPORTING AND MONITORING, PROJECT NO. 17-007.

RESOLUTION NO. 17-72

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT WITH RECYKLING INDUSTRIAL REPAIRS, INC., TO MANUFACTURE PISTON RODS FOR THE CITY'S BALER GATHER CYLINDERS.

RESOLUTION NO. 17-73

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE EXISTING LEASE WITH MIKE SEDAR BMX PARENTS' ASSOCIATION, FOR THE EXPANSION OF THEIR CURRENT LEASED PROPERTY TO BUILD A PUMP TRACK.

RESOLUTION NO. 17-74
A RESOLUTION APPROVING A NATRONA COUNTY PLAT,
"PFAFF SIMPLE SUBDIVISION".

RESOLUTION NO. 17-75
A RESOLUTION APPROVING A SITE PLAN FOR THE
CONSTRUCTION OF THE RAVEN CREST APARTMENTS,
LOCATED ON LOT 1, RAVEN CREST ADDITION.

RESOLUTION NO. 17-76
A RESOLUTION RENAMING BIT LANE AND SPUR PLACE,
LOCATED IN THE FAIRGROUNDS HOME ADDITION, AND
AUTHORIZING AND DIRECTING THE RESOLUTION TO BE
RECORDED IN THE OFFICE OF THE NATRONA COUNTY
CLERK.

Councilmember Walsh presented the foregoing ten (10) resolutions for adoption. Seconded by Councilmember Johnson. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Johnson, to, by consent minute action, authorize the purchase of two (2) new utility vehicles, from Stotz Equipment, in the estimated total amount of \$12,400; and authorize the purchase of one (1) heavy duty tandem axle truck chassis, from CMI-Teco, in the estimated total amount of \$108,087. Motion passed.

Councilmember Walsh made statements honoring Casper Fire-EMS Captain Matt Trott who passed on April 22, after a battle with cancer. He also urged everyone to remember Captain Trott's positive outlook and commended his service to the community. Casper Firefighters Pipes and Drums member Dane Andersen performed "Amazing Grace" on his bagpipes.

Individuals addressing the Council were: David McKenzie, 3500 E. 15th, expressing his concerns about the Casper Police Department; Dennis Steensland, 533 S. Washington, requesting that citizens wait until the analysis of the Police Department has been completed before expecting Council action; Tasha Blackburn, 2442 Shumway, stating that she doesn't want any Casper Police or City Councilmembers to quit; Mike Allen, 6949 Umpqua River Road, and Casper Cobra members provided Council with a plaque to express their gratitude for use of the softball field, and gave an update of improvements being carried out at the field; and Colby Frontiero, 2816 S. Poplar, asked about the investigation of the Police Department as well as what steps were in place for a non-biased investigation. Interim City Manager Becher, Councilmember Walsh, and Deputy City Attorney Chambers addressed these questions.

Also addressing the Council were: Keith Rolland, 542 S. Durbin, stating his intent to petition to change the form of government in Casper, stating that the budget should be balanced rather than using reserves, and stating how the analysis of the Police Department should be handled; John Bolender, 10955 Goose Creek Road, requesting a copy of the Fraternal Order of Police survey, expressing concerns about gossip and other claims made surrounding the Police Department, and sharing supporting statements by Joe Ostermiller and himself for Chief Wetzel; and Preston

Pilant, Executive Director of the Pet Ring Foundation, requesting the zoning regulations be examined and possibly revised to allow bingo at the animal rescue facility.

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, May 9, 2017, which will include a tour of Hogadon; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, May 16, 2017, in the Council Chambers.

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

The meeting was adjourned at 7:10 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

Bills and Claims

City of Casper

03-May-17 to 16-May-17

71 CONSTRUCTION, INC.

RIN0027635 RETAINAGE RELEASE	\$13,644.81		
	\$13,644.81	Subtotal for Dept.	Capital Projects - Engineering
12077HP 1/2" COMMERCIAL MIX	\$271.62		
12083HP 1/2" COMMERCIAL MIX	\$912.60		
	\$1,184.22	Subtotal for Dept.	Streets
1701-6 RETAINAGE	(\$3,134.65)		
1701-6 NORTH PLATTE SANITARY SEWER	\$150,275.13		
1701-6R RETAINAGE	\$3,134.65		
	\$150,275.13	Subtotal for Dept.	Waste Water
	\$165,104.16	Subtotal for Vendor	

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

17-04-401 POSTAGE	\$12.82		
17-03-349 POSTAGE	\$24.79		
	\$37.61	Subtotal for Dept.	Balefill
17-04-385 POSTAGE	\$26.78		
	\$26.78	Subtotal for Dept.	City Attorney
17-04-387 POSTAGE	\$44.90		
	\$44.90	Subtotal for Dept.	Engineering
17-04-389 POSTAGE	\$474.07		
	\$474.07	Subtotal for Dept.	Finance
17-04-393 POSTAGE	\$1.71		
	\$1.71	Subtotal for Dept.	Health Insurance
17-04-397 POSTAGE	\$28.07		
	\$28.07	Subtotal for Dept.	Human Resources
17-04-398 POSTAGE	\$20.75		
	\$20.75	Subtotal for Dept.	Information Services
17-03-341 POSTAGE	\$407.82		
	\$407.82	Subtotal for Dept.	Municipal Court
17-04-400 POSTAGE	\$3.67		
	\$3.67	Subtotal for Dept.	Property & Liability Insurance
17-04-386 POSTAGE	\$11.17		
	\$11.17	Subtotal for Dept.	Refuse Collection
17-03-348 POSTAGE	\$1.14		
	\$1.14	Subtotal for Dept.	Waste Water
	\$1,057.69	Subtotal for Vendor	

ADVANCED TRAFFIC PRODUCTS, INC.

0000017725 WAVETRONIX PROCUREMENT	\$51,193.20		
	\$51,193.20	Subtotal for Dept.	Streets
0000017725 WAVETRONIX PROCUREMENT	\$30,213.80		
	\$30,213.80	Subtotal for Dept.	Traffic
	\$81,407.00	Subtotal for Vendor	

ALBERTA GIRALDO

RIN0027622 COURT INTERPRETER	\$40.00		
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Bills and Claims

City of Casper

03-May-17 to 16-May-17

ALBERTA GIRALDO

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

ALEXANDER, MACK

0028619166 UTILITY REFUND

\$36.73
\$36.73 Subtotal for Dept. Water
\$36.73 Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

103666-A WATER CANON

\$10,909.54
\$10,909.54 Subtotal for Dept. Balefill
\$10,909.54 Subtotal for Vendor

ARCADIS U.S., INC.

0836791 ENGINEERING SERVICES

\$11,631.10
\$11,631.10 Subtotal for Dept. Waste Water
\$11,631.10 Subtotal for Vendor

BETH ADDRESS

RIN0027639 ADVERTISING JOE EXPO

\$29.39
\$29.39 Subtotal for Dept. Golf Course
\$29.39 Subtotal for Vendor

BEYER, SEAN

0028619167 UTILITY REFUND

\$55.99
\$55.99 Subtotal for Dept. Water
\$55.99 Subtotal for Vendor

BLACK HILLS ENERGY

AP000183050417 NATURAL GAS
AP000197050517 NATURAL GAS

\$4,061.33
\$73.50
\$4,134.83 Subtotal for Dept. Aquatics

AP000187050417 NATURAL GAS

\$153.26
\$153.26 Subtotal for Dept. Buildings & Structures

AP000196050517 NATURAL GAS

\$4,636.82
\$4,636.82 Subtotal for Dept. Casper Events Center

AP000226050417 NATURAL GAS

\$142.92
\$142.92 Subtotal for Dept. Cemetery

AP000190050417 NATURAL GAS
AP000227050417 NATURAL GAS
AP000189050517 NATURAL GAS
AP000185050417 NATURAL GAS

\$280.22
\$1,274.63
\$96.95
\$34.33
\$1,686.13 Subtotal for Dept. City Hall

AP000186050517 NATURAL GAS

\$92.88
\$92.88 Subtotal for Dept. Fire

AP000195050517 NATURAL GAS

\$314.05
\$314.05 Subtotal for Dept. Fort Caspar

Bills and Claims

City of Casper

03-May-17 to 16-May-17

BLACK HILLS ENERGY

AP000188050417 NATURAL GAS	\$304.23	
	\$304.23	Subtotal for Dept. Golf Course
AP000184050417 NATURAL GAS	\$792.38	
	\$792.38	Subtotal for Dept. Ice Arena
AP000191050417 NATURAL GAS	\$978.68	
	\$978.68	Subtotal for Dept. Recreation
AP000193050517 NATURAL GAS	\$18.02	
	\$18.02	Subtotal for Dept. Sewer
AP000233050517 NATURAL GAS	\$506.08	
	\$506.08	Subtotal for Dept. Water
	\$13,760.28	Subtotal for Vendor

BRODY ALLEN

2408 REIMBURSE TANKER ENDORSEMENT	\$20.00	
	\$20.00	Subtotal for Dept. Sewer
	\$20.00	Subtotal for Vendor

BYNUM, ELLA

0028619165 UTILITY REFUND	\$38.51	
	\$38.51	Subtotal for Dept. Water
	\$38.51	Subtotal for Vendor

CAITLYN URHAMMER

RIN0027636 TRAFFIC WRAP	\$200.00	
	\$200.00	Subtotal for Dept. Parks
	\$200.00	Subtotal for Vendor

CAR CARE, INC.

RIN0027669 FAÇADE GRANT REIMBURSMENT	\$10,000.00	
	\$10,000.00	Subtotal for Dept. CDBG
	\$10,000.00	Subtotal for Vendor

CASELLE, INC.

80465 CONTRACT SUPPORT MAINTENANCE	\$75.00	
	\$75.00	Subtotal for Dept. Finance
	\$75.00	Subtotal for Vendor

CASPAR BUILDING SYSTEMS, INC.

RIN0027644 RETAINAGE	\$6,466.98	
	\$6,466.98	Subtotal for Dept. Capital Projects - Engineering
RIN0027662 FIRE STATION #6 CONSTRUCTION	\$83,354.00	
	\$83,354.00	Subtotal for Dept. Fire
	\$89,820.98	Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

2017-303 CITY CATC EXPENSES	\$25,740.00
2017-301 FTA CATC EXPENSES	\$29,496.00

Bills and Claims

City of Casper

03-May-17 to 16-May-17

CASPER AREA TRANSPORTATION COALITION

2017-304 CITY THE BUS EXPENSES	\$41,166.00		
2017-302 FTA THE BUS EXPENSES	\$43,335.00		
	\$139,737.00	Subtotal for Dept.	C.A.T.C.
	\$139,737.00	Subtotal for Vendor	

CENTRAL PAINT & BODY

32089 BODY SHOP REPAIRS	\$383.00		
	\$383.00	Subtotal for Dept.	Fleet Maintenance
	\$383.00	Subtotal for Vendor	

CENTRAL WY. REGIONAL WATER

151268 SYSTEM INVESTMENT FEES	\$8,196.00		
151295 WHOLESALE WATER	\$277,899.32		
	\$286,095.32	Subtotal for Dept.	Water
	\$286,095.32	Subtotal for Vendor	

CENTURYLINK

RIN0027626 PHONE USE	\$62.07		
	\$62.07	Subtotal for Dept.	Balefill
RIN0027646 PHONE USE	\$38.46		
RIN0027646 PHONE USE	\$125.62		
RIN0027646 PHONE USE	\$346.14		
	\$510.22	Subtotal for Dept.	Casper Events Center
RIN0027672 PHONE USE	\$40.35		
	\$40.35	Subtotal for Dept.	Cemetery
RIN0027646 PHONE USE	\$34.50		
	\$34.50	Subtotal for Dept.	City Hall
RIN0027659 PHONE USE	\$64.64		
	\$64.64	Subtotal for Dept.	Code Enforcement
RIN0027646 PHONE USE	\$83.08		
RIN0027621 PHONE USE	\$487.95		
RIN0027646 PHONE USE	\$23.37		
RIN0027646 PHONE USE	\$60.78		
RIN0027646 PHONE USE	\$64.84		
RIN0027646 PHONE USE	\$64.84		
RIN0027646 PHONE USE	\$38.46		
RIN0027646 PHONE USE	\$60.78		
RIN0027646 PHONE USE	\$167.25		
RIN0027646 PHONE USE	\$60.78		
RIN0027646 PHONE USE	\$198.89		
RIN0027646 PHONE USE	\$83.08		
RIN0027646 PHONE USE	\$299.61		
RIN0027646 PHONE USE	\$299.61		
RIN0027621 PHONE USE	\$10,595.91		
RIN0027621 PHONE USE	\$29.73		
RIN0027646 PHONE USE	\$60.78		
	\$12,679.74	Subtotal for Dept.	Communications Center

Bills and Claims

City of Casper

03-May-17 to 16-May-17

CENTURYLINK

AP000143041517	PHONE USE	\$948.93		
AP00013205051717	PHONE USE	\$2,830.95		
AP00005705051717	PHONE USE	\$1,834.48		
		\$5,614.36	Subtotal for Dept.	Finance
RIN0027646	PHONE USE	\$73.95		
RIN0027659	PHONE USE	\$64.64		
RIN0027646	PHONE USE	\$34.46		
RIN0027621	PHONE USE	\$45.46		
RIN0027646	PHONE USE	\$38.46		
RIN0027659	PHONE USE	\$64.84		
RIN0027646	PHONE USE	\$76.92		
RIN0027646	PHONE USE	\$38.46		
RIN0027646	PHONE USE	\$38.46		
RIN0027646	PHONE USE	\$64.84		
RIN0027646	PHONE USE	\$64.84		
		\$605.33	Subtotal for Dept.	Fire
RIN0027646	PHONE USE	\$62.80		
RIN0027646	PHONE USE	\$38.46		
		\$101.26	Subtotal for Dept.	Fleet Maintenance
RIN0027646	PHONE USE	\$64.84		
		\$64.84	Subtotal for Dept.	Parking
RIN0027659	PHONE USE	\$44.30		
RIN0027646	PHONE USE	\$121.57		
		\$165.87	Subtotal for Dept.	Parks
RIN0027646	PHONE USE	\$64.84		
RIN0027621	PHONE USE	\$35.65		
RIN0027646	PHONE USE	\$62.80		
RIN0027646	PHONE USE	\$39.21		
RIN0027646	PHONE USE	\$23.58		
RIN0027646	PHONE USE	\$38.46		
		\$264.54	Subtotal for Dept.	Police
RIN0027646	PHONE USE	\$38.46		
		\$38.46	Subtotal for Dept.	Recreation
RIN0027646	PHONE USE	\$45.35		
RIN0027646	PHONE USE	\$45.35		
RIN0027646	PHONE USE	\$64.84		
		\$155.54	Subtotal for Dept.	Streets
RIN0027646	PHONE USE	\$1,772.85		
RIN0027646	PHONE USE	\$38.22		
		\$1,811.07	Subtotal for Dept.	Waste Water
RIN0027646	PHONE USE	\$38.46		
RIN0027646	PHONE USE	\$95.70		
RIN0027659	PHONE USE	\$193.92		
		\$328.08	Subtotal for Dept.	Water
		\$22,540.87	Subtotal for Vendor	

CH DIAGNOSTIC & CONSULTING SVC., INC.

Bills and Claims

City of Casper

03-May-17 to 16-May-17

CH DIAGNOSTIC & CONSULTING SVC., INC.

20170381 COMPLIANCE TESTING

\$440.00
\$440.00 Subtotal for Dept. Water Treatment Plant
\$440.00 Subtotal for Vendor

CHARLES SMITH, JR

RIN0027628 TRAFFIC WRAP

\$200.00
\$200.00 Subtotal for Dept. Parks
\$200.00 Subtotal for Vendor

CITY OF CASPER

5128/151061 GIS EXPENSES

\$130.70

5128/151061 GIS EXPENSES

\$1,243.69

\$1,374.39 Subtotal for Dept. Metropolitan Planning

\$1,374.39 Subtotal for Vendor

CITY OF CASPER - BALEFILL

1967/151069 SANITATION

\$30.00

\$30.00 Subtotal for Dept. Code Enforcement

525/151383 SANITATION

\$351.84

\$351.84 Subtotal for Dept. Hogadon

247/151256 SANITATION

\$81.00

\$81.00 Subtotal for Dept. Parks

2772/151224 SANITATION

\$6,226.09

2772/151386 SANITATION

\$5,539.42

2772/151320 SANITATION

\$6,012.24

2772/150475 SANITATION

\$6,012.71

2772/151353 SANITATION

\$5,791.30

2772/151283 SANITATION

\$6,083.21

2772/151203 SANITATION

\$5,734.00

2772/151455 SANITATION

\$7,019.45

2772/151426 SANITATION

\$323.36

2772/151417 SANITATION

\$5,854.79

2772/151393 SANITATION

\$53,600.00

2772/151031 SANITATION

\$5,799.80

2772/151057 SANITATION

\$6,199.30

2772/151245-248 SANITATION

\$6,105.77

2772/151082 SANITATION

\$6,501.04

2772/151178 SANITATION

\$7,012.87

2772/150365 SANITATION

\$5,516.78

\$145,332.13 Subtotal for Dept. Refuse Collection

1276/150364 SANITATION

\$77.08

1276/151177 SANITATION

\$149.93

1276/151318 SANITATION

\$132.07

1276/151055 SANITATION

\$112.80

1276/151244 SANITATION

\$124.55

1276/151416 SANITATION

\$141.47

\$737.90 Subtotal for Dept. Waste Water

Bills and Claims

City of Casper

03-May-17 to 16-May-17

CITY OF CASPER - BALEFILL

\$146,532.87 Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

15-046-14 EAST 21ST STREET - AMENDMENT

\$5,685.83

\$5,685.83 Subtotal for Dept. Sewer

17-006-01 MCKINLEY STREET UNDERPASS

\$1,392.50

\$1,392.50 Subtotal for Dept. Streets

14-066-26 EAST CASPER ZONE III PROJECT

\$3,278.35

14-066-26 EAST CASPER ZONE III PROJECT

\$6,656.03

15-046-14 EAST 21ST STREET - AMENDMENT

\$10,416.57

\$20,350.95 Subtotal for Dept. Water

\$27,429.28 Subtotal for Vendor

COLLECTION CENTER INC.

974300000300 COLLECTION FEES

\$93.57

974300000304 COLLECTION FEES

\$106.47

\$200.04 Subtotal for Dept. Code Enforcement

974300000304 COLLECTION FEES

\$83.25

974300000300 COLLECTION FEES

\$83.25

\$166.50 Subtotal for Dept. Finance

974300000300 COLLECTION FEES

\$74.42

\$74.42 Subtotal for Dept. Recreation

972000000361 COLLECTION FEES

\$168.10

972000000365 COLLECTION FEES

\$176.25

\$344.35 Subtotal for Dept. Refuse Collection

972000000365 COLLECTION FEES

\$133.94

972000000361 COLLECTION FEES

\$127.75

\$261.69 Subtotal for Dept. Sewer

972000000361 COLLECTION FEES

\$376.54

972000000365 COLLECTION FEES

\$394.79

\$771.33 Subtotal for Dept. Water

\$1,818.33 Subtotal for Vendor

DAKER SKAGGS

RIN0027656 UTILITY REFUND

\$75.00

\$75.00 Subtotal for Dept. Water

\$75.00 Subtotal for Vendor

DELL MARKETING LP

10161161207 OFFICE PRO PLUS

\$1,727.35

\$1,727.35 Subtotal for Dept. Fire

10161161194 OFFICE SUITE 2016

\$345.47

\$345.47 Subtotal for Dept. Human Resources

10161161194 OFFICE SUITE 2016

\$345.47

\$345.47 Subtotal for Dept. Property & Liability Insurance

10161161186 OFFICE PRO PLUS

\$345.47

10161161186 OFFICE PRO PLUS

\$345.47

Bills and Claims

City of Casper

03-May-17 to 16-May-17

DELL MARKETING LP

\$690.94 Subtotal for Dept. Waste Water
\$3,109.23 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0027666 DENTAL INSURANCE

\$35,850.35
\$35,850.35 Subtotal for Dept. Health Insurance
\$35,850.35 Subtotal for Vendor

DESERT MTN. CORP.

16-52452 ICE SLICER
16-52457 ICE SLICER
16-52458 ICE SLICER
16-52456 ICE SLICER
16-52455 ICE SLICER
16-52459 ICE SLICER
16-52460 ICE SLICER
16-52463 ICE SLICER
16-52462 ICE SLICER
16-52461 ICE SLICER

\$3,946.95
\$4,882.96
\$3,869.78
\$4,907.86
\$4,887.94
\$4,929.02
\$4,880.47
\$4,912.84
\$4,917.81
\$3,900.89
\$46,036.52 Subtotal for Dept. Snow Removal
\$46,036.52 Subtotal for Vendor

DOOLEY OIL, INC.

78540 DIESEL FUEL
78540 PRICE ADJUSTMENT

\$14,371.98
\$0.01
\$14,371.99 Subtotal for Dept. Fleet Maintenance
\$14,371.99 Subtotal for Vendor

DOUGHERTY, STEVEN

0028619157 UTILITY REFUND

\$50.92
\$50.92 Subtotal for Dept. Water
\$50.92 Subtotal for Vendor

ECONOMIC DEVELOPMENT JOINT POWERS BOARD

FY2017-4 ADMINISTRATION

\$104,029.98
\$104,029.98 Subtotal for Dept. Special Reserves
\$104,029.98 Subtotal for Vendor

ELIZABETH RUD

RIN0027641 BOOT REIMBURSEMENT

\$70.00
\$70.00 Subtotal for Dept. Refuse Collection
\$70.00 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1239301 CREDIT CARD FEES

\$2,783.67
\$2,783.67 Subtotal for Dept. Balefill

REMI1239304 CREDIT CARD FEES

\$111.49
\$111.49 Subtotal for Dept. Code Enforcement

Bills and Claims

City of Casper

03-May-17 to 16-May-17

FIRST DATA MERCHANT SVCS CORP.

REMI1239294 CREDIT CARD FEES	\$1,920.85		
	\$1,920.85	Subtotal for Dept.	Finance
REMI1239296 CREDIT CARD FEES	\$38.93		
	\$38.93	Subtotal for Dept.	Fort Caspar
REMI1239297 CREDIT CARD FEES	\$715.42		
	\$715.42	Subtotal for Dept.	Golf Course
REMI1232081 CREDIT CARD FEES	\$410.19		
REMI1239298 CREDIT CARD FEES	\$192.62		
	\$602.81	Subtotal for Dept.	Hogadon
REML1239299 CREDIT CARD FEES	\$69.94		
	\$69.94	Subtotal for Dept.	Metro Animal
REMI1239300 CREDIT CARD FEES	\$241.31		
	\$241.31	Subtotal for Dept.	Municipal Court
	\$6,484.42	Subtotal for Vendor	

FIRST INTERSTATE BANK

RIN0027663 LOCKBOX FEES	\$1,689.06		
RIN0027664 SERVICE CHARGES	\$831.28		
	\$2,520.34	Subtotal for Dept.	Finance
	\$2,520.34	Subtotal for Vendor	

FIRST INTERSTATE BANK - PETTY CASH

RIN0027637 PETTY CASH	\$262.60		
	\$262.60	Subtotal for Dept.	Metro Animal
	\$262.60	Subtotal for Vendor	

FISCHER BODY SHOP CORP.

24556 BODY SHOP REPAIRS	\$2,199.52		
	\$2,199.52	Subtotal for Dept.	Fleet Maintenance
	\$2,199.52	Subtotal for Vendor	

FORREST A PARKER

00533 CLEANING & SHARPENING TOOLS	\$148.95		
	\$148.95	Subtotal for Dept.	Buildings & Structures
	\$148.95	Subtotal for Vendor	

FORREST HIDAY

1168605427 TOOL REIMBURSEMENT	\$500.00		
	\$500.00	Subtotal for Dept.	Fleet Maintenance
	\$500.00	Subtotal for Vendor	

GARLICK LAW OFFICE PC

RIN0027625 COURT APPOINTED ATTORNEY	\$412.76		
RIN0027623 COURT APPOINTED ATTORNEY	\$794.18		
	\$1,206.94	Subtotal for Dept.	Municipal Court
	\$1,206.94	Subtotal for Vendor	

Bills and Claims

City of Casper

03-May-17 to 16-May-17

GARY MARSH, INC.

379 COMMISSION FEES

\$6,059.70
\$6,059.70 Subtotal for Dept. Golf Course
\$6,059.70 Subtotal for Vendor

GLAVAN, DANA/MICHELLE

0028619159 UTILITY REFUND

\$20.64
\$20.64 Subtotal for Dept. Water
\$20.64 Subtotal for Vendor

GOLDER ASSOCIATES

468702 AUTOMATED LEACHATE COLLECTION

\$335.00
\$335.00 Subtotal for Dept. Balefill
\$335.00 Subtotal for Vendor

GW MECHANICAL, INC.

8 RETAINAGE

\$40,061.35
\$40,061.35 Subtotal for Dept. Capital Projects - Engineering
\$40,061.35 Subtotal for Vendor

HARRIS WASTE MGMT GROUP, INC.

RIN0027620 BALER PARTS

\$5,145.75
\$5,145.75 Subtotal for Dept. Balefill
\$5,145.75 Subtotal for Vendor

HEDQUIST CONSTRUCTION, INC.

RIN0027661 EAST 21ST ST IMPROVEMENTS \$5,030.42
RIN0027643 BROOKVIEW DR SANITARY SEWER \$47,333.90
RIN0027643 RETAINAGE (\$4,733.39)

\$47,630.93 Subtotal for Dept. Sewer

RIN0027661 EAST 21ST ST IMPROVEMENTS

\$40,496.91
\$40,496.91 Subtotal for Dept. Streets

RIN0027661 EAST 21ST ST IMPROVEMENTS

\$36,188.02
\$36,188.02 Subtotal for Dept. Water
\$124,315.86 Subtotal for Vendor

HITEK COMMUNICATIONS

1845 DATA NETWORK CONNECTION

\$1,800.00
\$1,800.00 Subtotal for Dept. City Manager
\$1,800.00 Subtotal for Vendor

HOMAX OIL SALES, INC.

0364921-IN GREASE

\$675.60
\$675.60 Subtotal for Dept. Balefill

0365406-IN UNLEADED FUEL

\$17,524.65
\$17,524.65 Subtotal for Dept. Fleet Maintenance

CL79674 FUEL

\$3,212.97
\$3,212.97 Subtotal for Dept. Water

Bills and Claims

City of Casper

03-May-17 to 16-May-17

HOMAX OIL SALES, INC.

\$21,413.22 Subtotal for Vendor

HONNEN EQUIPMENT CO.

843795 HOSES	\$912.93	
	\$912.93	Subtotal for Dept. Fleet Maintenance
843795 EQUIPMENT INSTALLATION	\$9,537.00	
	\$9,537.00	Subtotal for Dept. Parks
843795 CLEAN MACHINE	\$660.70	
	\$660.70	Subtotal for Dept. Weed And Pest
	\$11,110.63	Subtotal for Vendor

HULT CONSTRUCTION

16012-5 STORAGE BLDG CONSTRUCTION	\$47,584.07	
16012-5 RETAINAGE	(\$1,478.00)	
16012-5 STORAGE BUILDING CONSTRUCTION	\$16,388.93	
	\$62,495.00	Subtotal for Dept. Balefill
	\$62,495.00	Subtotal for Vendor

INSTALLATION & SVC. CO.

268010 CITY HALL SEWER SERVICE LINE	(\$1.00)	
268010 CITY HALL SEWER SERVICE LINE	\$7,573.50	
	\$7,572.50	Subtotal for Dept. Buildings & Structures
	\$7,572.50	Subtotal for Vendor

KNIFE RIVER/JTL

146577 3/8" WASHED ROCK	\$126.70	
15-083-3 LOWER EASTDALE CREEK CHANNEL	\$114,060.21	
	\$114,186.91	Subtotal for Dept. Streets
15-083-3 RETAINAGE	(\$5,626.94)	
	(\$5,626.94)	Subtotal for Dept. Waste Water
	\$108,559.97	Subtotal for Vendor

KRISTA JOHNSTON

2409 GOPRO REIMBURSEMENT	\$16.99	
	\$16.99	Subtotal for Dept. Sewer
	\$16.99	Subtotal for Vendor

KUBWATER RESOURCES, INC

06535 ZETAG 7593 DRY POLYMER	\$4,839.01	
	\$4,839.01	Subtotal for Dept. Waste Water
	\$4,839.01	Subtotal for Vendor

LANE CHRISTENSEN

2407 REIMBURSE TANKER ENDORSEMENT	\$20.00	
	\$20.00	Subtotal for Dept. Sewer
	\$20.00	Subtotal for Vendor

Bills and Claims

City of Casper

03-May-17 to 16-May-17

LANE LUCKOW

RIN0027640 BOOK REIMBURSEMENT

\$75.00
\$75.00 Subtotal for Dept. Streets
\$75.00 Subtotal for Vendor

LEMP, SAMANTHA

0028619163 UTILITY REFUND

\$55.99
\$55.99 Subtotal for Dept. Water
\$55.99 Subtotal for Vendor

LONG BUILDING TECHNOLOGIES

SCPAY0037297 MAINTENANCE AGREEMENT

\$3,662.25
\$3,662.25 Subtotal for Dept. Water Treatment Plant
\$3,662.25 Subtotal for Vendor

MCCOMSEY, RICHARD

0028619156 UTILITY REFUND

\$55.99
\$55.99 Subtotal for Dept. Water
\$55.99 Subtotal for Vendor

MCMURRY READY MIX

116974 PEA GRAVEL
117092 PEA GRAVEL

\$371.15
\$387.63
\$758.78 Subtotal for Dept. Golf Course
\$758.78 Subtotal for Vendor

MCMURRY READY MIX CO.

224782 CONCRETE

224854 ULTRA FIBER
224855 ULTRA FIBER
224824 ULTRA FIBER

224856 CONCRETE

\$171.75
\$171.75 Subtotal for Dept. Balefill

\$237.00
\$474.00
\$474.00
\$1,185.00 Subtotal for Dept. Streets

\$326.25
\$326.25 Subtotal for Dept. Water
\$1,683.00 Subtotal for Vendor

MICHAEL PREWITT

RIN0027650 BUILDING ASSESSMENT

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

MIDWEST URBAN DEVELOPMENT

RIN0027668 FACADE GRANT REIMBURSEMENT

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

RIN0027654 UTILITY REFUND

\$74.65
\$74.65 Subtotal for Dept. Water
\$10,074.65 Subtotal for Vendor

Bills and Claims

City of Casper

03-May-17 to 16-May-17

MOORE, MARY B

0028619160 UTILITY REFUND	\$0.32	
0028619160 UTILITY REFUND	\$30.66	
	\$30.98	Subtotal for Dept. Water
	\$30.98	Subtotal for Vendor

NATIONAL BENEFIT SERVICES

592911 PLAN ADMINISTRATION FEES	\$408.70	
	\$408.70	Subtotal for Dept. Health Insurance
	\$408.70	Subtotal for Vendor

NATRONA COUNTY CLERK

RIN0027651 RECORDING FEES	\$434.00	
	\$434.00	Subtotal for Dept. Planning
	\$434.00	Subtotal for Vendor

NORDIC SOUND INCORPORATED

140309 PROFESSIONAL SERVICES	\$10,073.00	
	\$10,073.00	Subtotal for Dept. City Manager
	\$10,073.00	Subtotal for Vendor

OLSON AUTOBODY & COLLISION CENTER

7173 BODY SHOP REPAIRS	\$1,033.93	
	\$1,033.93	Subtotal for Dept. Fleet Maintenance
	\$1,033.93	Subtotal for Vendor

OUELLET, ANDRE

0028619162 UTILITY REFUND	\$23.31	
	\$23.31	Subtotal for Dept. Water
	\$23.31	Subtotal for Vendor

P-CARD VENDORS

00058054 BAILEYS ACE HARDWARE	\$19.98	
00057907 PEDENS	\$150.00	
00057975 WAL-MART	\$18.88	
00057907 PEDENS	\$491.00	
00058061 HAWKINS INC	\$1,009.79	
00058061 HAWKINS INC	\$1,744.20	
00057907 PEDENS	\$584.00	
00057831 BAILEYS ACE HARDWARE	\$4.40	
00057761 VERIZON WIRELESS	\$480.16	
00057451 BAILEYS ACE HARDWARE	\$4.68	
00058006 WALMART	\$22.49	
00057448 BARGREEN WYOMING	\$140.00	
	\$4,669.58	Subtotal for Dept. Aquatics
00057571 CASPER STAR TRIBUNE	\$489.04	
00056555 FLASH FOODS	\$26.62	
00057076 DELTA	\$12.50	
00055871 WYOMING MACHINERY	(\$1,026.43)	

Bills and Claims

City of Casper

03-May-17 to 16-May-17

P-CARD VENDORS

00056855	ARROWHEAD HEATING	\$180.00
00057058	DELTA	\$12.50
00057004	DELTA	\$310.65
00057621	AEROSOLV	\$364.74
00057857	WALMART.COM	\$13.86
00057607	B & B RUBBER STAMP	\$62.38
00057643	RESPOND FIRST AID	\$79.09
00057701	SAMS CLUB	\$126.04
00057657	WYOMING STEEL	\$400.05
00057666	WYOMING MACHINERY	\$1,242.91
00057586	STOTZ EQUIPMENT	\$5,990.00
00057734	WALMART	\$18.90
00057013	DANA KEPNER CO.	\$56.42
00057414	HOWARD SUPPLY COMPANY	\$830.38
00057490	BAILEYS ACE HARDWARE	\$45.98
00057503	MENARDS CASPER WY	\$263.71
00057506	WEAR PARTS INC	\$120.83
00057512	BAILEYS ACE HARDWARE	\$29.95
00057683	RODOLPH BROTHERS	\$694.50
00058007	CASPER CONTRACTORS	\$1,394.20
00057520	AIRGAS CENTRAL	\$25.04
00057521	WEAR PARTS INC	\$81.40
00057557	BEARING BELT CHAIN	\$431.45
00057258	DELTA	\$723.30
00057573	STOTZ EQUIPMENT	\$4,990.00
00057246	DELTA	\$361.65
00057445	TIRE PROFESSIONALS	\$3,246.60
00057464	SOURCE OFFICE AND TECHNOLOGY	\$30.15
00057464	SOURCE OFFICE AND TECHNOLOGY	\$201.91
00057976	MURDOCH'S RANCH & HOME	\$894.97
00057798	AGP PROPANE SERVICES	\$69.96
00057443	THE HOME DEPOT	\$524.19
00057792	WYOMING MACHINERY	\$301.33
00057790	ARROWHEAD HEATIN	(\$180.00)
00057772	BAILEYS ACE HARDWARE	\$99.99
00057763	BAILEYS ACE HARDWARE	\$74.10
00057731	DANA KEPNER	\$105.00
00057531	CONOCO - HOMAX OIL	\$46.92
00058023	MENARDS CASPER	\$99.69
00057966	BAILEYS ACEHARDWARE	\$34.99
00057880	GEOTECH	\$11,158.45
00057979	ICLEAN307	\$1,260.00
00057752	WYOMING MACHINERY	\$1,395.32
00056972	DELTA	\$621.30
00058063	AIRGAS CENTRAL	\$2,281.15
00057747	VEOLIA ENVIRONMENTAL	\$6,122.55
00057982	GREAT PLAINS CLEANING	\$278.50
00057987	BAILEYS ACEHARDWARE	\$41.46

Bills and Claims

City of Casper

03-May-17 to 16-May-17

P-CARD VENDORS

00057990	WESTERN RADIATOR	\$480.00		
00057992	ICLEAN307	\$2,150.00		
00057993	WYOMING MACHINERY	\$182.62		
00057737	ALLIANCE ELECTRIC LLC	\$633.40		
00058008	WYOMING MACHINERY	\$456.00		
00058051	AIRGAS CENTRAL	\$202.80		
00058055	ALSCO INC.	\$337.96		
00057802	WYOMING MACHINERY	\$142.75		
00058038	SOURCE OFFICE AND TECHNOLOGY	\$62.71		
00057839	BOBCAT OF CASPER	\$169.49		
00057981	BARGREEN WYOMING	\$249.53		
		\$52,127.45	Subtotal for Dept.	Balefill
00057550	LONG BLDG. TECHNOLOGIES	\$59.00		
00057446	4 DIMENSIONAL	\$1,562.50		
00057499	SAMS CLUB	\$18.96		
00057672	CRESCENT ELECTRIC	\$41.75		
00057648	CASPER WINNELSON	\$116.63		
00057626	LONG BLDG. TECHNOLOGIES	\$236.00		
00057603	GEORGE T SANDERS	\$137.31		
00057562	CASPER WINNELSON	\$49.41		
00057554	DENNIS SUPPLY COMPANY	\$386.75		
00056796	WALMART.COM	\$12.29		
00057804	CRUM ELECTRIC SUPPLY	\$39.38		
00057887	SUTHERLANDS	\$21.99		
00058013	SAMS CLUB	\$21.36		
00057801	CASPER WINNELSON	\$74.00		
00057967	DIAMOND VOGEL PAINT	\$196.48		
00057788	CASPER WINNELSON	\$229.50		
00058048	SAMS CLUB	\$189.28		
00057859	SAMS CLUB	\$120.96		
00057744	CASPER WINNELSON	\$37.38		
00057726	PYROTECHS	\$180.00		
00056632	NORCO	\$46.34		
00057782	CASPER WINNELSON	\$22.10		
00056539	DENNIS SUPPLY COMPANY	\$92.37		
00058055	ALSCO INC.	\$205.36		
00057730	MENARDS	\$9.96		
00057725	PYROTECHS	\$180.00		
00057852	SAMS CLUB	\$22.96		
00058016	SAMS CLUB	\$83.65		
00057716	PYROTECHS	\$180.00		
		\$4,573.67	Subtotal for Dept.	Buildings & Structures
00057848	CASPER STAR TRIBUNE	\$115.86		
00057848	CASPER STAR TRIBUNE	\$115.86		
		\$231.72	Subtotal for Dept.	C.A.T.C.
00057758	CASPER STAR TRIBUNE	\$168.28		
		\$168.28	Subtotal for Dept.	Casper Events Center
00057879	ATLAS OFFICE PRODUCTS	\$213.17		

Bills and Claims

City of Casper

03-May-17 to 16-May-17

P-CARD VENDORS

00057377	CPS DISTRIBUTORS	\$287.76		
00058010	USPS	\$98.00		
00058041	MURDOCH'S RANCH & HOME	\$93.57		
		\$692.50	Subtotal for Dept.	Cemetery
00057753	POWDER RIVER SHREDDERS	\$72.50		
00057810	STRAFFORD PUBLICATIONS	\$247.00		
		\$319.50	Subtotal for Dept.	City Attorney
00058132	B&H PHOTO	\$7,930.75		
00056983	ATLAS OFFICE PRODUCTS	\$16.56		
00057101	XEROX CORPORATION	\$30.04		
00057517	CASPER STAR TRIBUNE	\$392.69		
00056390	CASPER STAR TRIBUNE	\$186.46		
00057735	CDW	\$324.54		
		\$8,881.04	Subtotal for Dept.	City Manager
00057822	ATLAS OFFICE PRODUCTS	\$8.40		
00057739	VERIZON WIRELESS	\$160.06		
00057881	ATLAS OFFICE PRODUCTS	\$33.00		
00058066	NETWORK FLEET. INC.	\$227.40		
00057396	VERIZON WIRELESS	\$44.77		
		\$473.63	Subtotal for Dept.	Code Enforcement
00057405	CASPER STAR TRIBUNE	\$773.25		
00057457	EGGINGTONS	\$69.00		
00057256	HAMPTON INNS	\$99.19		
00057189	SUBWAY	\$96.00		
00057140	ATLAS OFFICE PRODUCTS	\$33.29		
00057668	CPU IIT	\$917.98		
		\$1,988.71	Subtotal for Dept.	Council
00057430	QUALITY OFFICE SOLUTIONS	\$372.95		
00057634	ATLAS OFFICE PRODUCTS	\$75.44		
		\$448.39	Subtotal for Dept.	Engineering
00057599	QQUEST SOFTWARE SYSTEMS	\$7,520.00		
00057953	ATLAS OFFICE PRODUCTS	\$228.34		
00058042	ATLAS OFFICE PRODUCTS	\$5.94		
00057396	VERIZON WIRELESS	\$22.39		
00057826	SOURCE OFFICE AND TECHNOLOGY	\$798.89		
00057771	VERIZON WIRELESS	\$280.07		
00057513	ATLAS OFFICE PRODUCTS	\$39.46		
		\$8,895.09	Subtotal for Dept.	Finance
00057870	WALMART	\$27.26		
00056976	GLENDALE PARADE STORE	\$32.00		
00057795	SPORTSMANS WAREHOUSE	\$104.97		
00057815	JOHNSON HEALTH	\$5,969.00		
00057835	MENARDS CASPER	\$69.83		
00057836	WAL-MART	\$56.53		
00057866	AUTOZONE	\$60.87		
00056989	CHEYENNE LITTLE AMERICA	\$140.61		
00057295	BARGREEN WYOMING	\$23.10		

Bills and Claims

City of Casper

03-May-17 to 16-May-17

P-CARD VENDORS

00056473	WPSG. INC	\$70.48	
00057096	LN CURTIS	\$7,720.00	
00057172	CHEYENNE LITTLE AMERICA	(\$140.61)	
00057534	THE SUPPLY CACHE	\$111.70	
00057528	MOUNTAIN WEST TELEPHONE	\$43.00	
00057710	WALMART	\$18.77	
00057519	ROCKY MOUNTAIN FIRE SYSTEM	\$140.74	
00056918	BUSH-WELLS SPORTING GOODS	\$197.98	
00057509	AED SUPERSTORE	\$112.00	
00057322	THE HOME DEPOT	\$46.98	
00057496	BEST BUY	\$59.99	
00057351	WW GRAINGER	\$435.85	
00057467	LN CURTIS	\$315.00	
00057398	THE HOME DEPOT	\$23.57	
00057282	WPSG. INC	\$134.16	
00057660	FEDEX OFFICE	\$157.47	
00056950	ENTENMANN-ROVIN COMPANY	\$411.65	
00056940	TUFF STUFF FITNESS	\$3,518.20	
00056923	CHEYENNE LITTLE AMERICA	\$46.20	
00057712	THE FLOUR BIN	\$34.00	
00057688	DAYLIGHT DONUTS	\$28.50	
00057432	ENTENMANN-ROVIN COMPANY	\$74.00	
00056646	WPSG. INC	\$70.48	
00057678	WALMART	\$65.73	
00057062	ROCKY MOUNTAIN FIRE	\$124.00	
00057658	WAL-MART	\$7.60	
00057630	SAMS CLUB	\$224.26	
00057610	LN CURTIS	\$3,860.00	
00057054	CASPER SAFETY	\$387.10	
00057579	GOEDICKE'S	\$124.49	
00056956	ECMS	\$833.12	
00057687	WAL-MART	\$179.79	
00057675	STAPLES	\$387.35	
00057877	KIMS FINE FURNITURE	\$338.00	
		\$26,645.72	Subtotal for Dept. Fire
00057793	FREMONT MOTOR CASPER	\$535.70	
00057381	WYOMING MACHINERY	\$13.72	
00057639	AMERI-TECH EQUIPMENT	\$249.18	
00057381	WYOMING MACHINERY	(\$614.24)	
00057381	WYOMING MACHINERY	\$32.90	
00057381	WYOMING MACHINERY	(\$539.46)	
00057381	WYOMING MACHINERY	\$66.16	
00057307	MYERS TIRE SUPPLY.COM	\$55.82	
00057671	GREINER FORD LINCOLN	\$4.76	
00057593	HONNEN EQUIPMENT	\$65.52	
00057819	GREINER FORD LINCOLN	\$239.94	
00057811	DRIVE TRAIN CASPER	\$65.30	
00057794	HENSLEY BATTERY	(\$392.16)	

Bills and Claims

City of Casper

03-May-17 to 16-May-17

P-CARD VENDORS

00057652	HOSE & RUBBER SUPPLY	\$34.24
00057381	WYOMING MACHINERY	(\$491.85)
00057381	WYOMING MACHINERY	\$59.46
00057381	WYOMING MACHINERY	\$0.32
00057381	WYOMING MACHINERY	\$221.04
00057649	WW GRAINGER	\$36.92
00057645	GREINER FORD LINCOLN	\$50.34
00057381	WYOMING MACHINERY	\$278.34
00057616	PARTMASTER	\$234.43
00057676	DULTMEIER SALES	\$7.10
00057381	WYOMING MACHINERY	\$3.04
00057381	WYOMING MACHINERY	\$23.32
00057381	WYOMING MACHINERY	\$1.58
00057381	WYOMING MACHINERY	\$22.31
00057381	WYOMING MACHINERY	\$173.16
00057743	AUDIES SMALL ENGINE	\$6.90
00057619	STOTZ EQUIPMENT	\$85.00
00058019	BEARING BELT CHAIN	\$11.52
00057537	POWER EQUIPMENT	\$3,066.73
00057538	HOSE & RUBBER SUPPLY	(\$40.79)
00057548	FIRE LINE	\$725.32
00057577	STOTZ EQUIPMENT	\$154.55
00057582	AMERI-TECH EQUIPMENT	\$1,478.45
00058067	AMERI-TECH EQUIPMENT	\$312.50
00058066	NETWORK FLEET. INC.	\$18.95
00058065	AMERI-TECH EQUIPMENT	\$212.50
00058065	AMERI-TECH EQUIPMENT	\$212.50
00058046	BRAKE SUPPLY COMPANY	\$1,050.00
00058045	GREINER FORD LINCOLN	\$94.74
00058043	ALSCO INC.	\$730.47
00058040	WEAR PARTS INC	\$6.81
00057791	WW GRAINGER	\$6.84
00057746	STOTZ EQUIPMENT	\$317.51
00057145	KRAFT POWER	\$219.78
00057381	WYOMING MACHINERY	\$422.98
00057777	HENSLEY BATTERY	\$135.07
00057776	WYOMING MACHINERY	\$174.03
00057775	DRIVE TRAIN CASPER	\$99.88
00058029	TRI-STATE TRUCK	\$295.95
00057685	DULTMEIER SALES	\$24.23
00058027	HONNEN EQUIPMENT	\$297.47
00057692	GREINER FORD LINCOLN	(\$241.55)
00057706	GREINER FORD LINCOLN	\$66.99
00057718	HOSE & RUBBER SUPPLY	\$20.93
00057727	HOSE & RUBBER SUPPLY	\$156.93
00058001	WYOMING MACHINERY	\$719.96
00057381	WYOMING MACHINERY	\$363.60
00057769	GREINER FORD LINCOLN	\$13.24

Bills and Claims

City of Casper

03-May-17 to 16-May-17

P-CARD VENDORS

00057340	EATON SALES & SERVICE	\$35.00
00057732	EATON SALES & SERVICE	\$152.00
00057956	STOTZ EQUIPMENT	\$358.09
00057961	HENSLEY BATTERY	\$32.24
00057502	BAILEYS ACEHARDWARE	\$50.92
00057969	EQUIPMENT COMPANY	\$255.78
00057501	GOODYEAR COMMERCIAL	\$905.50
00057971	BEARING BELT CHAIN	\$46.24
00057971	NAPA	\$6.54
00057971	NAPA	\$2,721.26
00057974	FLEETPRIDE	\$7.76
00057991	GREINER FORD LINCOLN	\$72.74
00057468	BEARING BELT CHAIN	\$2,535.34
00058011	HONNEN EQUIPMENT	\$605.86
00057929	WEAR PARTS	\$16.61
00057344	CASPER STAR TRIBUNE	\$421.20
00057353	PYROTECHS	\$180.00
00057365	ALLDATA CORPORATION	\$1,500.00
00057382	URGENT CARE OF CASPER	\$90.00
00057780	S&S CASPER	(\$757.07)
00057526	SAMS CLUB	\$26.34
00057759	HONNEN EQUIPMENT	\$774.30
00057396	VERIZON WIRELESS	\$22.39
00057381	WYOMING MACHINERY	\$335.37
00057749	NUTECH SPECIAL	\$50.00
00057673	CARID.COM	\$663.68
00058004	NORCO	\$88.89
00057797	HONNEN EQUIPMENT	\$569.56
00057999	TITAN MACHINERY	\$63.72
00057515	WW GRAINGER	\$236.06
00057510	HOSE & RUBBER SUPPLY	\$59.33
00057500	GREINER FORD LINCOLN	\$28.95
00057441	HONNEN EQUIPMENT	\$752.79
00057663	GREINER FORD LINCOLN	(\$140.00)
00057705	HENSLEY BATTERY	\$33.75
00057717	S&S CASPER	\$1,051.42
00057740	MCCOY SALES CORPORATION	\$18.26
00057764	EATON SALES & SERVICE	\$240.97
00057774	HONNEN EQUIPMENT	\$598.26
00057633	ATLAS OFFICE PRODUCTS	\$7.30
00057495	HOSE & RUBBER SUPPLY	\$69.64
00057911	BRAKE SUPPLY COMPANY	\$20.06
00057904	WW GRAINGER	\$13.20
00057894	EQUIPMENT COMPANY	\$678.47
00057494	HOSE & RUBBER SUPPLY	\$40.79
00057878	STOTZ EQUIPMENT	\$11.49
00057824	HOSE & RUBBER SUPPLY	\$13.53
00057868	GREINER FORD LINCOLN	\$288.88

Bills and Claims

City of Casper

03-May-17 to 16-May-17

P-CARD VENDORS

00057867 HONNEN EQUIPMENT	\$79.57	
00057849 SIX ROBBLEES	\$193.04	
00057832 BOBCAT OF CASPER	\$193.56	
00057828 GREINER FORD LINCOLN	\$76.92	
00057886 HOWARD SUPPLY COMPANY	\$46.93	
	\$28,100.31	Subtotal for Dept. Fleet Maintenance
00057228 AED SUPERSTORE	\$213.75	
00057444 ATLAS OFFICE PRODUCTS	\$955.45	
00056758 ATLAS OFFICE PRODUCTS	\$23.33	
00057781 LEES GLASS	\$478.15	
00057724 BLOEDORN LUMBER CASPER	\$15.61	
00057958 ATLAS OFFICE PRODUCTS	\$80.15	
	\$1,766.44	Subtotal for Dept. Fort Caspar
00057546 ANTLER WORKS	\$145.00	
00057595 C&J SAYLES	\$362.56	
00057481 BONANZA PUBLISHING	\$280.65	
	\$788.21	Subtotal for Dept. General - Fort Caspar
00057787 GARY MARSH	\$290.00	
00057951 GOLF OPERATOR ASSOCIATION	\$19.95	
00057476 CPS DISTRIBUTORS	\$17.26	
00057435 WYOMING ECIPSE FESTIVAL	\$103.30	
00057466 VERIZON WIRELESS	\$80.02	
00057659 CHARTER COMMUNICATION	\$135.43	
00057888 HOBBY-LOBBY	\$10.46	
00057806 MENARDS CASPER	\$14.35	
00057916 MIDLAND IMPLEMENT	\$119.35	
00057742 STAPLES	\$25.99	
00057767 NUTECH SPECIAL	\$256.39	
00057941 FACEBOOK	\$30.36	
00057943 FACEBOOK	\$1.15	
	\$1,104.01	Subtotal for Dept. Golf Course
00057664 USPS	\$3.17	
	\$3.17	Subtotal for Dept. Health Insurance
00057854 STAPLES	\$68.98	
00057845 CONOCO - HOMAX OIL	\$330.80	
00057755 C & C SUPPLY	\$413.68	
00057362 MOUNTAIN SPORTS RENTAL	\$68.00	
00057299 MOUNTAIN SPORTS	\$40.00	
00057611 TOWNSQUARE MEDIA	\$128.00	
00057463 LETZ'S RADIO SUPPLY	\$1,502.95	
00057721 STAPLES	\$93.98	
00057530 CONTACT WIRELESS	\$132.06	
	\$2,778.45	Subtotal for Dept. Hogadon
00057860 USPS	\$7.29	
00056898 WWW.LORMAN.COM	\$99.00	
00057770 POWDER RIVER SHREDDERS	\$80.00	
	\$186.29	Subtotal for Dept. Human Resources

Bills and Claims

City of Casper

03-May-17 to 16-May-17

P-CARD VENDORS

00057729	ARCHITECTURAL GLAZING	(\$2.02)	
00057682	BAILEYS ACE HARDWARE	\$21.97	
00057933	SAMS CLUB	\$7.34	
00057914	PARTY AMERICA CASPER	\$18.87	
00057909	SAMS CLUB	\$42.66	
00057905	WALMART	\$30.24	
00057897	FACEBOOK	\$14.00	
00057378	CASPER RECREATIONAL	\$200.00	
00057957	SAMS CLUB.COM	\$159.51	
00057689	FARMER BROTHERS COFFEE	\$133.68	
00057851	ONLINE TOTAL HOCKEY	\$673.99	
00057977	BAILEYS ACE HARDWARE	\$35.99	
00057959	DOLLAR TREE	\$28.00	
00057989	SAMS CLUB	\$93.32	
00056741	OVERHEAD DOOR	\$364.19	
00057592	SAMS CLUB	\$44.94	
00057580	DOLLAR TREE	\$9.00	
00057568	VISIT CASPER.COM	\$140.00	
00057549	SAMS CLUB	\$29.63	
00057561	SAMS CLUB	\$26.43	
00056741	OVERHEAD DOOR	\$310.97	
		\$2,382.71	Subtotal for Dept. Ice Arena
00057679	BAILEYS ACE HARDWARE	\$15.36	
00056149	WESTSIDE ANIMAL HOSPITAL	\$6,100.00	
00056058	DISCOUNTMUGS.COM	\$330.33	
00056661	CAMPBELL PET COMPANY	\$470.19	
00056962	1-800PETSUPPLIES.COM	\$319.86	
00058066	NETWORK FLEET. INC.	\$132.65	
00057042	AMAZON	\$231.35	
00058014	BLOEDORN LUMBER CASPER	\$1,208.39	
00057863	BLOEDORN LUMBER CASPER	\$82.08	
00057823	BRIDGER STEEL	\$714.55	
00057437	1-800PET SUPPLIES.COM	\$11.03	
00057479	BLOEDORN LUMBER CASPER	\$39.99	
		\$9,655.78	Subtotal for Dept. Metro Animal
00057605	ATLAS OFFICE PRODUCTS	\$100.95	
00057605	ATLAS OFFICE PRODUCTS	\$10.61	
		\$111.56	Subtotal for Dept. Metropolitan Planning
00055881	TOP OFFICE PRODUCTS	\$20.88	
00055881	TOP OFFICE PRODUCTS	\$41.76	
		\$62.64	Subtotal for Dept. Municipal Court
00056390	CASPER STAR TRIBUNE	\$46.62	
		\$46.62	Subtotal for Dept. One Cent #15
00057570	THE HOME DEPOT	\$86.71	
00057112	BEACON ATHLETICS	\$329.46	
00057674	SUTHERLANDS	\$16.26	
00057197	BEACON ATHLETICS	(\$20.00)	

Bills and Claims

City of Casper

03-May-17 to 16-May-17

P-CARD VENDORS

00057646	SUTHERLANDS	\$112.00	
00057636	EPR DISTRIBUTION	\$84.99	
00057591	WYOMING PLANT	\$80.75	
00058072	BLUE RIDGE COFFEE	\$50.40	
00057449	CPS DISTRIBUTORS	\$124.23	
00057700	JOHNNY APPLESEED,	\$2,203.00	
00057623	NORCO	\$189.75	
00057255	MENARDS CASPER WY	\$61.37	
00057597	WEAR PARTS	\$126.57	
00057459	CASPER FIRE EXTINGUISHER	\$601.65	
00058059	NORCO	\$13.76	
00057409	HOODS EQUIPMENT	\$272.16	
00057667	CRUM ELECTRIC SUPPLY	\$133.80	
00058134	CASPER STAR TRIBUNE	\$473.24	
00057480	BAILEYS ACE HARDWARE	\$14.26	
00057357	CRUM ELECTRIC SUPPLY	\$33.84	
00057507	THE HOME DEPOT	\$15.84	
00057516	CPS DISTRIBUTORS	\$116.35	
00057536	TURF MASTER	\$216.50	
00057361	BLOEDORN LUMBER CASPER	\$177.20	
00057370	CRUM ELECTRIC SUPPLY	\$24.68	
00057475	CRUM ELECTRIC SUPPLY	\$912.96	
00058066	NETWORK FLEET. INC.	\$160.80	
00056831	CPS DISTRIBUTORS	\$177.87	
00057896	ATLANTIC ELECTRIC	\$184.00	
00056877	CPS DISTRIBUTORS	\$24.34	
00057833	R & R REST STOPS	\$1,623.84	
00057665	CRUM ELECTRIC SUPPLY	\$8.05	
00057709	ENERGY LABORATORIES	\$62.00	
00057873	CASPER STAR TRIBUNE	\$187.84	
00057401	BLOEDORN LUMBER CASPER	(\$20.00)	
00056966	CRUM ELECTRIC SUPPLY	\$40.08	
00057308	BAILEYS ACE HARDWARE	\$8.99	
00057396	VERIZON WIRELESS	\$145.96	
		\$9,055.50	Subtotal for Dept. Parks
00057844	PARAMOUNT CAFE	\$16.20	
00056878	WAL-MART	\$30.66	
00057670	CASPER STAR TRIBUNE	\$176.64	
00057677	EXXONMOBIL	\$24.61	
00057691	NOODLES & COMPANY	\$11.43	
00057808	YARD HOUSE	\$19.66	
00057884	WENDY'S	\$9.12	
00057861	DUCK SOUP	\$9.17	
00057864	ATLAS REPRODUCTION	\$9.00	
00057908	LOVE S COUNTRY	\$18.98	
00057919	TIAA DENVER	\$8.29	
00057928	EXXONMOBIL	\$20.50	
00057944	HOLIDAY INN EXPRESS	\$705.61	

Bills and Claims

City of Casper

03-May-17 to 16-May-17

P-CARD VENDORS

00057406	CASPER STAR TRIBUNE	\$1,521.44		
00057720	THE RIALTO CAFE	\$19.71		
00057917	APA-MEMBERSHIP ONLINE	\$374.00		
		\$2,975.02	Subtotal for Dept.	Planning
00056797	BEACON ATHLETICS	\$283.86		
00057816	MY EDUCATIONAL	\$48.00		
00056813	URGENT CARE OF CASPER	\$610.00		
00057785	AMAZON	\$252.77		
00056985	SPORT SUPPLY GROUP	\$409.48		
		\$1,604.11	Subtotal for Dept.	Property & Liability Insurance
00057968	HOBBY-LOBBY	\$19.10		
00057568	VISIT CASPER.COM	\$80.00		
00057568	VISIT CASPER.COM	\$20.00		
00057872	NORCO	\$756.42		
00057800	STAPLES	\$14.39		
00058003	SAMS CLUB	\$19.61		
00057989	SAMS CLUB	\$46.66		
00057989	SAMS CLUB	\$140.02		
00057622	VISIT CASPER.COM	\$20.00		
00057957	SAMS CLUB.COM	\$58.79		
		\$1,174.99	Subtotal for Dept.	Recreation
00057004	DELTA	\$310.65		
00057076	DELTA	\$12.50		
00057544	GREAT PLAINS CLEANING	\$577.10		
00057058	DELTA	\$12.50		
00057246	DELTA	\$361.65		
00058066	NETWORK FLEET. INC.	\$492.70		
00056555	FLASH FOODS	\$26.63		
00057607	B & B RUBBER STAMP	\$62.37		
00057478	JACKS TRUCK AND EQUIPMENT	\$1,169.21		
00057750	BEARING BELT CHAIN	\$54.99		
00057430	QUALITY OFFICE SOLUTIONS	\$39.65		
00057733	AIRGAS CENTRAL	\$6.26		
00057714	CITY OF CHEYENNE	\$58.00		
00058064	CMI-TECO	\$90.00		
00058055	ALSCO INC.	\$142.80		
00057655	HARBOR FREIGHT TOOLS	\$24.36		
00057996	INDUSTRIAL SCREEN	\$836.00		
00057946	CASPER TIRE	\$150.00		
00057455	SUTHERLANDS	\$114.43		
00057699	BEARING BELT CHAIN	\$139.00		
00057932	HARBOR FREIGHT TOOLS	(\$6.60)		
00057898	CASPER TIRE	\$45.00		
00057913	CASPER TIRE	\$80.00		
00057853	GREAT PLAINS CLEANING	\$79.84		
00057930	HOSE & RUBBER SUPPLY	\$39.28		
00057891	CASPER TIRE	\$32.50		
		\$4,950.82	Subtotal for Dept.	Refuse Collection

Bills and Claims

City of Casper

03-May-17 to 16-May-17

P-CARD VENDORS

00057473	AMAZON	(\$16.99)	
00057588	ADVANCED HYDRAULIC	\$10.43	
00057565	THE UPS STORE	\$87.15	
00057783	USPS	\$98.00	
00057396	VERIZON WIRELESS	\$22.39	
00057855	ALBERTSONS	\$6.99	
00057525	SAMS CLUB	\$112.98	
00057430	QUALITY OFFICE SOLUTIONS	\$29.74	
00058066	NETWORK FLEET. INC.	\$37.90	
00057461	CMS MAGNETIC	\$736.53	
		\$1,125.12	Subtotal for Dept. Sewer
00057635	NATRONA COUNTY TAX DEPARTMENT	\$8,034.25	
00057584	GOVERNMENT TELLER NATRONA	\$200.05	
		\$8,234.30	Subtotal for Dept. Special Revenue
00057303	INDUSTRIAL DISTRIBUTORS	\$714.37	
00057545	BLOEDORN LUMBER CASPER	\$6.90	
00058066	NETWORK FLEET. INC.	\$571.03	
00057574	CASPER STAR TRIBUNE	\$492.20	
00057396	VERIZON WIRELESS	\$22.39	
00056902	WAL-MART	\$5.93	
00057910	MAXWELL PRODUCTS	\$20,700.89	
00057628	CASPER STAR TRIBUNE	\$187.16	
00057837	THE HOME DEPOT	\$10.34	
00057211	BEARING BELT CHAIN	\$23.95	
00057656	SUTHERLANDS	\$176.05	
00057186	LYLE SIGNS	\$317.47	
00057186	LYLE SIGNS	\$1,772.82	
00057176	VERIZON WIRELESS	\$61.96	
00058096	CASPER STAR TRIBUNE	\$495.36	
00057074	THE HOME DEPOT	\$59.97	
		\$25,618.79	Subtotal for Dept. Streets
00058024	GLOBAL HEAT TRANSFER	\$4,949.38	
00057825	FISHER SCIENTIFIC	\$202.98	
00058022	PARTMASTER	\$360.20	
00057384	ANIXTER	\$60.00	
00056914	MCMASTER-CARR	\$191.20	
00058053	NORTHROP BOILER WORKS	\$641.80	
00057728	CASPER WINNELSON	\$8.05	
00057847	ANIXTER	\$212.00	
00057876	USA BLUE BOOK	\$352.11	
00057918	NORTHROP BOILER WORKS	\$140.00	
00058071	DANA KEPNER CO.	\$1,472.64	
00057631	NORCO	\$44.19	
00057681	BLOEDORN LUMBER CASPER	\$10.59	
00057527	NORCO	\$33.25	
00057535	RESPOND FIRST AID	\$37.25	
00057695	NORCO	\$160.00	
00057564	NORCO	\$865.00	

Bills and Claims

City of Casper

03-May-17 to 16-May-17

P-CARD VENDORS

00057708	BAILEYS ACE HARDWARE	\$48.86	
00058012	CONOCO - HOMAX OIL SALES	\$45.26	
00058044	ALSCO INC.	\$479.52	
00058036	PACE ANALYTICAL SERVICE	\$120.00	
00057978	CRUM ELECTRIC SUPPLY	\$104.85	
00058035	NORCO	\$65.46	
00057945	FERGUSON	\$10.33	
00057617	STOTZ EQUIPMENT	\$3.06	
00057596	WW GRAINGER	\$117.12	
00057694	ENVIRONMENTAL EXPRESS	\$138.69	
00057997	URGENT CARE OF CASPER	\$80.00	
00057766	BELZONA ROCKY MOUNTAIN	\$78.00	
00057266	MICHAELS FENCE	\$114.80	
00057556	WW GRAINGER	\$245.57	
00057613	DIAMOND VOGEL PAINT	\$52.19	
00057581	BOBCAT OF CASPER	\$175.00	
00057396	VERIZON WIRELESS	\$44.77	
		\$11,664.12	Subtotal for Dept. Waste Water
00057813	GUNNERS METERS	\$1,870.00	
00057789	FINISH LINE SYSTEM	\$6,907.00	
00057803	MOUNTAIN STATES PIPE	\$6,161.65	
00057719	ENERGY LABORATORIES	\$257.00	
00057748	GLOBAL TEST SUPPLY	\$1,985.55	
00057543	CPU IIT - Credit	(\$9.99)	
00057555	ENERGY LABORATORIES	\$340.00	
00057923	AWWA.ORG	(\$75.05)	
00057430	QUALITY OFFICE SOLUTIONS	\$29.73	
00057497	CPU IIT	\$979.95	
00057487	ATLAS OFFICE PRODUCTS	\$167.70	
00057829	AWWA.ORG	\$75.00	
00057511	UNION WIRELESS	\$130.16	
00057350	BAILEYS ACE HARDWARE	\$63.00	
00057698	ENERGY LABORATORIES	\$75.00	
00057697	DANA KEPNER	\$174.00	
00057856	HARBOR FREIGHT TOOLS	\$27.95	
00057965	ENERGY LABORATORIES	\$340.00	
00057738	LARSON DATA COMPANY	\$2,157.00	
00057654	URGENT CARE OF CASPER	\$40.00	
00057396	VERIZON WIRELESS	\$71.04	
00057485	USPS	\$11.55	
00058056	GREAT PLAINS CLEANING	\$50.41	
00057869	ALL AMERICAN GASKET	\$827.54	
00057585	ENERGY LABORATORIES	\$50.00	
00058066	NETWORK FLEET. INC.	\$170.55	
00058025	CRUM ELECTRIC SUPPLY	\$32.41	
00058070	WYOMING ASSOCIATION	\$435.00	
00058069	MURDOCH'S RANCH & HOME	\$15.77	
00057404	HOSE & RUBBER SUPPLY	\$11.03	

Bills and Claims

City of Casper

03-May-17 to 16-May-17

P-CARD VENDORS

00057399 THE HOME DEPOT	\$173.97	
00058018 NORCO	\$10.13	
00058005 WATERWORKS INDUSTRIES	\$375.41	
00058002 CASPER CONTRACTORS SUPPLY	\$23.84	
00058052 WATERWORKS INDUSTRIES	\$22.65	
	\$23,976.95	Subtotal for Dept. Water
00057396 VERIZON WIRELESS	\$22.39	
00058049 ALSCO INC.	\$144.00	
00057690 UPS	\$121.27	
00057995 FERGUSON	\$39.50	
00057986 UNITED STATES WELDING	\$3,365.53	
00057936 WW GRAINGER	\$1,070.00	
00057713 ENERGY LABORATORIES	\$225.00	
00057994 WATERWORKS INDUSTRIES	\$508.57	
00057757 USPS	\$12.60	
00057760 FERGUSON ENTERPRISES	\$16.75	
00058033 EUROFINS EATON ANALYTICS	\$100.00	
00057618 ENERGY LABORATORIES	\$75.00	
00057807 HOSE & RUBBER SUPPLY	\$256.73	
00057842 ENERGY LABORATORIES	\$22.00	
00057850 MENARDS CASPER	\$7.78	
00057893 SUTHERLANDS	\$3.44	
00057901 DRYWALL SPECIALISTS	\$2,000.00	
00057902 NEWARK	\$21.84	
00057704 ENERGY LABORATORIES	\$75.00	
00057483 FERGUSON ENTERPRISES	\$166.70	
00057983 IDEXX DISTRIBUTION	\$1,113.67	
00057551 ENERGY LABORATORIES	\$225.00	
	\$9,592.77	Subtotal for Dept. Water Treatment Plant
00057723 TRACTOR SUPPLY	\$56.87	
00057067 VAN DIEST SUPPLY COMPANY	\$1,648.35	
00057233 INDUSTRIAL DISTRIBUTORS	\$174.40	
00057653 CPS DISTRIBUTORS	\$34.38	
00057458 BAILEYS ACE HARDWARE	\$17.48	
00057686 BAILEYS ACE HARDWARE	\$36.98	
00057482 MURDOCH'S RANCH & HOME	\$1,129.86	
00057493 BAILEYS ACE HARDWARE	\$7.99	
00057567 WARNE CHEMICAL	\$844.54	
00057885 INDUSTRIAL DISTRIBUTORS	\$198.22	
00057175 RESPOND FIRST AID	\$82.37	
00057882 THE HOME DEPOT	\$4.50	
00057036 THE HOME DEPOT	\$19.37	
00057651 WARNE CHEMICAL	\$21.44	
00057283 ALPINE MOTOR SPORTS	\$336.00	
00057346 WALMART	\$396.00	
00057213 MURDOCH'S RANCH & HOME	\$49.98	
00057715 HOSE & RUBBER SUPPLY	\$84.79	
00057575 WARNE CHEMICAL	\$12.78	

Bills and Claims

City of Casper

03-May-17 to 16-May-17

P-CARD VENDORS

00057277 STAPLES	\$37.98	
00057841 BAILEYS ACE HARDWARE	\$13.74	
	\$5,208.02	Subtotal for Dept. Weed And Pest
	\$262,281.98	Subtotal for Vendor

PEAK GEOSOLUTIONS/ SOLID WASTE PROFESSIONALS

2017.14 LANDFILL GAS COLLECTION	\$18,144.95	
2017.16 LANDFILL GAS COLLECTION	\$22,890.82	
	\$41,035.77	Subtotal for Dept. Balefill
	\$41,035.77	Subtotal for Vendor

PEPSI COLA OF CASPER

2199017397 PRODUCT	\$259.65	
	\$259.65	Subtotal for Dept. Ice Arena
	\$259.65	Subtotal for Vendor

POSTAL PROS SOUTHWEST INC

3643 UTILITY BILLING FEES	\$2,420.04	
3695 UTILITY BILLING FEES	\$5,315.03	
3657 UTILITY BILLING FEES	\$191.16	
	\$7,926.23	Subtotal for Dept. Finance
	\$7,926.23	Subtotal for Vendor

PRINTWORKS

11304 INSPECTIONS BOOKS	\$226.31	
11303 CASH RECEIPTS	\$346.47	
	\$572.78	Subtotal for Dept. Code Enforcement
	\$572.78	Subtotal for Vendor

RAFTELIS FINANCIAL CONSULTANTS INC

CAWY1702-02 SYSTEM INVESTMENT CHARGE	\$1,185.43	
	\$1,185.43	Subtotal for Dept. Sewer
CAWY1702-02 SYSTEM INVESTMENT CHARGE	\$1,185.43	
	\$1,185.43	Subtotal for Dept. Waste Water
CAWY1702-02 SYSTEM INVESTMENT CHARGE	\$1,805.34	
	\$1,805.34	Subtotal for Dept. Water
	\$4,176.20	Subtotal for Vendor

REBEL MCLEAN

RIN0027657 BOOT REIMBURSEMENT	\$73.79	
	\$73.79	Subtotal for Dept. Streets
	\$73.79	Subtotal for Vendor

RECYKLING INDUSTRIAL REPAIRS, INC

1120 LINER MATERIAL	\$10,000.00	
	\$10,000.00	Subtotal for Dept. Balefill
	\$10,000.00	Subtotal for Vendor

Bills and Claims

City of Casper

03-May-17 to 16-May-17

RESOURCE MGMT. CO, INC.

103102 TIRE DISPOSAL FEE	\$68.00	
103102 TIRE DISPOSAL FEE	\$22.50	
103102 TIRE DISPOSAL FEE	\$85.00	
103102 TIRE DISPOSAL FEE	\$57.50	
	\$233.00	Subtotal for Dept. Fleet Maintenance
	\$233.00	Subtotal for Vendor

REV3 ADVENTURE

CWY 1003 CAMECO COWBOY RACE	\$10,000.00	
	\$10,000.00	Subtotal for Dept. Council
	\$10,000.00	Subtotal for Vendor

RICHARD "ZAK" SZEKELY

RIN0027624 COURT APPOINTED ATTORNEY	\$521.00	
	\$521.00	Subtotal for Dept. Municipal Court
	\$521.00	Subtotal for Vendor

ROBERT WILLIS

RIN0027631 BOOT REIMBURSEMENT	\$75.00	
	\$75.00	Subtotal for Dept. Balefill
	\$75.00	Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP000169050417 ELECTRICITY	\$459.02	
AP00014905051717 ELECTRICITY	\$4,992.55	
	\$5,451.57	Subtotal for Dept. Aquatics
AP00016705051717 ELECTRICITY	\$3,813.06	
	\$3,813.06	Subtotal for Dept. Balefill
AP000168041817 ELECTRICITY	\$181.27	
	\$181.27	Subtotal for Dept. Buildings & Structures
AP00015005051717 ELECTRICITY	\$190.64	
	\$190.64	Subtotal for Dept. Cemetery
AP00015105051717 ELECTRICITY	\$25.72	
AP00015105051717 ELECTRICITY	\$3,814.88	
AP00015105051717 ELECTRICITY	\$969.94	
AP00015105051717 ELECTRICITY	\$794.45	
	\$5,604.99	Subtotal for Dept. City Hall
AP00015505051717 ELECTRICITY	\$2,798.09	
	\$2,798.09	Subtotal for Dept. Fire
AP00015405051717 ELECTRICITY	\$3,515.33	
	\$3,515.33	Subtotal for Dept. Fleet Maintenance
AP00015605051717 ELECTRICITY	\$628.21	
	\$628.21	Subtotal for Dept. Fort Caspar
AP000157050317 ELECTRICITY	\$5,401.94	
	\$5,401.94	Subtotal for Dept. Golf Course
AP000235050417 ELECTRICITY	\$403.94	
AP00015805051717 ELECTRICITY	\$6,214.18	

Bills and Claims

City of Casper

03-May-17 to 16-May-17

ROCKY MOUNTAIN POWER

	\$6,618.12	Subtotal for Dept.	Hogadon
AP00015905051717 ELECTRICITY	\$5,340.32		
	\$5,340.32	Subtotal for Dept.	Ice Arena
AP00016005051717 ELECTRICITY	\$850.81		
	\$850.81	Subtotal for Dept.	Metro Animal
AP000180050417 ELECTRICITY	\$2,737.34		
	\$2,737.34	Subtotal for Dept.	Parks
AP00016205051717 ELECTRICITY	\$278.72		
	\$278.72	Subtotal for Dept.	Police
AP00015205051717 ELECTRICITY	\$4,239.22		
	\$4,239.22	Subtotal for Dept.	Recreation
AP00016305051717 ELECTRICITY	\$449.81		
54730761-001 4 3 ELECTRICITY	\$30.73		
	\$480.54	Subtotal for Dept.	Sewer
AP000170050417 ELECTRICITY	\$67.30		
AP000164050117 ELECTRICITY	\$47,634.62		
	\$47,701.92	Subtotal for Dept.	Streets
AP000165050317 ELECTRICITY	\$21,153.76		
	\$21,153.76	Subtotal for Dept.	Water
	\$116,985.85	Subtotal for Vendor	

RUSTY R HALSEY

RIN0027629 TRAFFIC WRAP	\$200.00		
	\$200.00	Subtotal for Dept.	Parks
	\$200.00	Subtotal for Vendor	

SARA HARRIS

RIN0027614 BOOT REIMBURSEMENT	\$71.38		
	\$71.38	Subtotal for Dept.	Refuse Collection
	\$71.38	Subtotal for Vendor	

SCS AQUATERRA

RIN0027665 BALEFILL GAS COLLECTION	\$182,409.00		
RIN0027665 BALEFILL GAS COLLECTION	(\$0.50)		
	\$182,408.50	Subtotal for Dept.	Balefill
	\$182,408.50	Subtotal for Vendor	

SEAN INGLEDEW

2405 REIMBURSE TANKER ENDORSEMENT	\$20.00		
	\$20.00	Subtotal for Dept.	Sewer
	\$20.00	Subtotal for Vendor	

SEAN ORSZULAK

RIN0027655 TRAVEL EXPENSES	\$966.00		
	\$966.00	Subtotal for Dept.	Balefill
	\$966.00	Subtotal for Vendor	

Bills and Claims

City of Casper

03-May-17 to 16-May-17

SENIOR PATIENT ADVOCATES

2017-0291 SERVICES

\$450.00
\$450.00 Subtotal for Dept. Health Insurance
\$450.00 Subtotal for Vendor

SKYLINE RANCHES

RIN0027652 201 SEWER
RIN0027652 201 SEWER

(\$74.40)
\$744.04
\$669.64 Subtotal for Dept. Sewer

RIN0027652 201 SEWER

(\$238.89)
(\$238.89) Subtotal for Dept. Waste Water
\$430.75 Subtotal for Vendor

SMARSH, INC

INV00226326 EMAIL SERVICE FEES

\$1,817.50
\$1,817.50 Subtotal for Dept. Finance
\$1,817.50 Subtotal for Vendor

STANTEC CONSULTING SVCS INC.

1186961 NORTH PLATTE RIVER RESTORATION

\$4,553.50
\$4,553.50 Subtotal for Dept. Streets
\$4,553.50 Subtotal for Vendor

STAR LINE FEEDS

243846 PET FOOD

\$423.35
\$423.35 Subtotal for Dept. Metro Animal
\$423.35 Subtotal for Vendor

STONE RIVER MASONRY LLC

RIN0027642 SEWER INVESTMENT REFUND

\$285.00
\$285.00 Subtotal for Dept. Sewer

RIN0027642 201 INVESTMENT REFUND

\$500.00
\$500.00 Subtotal for Dept. Waste Water

RIN0027642 WATER METER REFUND

\$145.00

RIN0027642 WATER INVESTMENT REFUND

\$1,010.00

RIN0027642 REGIONAL WATER REFUND

\$600.00

\$1,755.00 Subtotal for Dept. Water

\$2,540.00 Subtotal for Vendor

STRATA

WY17182 COLUMBINE STREET IMPROVEMENTS

\$4,348.75
\$4,348.75 Subtotal for Dept. Streets
\$4,348.75 Subtotal for Vendor

STRATEGIC INSIGHTS, INC.

17PLAN-IT-091 LICENSE RENEWAL

\$2,925.00
\$2,925.00 Subtotal for Dept. Information Services
\$2,925.00 Subtotal for Vendor

Bills and Claims

City of Casper

03-May-17 to 16-May-17

SWI, LLC

RIN0027645 GATE IMPROVEMENTS	\$37,058.75	
RIN0027645 RETAINAGE	(\$1,211.50)	
1 RETAINAGE	(\$1,794.88)	
1 GATE IMPROVEMENT	\$17,948.75	
	\$52,001.12	Subtotal for Dept. Balefill
RIN0027638 WASHINGTON BALLFIELD	\$18,865.00	
	\$18,865.00	Subtotal for Dept. Parks
	\$70,866.12	Subtotal for Vendor

TERRACON

T904338 FACILITY AIR EMISSIONS	\$800.00	
	\$800.00	Subtotal for Dept. Balefill
	\$800.00	Subtotal for Vendor

TOBIAS ARMIJO

RIN0027649 BOOT REIMBURSEMENT	\$75.00	
	\$75.00	Subtotal for Dept. Streets
	\$75.00	Subtotal for Vendor

TUTTLE, MEGAN

0028619158 UTILITY REFUND	\$8.51	
	\$8.51	Subtotal for Dept. Water
	\$8.51	Subtotal for Vendor

TYLER S HALLOCK

RIN0027627 TRAFFIC WRAP	\$200.00	
	\$200.00	Subtotal for Dept. Parks
	\$200.00	Subtotal for Vendor

VIEWPOINT GOVERNMENT SOLUTIONS, INC.

2415 LICENSES	\$1,800.00	
	\$1,800.00	Subtotal for Dept. Code Enforcement
2415 LICENSES	\$450.00	
	\$450.00	Subtotal for Dept. Engineering
	\$2,250.00	Subtotal for Vendor

WALKER, MARK

0028619164 UTILITY REFUND	\$53.46	
	\$53.46	Subtotal for Dept. Water
	\$53.46	Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0027648 BOOSTER IRRIGATION	\$14.00	
	\$14.00	Subtotal for Dept. Water Treatment Plant
	\$14.00	Subtotal for Vendor

WASTE WATER TREATMENT

Bills and Claims

City of Casper

03-May-17 to 16-May-17

WASTE WATER TREATMENT

1276/151084 201 SEWER

\$274,420.55
\$274,420.55 Subtotal for Dept. Sewer
\$274,420.55 Subtotal for Vendor

WESTERN MEDICAL ASSOC., LLC

RIN0026864 PHYSICALS

\$3,150.00
\$3,150.00 Subtotal for Dept. Fire
\$3,150.00 Subtotal for Vendor

WESTERN PLAINS LANDSCAPING LLC.

RIN0027660 WASHINGTON PARK POOL RENOVATIO

\$50,000.00
\$50,000.00 Subtotal for Dept. Aquatics

RIN0027660 RETAINAGE

(\$106.41)
(\$106.41) Subtotal for Dept. Capital Projects - Aquatics
\$49,893.59 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

142020012 ROBERTSON ROAD TRAIL EXTENSION

\$239.36

142020012 ROBERTSON ROAD TRAIL EXTENSION

\$957.44

\$1,196.80 Subtotal for Dept. Parks

160580013 K STREET IMPROVEMENTS

\$122.47

\$122.47 Subtotal for Dept. Sewer

130130045 MIDWEST AVE RECONSTRUCTION

\$2,376.00

160580013 K STREET IMPROVEMENTS

\$1,749.63

160580013 K STREET IMPROVEMENTS

\$1,469.68

\$5,595.31 Subtotal for Dept. Streets

160080013 15TH & ELM STREET

\$198.00

160580013 K STREET IMPROVEMENTS

\$157.47

\$355.47 Subtotal for Dept. Water

\$7,270.05 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0027653 201 SEWER

(\$344.00)

RIN0027653 201 SEWER

\$3,440.00

\$3,096.00 Subtotal for Dept. Sewer

RIN0027653 201 SEWER

(\$759.25)

(\$759.25) Subtotal for Dept. Waste Water

\$2,336.75 Subtotal for Vendor

WILLOW ARROWHEAD NECKLACES

683046 ARROWHEAD NECKLACES

\$141.00

\$141.00 Subtotal for Dept. General - Fort Caspar

\$141.00 Subtotal for Vendor

WORLDWASH

3610 KITCHEN EXHAUST

\$550.00

\$550.00 Subtotal for Dept. Fire

Bills and Claims

City of Casper

03-May-17 to 16-May-17

WORLDWASH

\$550.00 Subtotal for Vendor

WY. DEPT. OF WORKFORCE SVCS.

RIN0027632 1ST QTR UNEMPLOYMENT	\$19.80	
RIN0027632 1ST QTR UNEMPLOYMENT	\$40.89	
	\$60.69	Subtotal for Dept. Aquatics
RIN0027632 1ST QTR UNEMPLOYMENT	\$1,036.69	
RIN0027632 1ST QTR UNEMPLOYMENT	\$6,798.25	
	\$7,834.94	Subtotal for Dept. Casper Events Center
RIN0027632 1ST QTR UNEMPLOYMENT	\$3,472.00	
	\$3,472.00	Subtotal for Dept. Cemetery
RIN0027632 1ST QTR UNEMPLOYMENT	\$756.46	
	\$756.46	Subtotal for Dept. Golf Course
RIN0027632 1ST QTR UNEMPLOYMENT	\$674.52	
	\$674.52	Subtotal for Dept. Hogadon
RIN0027632 1ST QTR UNEMPLOYMENT	\$525.00	
	\$525.00	Subtotal for Dept. Recreation
	\$13,323.61	Subtotal for Vendor

WYOMING EARTHMOVING CORPORATION

RIN0027630 LANDFILL LITTER FENCE	\$70,799.71	
RIN0027630 RETAINAGE	(\$1,049.85)	
	\$69,749.86	Subtotal for Dept. Balefill
	\$69,749.86	Subtotal for Vendor

Grand Total \$2,804,104.87

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 05/16/17

Payroll Disbursements

5/4/17	CITY PAYROLL	\$	1,013,301.46
5/4/17	BENEFITS & DEDUCTIONS	\$	160,205.12
5/9/17	FIRE PAYROLL	\$	160,844.80
5/9/17	BENEFITS & DEDUCTIONS	\$	28,276.34

Total Payroll \$ 1,362,627.72

Additional Fees

Total Fees \$ -

Additional AP

4/27/17	Prewrits - Utility Refunds & Travel Reimbursement	\$	754.61
5/2/17	Wire transfer to Global Spectrum - Ticket Funding	\$	12,192.00

Total Additional AP \$ 12,946.61

May 11, 2017

MEMO TO: Liz Becher, Interim City Manager *LB*

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

SUBJECT: Public Hearing and First Reading Ordinance for Dispensing Room Changes

Meeting Type & Date

Regular Council Meeting, May 16, 2017

Action Type

Public Hearing – First Reading Ordinance

Recommendation

That Council approve, on first reading, an Amendment to Liquor Licensing Laws in Chapter 5 of the Casper Municipal Code.

Summary

In 2017, the Wyoming State Legislature enacted many changes to the laws that govern liquor licensing for bars, restaurants, and similar establishments. One of the primary changes involved dispensing rooms. Until now, licensed facilities such as bars and restaurants needed to designate a specific “dispensing room” from which to pour alcohol.

The City of Casper’s municipal code has an extensive chapter of liquor law. Since this chapter was written to be compatible with state law, it is recommended that the municipal code be amended in order to remain consistent with the new state statutes. Due to current businesses that would need to consider alteration of design of constructing dispensing rooms, City staff recommends the following amendments be prioritized before other liquor law amendments.

Specifically:

1. 5.08.025 (C) (1) specifies that Microbreweries must dispense separately from the dining area. The proposed amendment would take this section out entirely.
2. 5.08.040 (A) specifies that liquor dealers must describe a dispensing room. The proposed amendment would change “dispensing room” to “licensed building.”
3. 5.08.070 (A) specifies that liquor dealers must designate a dispensing room or rooms. The proposed amendment would move to match the language of state law by applying the license to the entire building, rather than the room. This change would not apply to restaurants. This section also addresses Public Hearing advertising requirements. Liquor License applicants are currently required to advertise a license transfer at least four times in four consecutive weeks. This amendment will reduce the advertising requirements from four consecutive weeks down to two consecutive weeks.
4. 5.08.080 (E) specifies the requirements for Special Malt Beverage dispensing rooms and hours of operation. This amendment will remove all references to dispensing rooms and replace them with references to “licensed building.”

5. 05.08.100 (A) (3) specifies that anyone who does not own the building where the licensed room is located must hold a lease. The proposed amendment will change this to “the licensed building.”
6. 5.08.160 specifies the requirement for displaying the license in the licensed room. This amendment will change that requirement to be displayed in “the licensed building”.
7. 5.08.210 (B) specifies that a drive-in window cannot be more than forty feet from the licensed room. Package liquor stores will no longer have a licensed room, so this paragraph is being taken out entirely.
8. 5.08.280 (B) specifies that restaurants can only pour from within one room. This change will allow restaurants to have two dispensing rooms. It will also specify that restaurant employees may enter dispensing rooms provided that the employees are at least 18 years old.
9. 5.08.290 specifies that alcohol can only be poured from one or two rooms in any retail establishment, plus one area for packaged liquor sales. This is being changed so that the ordinance refers to the licensed building rather than the dispensing rooms.
10. 5.08.290 (J) The proposed amendment will change this to the licensed building. It will also restrict the licensed area to 21 year olds if the area is used primarily for off-premise sales unless accompanied by a parent or legal guardian that is at least 21 years old.
11. 5.08.310 specifies that six times a year the City Manager may issue a permit for a licensee to dispense in one alternative room in the same building. The proposed amendment will take this out entirely.
12. 5.08.320 specifies the hours of operation for licensed rooms. The proposed amendment will change this to “the licensed building”.
13. 5.08.350 specifies that no one under the age of 21 may enter a dispensing room unless they are accompanied by an adult; this applies to both customers and to employees. This will be taken out entirely as it is already addressed in 5.08.280.

These terms were generally discussed at a City Council work session on April 25th, 2017.

A notice was published in the Casper Star-Tribune for the public hearing and is being advertised on our website.

Financial Considerations

No financial consideration.

Oversight/Project Responsibility

Pete Meyers, Assistant Support Services Director

Attachments

Ordinance Amending Various Sections of Chapter 5 of the Casper Municipal Code



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 April 27th, 2017 and ended on May 17th, 2017 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mill-Scotch

Date: 05/09/2017

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

9th day of May, 2017

Heidi Rood
Notary



Provide to City of Casper Central Records

LEGAL NOTICE

The Casper City Council will hold a public hearing on Tuesday, May 16, 2017, at 6:00 p.m., in the City Council Chambers, located at 200 North David Street, Casper, Wyoming, to consider the following:

Consideration amending Chapter 5 of the Casper Municipal Code pertaining to changing the requirements for dispensing rooms, and creating requirements for licensed buildings, for various types of licensed liquor dealing establishments.

ATTEST:

CITY OF CASPER.
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

PUBLISH: May 3, 2017, and May 10, 2017

ORDINANCE NO. 9-17

AN ORDINANCE AMENDING CHAPTER 5 OF THE CASPER MUNICIPAL CODE TO CHANGE THE REQUIREMENTS FOR RESTAURANT DISPENSING ROOMS, REMOVE REFERENCES TO DISPENSING ROOMS FOR VARIOUS TYPES OF LICENSED LIQUOR ESTABLISHMENTS, AND TO APPLY REGULATIONS TO LICENSED BUILDINGS FOR ESTABLISHMENTS WITH RESTAURANT LIQUOR LICENSES, RETAIL LIQUOR LICENSES, RESORT LIQUOR LICENSES, LIMITED RETAIL LIQUOR LICENSES, BAR & GRILL LIQUOR LICENSES, PERMITTED MICROBREWERIES, AND PERMITTED SATELLITE WINERIES.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING, THAT THE CASPER MUNICIPAL CODE IS HEREBY AMENDED AS FOLLOWS:

SECTION 1:

Section 5.08.025(C)(1) is hereby repealed in its entirety.

1. REPEALED. ~~May provide a separate dining area in which the brewed malt beverage or manufactured wine may be dispensed which shall be separate from any dining area in which persons under the age of twenty one years are permitted to enter. The dining room in which the malt beverages or wines are dispensed shall not be considered the dispensing room for purposes of the restaurant liquor license;~~

SECTION 2:

Section 5.08.040(A) shall be amended to read as follows:

- A. The location and description of the ~~room~~ LICENSED BUILDING in which the applicant will sell under the license, if the building is in existence at the time of application. If the building is not in existence, the location and an architect's drawing or suitable plan of the ~~room~~ LICENSED BUILDING and premises to be licensed;

SECTION 3:

Section 5.08.070(A) shall be amended to read as follows:

- A. When an application for a license, special malt beverage permit, renewal, ~~expansion~~ or a transfer of location or ownership thereof has been filed with the city clerk, the clerk shall promptly prepare a notice of application, place the notice

conspicuously upon the premises shown by the application as the proposed place of sale, and publish the notice in a newspaper of local circulation once a week for ~~four~~ TWO consecutive weeks. The notice shall state that a named applicant has applied for a license, special malt beverage permit, renewal, expansion or transfer thereof, and that protests against the issuance, renewal, expansion or transfer of the license or special malt beverage permit will be heard at a designated meeting of the city council. Each applicant shall, at the time of filing his application, pay the clerk an amount sufficient to cover the costs of publishing notice. Notices may be substantially in the following form:

NOTICE OF APPLICATION FOR A _____

Notice is hereby given that on the _____ day of _____, 19_____, (name of applicant) filed an application for a _____ license (permit), in the office of the Clerk of the City of Casper for the following ~~described place (and room)~~ BUILDING (insert ~~description~~ ADDRESS) and protests, if any there be, against the issuance (transfer or renewal) of the license (permit) will be heard at the hour of _____ .m. on the _____ day of _____, 19_____, in the (meeting place of the governing body).

_____		_____
Dated		Signed
		City Clerk

SECTION 4:

Section 5.08.080(E) shall be amended to read as follows:

- E. The permit shall be subject to such rules and regulations as are established by the city council for the following:
 - 1. ~~The location of the dispensing rooms;~~
 - 2. ~~The furnishings and other features of the dispensing rooms; and~~
 - 3.1. The hours and days of operation of the ~~dispensing rooms~~ LICENSED BUILDING.

SECTION 5:

Section 5.08.100(A)(3) shall be amended to read as follows:

- 3. Any party who does not own the LICENSED building ~~in which the licensed room is located~~ or hold a written lease for a period for which the license will be effective, containing an agreement by the lessor that alcoholic liquor or malt beverages may be sold upon the leased premises, except as provided by subdivision 4 of this subsection;

SECTION 6:

Section 5.08.160 shall be amended to read as follows:

Each licensee shall display his license in a conspicuous place in the licensed ~~room~~ BUILDING.

SECTION 7:

Section 5.08.210 (B) shall be amended to read as follows:

- B. ~~REPEALED No part of the area used for orders, delivery and making payment shall be more than forty feet distant from the licensed room;~~

SECTION 8:

Section 5.08.280(B) shall be amended to read as follows:

Alcoholic liquor and malt beverages shall be dispensed and prepared for consumption in one ROOM, AND ONE (1) ADDITIONAL ROOM IF AUTHORIZED BY THE CITY COUNCIL ~~rooms~~ upon the licensed premises separated from the dining area in which alcoholic liquor and malt beverages may be served, and in the case of a golf course upon which a restaurant liquor license is operational, at dispensing areas on the premises of the golf course as provided by subsection E hereof. No consumption of alcoholic liquor or malt beverages shall be permitted within the dispensing room OR ROOMS, nor shall any person other than employees ~~over~~ WHO ARE AT LEAST ~~nineteen~~ EIGHTEEN YEARS of age be permitted to enter the A dispensing room. If a restaurant has a dispensing room separate from the dining area which is licensed prior to February 1, 1979, for purposes of alcoholic liquor or beverage sales and consumption, the restaurant may dispense alcoholic liquor or malt beverages in the separate dispensing room under a restaurant liquor license, and any person ~~over~~ WHO IS AT LEAST ~~nineteen~~ EIGHTEEN years of age is permitted to enter the separate dispensing room.

SECTION 9:

Section 5.08.290 shall be amended to read as follows:

- A. The principal place in which alcoholic liquor and malt beverages are sold under a retail liquor license shall be located in ~~one room~~ ONE BUILDING upon the premises for which the retail liquor license is issued and as approved by the licensing authority. ~~Upon payment of an additional license fee equal to two-thirds of the fee paid for the retail license, a licensee may have and maintain one additional dispensing room in the same building under the authority of the original license.~~
- B. Alcoholic beverages secured in the licensed ~~room~~ BUILDING by a server may be served only in the LICENSED building in which the licensed ~~room~~ is located, and in an immediately adjacent fenced or enclosed area as approved by the city council. This area shall not be in another building. ~~and shall be located on the licensed premises.~~

- C. ~~REPEALED—Only alcoholic and malt beverages, nonalcoholic beverages, food, tobacco and national alcoholic liquor and malt beverage promotional sales items sold to the licensee bearing the name and trademark of the national alcoholic liquor and malt beverage firm or company whose product the item is advertising may be sold and served in the licensed room—.~~
- D. No gambling shall be permitted in a ~~licensed room~~ LICENSED BUILDING ~~or dispensing room.~~
- E. Repealed.
- F. The retail licensee may separate the facility for the sale of alcoholic liquor and malt beverages for off-premises consumption from the facility used to serve customers for on-premises consumption ~~without payment of an additional fee.~~
- G. A separated facility for making sales for off-premises consumption shall ~~be located adjoining the facility for making sales for on-premises consumption. The two facilities~~ may be separated by a glass or other suitable partition when a connection doorway exists to permit persons to pass freely between the two facilities.
- H. THE Licensee, AN employee, or A licensed operator is to be PRESENT in THE licensed ~~room~~ BUILDING USED FOR THE SELLING OR DISPENSING OF MALT BEVERAGES OR ALCOHOLIC LIQUORS at all times during hours of operation.
- I. All licensees, OTHER THAN RESORT LICENSEES AND LIMITED RETAIL LICENSEES, are required to post signage on all exits from THE licensed ~~rooms~~ BUILDING stating:

"No alcohol beyond this point per open container ordinance 5.08.420."

ALL LICENSEES OF LIMITED RETAIL OR RESORT LIQUOR LICENSES SHALL POST SIGNAGE ON ALL DRIVEWAY AND PATHWAY EXITS FROM THE LEGAL BOUNDARY OF THE LOT OR LOTS UNDER THE OWNERSHIP OR LEASE BY THE LICENSEE STATING:

"NO ALCOHOL BEYOND THIS POINT PER OPEN CONTAINER ORDINANCE 5.08.420."

SECTION 10:

That a new paragraph J of Section 5.08.290 of the Casper Municipal Code shall be created to read as follows:

- J. NO PERSON UNDER THE AGE OF TWENTY-ONE (21) SHALL ENTER OR REMAIN IN AN ESTABLISHMENT THAT IS PRIMARILY FOR OFF-PREMISE SALES OF ALCOHOLIC LIQUOR OR MALT BEVERAGES UNLESS ACCOMPANIED BY A PARENT, SPOUSE OR LEGAL GUARDIAN WHO IS TWENTY-ONE (21) YEARS OF AGE OR OLDER.

SECTION 11:

Section 5.08.310 is hereby repealed in its entirety:

~~The city manager or his or her designee may issue a twenty-four-hour permit to any licensee authorizing the sale of alcoholic or malt beverages in one additional dispensing room in the same building licensed by the original license for a twenty-four-hour period only. No one licensee shall be issued more than six permits in any one-year period. The fee for the permit shall be twenty-five dollars.~~

SECTION 12:

Section 5.08.320 is hereby amended by removing the strike out words and replacing with language that is capitalized as follows:

A. All licensees except club licensees holding liquor licenses shall be controlled by the following schedule for operating hours:

1. On all days except Sunday, a licensee may COMMENCE THE SELLING, SERVING, OR DISPENSING OF ALCOHOLIC LIQUORS OR MALT BEVERAGES ~~open the dispensing room~~ at six a.m. and shall ~~close the dispensing room~~ and cease the sale of both alcoholic liquor and malt beverages promptly at the hour of two a.m. the following day. ~~and shall clear the dispensing room~~ ANY PORTION OF ANY BUILDING USED BY THE LICENSEE FOR THE SELLING, SERVING, DISPENSING, OR CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES SHALL BE CLEARED of all persons other than employees by two-thirty a.m. THE LICENSEE SHALL ENSURE THAT ALL CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES HAS CEASED BY TWO-THIRTY A.M. WITHIN ALL AREAS OF THE LICENSED BUILDING, OR IN THE CASE OF RESORT LICENSEES, WITHIN THE BOUNDARY OF THE LOT OR LOTS UNDER THE OWNERSHIP OR LEASE BY THE LICENSEE, OTHER THAN IN PRIVATE HOTEL OR MOTEL ROOMS; and
2. On Sundays, licensees may COMMENCE THE SELLING, SERVING, OR DISPENSING OF ALCOHOLIC LIQUORS OR MALT BEVERAGES ~~open the dispensing room between the hours of~~ AT ten a.m. ~~and ten p.m.~~ AND SHALL CEASE THE SALE OF ALCOHOLIC LIQUORS OR MALT BEVERAGES PROMPTLY BY THE HOUR OF TEN P.M. ~~and shall clear the dispensing room~~ ANY PORTION OF THE BUILDING USED BY THE LICENSEE FOR THE SELLING, SERVING, DISPENSING, OR CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES SHALL BE CLEARED of all persons other than employees by ten-thirty p.m. THE LICENSEE SHALL ENSURE THAT ALL CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES HAS CEASED BY TWO-THIRTY A.M. WITHIN ALL AREAS OF THE LICENSED BUILDING, OR IN THE CASE OF RESORT LICENSEES, WITHIN THE BOUNDARY OF THE LOT OR LOTS UNDER THE OWNERSHIP OR LEASE BY THE LICENSEE, OTHER THAN IN PRIVATE HOTEL OR MOTEL ROOMS.

However, on Sundays that occur on December 31st licensees may ~~close the dispensing room and cease the sale of~~ CONTINUE TO SELL, SERVE, OR DISPENSE both alcoholic liquor and malt beverages ~~promptly at~~ UNTIL the hour of two a.m. on January 1st. AT TWO-THIRTY A.M. ON JANUARY 1ST, ANY PORTION OF THE BUILDING USED BY THE LICENSEE FOR THE SELLING, SERVING, DISPENSING, OR CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES SHALL BE CLEARED ~~and shall clear the dispensing room~~ of all persons other than employees ~~by two-thirty a.m.~~ THE LICENSEE SHALL ENSURE THAT ALL CONSUMPTION OF ALCOHOLIC LIQUORS OR MALT BEVERAGES HAS CEASED BY TWO-THIRTY A.M. WITHIN ALL AREAS OF THE LICENSED BUILDING, OR IN THE CASE OF RESORT LICENSEES, WITHIN THE BOUNDARY OF THE LOT OR LOTS UNDER THE OWNERSHIP OR LEASE BY THE LICENSEE, OTHER THAN IN PRIVATE HOTEL OR MOTEL ROOMS.

- B. Clubs holding a limited retail liquor license may COMMENCE THE SELLING, SERVING, OR DISPENSING OF ALCOHOLIC LIQUORS OR MALT BEVERAGES ~~open~~ each day at nine a.m. and shall ~~close the dispensing room and~~ cease sales of alcoholic liquor and malt beverages promptly at the hour of two a.m. of the following day and shall clear the ~~dispensing room~~ LICENSED BUILDING of all persons other than employees by two-thirty a.m. Clubs holding a limited retail liquor license may remain open past two a.m. on the morning of January 1st.
- C. The hours of operating designated in subsection A of this section may be modified on no more than four days each calendar year by a resolution of the city council, designating those dates during city or county fairs, rodeos, pageants, jubilees, special holidays or similar public gatherings when all licensees may continuously operate their ~~dispensing rooms~~ LICENSED BUILDING, OR LICENSED RESORT OR CLUB PREMESIS for a period of twenty-four hours beginning at six a.m. on days other than Sunday, and beginning at ten a.m. on Sundays.

SECTION 13:

Section 5.08.350 is hereby repealed in its entirety.

- A. ~~No licensee or agent, employee or servant thereof shall knowingly permit any person under the age of twenty one to enter or remain in the licensed room or rooms where alcoholic liquor or malt beverages are dispensed. No person under the age of twenty one years shall enter or remain in the licensed room or rooms where alcoholic beverages are sold unless:~~
 - 1. ~~Accompanied by his or her parent or guardian who is at least twenty one years of age; and~~
 - 2. ~~The licensed room is for the sale of alcoholic or malt beverages for off premises consumption and separate from any licensed room for on premises consumption; and~~ OR
 - 3. ~~With the approval of the City Council, in a dining or waiting area with an adult not later than ten p.m. if the dining or waiting area is part of the licensed room.~~

~~B. When the licensed room or rooms are not open for the sale or dispensing of alcoholic liquor or malt beverages, employees of the licensee under the age of twenty-one may be permitted in the course of their employment to work in the room or rooms.~~

~~C. Any person violating subsection A of this section or aiding, abetting or inciting any violation thereof is guilty of a misdemeanor and upon conviction shall be punished by a fine of not less than one hundred fifty dollars for the first conviction. The person convicted of a subsequent violation of this section within twelve months, shall be punished by a fine of not less than three hundred fifty dollars nor more than seven hundred fifty dollars. The person convicted of a third violation of this section within twenty-four months shall be punished by a fine of not less than six hundred dollars nor more than seven hundred fifty dollars, plus not less than five days nor more than six months in jail.~~

SECTION 14:

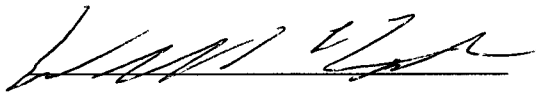
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1st reading the day of 2017

PASSED on 2nd reading the day of 2017

PASSED, APPROVED, AND ADOPTED on this day of ,
20 .

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

May 8, 2017

MEMO TO: Liz Becher, Interim City Manager *LB*

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

SUBJECT: Cancel Public Hearing for a New Restaurant Liquor License No. 34 for BrewStory, LLC, d.b.a Frontier Brewing Company, Located at 117 East 2nd Street.

Meeting Type & Date

Regular Council Meeting 05/16/2017

Action type

Cancel Public Hearing/Minute Action

Recommendation

That Council, by minute action, cancel the Public Hearing for a new Restaurant Liquor License No. 34 for BrewStory, LLC, d.b.a Frontier Brewing Company, Located at 117 East 2nd Street.

Summary

Originally, BrewStory, LLC, applied for both a Microbrewery and a Restaurant Liquor License. On May 1, 2017 City Staff received a request to remove the Restaurant Liquor License from the May 16, 2017 Public Hearing. BrewStory, LLC, plans on moving forward with only the Microbrewery Liquor License at the May 16, 2017 Public Hearing.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist, Support Services

Attachments

Letter requesting cancellation of Public Hearing for Restaurant Liquor License

BREWSTORY LLC

307-707-0654 todd@adbay.com PO Box 685, Casper WY 82602

May 1st, 2017

**Carla Mills-Laatsch
Licensing Specialist
City of Casper – Finance Division
Ph: 235.7568
Fax: 235.7575
200 North David Street
Casper, WY 82601**

RE: Frontier Brewing Company

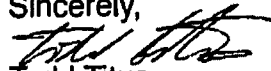
Dear Carla,

After careful consideration we have decided that we would like to withdraw our current restaurant liquor license application on behalf of BrewStory LLC, dba Frontier Brewing Company, effective immediately.

However, we are very much committed to continuing our plan to pursue the microbrewery liquor license and we are hopeful that this pending application will still be scheduled for public hearing on May 16th, 2017.

I appreciate your attention to this request, and I am happy to provide any additional information or address any questions you or city council may have.

Sincerely,



Todd Titus

**Member
BrewStory LLC (dba Frontier Brewing Company)**

May 8, 2017

MEMO TO: Liz Becher, Interim City Manager *LB*

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 Microbrewery Liquor License No. 4 for BrewStory, LLC, d.b.a Frontier Brewing Company, Located at 117 East 2nd Street.

Meeting Type & Date

Regular Council Meeting 05/16/2017

Action type

Public Hearing/Minute Action

Recommendation

That Council, by minute action, consider the application for a new Microbrewery Liquor License No. 4 for BrewStory, LLC, d.b.a Frontier Brewing Company, located at 117 East 2nd Street.

Summary

The City of Casper has received an application for a new Restaurant Liquor License No. 34 combined with a new Microbrewery Liquor License No. 4 for BrewStory, LLC, d.b.a Frontier Brewing Company, located at 117 East 2nd Street. This address is located in the old Wolford's Shoe building.

Originally, BrewStory, LLC applied for both a Microbrewery and a Restaurant Liquor License. On May 1, 2017 City Staff received a request to remove the Restaurant Liquor License from the May 16, 2017 Public Hearing. BrewStory, LLC plans on moving forward with only the Microbrewery Liquor License at the May 16, 2017 Public Hearing.

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

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist, Support Services

Attachments

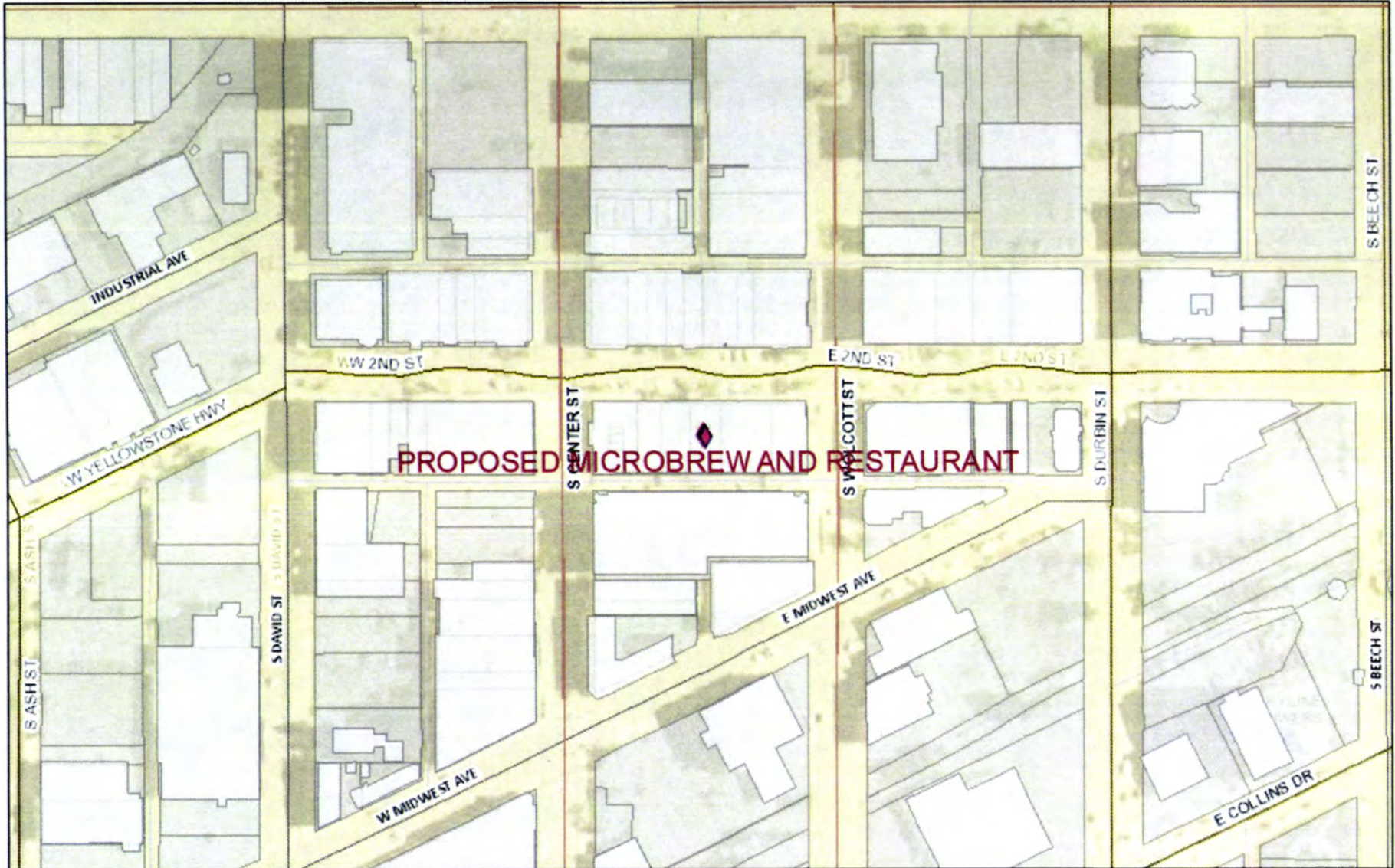
Map of location

Copy of Application

Affidavit of Website Publication

Letter requesting cancellation of Public Hearing for Restaurant Liquor License

FRONTIER BREWING COMPANY



March 23, 2017

City of Casper Licenses & Permits

- ◆ Liquor
- Buildings

Highway

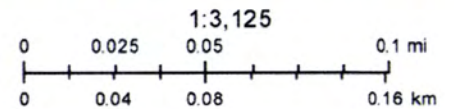
- Freeways & Expressways
- I-25
- State Highway

Arterial

- Minor Arterial Streets
- Other

Collector

- Collector Streets



Natrona County Assessor, NRGISC
City of Casper, Town of Bar Nunn, Town of Mills, Town of Evansville, Natrona

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City/Town or County Clerk:

Date Filed With Clerk: 03, 16, 2017

	Annual Fee	Prorated Fee
Basic Fee:	\$ _____	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected:	\$ _____	\$ _____
Publishing Fee Collected:	\$ _____	\$ _____

Publishing Direct Billed:

Advertising Dates (2 wks): 05, 3, 7, 14, 21, 2017

Hearing Date: 06, 06, 2017

LICENSE TERM: 06, 07, 2017
Month Day Year

Through: 03, 31, 2018
Month Day Year

A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110 Micro #4

Formerly Held by: _____

Applicant: Brew Story, LLC

Trade Name (dba): Frontier Brewing Company

Premise Address: 117 E 2nd Street
Number & Street

Casper WY 82601 Natrona
City State Zip County

Mailing Address: PO Box 685
Number & Street or P.O. Box

Casper WY 82602
City State Zip

Business Telephone Number: 307, 797-0654

Fax Number: 307, 232-0091

E-Mail Address: hadd e adbay.com

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.**

<p>FILING FOR</p> <p><input checked="" type="checkbox"/> NEW</p> <p><input type="checkbox"/> TRANSFER LOCATION</p> <p><input type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FILING IN (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF <u>Casper</u></p> <p><input type="checkbox"/> COUNTY OF _____</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> LLP</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p>RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> ON-PREMISE ONLY (BAR)</p> <p><input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)</p> <p><input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input checked="" type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> DISTILLERY SATELLITE</p> <p><input type="checkbox"/> WINERY SATELLITE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>WHEN DO YOU OPERATE?</p> <p><input type="checkbox"/> NON-OPERATIONAL/PARKED</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>Mon - Sunday</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>11a - 10p</u></p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i)

6' x 10' room on W wall of main level of building

(b) If Winery or Microbrewery, also list the manufacturing facility. (e.g. MFG: 10' X 12' room in SW portion of bldg.)

MFG: 8' x 12' brewing space in SW corner of main level of building

(c) Do you have an additional dispensing room? YES NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:

Lot size 2,581 sq/ft Tract: 200 Lot: 4 Built 1917

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

- (1) OWN the building in which sales room is located? YES (own)
- (2) LEASE the building in which sales room is located? YES (lease)

- (A) DATE lease expires 11/31/20 located on page 1 paragraph 1 of lease document.
- (B) Provision for SALE of alcoholic or malt beverages located on page 3 paragraph 4 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO
4. 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 therewith: _____
5. 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: Intent to acquire restaurant license
6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO
7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE:

8. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a) YES NO

RESORT LICENSE:

9. 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

MICROBREWERY LICENSE:

10. 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 WINERY
11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) YES NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) YES NO

WINERY LICENSE:

12. 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 WINERY

LIMITED RETAIL (CLUB) LICENSE:

13. **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

LIMITED RETAIL (CLUB) LICENSE:

14. **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

LIMITED RETAIL (CLUB) LICENSE:

15. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):

- (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 the local licensing authority and the Wyoming Liquor Division? 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?
(THE PETITION MUST BE ATTACHED TO APPLICATION) YES NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

LIMITED RETAIL (CLUB) LICENSE:

16. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):

- (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

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

Each individual or partner must complete this section.

If the applicant is filing as a Club:

Each officer must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	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"/>
				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.)

(b) 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 this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	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 checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Todd S. Titus						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Simon Hark						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.)

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 Matrona

Before Me, Lisa W Ganley, (specify)
(Printed name of Notary or other officer authorized to administer oaths)

Matrona a Notary Public, Officer authorized to administer oaths in and for
County, State of Wyoming, personally appeared

Todd Titus and Shawn Houck name ^{they} he/she being first duly sworn
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

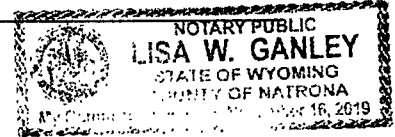
(Seal)

1. [Signature]
2. [Signature]
3. _____
4. _____

My Commission expires: 11/10/2019

Witness my hand and official seal:

Lisa W Ganley
(Notary Public or other officer authorized to administer oaths)



Title Notary Public

Dated: March 16, 2017

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Include a drawing of the dispensing room W.S. 12-5-201 (a).
- Attach any lease agreements W.S. 12-4-103 (a) (iii).
- Include a copy of the CURRENT food service permit for Restaurant or Bar & Grill Liquor License applicants W.S. 12-4-407 (a) or 12-4-413 (a).
- 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).

ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Accl:		



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 04/26/2017 and ended on 05/17/2017 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

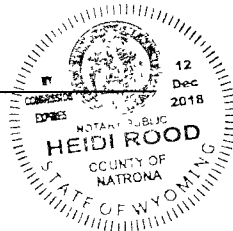
By: Carla Mills-Jacobs Date: 04/27/2017

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

27th day of April, 2017

Heidi Rood



Provide to City of Casper Central Records

BrewStory, LLC.

Notice is hereby given that on the 16th day of March, 2017, BrewStory, LLC., applied for a new Microbrewery Liquor License No. 4 in the office of the Clerk of the City of Casper, Wyoming for the following described place, 117 East 2nd Street, 6 x 10 foot room on west side 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 16th day of May, 2017 in the City Council Chambers at 200 North David.

Dated: 04/21/2017

BREWSTORY LLC

307-707-0654 todd@adbay.com PO Box 685, Casper WY 82602

May 1st, 2017

Carla Mills-Laatsch
Licensing Specialist
City of Casper – Finance Division
Ph: 235.7568
Fax: 235.7575
200 North David Street
Casper, WY 82601

RE: Frontier Brewing Company

Dear Carla,

After careful consideration we have decided that we would like to withdraw our current restaurant liquor license application on behalf of BrewStory LLC, dba Frontier Brewing Company, effective immediately.

However, we are very much committed to continuing our plan to pursue the microbrewery liquor license and we are hopeful that this pending application will still be scheduled for public hearing on May 16th, 2017.

I appreciate your attention to this request, and I am happy to provide any additional information or address any questions you or city council may have.

Sincerely,



Todd Titus

Member

BrewStory LLC (dba Frontier Brewing Company)

May 1, 2017

MEMO TO: Liz Becher, Interim City Manager *LP*

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 the consideration for the transfer of ownership and location from Retail Liquor License No. 7, Forward Development, LLC, d.b.a Forward Development, located at 441 Landmark Drive to Love Holdings, LLC, d.b.a Downtown Bar & Grill, located at 129 West 2nd Street.

Meeting Type & Date

Regular Council Meeting 05/16/2017

Action type

Public Hearing/Minute Action

Recommendation

That Council, by minute action, consider the transfer of ownership and location from Retail Liquor License No. 7, Forward Development, LLC, d.b.a Forward Development, located at 441 Landmark Drive to Love Holdings, LLC, d.b.a Downtown Bar & Grill, located at 129 West 2nd Street.

Summary

An application has been received for the transfer of ownership and location from Retail Liquor License No. 7, Forward Development, LLC, d.b.a Forward Development, located at 441 Landmark Drive to Love Holdings, LLC, d.b.a Downtown Bar & Grill, located at 129 West 2nd Street. This is the location that previously held Botticelli's Restaurant.

If approved, the applicant plans to open a bar and restaurant. The tentative open date is August of 2017.

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

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist, Support Services

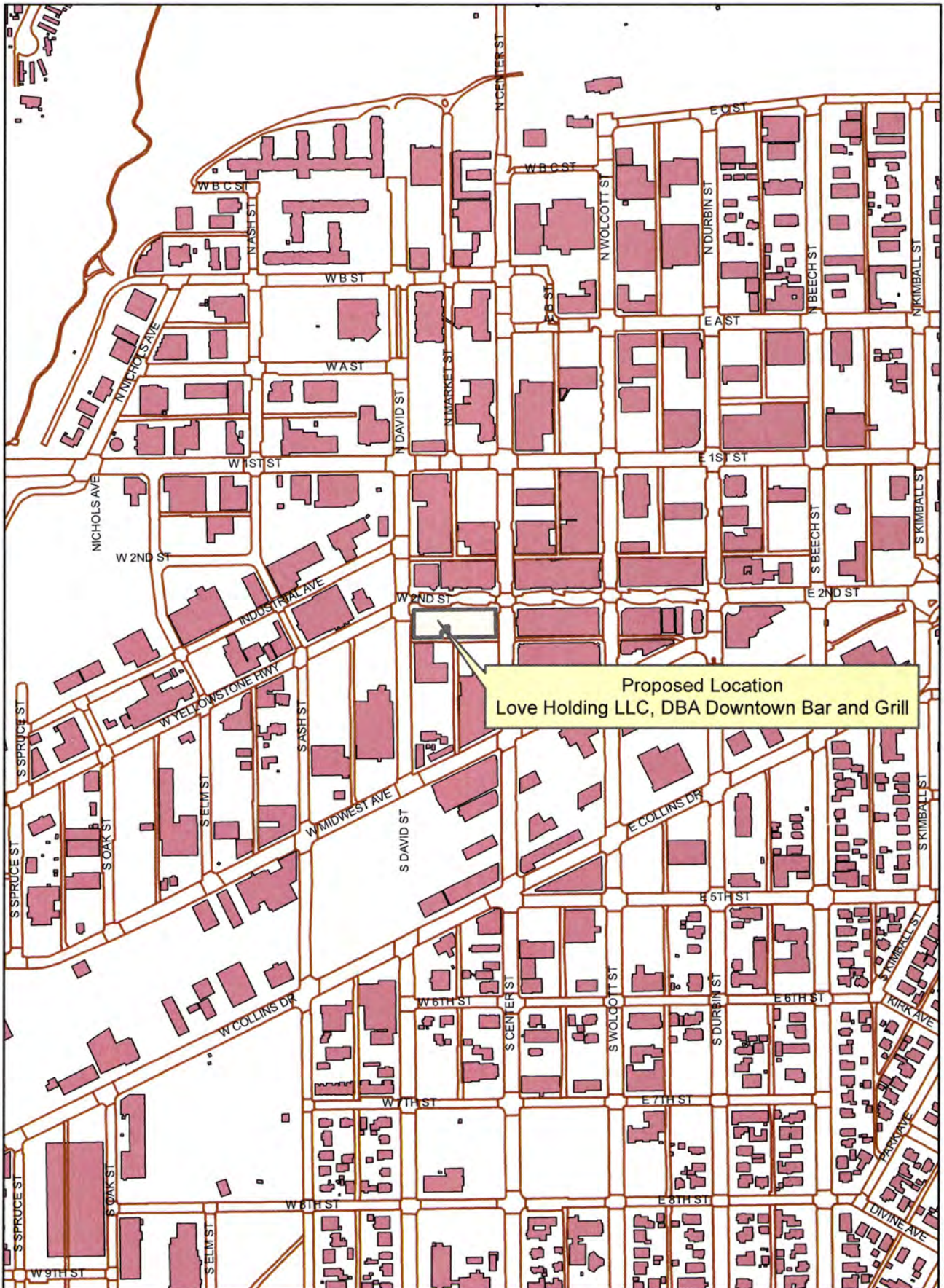
Attachments

Map of location

Copy of Application

Affidavit of Website publication

Proposed Liquor License Transfer
From Forward Development, LLC, DBA Forward Development, to Love Holdings LLC, DBA Downtown Bar and Grill



NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

PHB
3/18/2017

To be completed by the City/Town or County Clerk:

Date Filed With Clerk: 03, 09, 2017

	Annual Fee	Prorated Fee
Basic Fee:	\$ <u>150.00</u>	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ <u>160.00</u>	\$ _____
Total License Fee Collected:	\$ _____	\$ _____
Publishing Fee Collected:	\$ _____	\$ _____

Publishing Direct Billed:

Advertising Dates (Weeks): 4 (5/3, 5/7, 5/14 + 5/21, 2017)

Hearing Date: 06, 16, 2017

LICENSE TERM: 06 / 11 / 07, 2017
Month Day Year

Through: 03 / 31 / 2018
Month Day Year

A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Retail # 7

Formerly Held by: Forward Development, LLC

Applicant: Love Holdings, LLC

Trade Name (dba): Downtown Bar & Grill

Premise Address: 129 W. 2nd St.
Number & Street

Casper, WY 82601 WY 82601 Natrona
City State Zip County

Mailing Address: 4410 Wolf Creek Rd.
Number & Street or P.O. Box

Casper WY 82604
City State Zip

Business Telephone Number: (307) _____ 262-4181

Fax Number: () _____

E-Mail Address: lcercy@cercynvestments.com

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.**

FILING FOR	TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)	To Assist the Liquor Division with scheduling inspections:
<input type="checkbox"/> NEW <input checked="" type="checkbox"/> TRANSFER LOCATION <input checked="" type="checkbox"/> TRANSFER OWNERSHIP FILING IN (CHOOSE ONLY ONE) <input checked="" type="checkbox"/> CITY OF <u>Casper</u> <input checked="" type="checkbox"/> COUNTY OF _____ FILING AS (CHOOSE ONLY ONE) <input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION	RETAIL LIQUOR LICENSE <input type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input checked="" type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE) <input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL LIMITED RETAIL (CLUB) <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	WHEN DO YOU OPERATE? <input checked="" type="checkbox"/> NON-OPERATIONAL/PARKED <input type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from _____ to _____ DAYS OF WEEK (e.g. Mon through Sat) _____ HOURS OF OPERATION (e.g. 10a - 2a) _____

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
 (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i)
 Bldg is undergoing renovations with expected completion of August, 2017. Please find attached the proposed drawing of the 48' x 24' dispensing room in the SW portion of the bldg.

(b) If Winery or Microbrewery, also list the manufacturing facility. (e.g. MFG: 10' X 12' room in SW portion of bldg.)
 MFG: _____

(c) Do you have an additional dispensing room? YES NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
Lots 4 & 5, Block 2, City of Casper, Natrona County, WY, Zoned C3

2. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)
 (1) OWN the building in which sales room is located? YES (own)
 (2) LEASE the building in which sales room is located? YES (lease)
 (A) DATE lease expires 02/28/2022 located on page 2 paragraph 2 of lease document.
 (B) Provision for SALE of alcoholic or malt beverages located on page 2 paragraph 1 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO
4. 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 therewith: _____
5. 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: _____
6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO
7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE:

8. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a) YES NO

RESORT LICENSE:

9. 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

MICROBREWERY LICENSE:

10. 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 WINERY
11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) YES NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) YES NO

WINERY LICENSE:

12. 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 WINERY

LIMITED RETAIL (CLUB) LICENSE:

13. 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

LIMITED RETAIL (CLUB) LICENSE:

14. 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

LIMITED RETAIL (CLUB) LICENSE:

15. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):

- (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 the local licensing authority and the Wyoming Liquor Division? 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?
(THE PETITION MUST BE ATTACHED TO APPLICATION) YES NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

LIMITED RETAIL (CLUB) LICENSE:

16. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):

- (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

17. (a) If applicant is filing as an Individual or Partnership: W. S. 12-4-102 (a) (ii) & (iii)
Each individual or partner must complete this section.

If the applicant is filing as a Club:
Each officer must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	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"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>

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

(b) 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 this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	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 checked="" type="checkbox"/>
Tony Cercy						NO <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>

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

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.

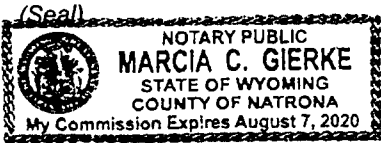
STATE OF WYOMING)

COUNTY OF Natrona SS.

Before Me, Marcia C. Gierke, (specify)
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for
Natrona County, State of Wyoming, personally appeared

Tony Jericy name he/she being first duly sworn
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.



1. [Signature]
2. _____
3. _____
4. _____

My Commission expires: Aug. 7, 2020

Witness my hand and official seal:
Marcia C. Gierke
(Notary Public or other officer authorized to administer oaths)
Title Notary Public

Dated: February 21, 2017

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Include a drawing of the dispensing room W.S. 12-5-201 (a).
- Attach any lease agreements W.S. 12-4-103 (a) (iii).
- Include a copy of the CURRENT food service permit for Restaurant or Bar & Grill Liquor License applicants W.S. 12-4-407 (a) or 12-4-413 (a).
- 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).

ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Accl.:		



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 04/26/2017 and ended on 05/17/2017 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casewy.gov) for the entire period referenced above.

By: Carla Mills Leatch

Date: 04/27/2017

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

27th day of April, 2017

Heidi Hood



Provide to City of Casper Central Records

Love Holdings, LLC.

Notice is hereby given that on the 9th day of March, 2017, Love Holdings, LLC., applied for a transfer of Retail Liquor License No. 7 in the office of the Clerk of the City of Casper, Wyoming for the following described place, 129 West 2nd Street, 48 x 24 foot room in south west portion 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 16th day of May, 2017 in the City Council Chambers at 200 North David.

Dated: 04/21/2017

ORDINANCE NO. 6-17

AN ORDINANCE AMENDING SECTION 17.94.100 OF THE CASPER MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS IN THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR STREET CORRIDOR (OYDSPC) FORM-BASED CODE.

WHEREAS, in June of 2008 the City Council adopted Chapter 17.94, the Old Yellowstone District and South Poplar Street Corridor (OYDSPC) Form-Based Code, which provides the regulatory framework for the redevelopment of a large portion of Casper's urban core; and,

WHEREAS, as the City has continually implemented the OYDSPC Form-Based Code since 2008, it has been necessary at times to amend the regulations in order to allow flexibility in design reviews of new and/or potential projects; and,

WHEREAS, the minimum/maximum off-street parking regulations found in the OYDSPC Form-Based Code, found in Section 17.94.100 of the Municipal Code, have become an impediment to the redevelopment of the area, and the City proposes to eliminate the current parking standards and adopt the C-3 (Central Business) zoning district parking standards in the Old Yellowstone District and South Poplar Street Corridor; and,

WHEREAS, both the Planning and Zoning Commission and the Old Yellowstone District and South Poplar Street Corridor Architectural Review Committee have reviewed and approved the proposed amendment to the OYDSPC Form-Based Code; and,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Section 17.94.100 of the Casper Municipal Code pertaining to parking regulations in the OYDSPC (Old Yellowstone District and South Poplar Street Corridor).

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

SECTION 1:

Section 17.94.100 is hereby amended as follows:

17.94.100 Parking regulations.

- A. Off-street Parking Dimensions. Refer to Casper Municipal Code Section 17.12.070.
- B. Specific Requirement. Unless specified, requirements listed represent the ~~maximum~~ MINIMUM number of parking spaces ~~allowed~~ REQUIRED.

Building Use	Parking Requirements
Bank	Minimum 0.60 spaces per 1,000 square feet.
Commercial Uses, Including Personal Services	Minimum 2.0 — maximum 3.0 parking spaces per 1,000 square feet of gross square feet leasable area. If under 1,000 square feet, a minimum of stalls shall be required.
Gas Station/Convenience	Minimum 1.0 space per 500 feet of gross floor area.
Hotel	Minimum 1.0 parking space per sleeping room, plus 1 space per employee on the smallest shift.
Office	Minimum 2.0 — maximum 2.9 spaces per 1,000 gross square feet building area.
Residential Stacked Flats, Courtyard, Mansion Apartment	Minimum 1.0 — maximum 2.0 parking spaces per dwelling unit.
Residential Tower	Minimum 0.80 — maximum 1.5 parking spaces per dwelling unit with .50 covered.
Residential — Rowhouse	Minimum 1.0 — maximum 2.0 spaces per dwelling unit with 1 covered.
Residential — 2 Flat Tandem	Minimum — maximum 4.0 parking spaces per dwelling unit.
Residential — Village Home	Minimum 1.0 — maximum 3.0 spaces per dwelling unit with 1 covered.
Residential — Senior/Active Adult	Minimum 0.5 — maximum 1.0 space per two sleeping rooms.
Restaurant/Nightclub	Minimum 7.0 — maximum 8.5 parking spaces per 1,000 gross square feet leasable area.

Building Use	Parking Requirements
Residential	1 parking space per dwelling unit.
Residential, condominium	1 parking space per dwelling unit.
Residential, high rise apartments	1 parking space per dwelling unit.
Residential, low/mid-rise apartments	1 parking space per dwelling unit.
Senior Citizen housing	1 parking space per dwelling unit.
Schools, senior high	0.25 parking space per student.
Schools, elementary and middle schools	0.19 parking space per the sum of the number of students plus the number of staff. On-street parking abutting the school grounds and any adjacent park land may be used to meet the off street parking required for the school.

SECTION 2:

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

PASSED on 1st reading the 18th day of April, 2017.

PASSED on 2nd reading the 2nd day of May, 2017.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

ORDINANCE NO. 7-17

AN ORDINANCE AMENDING SECTIONS 17.94.010 AND 17.94.030 OF THE CASPER MUNICIPAL CODE, PERTAINING TO THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR STREET CORRIDOR FORM-BASED CODE.

WHEREAS, in June of 2008, the City Council adopted the Form-Based Code for the area referred to as the Old Yellowstone District and South Poplar Street Corridor; and,

WHEREAS, the City has identified several areas of the Form-Based Code that need clarification; and,

WHEREAS, the Planning and Zoning Commission, the Old Yellowstone District Advisory Committee, and the Architectural Review Committee have recommended approval of the following amendments to the Form-Based Code; and,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Sections 17.94.010 and 17.94.030 of the Casper Municipal Code.

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

SECTION 1:

That Section 17.94.010 of the Casper Municipal Code is hereby amended to add the bolded and capitalized text, to read as follows:

17.94.010 - Purpose, intent and using the code.

The Old Yellowstone District and South Poplar Street Corridor form-based code regulating plan is intended to integrate urban design, building form, placement, use and design as a means for implementing the West Central and South Poplar Street Corridor Plan, dated September, 2007, as may be amended from time to time.

THIS FORM-BASED CODE IS ALSO INTENDED TO ENCOURAGE LAND USES THAT PROMOTE VIBRANT COMMERCE, SOCIAL INTERACTION, AND A WIDE VARIETY OF HOUSING TYPES, WHERE PEOPLE CAN LIVE, WORK, SHOP AND PLAY, ALL WITHIN PROXIMITY AND WALKING DISTANCE.

THE INTENDED GOAL OF THE FORM-BASED CODE IS TO CREATE A COMPLIMENTARY EXTENSION OF THE DOWNTOWN, WITH ITS OWN UNIQUE CHARACTER AND DESIGN, AND TO PROVIDE A FRAMEWORK FOR ACHIEVING THE DESIRED BUILT-FORM CHARACTERISTICS OF A DOWNTOWN, INCLUDING SIMILAR DENSITIES, BUILDING MATERIALS, BUILDING ORIENTATION, BUILDING HEIGHTS, ARCHITECTURE AND A DIVERSIFIED MIX OF COMPLIMENTARY AND INTERRELATED LAND USES.

The form-based code consists of a regulating plan, building envelope standards and design standards.

The code is comprised of five interrelated elements.

1. Zoning district narrative describing purpose, intent, applicability and design.
2. A regulating plan that describes the areas within the development project where specified building types may be located.
3. Building envelope and street standards that describe the allowable height, disposition and use for the specified building types and right-of-way, travel lane, center median, parking, terrace and/or sidewalk and alleyway width for the specified thoroughfares.
4. Design standards for guiding specific aspects of building and site design.
5. The regulating plan and building envelope and street standards apply to new facilities such as buildings, streets, parking lots, etc. The design standards apply to existing and new facilities.

A. Design Principles. The code is based on several fundamental design principles:

1. Mixing of uses vertically within structures and horizontally upon sites allows for greater market flexibility, sharing of support facilities such as parking, reducing the necessity for short vehicle trips while promoting walking and biking and leading to a more sustainable city.
2. Buildings should be placed close to the sidewalk and street to better define and enliven the public realm and economize resources such as land and utilities.
3. Building types that support multiple uses and are flexible or adaptable over time are preferable to highly specific, single-use typologies that may more easily become obsolete.
4. Increased density helps afford increased private and public realm amenities such as brick and stone building exteriors and streetscaping.
5. A more enhanced public realm with interconnected sidewalks, plazas, landscaped parkways and trails promotes and support social interaction and healthier living.

SECTION 2:

That Section 17.94.030 of the Casper Municipal Code is hereby amended to add the bolded and capitalized text, to remove the strikethrough text, and renumbered alphabetically as necessary, to read as follows:

17.94.030 - Prohibited uses.

A. Prohibited uses in the Old Yellowstone District and South Poplar Street corridor shall include the following:

1. "Agriculture" meaning food animals produced for consumption, pleasure animals raised for recreation, sale barns for the auction of food and/or pleasure animals, large gardens and orchards which produce food for consumption, and large farm equipment offered for sale, service and/or storage;
2. "Animal boarding center/animal shelter" meaning an establishment where animals are admitted solely for the purpose of overnight stays. Outside runs are prohibited. Establishments that provide day services with no overnight stays are permitted. Boarding is allowed only for medical purposes or treatment by licensed animal hospitals or clinics;
3. "Automobile-oriented sales or services," not existing as of the effective date of the Old Yellowstone District and South Poplar Street Corridor form-based zoning ordinance, meaning an area or structure used for the display, sale and/or service of automobiles, including cars, trucks, recreational vehicles, trailers, motorcycles or boats; and includes businesses that sell and/or install automobile accessories. Automobile-oriented sales or services shall include businesses such as vehicle dealerships, **VEHICLE CONSIGNMENT LOTS**, muffler shops, auto-detail shops, engine repair or rebuilding, collision repair, tire sales and service shops, paint shops, undercoating, window and glass replacement and tinting, alignment shops, upholstery shops, oil change and lubrication shops, brake shops, stereo and radio sales and/or installation, dismantling or salvage operations, towing businesses, and businesses that lease or rent vehicles;
4. "Car wash (~~stand-alone~~)" meaning a ~~freestanding~~ structure/**BUSINESS** where motor vehicles are washed, **WHETHER OR NOT IT IS ASSOCIATED WITH OR ACCESSORY TO ANOTHER BUSINESS**. ~~Car washes that are accessory to other principle uses are allowed;~~
5. "Commercial laundries" meaning establishments where clothes and linens can be washed and ironed in bulk quantities, typically for commercial or industrial uses; not for individual patronage, such as laundromats;

XX "CONSTRUCTION/CONTRACTOR SHOPS OR YARDS" MEANING A LOT OR STRUCTURE, THE PRINCIPAL USE OF WHICH IS TO PROVIDE OFFICES, VEHICLE AND EQUIPMENT STORAGE, CONSTRUCTION MATERIAL STORAGE, OR TOOL STORAGE FOR A CONSTRUCTION OR CONTRACTING BUSINESS. EXAMPLES ARE PLUMBING SHOPS, ELECTRICAL SHOPS, EXCAVATING BUSINESSES, MECHANICAL SHOPS, WELDING SHOPS, FABRICATION SHOPS, ELECTRICAL OR PLUMBING SUPPLY SHOPS, OR SIMILAR USES.

XX "CONVENIENCE ESTABLISHMENT, HIGH VOLUME" MEANING AN ESTABLISHMENT PRIMARILY DESIGNED FOR THE PURPOSE OF PROVIDING LEGALLY STORED VEHICLE ENGINE FUELS, KEROSENE OR MOTOR OIL, AND LUBRICANTS OR GREASE, ON A FULL- OR SELF-SERVICE BASIS TO THE TRAVELING PUBLIC AND/OR COMMERCIAL HAULERS.

XX "CONVENIENCE ESTABLISHMENT, MEDIUM VOLUME" MEANING AN ESTABLISHMENT IN WHICH THE PRIMARY BUSINESS IS SELLING GASOLINE/DIESEL FUEL AND GROCERY STORE RELATED PRODUCTS.

6. "Custodial care facility" meaning a public or privately operated facility providing custodial care for persons residing by court placement, or being held or detained awaiting trial or court placement, including, without limitation, correctional and post-correctional facilities, adult and/or juvenile detention facilities, reentry centers and correctional transitional housing. A custodial care facility shall not include "group homes," as defined in the municipal code;
7. "Emergency shelter" meaning a nonprofit facility that provides long-term or short-term living accommodations and/or care for individuals and families who have been displaced from their homes. "Care" is defined as room and board, and/or the provision of a program for counseling, therapy or social services;
8. "Heavy industrial" meaning facilities which conduct and support manufacturing, fabrication, storage of bulk materials, including both solid and liquid fuels, industrial painting, and storage of heavy equipment, **ASPHALT PLANTS, CONCRETE PLANTS, GYPSUM MANUFACTURING, REFINERIES, ROCK QUARRYING AND CRUSHING, BRICK/MASONRY YARDS, BULK PLANTS, FABRICATION PLANTS, FOUNDRY, FACTORIES OR MANUFACTURING PLANTS;**
9. "Industrial food or food processing facility" meaning an establishment where food goods or animals are processed into meat or food products, and includes slaughter, skinning, butchering, packaging, and freezing of the meat for commercial sale;
10. "Lumber yards/builder's supply yards" meaning a business operation that ~~solely~~ operates as a distribution or wholesale operation for the construction industry; ~~no retail component exists.~~ **IN WHICH** The physical yard is a storage location for storing lumber and construction materials;
11. "Manufactured home (mobile) park" meaning a parcel, or contiguous parcels of land, divided into spaces for rent or lease on which a manufactured home is to be permanently affixed;

XX "MANUFACTURED/MODULAR STRUCTURE SALES" MEANING A BUSINESS WHICH SELLS, DISPLAYS MANUFACTURES OR STORES MANUFACTURED OR MODULAR STRUCTURES.

12. "Motels" meaning a building, or series of connected rental units, providing a dwelling unit or overnight lodging for compensation. The physical structure has individual exterior entrances into each dwelling unit, with no common inside corridor;
13. "Off-premises signs" as defined in Section 17.08.010 of this code, not existing as of the effective date of the form-based zoning ordinance, meaning outdoor signs that are used to advertise the sale of goods and services, and/or promote social, commercial, political or religious messages;
14. "Pawn shop" meaning a commercial establishment where persons deposit goods, merchandise or other personal property in exchange for a monetary loan, or other compensation, and giving the creditor the right to sell the property if the debt is not paid;
15. "Recreational overnight park/recreational vehicle (RV) sales, service and storage lot" meaning a parcel of land intended for occupancy by recreational vehicles for transient dwelling purposes; and a parcel, or parcels, of land on which recreational vehicles will be displayed for sale, stored for service, or housed for seasonal use;
16. "Recycling center" meaning a structure or storage area whose primary use is where waste or scrap materials are stored, bought, sold, accumulated, exchanged, packaged, disassembled, or handled, including, but not limited to, scrap aluminum, paper, plastic and glass;

XX "SALVAGE YARD OR WRECKING YARD" MEANING AN ESTABLISHMENT OR LOCATION WHICH IS MAINTAINED OR USED FOR STORAGE, KEEPING, BUYING, OR SELLING OF WRECKED, SCRAPPED OR DISMANTLED MOTOR VEHICLES OR PARTS THEREOF, OR ANY VEHICLE STORAGE AREA IN WHICH ANY VEHICLE IS STORED FOR MORE THAN THIRTY (30) DAYS, REGARDLESS OF WHETHER SAID VEHICLE IS AWAITING REPAIR.

17. "Sexually-oriented businesses" as defined in Chapter 9.24 of this code;

XX "STORE, WHOLESALE" MEANS AN ESTABLISHMENT DEVOTED TO THE WHOLESALING OF GOODS AND GENERALLY INCLUDES LARGE AREAS DEVOTED TO STORAGE OR WAREHOUSING.

18. "Thrift shops" meaning commercial establishments which sell, trade, or dispense donated merchandise. "Consignment shops," meaning commercial establishments which pay a customer a percentage of sales on their consigned merchandise once it is sold, are permitted;
19. "Tower" meaning any ground, roof, or otherwise mounted pole, spire, structure or combination thereof that is fifteen feet or greater in height above the ground, including supporting lines, cables, wires, braces, masts or other structures, for the purpose of mounting an antenna, meteorological device, or cellular apparatus aboveground;

20. "Transportation depot" meaning a facility specifically designated for the storage, transfer, or boarding and unloading of material or persons such as a bus station, railroad station, etc. Transit stations for the local, public bus service are excluded;
21. "Truck/car stops" meaning establishments primarily designed for the purpose of providing stored vehicle engine fuels, kerosene or motor oil, and lubricants or grease, on a full- or self-service basis to semi-trucks, which may include similar services for automobile/truck stop facilities, restaurant facilities, and/or overnight sleeping facilities;
22. "Utility service center" meaning a facility, and/or lot, owned by a private or public entity which engages in the supply and distribution of water, gas, electrical, sewer, and communications products, and includes installation, repair and storage facilities;
23. "Warehouses, indoor and outdoor storage" meaning ~~single-use~~ facilities where goods, wares, and/or merchandise are deposited for storage or securing. In the case of "automobile services," vehicles awaiting repair or service are excluded, **PROVIDED NO VEHICLE AWAITING REPAIR OR SERVICE SHALL BE STORED ON A SITE FOR MORE THAN THIRTY (30) DAYS.**

SECTION 3:

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

PASSED ON 1st reading the 18th day of April, 2017,

PASSED ON 2nd reading the 2nd day of May, 2017,

PASSED, APPROVED, and ADOPTED on 3rd and final reading the _____ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

**C85 ADDITION
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 27 day of MARCH, 2017, by and between the following parties:

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

2. Cercy Properties, LLC, 4410 Wolf Creek Road, Casper, Wyoming 82604 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Lots 1-10, Block 11, North Burlington Addition, to create C85 Addition, comprising 0.7585-acres, more or less, and a rezoning of said property from C-2 (General Business) and R-3 (One to Four Unit Residential) to entirely C-2 (General Business), located at 739 North Center Street.
- C. A plat of the C85 Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

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

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the

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

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

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

- g. **No Third-Party Beneficiary Rights:** The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. **Severability:** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. **Notices:** Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Cercy Properties, LLC
Attn: Tony S. Cercy
4410 Wolf Creek Road
Casper, Wyoming 82604

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

- j. **Headings:** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. **Survival:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

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

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS:

OWNER
Cercy Properties, LLC

By: _____

By: *Tony Cercy* MGR.

Printed Name: _____

Printed Name: Tony Cercy

Title: _____

Title: MANAGER.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2017 by Kenyne Humphrey, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

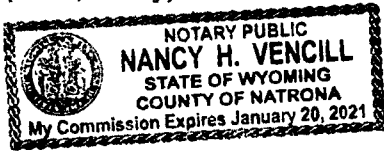
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 27th day of March, 2017 by Tony Cera as the Manager of Cercy Properties, LLC.

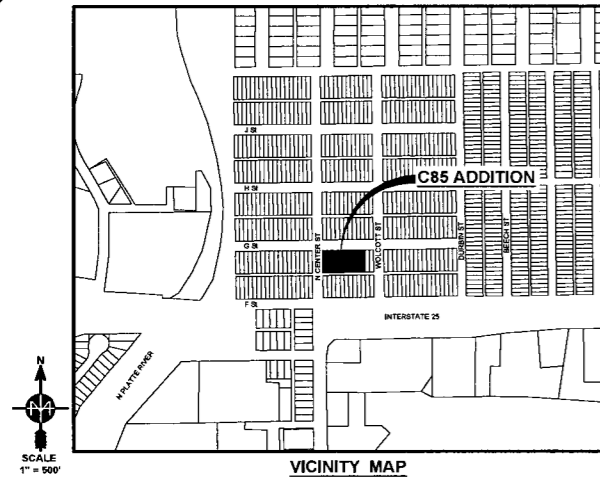
(Seal, if any)



Nancy H Vencill
(Signature of notarial officer)

Notary Public
Title (and Rank)

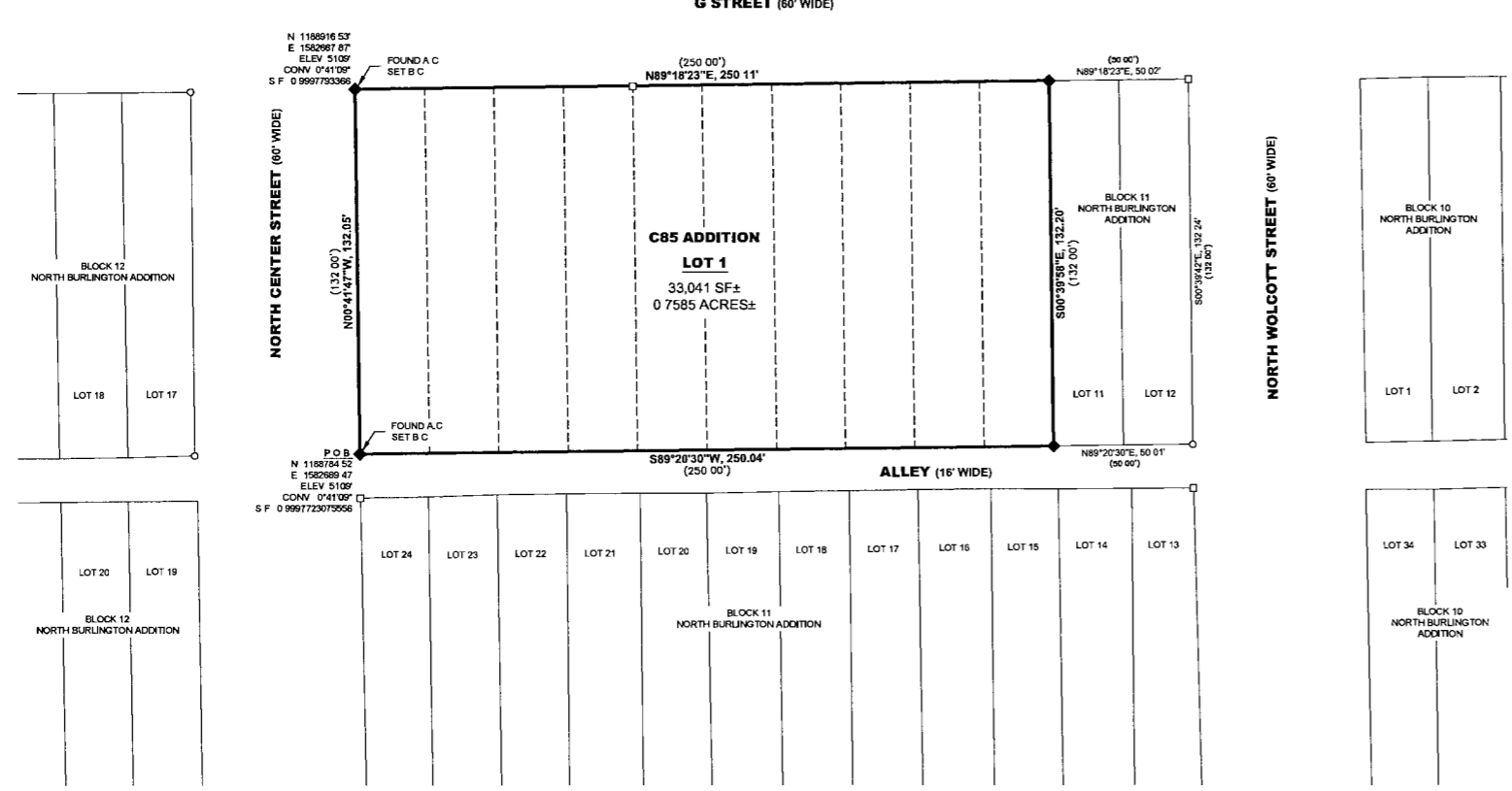
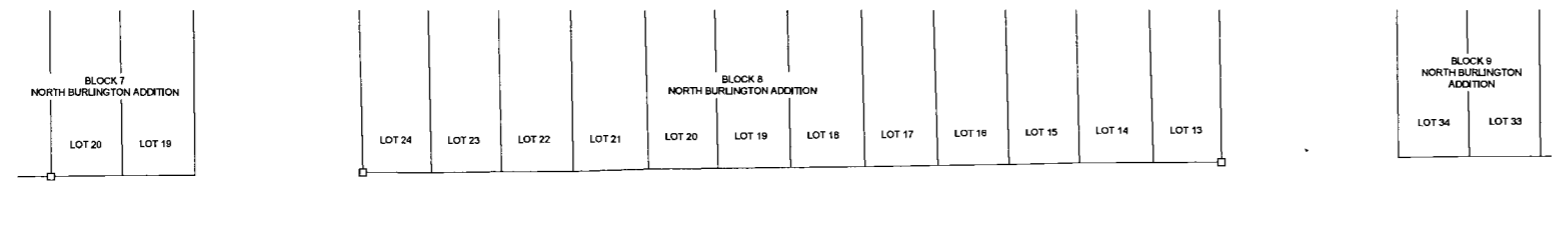
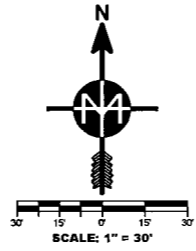
[My Commission Expires: 1.20.21]



VICINITY MAP
CITY OF CASPER, WYOMING

- NOTES**
- 1 BEARINGS AND COORDINATES ARE BASED ON THE CITY OF CASPER GIS DATUM (WYOMING STATE PLANE COORDINATES, EAST ZONE, NAD 1983/86) ELEVATIONS ARE NAVD88 AND NOT TO BE USED AS BENCHMARKS
 - 2 DISTANCES ARE GROUND, U.S. SURVEY FOOT (GROUND SCALE FACTOR = 1.0002277443)
 - 3 ERROR IN CLOSURE EXCEEDS 1:192,000

- LEGEND**
- FOUND ALUMINUM CAP
 - FOUND REBAR
 - ◆ SET 2 1/2" BRASS CAP, PLS 14558
 - PROPERTY LINE
 - - - ADJACENT PROPERTY LINE
 - - - LOT LINE TO BE VACATED
 - (250.00') RECORD DISTANCE
 - N89°18'23"E, 250.10' MEASURED BEARING & DISTANCE



VACATION AND REPLAT DEDICATION

THE UNDERSIGNED, TONY CERCY, MANAGER OF CERCY PROPERTIES, LLC, HEREBY CERTIFIES THAT HE IS THE OWNER AND PROPRIETOR OF THE FOREGOING VACATION AND REPLAT OF LOTS 1-10, BLOCK 11, NORTH BURLINGTON ADDITION, TO THE CITY OF CASPER, WYOMING, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE RECORDS OF NATRONA COUNTY, WYOMING BEING A SUBDIVISION OF PORTIONS OF THE SW1/4NE1/4 OF SECTION 4, T33N, R79W OF THE 6TH P.M., NATRONA COUNTY, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN ALUMINUM CAP MONUMENTING THE SOUTHWEST CORNER OF LOT 1, BLOCK 11, NORTH BURLINGTON ADDITION ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE RECORDS OF NATRONA COUNTY, WYOMING,

THENCE N00°41'47"W, 132.05 FEET ALONG THE LINE COMMON TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH CENTER STREET AND THE WESTERLY LINE OF SAID LOT 1 TO THE NORTHWEST CORNER THEREOF,

THENCE N89°18'23"E, 250.11 FEET ALONG THE LINE COMMON TO THE SOUTHERLY RIGHT-OF-WAY LINE OF G STREET AND THE NORTHERLY LINE OF LOTS 1-10, BLOCK 11, NORTH BURLINGTON ADDITION TO THE NORTHEAST CORNER OF SAID LOT 10,

THENCE S00°39'58"E, 132.20 FEET ALONG THE EASTERLY LINE OF SAID LOT 10 TO THE SOUTHEAST CORNER THEREOF,

THENCE S89°20'30"W, 250.04 FEET ALONG THE LINE COMMON TO THE SOUTHERLY LINE OF SAID LOTS 1-10, BLOCK 11, NORTH BURLINGTON ADDITION AND THE NORTHERLY RIGHT-OF-WAY LINE OF THE PLATTED ALLEY TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 0.7585 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, AND ENCUMBRANCES OF RECORD

THE VACATION AND REPLAT OF THE FOREGOING DESCRIBED LAND IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE ABOVE NAMED OWNERS AND PROPRIETORS. THE NAME OF SAID VACATION AND REPLAT SHALL BE KNOWN AS "C85 ADDITION". ALL ALLEYS AND STREETS AS SHOWN HEREON WERE PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

EXECUTED THIS _____ DAY OF _____, 2017

BY
TONY CERCY, MANAGER OF CERCY PROPERTIES, LLC

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017, BY TONY CERCY, MANAGER OF CERCY PROPERTIES, LLC.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

APPROVALS

APPROVED BY THE COMMUNITY PLANNING COMMISSION OF CASPER, WYOMING, THIS _____ DAY OF _____, 2017, AND FORWARDED TO THE CITY COUNCIL OF CASPER, WYOMING WITH THE RECOMMENDATION THAT SAID PLAT BE APPROVED

Chairman of the City of Casper Community Planning Commission _____ Attest Secretary _____

APPROVED BY THE CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY ORDINANCE NO. _____ DULY PASSED, ADOPTED AND APPROVED ON THIS _____ DAY OF _____, 2017

Mayor _____ Attest City Clerk _____

INSPECTED AND APPROVED ON THIS _____ DAY OF _____, 2017

INSPECTED AND APPROVED ON THIS _____ DAY OF _____, 2017

City Engineer _____ City Surveyor _____

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017, BY AARON L. MONEY, PLS

I, Aaron L. Money, a Registered Professional Land Surveyor in the State of Wyoming, License No. 14558, hereby state that this plat was prepared from notes taken during an actual survey made by me or others under my direct supervision in the month of February, 2017 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey. All boundary perimeter corners are well and accurately monumented as noted. All dimensions are expressed in feet and decimals thereof and courses referred to the true meridian. All being true and correct to the best of my knowledge and belief.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____



LAND SURVEYOR:



Money Land Surveying, LLC
340 W. B St., Suite 204
Casper, WY 82601
Phone: 307-377-2727

PROJECT COORDINATED BY:



307 215 7430 PO BOX 2117
info@westernhce.com Mills, WY 82644

PROJ. # 17WHC701 • REVIEWED BY: RLA

PREPARED FOR:



4410 Wolf Creek Road
Casper, WY 82064

**FINAL PLAT OF
"C85 ADDITION"**

TO THE CITY OF CASPER, WYOMING
A VACATION AND REPLAT OF LOTS 1-10, BLOCK 11 OF
NORTH BURLINGTON ADDITION TO THE CITY OF CASPER, WYOMING
A SUBDIVISION OF PORTIONS OF THE SW1/4NE1/4 OF SECTION 4,
T33N, R79W, 6th PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

ORDINANCE NO.8-17

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE C85 ADDITION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat Lots 1-10, Block 11, North Burlington Addition, to create C85 Addition, comprising 0.7585-acres, more or less; and,

WHEREAS an application has been made to rezone the C85 Addition from C-2 (General Business) and R-3 (One to Four Unit Residential) to entirely C-2 (General Business); and,

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

WHEREAS, this replatting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation, replat, subdivision agreement and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change, vacation, replat and subdivision agreement should be approved.

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

SECTION 1:

That the above described zone change is hereby approved.

SECTION 2:

The vacation, replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

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

PASSED on 1st reading the 18th day of April, 2017.

PASSED on 2nd reading the 2nd day of May, 2017.

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

APPROVED AS TO FORM:

Walter Trembly

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

April 27, 2017

MEMO TO: Liz Becher, Interim City Manager *lb*
FROM: William C. Luben, City Attorney *w.t. for WCL*
SUBJECT: Amendment of Section 2.04.060 of the Casper Municipal Code to Provide for Holiday Adjustment of Council Meeting Dates.

Meeting Type & Date Regular City Council Meeting on Tuesday, May 16, 2017, for first reading of the proposed ordinance amendment.

Action type Ordinance amendment.

Recommendation Pass the ordinance amendment to Section 2.04.060 of the Casper Municipal Code.

Summary The Fourth of July (July 4, 2017) is a regularly scheduled City Council Meeting. The current City Ordinance (Section 2.04.060) sets City Council meetings for the first and third Tuesdays of each month, but does not provide for cancelling or otherwise continuing a meeting that falls on a holiday to another date. The proposed ordinance amendment would specify the procedure for re-setting a meeting that falls on a holiday. This amendment further provides for the rescheduling of the regular Council meeting scheduled for Tuesday, July 4, 2017, to Wednesday, July 5, 2017, at 6:00 p.m. in the Council Chambers.

Financial Considerations None, no impact.

Oversight/Project Responsibility Not applicable. This amendment will simply specify the procedure for rescheduling Council meetings that fall on holidays.

Attachments Proposed ordinance amendment to Section 2.04.060 of the Casper Municipal Code.

ORDINANCE NO. 10-17

AN ORDINANCE AMENDING SECTION 2.04.060 OF
THE CASPER MUNICIPAL CODE PERTAINING TO
REGULAR MEETINGS OF THE CASPER CITY COUNCIL

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

Section 1:

That Section 2.04.060 - Regular Meetings, of the Casper Municipal Code shall be amended to
read as follows:

The regular meetings of the city council shall be held on the first and third Tuesday of
each month. IN THE EVENT ANY SUCH REGULAR MEETING FALLS ON A
HOLIDAY RECOGNIZED BY THE CITY, THE CITY COUNCIL MAY, BY
RESOLUTION, CANCEL AND RESCHEDULE SUCH MEETING TO A DIFFERENT
DATE AND TIME, WHICH RESOLUTION SHALL BE SPREAD ON THE MINUTES
OF THE COUNCIL PROCEEDINGS, AND PUBLISHED ONCE IN A NEWSPAPER
OF GENERAL CIRCULATION AS DEFINED IN SECTION 15-1-116 OF THE
WYOMING STATUTES.

Section 2:

FOR PURPOSES OF THE REGULAR CASPER CITY COUNCIL MEETING
SCHEDULED FOR JULY 4, 2017, THIS MEETING IS HEREBY RESCHEDULED TO
WEDNESDAY, JULY 5, 2017, AT 6:00 P.M. IN THE COUNCIL CHAMBERS
LOCATED IN CITY HALL AT 200 N. DAVID STREET, CASPER, WYOMING
82601.

Section 3:

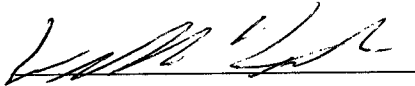
This ordinance shall become in full force and effect upon passage on three readings and
publication.

PASSED on first reading this ____ day of _____ 2017.

PASSED on second reading this ____ day of _____ 2017.

PASSED, APPROVED AND ADOPTED on third and final reading this _____ day of _____ 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

April 21, 2017

MEMO TO: Liz Becher, Interim City Manager *LB*

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

SUBJECT: Authorize a Collective Bargaining Agreement for 2017-2018 between the City of Casper and the Fire fighters Local Union 904, I.A.F.F., AFL-CIO.

Meeting Type & Date

Council Meeting
May 16, 2017

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Collective Bargaining Agreement for 2017-2018 between the City of Casper and the Fire fighters Local Union 904, I.A.F.F., AFL-CIO.

Summary

Wyoming State Statute 27-10-102 grants the fire fighters in any city, town or county the right to collective bargaining and representation by a bargaining agent (union). The current Collective Bargaining Agreement between the City of Casper and the Casper Fire-EMS Department and the Fire Fighters Local Union 904 will expire on June 30, 2017. After nearly one month of negotiations, the City of Casper and the Fire Fighters Local Union 904 have agreed to a one-year contract term which includes the following changes:

- Updates to pay and benefit references for accuracy, as well as minor corrections for clarification of ambiguous language throughout the Agreement.
- Pay changes that occur within a pay period will now take effect during the first day of the pay period. This is more efficient administratively and consistent with all other City of Casper employees.
- Fire personnel covered under the contract will be allowed to utilize accrued benefit time for any injury or disability (including those that qualify under the Fire fighter Presumptive Disability for Certain Diseases Act) regardless of any FMLA time period until the employee is able to return to full or light duty, is eligible for retirement, or qualifies for a disability pension. The Fire Chief will be able to request fitness for duty or other medical or physical examinations during any disability leave period.

This agreement will go in to effect July 1, 2017.

Financial Considerations

The implementation of pay changes on the first day of the pay period in which the change occurs may result in a slight increase to the Fire Personnel budget. There will be no other financial impacts.

Oversight/Project Responsibility

Contract negotiations were overseen by the City of Casper Management Team and Union Representatives as listed below.

City of Casper Management Team:

V.H. McDonald, City Manager

Kenneth King, Fire Chief

Tracey Belser, Assistant City Manager/Support Services Director

Zulima Lopez, Assistant Support Services Director – Human Resources & Risk Management

Cyndi Magee, Human Resources Supervisor

Union Representatives:

Justin Leinonen, Fire Captain, Union President

Lex Dyer, Fire Captain

Micah Rush, Fire fighter

Effective July 1, 2017 the Fire Fighters Local Union 904, Casper Fire/EMS Department, and Casper Human Resources Division will be responsible for adhering to the Collective Bargaining Agreement.

Attachments

Collective Bargaining Agreement for 2017-2018
Resolution

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF CASPER

and the

CASPER FIRE-EMS DEPARTMENT

and

FIRE FIGHTERS LOCAL UNION 904

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

2017-2018

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ARTICLE I
RECOGNITION

Section 1 - Recognition.

A. The City of Casper hereby recognizes that Fire Fighters Local 904 is the sole and exclusive representative for all the sworn employees, hereinafter referred to as "employee or "employees" of the Casper Fire-EMS Department (the "Department"), other than those excluded in this Collective Bargaining Agreement (the "Agreement"), for the purpose of collective bargaining with respect to wages, hours of work, and working conditions, except as specified in the remainder of this subsection.

The Union recognizes the Chief Officer (i.e., Fire Chief) and the Division Chiefs to be a part of Management. Management employees are not subject to the provisions of this union Agreement and fall directly under the City of Casper Personnel Rules and Regulations and/or individual employment contracts, as they currently exist, and as they may, from time to time, be amended.

B. The Union hereby recognizes that, when duly assigned by Council action, the City Manager and/or his authorized representatives are the sole and exclusive Bargaining Agents for the City Council of the City of Casper, Wyoming.

C. All Wyoming State Statutes that would apply to the terms and conditions of this Collective Bargaining Agreement, the Rules and Regulations of the Civil Service Commission of the City of Casper, Wyoming, as well as the City of Casper Personnel Rules and Regulations, as they are, from time to time amended, are incorporated into this Agreement by this reference.

Section 2 - General.

The City of Casper, hereinafter referred to as the "City," and the Fire Fighters Local 904, hereinafter referred to as the "Union," in order to increase general efficiency by the Fire-EMS Department, and to maintain the existing harmonious relationship between the City and its employees, and to promote the morale, rights, well-being, and sincerity of the Union and the City hereby agree as follows.

Section 3 - Non-Discrimination.

Basis: Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, or handicap.

Union Activity: Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, except as provided for in the Constitution and By-Laws of I.A.F.F. Local 904. There shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Union Responsibility: The Union recognizes its responsibility as bargaining agent and owes the same responsibility to all employees, whether Union members or not, in compliance with all applicable state statutes.

Gender: Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

ARTICLE II

DISPUTE RESOLUTION

Section 1 - Definition and Procedure.

Definition and Procedure: A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement, by the Union, or by the City involving the meaning, interpretation, or application of the express provisions of this Agreement or existing work rules.

Step One - Within twenty (20) calendar days of the party's knowledge of a grievable occurrence, the Union shall present in writing a statement of the grievance, the Agreement provision violated, and a description of the restitution desired to the Fire Chief. In the case of City grievances against the Union, the Fire Chief shall present the same to the Union President.

Within ten (10) calendar days, the Chief (or Union President) shall respond in writing.

Step Two - If the response of the Fire Chief is not considered satisfactory, the Union may within ten (10) calendar days appeal the Chief's decision to the City Manager. The City Manager shall respond within ten (10) calendar days.

Step Three - If the response of the City Manager or the Union President is not considered satisfactory, the Union or the City may, within five (5) calendar days, request in writing arbitration. If the parties cannot agree upon an arbitrator(s) within an additional ten (10) calendar days, the parties shall petition the District Court within ten (10) calendar days for the appointment of an arbitrator(s) in accordance with the provisions of the Uniform Arbitration Act.

Time limits may be extended upon mutual agreement.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from, the provisions of this Agreement. The arbitrator shall consider only the specific issues submitted in writing by the City and Union.

If notice is not given within the five (5) day period specified in Step 3, the right to arbitration shall be considered to be waived.

It is further agreed hereto that the City or the employees shall not enter into any court action or file any claim for any alleged grievance or violation of this Agreement until the provisions of the grievance procedure and the Uniform Arbitration Act have been followed.

The City and employees agree not to subject to the grievance procedure those matters relating to examination, suspension, reduction in grade, and/or discharge from the Fire Department which are appropriate for hearing and decision by the Civil Service Commission.

ARTICLE III

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1 - Rights of Management.

Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of Management, and the exercise of such rights or functions shall not be subject to the grievance procedure, except as to the resolution of whether or not a specific matter is a Management right. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes, but is not limited to:

1. The determination of Fire-EMS Department policy, including the right to manage the affairs of the Fire-EMS Department in all respects.
2. The right to assign working hours, including overtime.
3. The right to establish, modify, or change work schedules, manning of apparatus, and amount of apparatus in the main or reserve fleet.
4. The right to assign employees to other duties within the Fire-EMS Department when their apparatus is out of service.

5. The right to direct the members of the Fire-EMS Department, including the right to hire, promote, discipline, or transfer any employee.
6. The right to organize and reorganize the Fire-EMS Department in any manner it chooses, including the size of the Fire-EMS Department and the determination of job classifications and ranks based on duties assigned.
7. The determination of the safety, health, and property-protection measures provided by the Casper Fire-EMS Department for the citizens of Casper.
8. The selection, promotion, or transfer of employees to supervisory or other managerial or division assignments.
9. The allocation and assignment of work to employees within the Fire-EMS Department.
10. The determination of policy affecting selection or training of employees.
11. The scheduling of operations and determination of the number of hours of assigned duty per week.
12. The establishment, modification, and enforcement of Fire-EMS Department rules, regulations, and orders.
13. The transfer of work from one position to another within the classified service of the Fire-EMS Department.
14. The introduction of new, improved, or different methods and techniques of operation of the Fire-EMS Department or of changes in existing methods and techniques, so long as said methods and techniques or changes do not increase unreasonably the risk of injury or illness or any way threaten the safety of any member of the Fire-EMS Department.
15. The placing of service, maintenance, or other work with outside contractors or other agencies of the City.
16. The determination of the number of ranks and the number of employees within each rank.
17. The determination of the amount of supervision necessary.
18. The transfer of employees from one station to another.
19. The right to institute, continue, modify and/or discontinue, without any requirement to negotiate or otherwise receive the consent of the Union, a program

of assigning employees to work out-of-class on a temporary basis for training or other purposes. Such program may involve the payment of extra compensation to employees working out-of-class. The Union will be informed of program details in writing.

It is agreed that no conduct or action of the City or the Union hereunder shall be inconsistent with any provision of the Agreement, Personnel Rules and Regulations, Civil Service Rules and Regulations, and the Laws of Wyoming governing Fire Fighters, and the discretionary power invested in the City and the Fire Chief shall not be exercised in an arbitrary or capricious manner.

The exercise of such rights does not preclude employees or the Local from initiating a grievance as set forth in this Agreement for any alleged violation of this Agreement, Personnel Rules and Regulations, Civil Service Rules and Regulations, and the Laws of Wyoming governing Fire Fighters.

Section 2 - Probationary Period.

New employees shall be subject to a probationary period as established in State Law from the date of last hiring, and shall not become regular employees until after completion of said period. Probationary employees may be terminated at any time in the sole discretion of the City, without notice, and such termination shall not be subject to the grievance procedure. Upon satisfactory completion of the probationary period, the employee shall acquire seniority status from the date of last hire.

Section 3 - Performance Evaluation (Proficiency Rating).

The methods and procedures involved in performance evaluation shall be the responsibility and at the discretion of Management. Management shall be responsible for providing the fairest evaluation and techniques practicable. Fire-EMS Department supervisors shall be responsible for evaluating individuals as fairly as practicable.

Section 4 - Rules and Regulations.

The City shall have the right to make such reasonable directions, rules, and regulations as may be deemed necessary by the City for the conduct and management of the affairs of the City, and the Union agrees that the employees shall be bound by and obey said directions, rules, and regulations. The City agrees that no directions, rules, or regulations will be made which are in conflict with this Agreement. Employees shall promptly and efficiently execute the instructions and orders of those above them in the chain of command. If an employee or employees believe a direction, rule, regulation, instruction, or order of a supervisor is unreasonable or unjust, the employee or employees shall comply with the direction, rule, regulation, order, or instruction of the supervisor, but

with the further provision that such employee or employees may regard the direction, rule, regulation, order, or instruction as a grievance which shall be handled in accordance with the grievance procedures set forth in Article II, Section 1, of this Agreement.

Any rule or regulation not specifically addressed in this Agreement, but outlined in the Rules and Regulations of the Civil Service Commission of the City of Casper, Wyoming and the City of Casper Personnel Rules and Regulations, as from time to time amended, shall apply to the employees.

In the event that an employee or employees shall refuse to comply with a direction, rule, regulation, or shall refuse to execute promptly and efficiently an instruction or order of a supervisor, the City shall have the right, at its option, to suspend or discipline the offending employee or employees, subject to the Civil Service Rules and Regulations, and the laws of Wyoming governing Fire Fighters.

In the case of an administrative investigation conducted by Human Resources, Risk Management, the City Attorney's office or the Fire Chief and/or their respective designees, failure to answer questions regarding employment may result in disciplinary action up to and including termination. In that case and circumstance, the employee shall be advised by the person investigating the situation that nothing stated by the employee in the administrative investigation can be used against that employee in any subsequent criminal investigation pertaining to that employee.

ARTICLE IV

UNION RIGHTS, RESPONSIBILITIES AND BENEFITS

Section 1 - Responsibility.

Union Responsibility: The Union recognizes its responsibility as bargaining agent and owes the same responsibility to all employees, whether Union members or not, in compliance with all applicable state statutes.

Section 2 - Strikes.

The Union agrees that there shall be no strikes, slow-downs, stoppage of work, or any interference with the management of the Fire-EMS Department. The City agrees that there shall be no lock-out of Fire Fighters.

Union officials shall be responsible for taking affirmative steps to return employees to work or resume full services if a strike or slow-down occurs. Action by Union officials would include:

Prompt disavowal of such conduct by public announcement.

Posting of general notice in employees' meeting location explaining such disavowal; and

advising employees individually that such conduct is unlawful and prohibited by this Agreement.

The City shall have the right to discipline or discharge any employee encouraging or participating in a strike, slow-down, or other interference in accordance with this Agreement, the Personnel Rules and Regulations, Civil Service Rules and Regulations, and the laws of Wyoming governing Fire Fighters.

Section 3 - Wage Schedule

A. Effective July 2, 2015, employees will be paid according to the following:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SHIFT	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
Trainee	\$16.67				
Fire Fighter	\$17.67	\$18.56	\$19.48	\$20.47	\$21.47
Engineer	\$19.43	\$20.40	\$21.42	\$22.49	\$23.62
Captain	\$22.36	\$23.48	\$24.64	\$25.87	\$27.17
Battalion Chief	\$24.59	\$25.82	\$27.11	\$28.48	\$29.88
DAY					
Community Risk Reduction Officer I	\$28.05	\$29.45	\$30.91	\$32.47	\$34.10
Community Risk Reduction Officer II	\$32.27	\$33.87	\$35.57	\$37.35	\$39.21

Note: Promotions will result in no less than a 5% pay increase.

Comments: For the purposes of reporting annual gross pay to the Wyoming Retirement System on behalf of Fire "A" pension participants, annual gross pay is calculated by taking the Step 5 Fire Fighter hourly wage times 91 hours, plus one and one-half (1.5) times that hourly rate times 5 hours, and the total times 30.42 work periods per year.

*If a cost of living (COLA) increase or bonus is granted to other employees of the City within the term of this Agreement it shall be applied to employees covered by this Agreement without amending this Agreement.

An employee will advance to the next wage step on his/her next anniversary date. "Anniversary date" is defined as the date the employee in question was initially hired, unless the employee has been promoted, in which case the date of his last promotion is the anniversary date. Employees in wage Step 5 will not receive a step increase.

Receipt of a step increase is not an indication of satisfactory job proficiency or performance.

- B. The hourly rate set forth above will be the employee's straight time hourly rate. For the purpose of computing overtime, this rate will be multiplied by one and one-half.
- C. Pay Checks. Employees will be paid for ninety one (91) hours straight time, holiday pay if applicable, five (5) hours FLSA overtime, and call-backs as per Article IV, Section 4, every twelve (12) days. Employees will be paid the remainder of hours worked, no more than four (4) business days after the end of the 12-day work period.

Section 4 - Overtime.

Employees will be paid for actual hours worked. Employees will not automatically receive overtime pay unless they actually work their minimum scheduled hours. Disability leave taken will not count as hours worked for the purposes of calculating non guaranteed FLSA overtime except in the case of an emergency call back.

A. Call Back.

In keeping with the policy of the City to maintain an effective fire fighting force, it may be required for employees to work overtime on a shift basis. Rotating seniority overtime lists are established by the Department. Employees may be called in rotating order, when necessary, to fill positions.

1. Partial call back of twenty (20) hours or less will be administered by calling down the list, which begins with the least senior of the employees. A name is crossed off the list if: 1) the employee is unreachable, 2) he/she refuses the call back, or 3) he/she accepts the call back.

In the case of partial callbacks that are numerous and known well in advance, management may post a list of available partial callbacks and members may sign up for them.

A sign-up list will be posted and all personnel will be notified by email. For the first week employees may sign-up for a limited number of slots (determined by Battalion Chief). Multiple picks may be made in each round following the first week depending on the number of partial callbacks available until all slots are filled. Management will specify how many slots can be chosen for each round of picks. If the employee cannot make the scheduled callback, he/she will find a replacement, change the master list, and notify the on-duty Battalion Chief.

2. Full-time call back of twenty (20) hours or more will be administered by calling down the list, which begins with the least senior of the employees. A name is crossed off the list if: 1) the employee is unreachable, 2) he/she refuses the call back, or 3) he/she accepts the call back.
3. Exceptions: If, at the time of call back, an employee is participating in a department-sponsored required, or non-required, activity, he will not be crossed off the call back list. Department-sponsored activities include, but are not limited to the following:
 - a. Classes
 - b. Seminars
 - c. Conferences
 - d. Meetings
 - e. Testing processes
 - f. Scheduled time trades
 - g. Wildland assignments
 - h. FEMA assignments
 - i. In the event that an activity does not fit into any of the above categories, the Fire Chief, or the Fire Chief's designee, will make the final determination if the activity is department sponsored.

No employee shall be called for less than two (2) hours and shall be allowed one hour to report for duty after being contacted by pager, telephone or other direct means. Forwarding of employees assigned pagers will be allowed. Overtime pay shall be at one and one-half (1.5) times for each call back hour so worked. Employees held over for reasons of manpower other than emergencies shall receive overtime pay at one and one-half (1.5) times the employee's base rate for each hour so worked. Except in the case of emergencies and/or special operations, overtime pay on a holiday shall be at triple time.

B. Emergency Call Back and Special Operations.

Call back in the case of any emergency or special operations, including those occasions on holidays, shall be at one and one-half (1.5) times the employee's straight time hourly rate of pay.

C. Platoon Personnel

Platoon employees shall be paid at the rate of one and one-half (1.5) times the employee's hourly rate of pay for all hours worked in excess of ninety one (91) hours in a 12-day work period, except as provided in Paragraph "A" above.

D. Day Personnel.

Other employees of the Department not exempt under the terms of the Fair Labor Standards Act will be paid at the rate of one and one-half (1.5) times their basic hourly rate for all hours worked in excess of forty (40) hours in a seven (7) day work period.

E. Compensatory Time.

Compensatory time, at the rate of 1.5 times straight time, may be awarded in lieu of cash overtime for department-related work or education when that work or education must be completed outside the regularly scheduled work period.

Management reserves the right to cash-out compensatory time balances. Compensatory time can be used when the absence does not necessitate a call-back at the time it is scheduled. Compensatory time must be scheduled at a minimum of two (2) hours per use. Compensatory time may be scheduled with the on-duty Battalion Chief and/or Acting Battalion Chief starting at 0800 on the shift that it is to be used on a first come first serve basis. Management will make reasonable effort to permit the use of compensatory time as requested by the employee. Compensatory time may incur roving charges to the Fire-EMS Department at no penalty to the employee. The maximum accrual for compensatory time will be forty-eight (48) hours for shift personnel and forty (40) hours for day personnel.

Section 5 - Clothing Allowance.

The employee shall be responsible for reasonable care of his equipment and willful neglect shall be cause for disciplinary action. The clothing shall be worn during duty hours only, to and from work, community relations work, and Fire-EMS Department functions, and any deviation will be considered misuse of City property and may be subject to disciplinary action. The City shall provide for the normal care and maintenance of said equipment to insure that it be kept in good and safe condition.

All entry-level shift personnel shall be granted a uniform credit equal to the actual cost of three (3) work uniforms (3 shirts and 3 pair of trousers); one (1) pair of safety boots or safety shoes; s and, two (2) tee-shirts , and any other item required.* Uniforms are the property of the City of Casper and upon termination or resignation from the Fire-EMS Department, prior to completion of the probationary period, all clothing issued or paid for by the City of Casper shall be returned to the Department.

Upon permanent assignment, a dress uniform will be furnished consisting of the following:

- a. 1 dress cap;
- b. 1 dress coat;

- c. 1 pair dress trousers;
- d. rank and classification badges and insignia as required; and,
- e. dress shoes.

All shift personnel below the rank of Division Chief shall be granted annual uniform replacement credit equal to the actual cost of one (1) work uniform (one shirt and one pair of trousers); one (1) pair of safety boots or safety shoes; and, two (2) tee-shirts, and any other item required.* The credit can be used for the purchase or replacement of any item required to be worn by the uniform policy which is issued by the City. It can also be used for any approved optional item of clothing. The City shall provide for normal repair or replacement of the current allotment of clothing, except as provided in the first sentence of Article IV, Section 5. Repair and replacement of clothing purchased in prior Agreement years shall be the exclusive responsibility of the employee.

The uniform order will be provided to all employees no later than June 15. The employee order form will be completed and submitted by July 15 and the uniform items will be ordered no later than August 1.

All day personnel shall be allotted the amount of the annual uniform allowance and can either order from the uniform list or purchase civilian clothes and be reimbursed up to the same dollar amount allotted to each employee. The Union and Management may mutually agree on instances where exceptions are necessary.

All employees shall be provided a uniform jacket as needed.

* The above items, where appropriate, shall be Nomex or NFPA approved.

Section 6 - Hours of Work.

Platoon or Fire Protection Employees. It is agreed that the declared work period for such employees is twelve (12) days, and that they shall work in twenty-four (24) hour shifts, on a three (3) platoon basis as posted on the Fire Department bulletin board. The declaration is made pursuant to 29 USC Section 207(K) and 29 CFR Part 553.

1. The 48/96 shift schedule is a three-platoon system in which employees work two consecutive twenty-four hour shifts for a total of forty-eight (48) hours, and have ninety-six consecutive hours off. A typical work period is as follows:
X= work day, and O=day off: XXOOOOXXOOOOXXOOOO and so on.
2. A shift is defined as twenty-four (24) hours.

3. The maximum consecutive hours an employee can work will be ninety six (96). If an employee has reached his maximum hours worked they will not be removed from a callback list.
4. In the event a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work December 23rd will be reassigned to work on December 24th. The shift originally scheduled to work December 24th will be reassigned to work December 23rd.
 - a. In the event that this effects the hours of work in a work period, other reassignments shall be agreed upon by labor and management.
5. It is agreed that the declared work period for platoon employees is twelve (12) days.

Day Personnel. The normal work period shall consist of eight (8) hours per day, with five (5) days of work scheduled during a seven (7) day work period. Normally, the work days would be Monday through Friday. Work schedules shall be at the discretion of the Chief.

Platoon personnel. Employees required to travel from one work duty station to another and are notified before 08:00 shift exchange shall be paid fifteen (15) minutes to gather firefighting equipment and travel to new station. No travel time will be paid for travel required for employee shift exchange as in Section 19 – Shift Exchange.

Section 7 - Pension Payroll.

The City and the employees shall pay their proportionate share into the Firemen's Pension Fund, as required by the State Treasurer in accordance with State Law. The proportionate shares shall be calculated on the gross pay with each payroll processed.

The City contributes 12% of employee's compensation towards the Plan "B" retirement. If the state determines that the "B" pension has reached a level where it is no longer necessary to fund the plan at the 12% level, the City will make available to the individual employee the option of contributing the difference between the required State contribution and 12% to the State of Wyoming's Deferred Compensation plan. However, each employee must match the City's contribution to the State of Wyoming's Deferred Compensation plan dollar for dollar. (An example would be, if the State dropped the required City contribution from 12% to 10%, the City would contribute up to 2% to the State of Wyoming's Deferred Compensation plan contingent upon the individual employee contributing the same amount as the City, i.e. up to 2%). The City has no further obligation if the employee does not participate by matching the dollar amount.

The State of Wyoming's Deferred Compensation plan is designated for all employees covered by this Collective Bargaining Agreement who opt to participate in the City sponsored Deferred Compensation plan.

Section 8 - Health, Dental and Life Insurance.

Health insurance costs, which include major medical and dental coverage, are to be shared by the employee and the City. Employees will enjoy the same health insurance benefits and pay the same premiums as all other regular full-time City employees. Premiums may be adjusted by the City from time to time.

The Casper Fire-EMS Department will be provided up to two (2) representatives on the City's Health Plan Design Committee.

Life insurance shall be maintained by the City at a level equivalent to the employee's annual salary to a maximum of \$50,000.

Employees retiring after the effective date of the 1997-98 Collective Bargaining Agreement, and their dependents, shall enjoy the same health insurance benefits and pay the same premiums as all other City retirees. "Retirement" shall mean separation from the City as an Employee upon terms that entitle the employee to receive a service or disability pension under Article 2 or 4, Chapter 5, Title 15, of the Wyoming State Statutes, as amended.

A Retirement Health Savings (RHS) Plan with the International City Management Association Retirement Corporation (ICMA-RC) shall be provided to all employees covered by this Collective Bargaining agreement. Such Plan shall have a direct mandatory Employer contribution of \$500 each plan year per employee, and a direct mandatory contribution of \$500 per Employee covered by this Collective Bargaining agreement each Plan year. This benefit is dependent on mandatory enrollment of all employees covered by this Collective Bargaining agreement. A participant who separates from the service of the Employer prior to retirement will be eligible to receive benefits immediately upon separation from service.

Nothing herein shall be construed to limit any rights of the parties under law to negotiate an alternative health and dental insurance plan.

Section 9 - Vacation.

Platoon Personnel:

Definitions:

Shift: A "shift" equals twenty-four (24) hours.

Partial Vacation Shift: Partial vacation shifts are only available in 12-hour increments limited to blocks beginning at 0800 and 2000.

Anniversary Date: In reference to the vacation selection process, an employee's anniversary date shall be the date of hiring.

Pick: A "pick" is defined as consecutive duty cycle(s) (tours), or a partial or a single shift.

Full Duty Cycle or tour: A “full duty cycle or tour” is defined as 2 consecutive regularly scheduled 24 hr shifts.

Accrual and Balances:

Platoon Personnel:

Effective July 1, 2012, the vacation accrual shall be as follows:

- A. Service of less than 5 years – 8 shifts (6.31 hours / 12-day pay period)
- B. Service of 5 or more, but less than 10 years – 9 shifts (7.10 hours / 12-day pay period)
- C. Service of 10 or more, but less than 15 years – 12 shifts (9.47 hours / 12-day pay period)
- D. Service of 15 or more, but less than 20 years – 13 shifts (10.26 hours / 12-day pay period)
- E. Service of 20 or more – 14 shifts (11.05 hours / 12-day pay period)

All platoon personnel may have, up to, a maximum of three hundred sixty nine (369) vacation hours in their vacation bank.

Vacation Selection Process:

The vacation list shall be issued no later than November 1 of each year. Vacations shall be selected by December 31 of each year for the following year. Vacation shall be selected on a rotating seniority basis. Vacation picks can be chosen or floated during rotating seniority picks. Vacation leave shall be maintained with a positive balance after December 31, 2014, unless written approval is granted by the Fire-EMS Chief.

Prior to January 1st, no more than three (3) persons can be scheduled on vacation on any given shift. Two of the three vacation slots are reserved for full duty cycle (tour) vacations until January 1. A third vacation slot is available for full tour, single, or partial shifts. A single vacation period may not exceed a consecutive twelve (12)-shift period.

Examples:

Correct selections prior to January 1st:

July 3-4	Jones, White, Johnson (4)
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July 3-4	Jones, White, Johnson
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Incorrect selections prior to January 1st:

July 3-4	Jones, White(4), Johnson (4)
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July 3-4	Jones, White(3), Johnson (4)
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Two of the three vacation slots are reserved for full duty cycle (tour) vacations until January 1. Therefore, in this example Johnson could not schedule a single or partial shift during the selection process as White had already selected a single shift during the tour.

Floating Shifts:

Floating shifts may be chosen first come first serve after January 1st and may be used in any open vacation slot. Floating shifts may be taken as full shifts, or as partial (12-hour) shifts. Vacation slots must be picked by 7:00 a.m. of the day chosen.

A fourth floating vacation slot is available after January 1st only when scheduled staffing is such that a fourth vacation slot will not cause a drop below minimum staffing levels. An employee using a fourth vacation slot must provide a standby to cover the vacation shift in the event said vacation shift would cause a call back. The standby must be available until 0700 of the shift taken.

Floating shifts used for the purpose of time trades will not result in any additional expense to the City (i.e., you must have a standby in the event the shift is in a call back situation).

The Chief Officer may allow reselection in the event vacation slots become available after December 31. Vacation hours may be used in the event of an emergency with the approval of the on-duty Battalion Chief. Only in this use can vacation be taken in increments other than 12 or 24 hours.

Holidays:

If a shift employee is on vacation, and his/hers assigned platoon works a holiday, he/her shall be granted another shift of vacation, but said employee shall not be eligible to receive compensation for such holiday at double time. If an employee chooses to take holiday shift on a holiday, no extra time shall be granted, nor shall the employee be paid double time for such a day of vacation.

Day Personnel:

Effective July 1, 2010, the vacation shall be as follows:

- A. Service less than nine years - 14 business days (4.31 hours per bi-weekly pay period);

- B. Nine years, but less than fifteen – 20 business days (6.15 hours per bi-weekly pay period); and,
- C. Fifteen years, but less than twenty - 24 business days (7.38 hours per bi-weekly pay period).
- D. Twenty years or more – 25 business days (7.69 hours per bi-weekly pay period).

A business "day" equals eight (8) hours.

In reference to the vacation selection process, an employee’s anniversary date shall be the date of hiring. Vacation time shall be taken when such time does not impair the operational needs of the Casper Fire-EMS Department and notice shall be given to the employee’s supervisor prior to the requested vacation time.

Day personnel will have a maximum accrual limit of two hundred twenty (220) hours. Vacation balances shall not be negative.

Upon separation of employment with the City of Casper, up to a maximum of three hundred sixty nine (369) hours of the employee’s accrued vacation time shall be paid to him/her in accordance with the hourly rate the employee was receiving at the time of separation from service. Any vacation balance in excess of three hundred sixty nine (369) hours shall not be compensated to the employee by the City of Casper. In the event of death of an employee all of the employee’s accrued vacation time, at the time of death, shall be paid to his/her estate in accordance with the hourly rate the employee was receiving at the time of his/her death.

Section 10 - Holidays.

All shift personnel whose duty cycle begins at 8:00 a.m. on any of the following listed dates shall be compensated for such work at two (2) times their base pay, provided, however, they actually work such duty cycle on the actual day of the holiday.

2017

- July 4
- September 4
- October 9
- November 10
- November 23
- November 24
- December 25

2018

- January 1
- February 19
- May 28

In the event the City of Casper grants any City employees more than ten (10) holidays annually, employees shall be granted such additional holiday or holidays nearest to Christmas Eve or New Year's Eve

Platoon employees who work on any of the above dates shall be compensated as above. Day personnel shall observe the holiday recognized by general City employees for those holidays listed above.

Employees on leaves without pay are not eligible for holiday pay.

Section 11 - Sick Leave.

- A. Platoon Personnel: Sick leave for non-duty connected injury or illness shall be accrued at the rate of 6.63 hours per 12-day work period or 8.4 shifts per year. Sick leave shall be charged per hour used. Sick leave accumulation shall commence at date of employment.
- B. Day Personnel: Sick leave for non-duty connected injury or illness shall be accrued at the rate of 5.54 hours per bi-weekly pay period, one and one-half (1-1/2) days per month eighteen (18) days per year of continued employment.
- C. Sick leave shall be granted upon request, provided that the Chief may require a written affidavit of the employee or a written doctor's statement before certifying to sick leave pay. Employees shall be charged for one (1) hour of sick leave for every hour of sick leave used, calculated to the nearest hour within a one (1) hour minimum.
- D. Sick leave may be used for emergency medical conditions in the immediate family.
- E. Sick leave (one shift per instance) may be used for attendance at the employee's child's delivery. An additional one (1) shift may be used upon approval of the Fire Chief in extenuating circumstances.
- F. One (1) shift of bereavement leave may be used for death in the immediate family. This shift of bereavement leave will not be deducted from the employee's sick leave bank. Shifts of sick leave shall be granted with the approval of the Fire Chief in extenuating circumstances. Immediate family shall be defined as parent, grandparent, brother, sister, child, grandchild, or spouse and equivalent relations by marriage. One (1) shift of sick leave can be used in the case of death of the employee's and by marriage equivalent: aunt, uncle, niece, or nephew. Additional shifts of sick leave shall be granted with the approval of the Fire Chief.
- G. Sick leave shall be accrued by employees without limit. The employee shall be paid the rate being paid to employee, as of the date of retirement, for one-half (1/2) of his accrued sick leave upon retirement, not to exceed one-fourth (1/4) of the employee's annual scheduled hours of work. For clarification purposes "Retirement" in this section is defined as termination of a firefighting career in any of the following situations:

- After Twenty Five (25) years of service
 - Employee has reached Fifty (50) years of age
 - Employee has met requirements for a disability pension under Article 2 or 4, Chapter 5, Title 15, of the Wyoming State Statutes, as amended.
- H. Sick leave will be available to employees who trade time, upon the approval of the Battalion Chief or Station Captain. Refer to Section 19 on shift exchange.
- I. Any false representation, when substantiated by a medical doctor, chosen and paid by the City, made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.
- J. For shift personnel, sick leave will not be used for non-departmental scheduled medical appointments.

Section 12 - Injury Leave.

- A. Whenever a classified employee of the Fire-EMS Department is injured while within the scope of his job responsibilities, he/she shall apply for benefits as provided by the Wyoming Worker's Compensation Act. The employee also shall have the option of using sick leave and, when sick leave is exhausted, vacation, to bridge and/or supplement worker's compensation benefits.
- In the event of a duty-connected injury which necessitates an absence from duty for less than 72 consecutive hours, the employee shall have the option of using up to 24 hours of sick leave for said injury. In the event of a duty-connected injury which necessitates an absence of 72 consecutive hours or more, the employee shall have the option of using sick leave and, when sick leave is exhausted, vacation at the rate of 8 hours for each 24-hour absence from duty due to compensable injury. The option to use sick leave or vacation to supplement worker's compensation payments shall cease as of the earliest date that the employee is eligible for retirement or disability pension in accordance with the provisions of the Firemen Pensions and Death Benefits Act.
- B. In the event that a Worker's Compensation Claim is approved and subsequently it is found that just cause exists to contest said claim, Management may file a grievance, as provided for herein, prior to taking any other remedial action.
- C. Any false representation made by an employee in connection with a claim for State Compensation benefits shall be deemed just cause for discipline.
- D. Employees returning from injury leave refer to the physical fitness section of the Casper Fire-EMS Department Policy Manual for return to full duty requirements.

- E. Temporary light duty work agreements shall be at the discretion of the Fire Chief. Temporary light duty work assignments will not start without a note listing specific restrictions from the medical care provider that the employee is being treated by. The note of restrictions shall be provided to Risk Management who is responsible for creating and maintaining all temporary light duty work agreements. Temporary light duty work assignments shall begin at the beginning of the next closest pay period being able to return to work in a light duty capacity.

During the time employees are in a temporary light duty capacity, vacation and sick leave accruals will be accrued based on a Day Personnel rate. When employees return back to full duty their accrual rates will return to the Platoon Personnel rate.

Section 13 - Family and Medical Leave Policy.

The City will abide by the provisions of the Family and Medical Leave Act of 1993, and employees will be covered by the City-wide policies related thereto, as they are amended from time to time.

An employee shall have the right to use accrued disability, vacation and comp time for any injury or disability (including disabilities that qualify under the Firefighter Presumptive Disability for Certain Diseases Act, Wyoming Statute Sections 27-15-101 *et seq.*), regardless of any FMLA time period until the employee is able to return to light or full duty, is eligible for retirement, or qualifies for a disability pension. The Fire Chief reserves the right to request fitness for duty, functional capacity, or other medical or physical examinations during any disability leave period.

Section 14 - Career Development.

Employees may be granted time and expenses to attend conferences, conventions, and schools each year. Employees attending approved career development opportunities will be granted education hours, in addition to the travel, classroom attendance, and homework hours, to maintain regular scheduled work period hours.

Expenses shall include lodging, air transportation, ground transportation, tuition, and meals. All requests for schools and conferences shall be made to the Fire Chief or his designee. Time off will be granted based upon operational needs of the Casper Fire-EMS Department.

Section 15 – Incentive Pay (State of Wyoming Certification and Education).

The following grid stipulates incentive pay that will apply to all employees covered by this Agreement. The incentive percentages shown on the grid are to be applied to the employees then hourly rate of pay to determine the amount of the additional incentive pay, which percentages, in no event, shall accumulate to a total of more than of 7.5%. Incentive pay may change from year to year depending on what certifications and/or education is achieved. It is the responsibility of the employee to provide the Fire Chief a copy of the certification and/or education upon receipt

of certification/degree and immediately upon a change or the expiration of certification(s). Positions authorized to receive said incentive pay will be at the discretion of the Fire Chief.

1% Incentive	2.5% Incentive	3.5% Incentive	5% Incentive	7.5% Incentive
CAR SEAT TECHNICIAN	EMT – INTERMEDIATE	B.A./B.S.	EXECUTIVE FIRE OFFICER	PARAMEDIC
HAZMAT TECHNICIAN	P.O.S.T.		M.A./M.S.	
PLATOON COORDINATOR	A.A./A.S.			
SCBA				
PIO				
EMT - ADVANCED				
FIRE & EXPLOSION INVESTIGATOR				
FIRE PLANS EXAMINER				
ENGINEERING TECHNOLOGIES TECHNICIAN				
FIRE PROTECTION SPECIALIST TECHNICIAN				

Those who currently receive incentive pay of \$0.10/hour for 32 credit hours will be grandfathered and shall continue receiving this rate of incentive pay. As of the date of this Agreement, those who are grandfathered in will be the only ones to receive incentive pay for 32 credit hours.

All accreditation must be sanctioned by institutions governed under the American Council on Education and verification must be presented to the Fire Chief, or his designee, prior to payment. All degrees must be in Fire Science, Public Administration, Business Administration, Health Sciences, Education, or a related field.

Tuition reimbursement shall follow the City’s Tuition reimbursement program (Appendix A).

Section 16 - Rule Changes.

The Union shall be given vocal consideration of rule changes proposed by the City to the Civil Service Commission.

Section 17 - Union Business.

- A. The Union shall notify the Fire Chief of the names of the Officers of the Union within at least one week following their designation. When approved by the Fire Chief, the President, or in his absence, the Vice-President and the Secretary-Treasurer, shall be

allowed time off to attend Local 904 Union meetings. Said approval shall be granted by the Fire Chief when said leave would not disrupt or interfere with the service of the Department. In determining whether or not to grant such leave, the relative interests of the parties and the circumstances of the parties at the time such leave is requested shall be considered, as well as the purposes for the leave. The Union shall endeavor to conduct all necessary Union business during the non-working time of the greatest number of employees required for such business.

- B. When approved by the Fire Chief, four (4) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Said approval shall be granted by the Fire Chief when said leave would not disrupt or interfere with the service of the Department. In determining whether or not to grant such leave, the relative interests of the parties and the circumstances of the parties at the time such leave is requested shall be considered, as well as the purposes for the leave.
- C. Four (4) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union, for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty, provided that such time off shall not interfere with the administration and operation of the Fire-EMS Department.
- D. The President and the Vice-President, or their authorized representative, shall be allowed a combined total of six (6) calendar days per year off with pay to attend I.A.F.F. seminars and conventions, Federated Fire Fighters of Wyoming organization meetings, negotiation sessions, labor/management meetings, or preparation for negotiations, or meetings between City and Union. In no case may more than two (2) on-duty employees be absent from work at any given time. The Chief Officer must be notified in advance of said absences, except in extenuating or aggravating circumstances.

In addition, whenever the above representatives are working on legislative problems of mutual interest to the City and the Union, as agreed upon by the Union President and the City Manager such as revenue legislation, pension meetings with the Wyoming Association of Municipalities, or with a State legislative committee, they shall be allowed time off with pay to attend these meetings.

- E. No employee shall leave his/her assigned job or position without first duly reporting to his/her supervisor when he/she leaves and immediately upon his/her return.
- F. Members of the Union are permitted to attend the Legislative Session for any purpose, except that such attendance shall not be at a time when the employee is being compensated by the City, unless such payment is as a result of a shift exchange as provided in the first paragraph of Section 19 of this Article.

Section 18 - Public Service.

Any member of the Fire-EMS Department who is appointed to a City-related public office, governmental commission, or governmental committee, which shall not be a full-time position, may be granted leave from duty without loss of seniority or other benefits upon the approval of the Fire Chief. In this instance, the City will pay, in wages, the difference between any payment received for said service/s, if any, and wages for the employee's regularly scheduled work period.

Section 19 - Shift Exchange.

SHIFT EXCHANGE FOR LEGISLATIVE USE:

For purposes of the provisions of Article IV, Section 17(f), employees may, by agreement between themselves, exchange shifts so long as: (1) a suitable replacement is provided by the employee attending the Legislative session; (2) attendance by the employee at the Legislative session results in no added cost to the City; Shift exchanges under this Section may be canceled by the Fire Chief, or his/her designee, if such cancellation is necessary to insure full shift strength, or in the event of an emergency.

SHIFT EXCHANGE FOR GENERAL PURPOSES:

Exclusive of the provisions of Article IV, Section 17(f), employees may by agreement between themselves, exchange not to exceed 26 shifts annually with the consent of their superior. Shift exchanges for attendance at National Guard Camp, or donation of time by employees to any member representing the Union in Local 904 affairs, shall be permitted, but lists setting out such replacements and shifts to be served must be submitted to the Chief Officer fifteen (15) calendar days prior to departure, except in extenuating and aggravating circumstances.

Sick leave will be available to employees who trade time, upon the approval of the Battalion Chief or Station Captain. The Battalion Chief may ask the employee to report to the station to verify the illness or injury. Employees who use sick leave on a time trade will be required to report the hours as "time trade disability". Employees will not receive payment for time trade disability hours, but will have those hours deducted from their disability bank.

The Union holds the City harmless from any action or inaction due to exchanged shifts. In the event an employee terminates employment, all shift exchange obligations are the responsibility of all individuals involved. Employees may not project termination dates, (except in some retirement situations to meet service requirements) to include any form of paid time off.

Section 20 - Off-Duty Work.

The use of off-duty time by a member of the Casper Fire-EMS Department, when not in uniform, shall not be subject to any restriction by the City, except as to avoid overtime pay as provided

under applicable labor laws and regulations, provided that no such use of off-duty time shall materially interfere with such member's performance while on duty, nor promote conflict of interest.

Section 21 – Union Representation

Employees have the right to Union representation at a disciplinary meeting. It is the employee's responsibility to request Union representation. Union representation is defined as a Local 904 member that is a current Executive Board Member. Management is defined as the Fire Chief or his or her designee.

- Management may not select the Union representative for the employee.
- Management should allow time for the employee to consult with a Union representative before the meeting. Work time must be granted if the expediency of the meeting does not allow for the use of personal time for this consultation.
- Management cannot require the Union representative to remain silent throughout the meeting.
- Employees cannot unreasonably delay the disciplinary meeting by insisting on a Union representative who is absent from the work site when there is another representative available.
- The Union representative shall not transform the meeting into an adversarial confrontation between the Union and the employer.
- If Union representation is requested, then both management and Union representation shall keep official minutes of the disciplinary sessions. Both parties shall exchange copies of the minutes at the end of the meeting for edit and approval. The parties shall jointly initial minutes mutually approved. The format of the minutes will be a brief summary rather than a verbatim record.

ARTICLE V

MISCELLANEOUS

Section 1 - Seniority and Promotions.

The Fire Chief will establish a seniority list, and it will be brought up to date on or before November 1st of 2015, and on or before November 1st every third year thereafter until this Agreement terminates or is otherwise modified between the parties. The seniority list shall be immediately posted in an accessible location to all employees. Any objections to the seniority list as posted will be reported to the Fire Chief within ten (10) days, or it will stand approved. Management reserves the right to move employees among platoons as needed to accommodate promotions, specialties, shortages, etc. at any time in the sole discretion of management. Station assignments may be changed annually, or as determined necessary by management.

Any employee, after holding a position or rank, will not be subject to re-examination for the same position when such transfer is requested by Management. In order to facilitate a return to a previously held position, the most junior person in that class will be returned to the rank previously held. Any classified employee reassigned to a lower position or class due to a decision by Management other than for failure of probation will, for a period of three (3) years following said reassignment, be certified as "number one" on any existing or subsequent promotional lists for the permanent position from which employee was reassigned. All non-management promotions will be made within fourteen (14) days from the time of such vacancy, and must come from the active promotions list at the time of the vacancy. The City shall attempt promotions to management positions within sixty (60) days for Division Chiefs and ninety (90) days for Fire Chief of such vacancy, except in the case of a reduction in force, or where appropriate, the City Manager may have a reasonable extension of time, if a certified promotional list exists. The City will hold examinations as often as needed to insure the current status of eligibility lists for non-management positions. All promotions will be subject to a twelve (12) month probation period. All eligibility lists will remain in effect for a period of two (2) years following the date of certification by the Civil Service Commission.

All pay changes, including promotions, that occur any time within a 12-day work period are effective the first day of the period.

Fire employees who elect, either through promotion or transfer, to move from shift work to days or vice versa will be subject to benefit conversion. The benefit conversion will be calculated under the appropriate following formula:

Shift to days:

$$\frac{2080 \text{ (annual days hours)}}{2920 \text{ (annual shift hours)}} = (0.7)$$

shift disability leave hours balance x 0.7 = day balance conversion
 shift vacation leave hours balance x 0.7 = day balance conversion

Days to shift:

$$\frac{2920 \text{ (annual shift hours)}}{2080 \text{ (annual days hours)}} = (1.4)$$

day disability leave hours balance x 1.4 = shift balance conversion
 day vacation leave hours balance x 1.4 = shift balance conversion

Section 2 - Training, Physical Conditioning and Health Evaluation.

The City and the Union agree that physical fitness of all employees is desirable for prevention and mitigation of injury, as well as providing fit employees capable of meeting the demands required of them. As such, management shall implement a plan of physical fitness to include:

- A. Participation in a regularly scheduled physical fitness program for all departmental employees, each shift or day, to be noted on the performance evaluation.
- B. An annual test, agreed upon by management and the Union, to measure the physical ability of each individual in accordance with performance standards established by management and based upon job related standards. Results of individual and overall performance standards shall be made available to the Fire Chief within ten (10) working days of testing.
- C. Annual physical assessments will be performed by all employees covered by this collective bargaining agreement. Assessments and results will be strictly confidential. Assessments will be conducted six months opposite the scheduling of the annual physical fitness test. The results will not be used in any disciplinary actions against the employee. Only the training division will store the test results. The results are only to be seen by the employee and fitness coordinator. This material will have no effect on performance evaluations or consideration for promotion. Test results will serve to assist the employee to gauge personal performance to ensure readiness for the annual physical fitness test. Fire administration will be responsible for having a minimum of three fitness coordinators; Coordinators will be educated in fitness and certified by management.
- D. The City shall provide a medical examination/physical by a medical care provider that is mutually acceptable between the City and the Union. The medical examination/physical will be scheduled per the following criteria and shall include inoculations and testing in compliance with OSHA mandates and Fire-EMS Department management recommendations using the Firefighter Physical protocol as guidelines:

Under the age of forty (40) – Bi-annual
 Over the age of forty (40) – Annual
 Haz-Mat Technician - Annual

Section 3 - Indemnification.

The City shall, upon review of the particular circumstances, save harmless and indemnify employees against any tort claim or judgment arising out of an act or omission occurring within the scope of their duties as employees, as provided by Wyoming Governmental Claims Act. The City recognizes and will abide by its obligation to the employees expressed in the Wyoming Governmental Claims Act. It's not the intention of either party that the City or the employees waive any immunity or limitation of liability.

Section 4 - Labor/Management Meetings.

The Union and the City shall establish mutually acceptable times, at least quarterly, to meet for discussion on general City policies relating to Union-Management cooperation, a review of major City programs as they relate to the fire fighting function, and suitable items of general interest to the employees of the Department. These meetings shall be to encourage continued

open communication between both parties and not be used to discuss alleged grievances either by the Union or by the City. The Union and the City shall meet for breakfast, or lunch, one month prior to formal negotiations to discuss matters that need to be addressed.

Section 5 - Safety.

When the Safety Committee is asked for a recommendation by the Fire Chief, the Union shall have one designated person on the Committee to represent the Union and provide input.

Section 6 - Effective Date and Duration.

This Agreement shall become effective the 1st day of July 2017 and shall remain in force until a new agreement is reached between the Union and the City. This Agreement is anticipated to remain in effect until June 30, 2018.

This Agreement can only be amended by a written document signed by both parties hereto. Any request for collective bargaining concerning an agreement following the expiration of this Agreement shall be presented in writing to the other party not more than one hundred thirty (130) days, or less than one hundred twenty (120) days before the last day on which money can be appropriated by the City in the year this Agreement expires as provided by W.S. 16-4-111.

If any portion of this Agreement is determined to be illegal, unenforceable, or null and void by any tribunal of competent jurisdiction, such determination shall not affect any other clause or provision hereof. Also, this shall not give any right to either party to negotiate or renegotiate any part or all of this Agreement unless mutually agreed to in writing.

Section 7 - Custom and Usage.

Existing working conditions not specifically mentioned herein, and established prior to July 1, 1978, by custom and usage, shall not be altered during the life of the Agreement, except by mutual consent. Future working conditions can be unilaterally altered or withdrawn by Management, except in cases where said working conditions have been mutually negotiated as a part of a collective bargaining agreement, or mutually consented to as reflected in a Memorandum of Understanding. Management reserves the right to make administrative changes in operation consistent with efficiency and modern fire fighting techniques.

Section 8 - Embodiment of Agreement.

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior written agreements, unless expressly stated in this Agreement or Memorandum of Understanding.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or

matter not prevented by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 9 - City of Casper – Fire-EMS Department Drug and Alcohol Testing Policy.

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SECTION I: PURPOSE

In compliance with the Drug-free Workplace Act of 1988 and in recognition of the Fire-EMS Department's (the "Department") compelling interest in providing a work environment that is safe, healthy, and productive for employees and the public, the following policy has been accepted:

- A. Employees are advised that manufacturing, distributing, dispensing, possessing, or using illegal controlled substances, including alcohol, on the job is prohibited; and there are job related penalties for violations.
- B. The Department follows the City's Drug Free Workplace Policy and shall abide by its terms and conditions as part of this specific policy.
- C. An employee, after being arrested for a violation of a criminal drug or alcohol law or ordinance, shall notify the Fire Chief, or his/her designee, of such arrest no later than five (5) calendar days after such arrest. Any such employee shall further notify the Fire Chief, or his/her designee, of any conviction, acquittal, deferral or other disposition of any such criminal charge or charges no later than five (5) calendar days after any such conviction, acquittal, deferral, or other disposition thereof.

SECTION II: CONSEQUENCE OF VIOLATION

Termination of employment will be recommended for any employee who tests positive for alcohol or a controlled substance pursuant to this policy. Any supervisor, who violates responsibilities identified in this policy, shall be subject to disciplinary action in accordance with the City of Casper Personnel Rules and Regulations Manual.

SECTION II: SELF DISCLOSURE

If an employee self-discloses a drug or alcohol problem to the Fire Chief and/or the Human Resources Director before being suspected of being under the influence of drugs or alcohol, or before being selected for a random test for drugs/alcohol pursuant to this policy, no disciplinary action will be taken against the employee for the act of self disclosure. Such an employee will be advised that he or she may use accrued benefits according to the City FMLA leave policy to seek help from a Substance Abuse Professional.

SECTION III: APPLICABILITY

This policy applies to all employees covered under this collective bargaining agreement assigned to the Department.

SECTION IV: DEFINITIONS

CONTROLLED SUBSTANCE – means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in Regulation 21 CFR 1308.11—1308.15.

ILLEGAL DRUGS – means any drug or controlled substance, the possession or use of which is unlawful, pursuant to any federal, state, or local laws or regulations.

UNDER THE INFLUENCE – The use or misuse of any drug or controlled substance, or alcohol that results in a positive drug/alcohol test as defined in the Section V.(C.) below.

SECTION V: PROCEDURES

The following procedures apply to all employees while on duty.

A. Prohibited Activity – Drugs

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest or inhale any illegal, controlled, or dangerous substance, unless as prescribed by a licensed medical practitioner.
 - a. Employees shall notify their immediate supervisor of the employee’s use of prescription medicine that may impair job performance. It is the employee’s responsibility to consult with his or her doctor regarding the nature of his or her duties and the interaction with the prescribed drug. The employee shall advise the supervisor of the known side effects of the medication and the prescribed period of use. The prescribed medicine shall be taken according to the physician’s instructions. The employee is not required to disclose either the condition that the medication is prescribed for or the name of the medication.
 - b. Employees shall notify their supervisor immediately if they unintentionally, while on duty, ingest, inhale, etc. a controlled substance.
 - c. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in a secure location as described in Section VIII of this policy, and not in the employee’s personnel file.
3. No employee shall ingest or inhale any prescribed medication in amounts beyond the recommended dosage, unless authorized by the physician.

B. Prohibited Activity – Alcohol

1. All employees are prohibited from possessing alcohol while on duty with the exception of medications containing alcohol. This section does not apply to employees handling alcohol-containing products in the performance of their duties.
2. No employee shall report for duty or remain on duty while having greater than 0.02% blood-alcohol concentration.

C. Positive Tests

1. A positive alcohol test is a test where the result is above 0.02% blood alcohol content.
2. Concentrations of an illegal drug at or above the standards set forth in 49 CFR Part 40 in the field of illegal drug testing shall be considered as a positive test, both for initial screening and confirmation. Confirmation shall be by test on a urine specimen that tested positive, on the initial screen, using a technologically different method from the initial screening method, such as gas chromatography/mass spectrometry. "Generally accepted standards" means the standards set forth in 49 CFR Part 40 and used by a certified testing laboratory used for any drug/alcohol test described in this policy.

The employee's supervisor will request an Instant Test to be performed by Urgent Care of Casper, or if unavailable, another testing facility in the discretion of supervisor, when he/she believes there are specific, articulable, and objective facts from which it is reasonable to infer that further investigation of an employee's behavior is warranted. The employee's supervisor will refer to Section IV, Testing, Subsection B. Reasonable Suspicion Testing of the Fire-EMS Department's drug and alcohol policy."

Supervisors shall reasonably detail, in writing, the specific facts, symptoms, and/or observations, as well as any corroboration, which formed the basis for their determination for requesting an Instant Test to be performed. All written reports shall be forwarded to Human Resources.

SECTION VI: TESTING

A breath, and/or a urinalysis, or saliva, test under this policy shall be used in any of the following situations:

- Pre-employment testing
- Reasonable suspicion and Post Accident testing
- Random testing

A. Pre-employment Testing

After a conditional offer of employment and before an employee is hired, each candidate shall be tested for alcohol and controlled substances. The conditional offer shall be withdrawn if either test indicates a positive result.

B. Reasonable Suspicion and Post Accident Testing:

1. Matters and circumstances that may be considered in determining reasonable suspicion include:
 - a. Information concerning a prohibited activity;
 - b. The reliability of the information;
 - c. The degree of corroboration;
 - d. Other contributing factors;
 - e. Abnormal or erratic behavior by the employee;
 - f. Information concerning recent drug or alcohol use by the employee, provided by reliable and credible sources;
 - g. Direct observation of drug or alcohol use prior to the time of an accident/incident and/or situation;
 - h. Presence of observable symptoms consistent with drug and alcohol use; including but not limited to, glassy or bloodshot eyes, alcohol odor, slurred speech, poor coordination and/or poor reflexes;
 - i. Involvement in an on-duty accident or incident. Employees who are involved in an on-duty accident or incident shall be subjected to drug and alcohol testing performed by Urgent Care of Casper, or if unavailable, another testing facility in the discretion of the Risk Manager. Post accident testing provides for a safety discount on the Workers' Compensation premium;
 - j. A positive test result falls under the Drug and Alcohol Policy for City employees who are required to have a CDL.
2. Supervisors shall reasonably detail, in writing, the specific facts, symptoms, and/or observations, as well as any corroboration, which formed the basis for their determination that reasonable suspicion existed. This documentation is to be forwarded to the Fire Chief or his/her designee, and to Human Resources.

3. The facts and documentation underlying the determination of reasonable suspicion shall be disclosed to the employee at the time the demand for testing is made.
4. An employee, pending a drug/alcohol test, shall be temporarily removed from his or her job duties pending an investigation, and shall be placed on administrative leave with pay until the results of the drug/alcohol tests are received. The employee shall not be allowed to drive to or from the testing site, and the employee will be escorted to the testing facility and home by the supervisor, Fire Chief, and/or a Human Resources employee. If the employee tests positive for alcohol or drugs, the employee will continue on administrative leave, and a recommendation for termination of employment shall be made.
5. If an alcohol test is not administered within eight (8) hours or if a required controlled substance test is not administered within thirty-two (32) hours of the determination of its necessity, attempts to administer such test shall be abandoned and the reasons why the test was not administered shall be documented. Copies of this documentation shall be supplied to the Human Resources Department.

C. Random Testing

Random drug and alcohol testing shall be conducted for the Fire-EMS as follows:

1. At a minimum, employees, excluding management and secretarial staff, equal in number to ten percent (10%) of the average number of Fire-EMS positions, will be selected at random for alcohol testing each year.
2. At a minimum, employees, excluding management and secretarial staff, equal in number to twenty five percent (25%) of the average number of Fire-EMS positions, will be selected at random for controlled substance testing each year.
3. If, after any year of testing, the City Manager determines that the annual positive test rate so warrants, the percentage of random testing may be decreased or increased.
4. The method for selecting employees for testing shall be determined by the City but the method shall be scientifically valid and shall result in each Fire-EMS employee having an equal chance of being tested each time a selection is made.
5. Tests shall be unannounced and spread throughout the calendar year.
6. The Human Resources Director or his/her designee shall notify the supervisor that an employee is to be tested. The supervisor will notify the employee in person as soon as the employee arrives for work or is available during a work shift.

7. Upon notification of selection, Fire-EMS employees are to proceed immediately to the test site. Fire-EMS employees shall be accompanied to the test site by a supervisor.

SECTION VII: TESTING METHODOLOGY

- A. Employees shall sign a consent form at testing facility allowing the breath, and/or urine, or saliva test to take place and permitting release of test results to the City, and for the City's use in any and all employment disciplinary or termination actions or proceedings. Employees, who refuse to sign the consent form, to be tested, or to otherwise cooperate in the testing process, shall be deemed to have tested positive and a recommendation for termination of employment shall be made.
- B. Testing for drugs and alcohol and test sample verification shall be performed by certified personnel selected by the City. The test specimen for alcohol shall consist of a breath sample. The test specimen for drugs shall be urine or saliva.
- C. Confirmation for a positive alcohol test shall be done by a second breath test. The employee may request, at their expense, a blood test as confirmation.
- D. Confirmation for a positive drug test shall be by testing the saliva or urine specimen that tested positive, on the initial screen, by using a technologically different method from the initial screening method, such as gas chromatography/mass spectrometry. All positive drug test results shall be reviewed and interpreted by a Medical Review Officer (MRO) before they are reported to the employer. "Medical Review Officer" means the individual responsible for receiving laboratory results, who is a licensed physician. If the testing laboratory reports a positive result to the MRO, the MRO shall contact the employee, in person or by telephone, and shall conduct an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the MRO determines that there is a legitimate medical use of the prohibited drug, the drug test result shall be reported as negative to the employer. The MRO is designated by the City's chosen provider.
- E. Each test specimen for drug testing shall be subdivided into two bottles labeled as a "primary" and a "split" specimen. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of a controlled substance, the employee, at her/his expense, has seventy-two (72) hours to request the split specimen be sent to another certified laboratory for analysis. The employee will be reimbursed if the confirmation shows a negative result. The MRO initiates this procedure.
- F. The City shall pay the cost of all tests, which it requires. If an employee is required to submit to an examination or test, or await test results, the employee shall be paid his or her normal rate of pay during the testing and waiting period.

- G. In the event that an employee to be tested for drugs appears unable to provide a urine specimen at the time of the test, he or she shall be permitted no more than three (3) hours to give a specimen, during which time the individual shall remain in the testing area, under observation. The individual shall be given no more than forty (40) ounces of water to drink over the course of the three hours. Whenever there is a reason to believe that a specimen may have been altered or a substitution made, a second specimen shall be immediately provided by the employee. The testing facility will provide documentation to the Human Resources Director explaining the reasons for a second specimen. Failure to submit a specimen shall be considered a refusal to submit to a drug and/or alcohol test unless a physician provides a documented medical reason. A refusal to submit to the drug/alcohol test shall be deemed to be a positive test and a recommendation for termination shall be made.
- H. The Human Resources Director or his/her designee shall be advised of the results of the drug and/or alcohol test by the MRO.

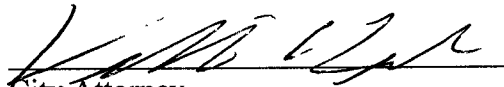
SECTION VIII: HANDLING TEST RESULTS, RECORD RETENTION, AND CONFIDENTIALITY

- A. The Human Resources Director or her/his designee shall maintain records of alcohol, controlled substance, and drug misuse in a secure location with access restricted to the employee, the City Manager, the Human Resources Director, Human Resources Supervisor, Risk Manager, the employee's supervisor, and City legal counsel.
- B. The following records shall be retained for five years:
1. Records of alcohol test results showing blood alcohol content.
 2. Records of verified positive controlled substance/drug test results.
 3. Documentation of refusals to take required alcohol or controlled substance/drug tests.
 4. Consent to Test and Release Information forms.
 5. Calibration testing records (kept at the testing/laboratory facility).
- C. An employee's test results shall be available for inspection by the employee.
- D. Records relating to an employee's drug/alcohol testing or misuse of drugs/alcohol may be used and disclosed in any and all termination or disciplinary actions or proceedings by the City. Such records shall not be released to other third parties without the employee's consent absent a court order, or unless otherwise contained in an order or discharge or reduction in rank issued by the Civil Service Commission of the City of Casper pursuant to Section 15-5-112 of the Wyoming Statutes.
- E. An employee's supervisor shall be informed of a confirmed positive test result by the Human Resources Director or his/her designee.

F. The confidentiality of an employee's drug/alcohol testing and the records related thereto shall be waived for purposes of hearings and further proceedings if the employee appeals his/her termination, or brings or commences an action against the City in any court or administrative agency which is based on, or in any way related to the employee's drug/alcohol test. The City shall have the right to disclose and use the employee's drug/alcohol records and documentation only in the defense of, and in the course of any such appeal, court, or administrative action.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement as of the ____ day of _____, 2017.

Approved as to form:



City Attorney


ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

Liz Becher
Interim City Manager



Justin Leinonen
President
FIRE FIGHTERS LOCAL UNION 904
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO

APPENDIX A

TUITION REIMBURSEMENT POLICY

The City supports an employee's academic efforts, and believes in the value of education. The City will partially reimburse the employee for tuition and books for certain courses that it believes are job-related and enhances an employee's career or professional development at the City of Casper.

If an employee is a full-time employee and has worked for the City at least one (1) year, he or she may be eligible to participate in the City's tuition reimbursement program.

It should be understood that this policy covers reimbursement for college level courses. Since this type of education is voluntary on the part of the employee, the times at which the course meets are not considered hours worked (i.e., are on the employee's own time) and must not conflict with the employee's working hours unless pre-approved, in writing, by the employee's Department Head. Professional certification programs, seminars and workshops are not covered by this policy.

The amount an employee receives will depend on the City's approval, upon the grade received, and will not exceed a total annual reimbursement of \$2,500 per employee per fiscal year.

To receive tuition reimbursement, an employee must apply and be approved before the course begins. This is how the program works:

1. Complete a Tuition Reimbursement Request Form found on the Intranet under "Human Resources."
2. The employee's Supervisor and Department Head approves the form and returns the signed form to Human Resources.
3. The employee pays the initial tuition and book costs.
4. Within thirty (30) days of receiving their grades, the employee should attach the tuition bill, receipts for books and the final grades to a copy of the initial Tuition Reimbursement Request Form and send them to Human Resources. No tuition reimbursement will be paid, unless documents are received by Human Resources thirty (30) days from the date the employee receives their grades.
5. Within thirty (30) days of Human Resources receiving the required information, the employee will receive a reimbursement. Reimbursement of ninety percent (90%) is offered if the employee receives a grade of "A." Reimbursement of eighty percent (80%) is offered if the employee receives a grade of "B." Reimbursement of seventy percent (70%) is offered if the employee receives a

grade of "C" or "Pass." No reimbursement is provided for a grade "D", "F" or "Fail."

If an employee resigns or is terminated before receiving a grade, the employee will not be reimbursed for tuition or book expenses. If an employee resigns or is terminated within a year of receiving a reimbursement, the employee shall repay the City the full amount reimbursed. Any monies owed may be withheld from the employee's final paycheck.

RESOLUTION NO. 17-77

A RESOLUTION AUTHORIZING A CONTRACT WITH THE CASPER FIRE FIGHTERS LOCAL I.A.F.F. UNION 904 FOR THE CONTRACT YEAR 2017-2018, EFFECTIVE JULY 1, 2017.

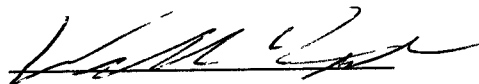
WHEREAS, the City of Casper and the Casper Fire Fighters' I.A.F.F. Local Union 904 have met and concluded negotiations for the 2017-18 contract year(s); and,

WHEREAS, certain changes have been negotiated between the City of Casper and the Casper Fire Fighters' I.A.F.F. Local Union 904.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor and the City Manager are hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Casper Fire Fighters' I.A.F.F. Local Union 904 for the contract year(s) 2017-18.

PASSED, APPROVED, AND ADOPTED this ____ day of ____, 2017.

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

May 2, 2017

MEMO TO: Liz Becher, Interim City Manager *LB*

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director *LB*
Pete Meyers, Assistant Support Services Director
Connie Arnold, Finance Supervisor

SUBJECT: Authorize the release of Local Assessment District (LAD) Liens on the Property listed on the exhibit dated April 19, 2017

Meeting Type & Date

Regular Council Meeting, May 16, 2017

Action Type

Resolution

Recommendation

That Council, by resolution, authorize the release of a Local Assessment District (LAD) lien on the properties listed on the exhibit dated April 19, 2017.

Summary

Improvement Districts are set up as a partnership between the City of Casper and local property owners to provide a system for sharing the cost of infrastructure improvements. The properties in question are within the Westwood No. 2 Improvement District (LAD 156). For this project, the City executed a great deal of improvement to neighborhood water lines, streets, and sidewalks. Legally, the City must pay for any improvement within the street right-of-way, but the property owner is responsible for improvements to their property, including to the sidewalk. Typically, as a part of the LAD plan, the City pays the contractor to execute the entire project, but the cost for sidewalk and other private property improvements are then passed on as an assessment to each property owner.

All assessments (together with accrued interest and any relevant late-payment penalties) constitute a lien upon the property. This lien remains on the property until the assessment is paid in full. The lien amount against the properties listed on the exhibit have been paid. In order to remove this encumbrance on the title of the real property, it is necessary that the City of Casper release this secured instrument.

Financial Considerations

No financial consideration.

Oversight/Project Responsibility

Connie Arnold, Finance Supervisor

Attachments

Resolution

Exhibit – LAD Lien Release Information (Instrument number: 901815)

Cover letter to Natrona County for LAD Release 4/19/17

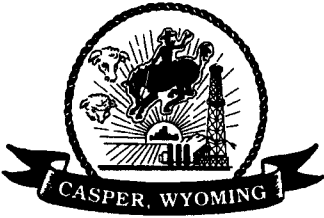
LAD LIEN RELEASE INFORMATION

DATE	LAD DISTRICT	ADDITION	BLOCK	LOT	PROPERTY OWNER	PROPERTY ADDRESS	INSTRUMENT NUMBER
4/19/2017	156	WESTWOOD #2	0	396	VASSAR, CURTIS B	1725 BRIGHAM YOUNG AVENUE	901815
4/19/2017	156	WESTWOOD #2	0	433	TALBOTT, MATTHEW	1924 LARAMIE AVENUE	901815
4/19/2017	156	WESTWOOD #2	0	347	EADS, MARY	1614 KEARNEY AVENUE	901815
4/19/2017	156	WESTWOOD #2	0	404	FORRESTER, ROBERT	1615 BRIGHAM YOUNG AVENUE	901815
4/19/2017	156	WESTWOOD #2	0	414-415 PT	GARBERG, JO ANN	1818 BRIGHAM YOUNG AVENUE	901815

EXHIBIT
LAD Lien Release Information

1 of 1

4/19/2017



OFFICE OF THE ADMINISTRATIVE
SERVICES DIRECTOR

CITY OF CASPER

200 NORTH DAVID STREET
CASPER, WYOMING 82601
PHONE: (307) 235-8400
FAX: (307) 235-7575
www.cityofcasperwy.com

April 19, 2017

Release of Lien(s)

Natrona County Clerk
200 North Center
Casper, WY 82601

Re: Instrument Number: 901815

Enclosed is a one page document with owner(s)' name and the legal description of property(s) for which the LAD (Local Assessment District) obligation is paid in full.

As authorized by City Council on May 16, 2017 per the attached resolution, please remove the lien from the enclosed listed property(s).

Signed, Sealed, and Delivered in the presence of:

ATTEST:

Tracey L. Belser, City Clerk

Kenyne Humphrey, Mayor

State of Wyoming
County of Natrona

Subscribed and personally sworn to before me by the signatures this _____ day of _____.
(Month) (Year) My Commission Expires: _____

Notary Public

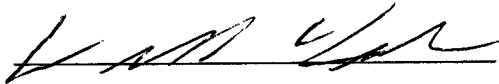
RESOLUTION NO. 17-78

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIENS.

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 City Clerk to attest a Lien Release for the real properties as itemized therein, all as located in Local Assessment District 156.

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

May 8, 2017

MEMO TO: Her Honor, the Mayor, and Members of the City Council

FROM: Liz Becher, Interim City Manager *lb*

SUBJECT: A Resolution Authorizing an Amendment to the Lease Agreement with the State of Wyoming, Department of Administration and Information, Construction Management for Property Located in the Downtown Area to be used as a parking lot

Recommendation:

That Council, by resolution, authorizes an amendment to the lease agreement with the State of Wyoming, Department of Administration and Information, Construction Management for property located in the downtown area to be used as a parking lot.

Summary:

In April 2016, Council first approved a one-year lease agreement with the State of Wyoming for the property previously owned by the Goodstein Trust and generally located along Collins Drive between Midwest Avenue and David Street. The lease allows the City to use the property for additional parking at community events such as the monthly art walks, summer and holiday parades, Troopers events, sporting events at the high school, as well as for economic development purposes. The proposed amendment will extend the term of the original lease for one (1) year through May 20, 2018. Total rent under this amended lease shall be Two Dollars (\$2.00). All parking requests for the lot will be coordinated through the Community Development Office.

The Amendment to the Lease Agreement and Resolution are attached for Council's consideration.

**AMENDMENT ONE TO THE LEASE AGREEMENT BETWEEN
STATE OF WYOMING, ADMINISTRATION & INFORMATION
GENERAL SERVICES
AND
THE CITY OF CASPER**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Administration & Information, General Services as successor in interest to Construction Management (Lessor), whose address is: 801 West 20th Street, Cheyenne WY 82002 and The City of Casper (Lessee), whose address is: 200 North David, Casper, Wyoming 82601.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Lease between the Lessor and the Lessee which was duly executed on April 26, 2016 and which came effective April 20, 2016 for the premises located at 200 North David, Casper, Wyoming 82601. The purpose of this Amendment is to:
 - A. Effective May 20, 2017, extend the term of the original Lease for one (1) year through May 20, 2018.
 - B. Total rent under this Lease shall be TWO AND 00/100 DOLLARS (\$2.00).
 - C. Effective May 20, 2017, add specifics on snow removal on Premises.
 - D. Effective May 20, 2017, add Lessor's reasonable use.

The original Contract, dated April 26, 2016, required the Lessee to lease the Premises for a term of one (1) year, commencing on April 20, 2016 and terminating on May 20, 2017 for a rent payment of ONE AND 00/100 DOLLAR (\$1.00), per year.

3. **Term of the Amendment.** This Amendment shall commence on May 20, 2017, or upon the date the last required signature is affixed hereto, whichever is later, and shall remain in full force and effect through the term of the Lease, as amended, unless terminated at an earlier date pursuant to the provisions of the Lease, or pursuant to federal or state statute, rule or regulation.

4. **Amendments.**
 - A. The first sentence of Section 3 of the original Lease is hereby amended to read as follows:

“Lessor leases to the Lessee the Premises for a term of two (2) years and one (1) month, commencing on April 20, 2016 and terminating on May 20, 2018, or sooner as provided herein.”

- B. The first sentence of Section 4 of the original Lease is hereby amended to read as follows:

“The rent to be paid under this Lease by Lessee to Lessor shall be TWO DOLLARS (\$2.00).”

- C. Section (6) F of the original Lease is hereby amended to read as follows:

“Lessee shall provide snow removal upon the parking surfaces on the Premises no later than 7:30 A.M. when overnight snow accumulations are two (2) inches or more and by a reasonable time when snow accumulates during the daytime hours.”

- D. A new subsection (6) G is hereby added to the original Lease to read as follows:

“Lessee shall permit Lessor or its agents to have dedicated and available space on the northern parking surface immediately adjacent to Midwest Avenue for its daytime employee parking and other reasonable use. Lessee acknowledges that Lessor will park State vehicles overnight on the parking surface and requires a five (5) day advance written notice to remove vehicles for Lessee’s specified events.”

5. **Amended Responsibilities of the Lessor.** Responsibilities of the Lessor have not changed.

6. **Amended Responsibilities of the Lessee.** Responsibilities of the Lessee have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Lease, and any previous amendments, between the Lessor and the Lessee, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

8. **General Provisions.**

- A. **Entirety of Contract.** The original Lease, consisting of six (6) page(s), Attachment A, consisting of two (2) page(s), and Amendment One, consisting of three (3) page(s), represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

LESSOR:

State of Wyoming, Administration & Information, General Services

William R. Merrill, Administrator

Date

Dean Fausset, Director

Date

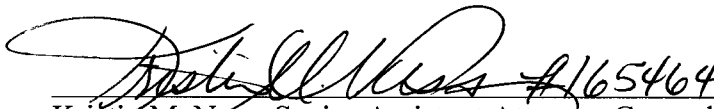
LESSEE:

The City of Casper

Kenyne Humphrey, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Kristin M. Nuss, Senior Assistant Attorney General

05-24-17
Date

APPROVED AS TO FORM:

(Amendment One to the Lease Agreement Between the State of Wyoming Administration and Information General Services and the City of Casper)



RESOLUTION NO.17-79

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT WITH THE STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION AND INFORMATION, CONSTRUCTION MANAGEMENT FOR PROPERTY LOCATED IN THE DOWNTOWN AREA

WHEREAS, the State of Wyoming, Department of Administration and Information, Construction Management, whose address is 700 West 21st Street, Cheyenne, Wyoming 82002 (hereinafter referred to as the "Lessor") and the City of Casper, 200 North David Street, Casper, Wyoming (hereinafter referred to as the "City") desire to enter into an amendment to the lease agreement for land in the downtown area; and,

WHEREAS, the Lessor owns land that the City wishes to utilize for additional parking for special events downtown; and,

WHEREAS, the amendment would extend the term of the lease one additional year until May 20, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute and the City Clerk to attest a resolution authorizing an amendment to the lease agreement with the State of Wyoming, Department of Administration and Information, Construction Management for property described within said lease.

PASSED, APPROVED, AND ADOPTED THIS _____ day _____ 2017.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING


ATTEST:

A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

April 18, 2017

MEMO TO: Liz Becher, Interim City Manager 

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

SUBJECT: Authorizing an Acceptance Certificate to the Cooperative Agreement with Wyoming Department of Transportation (WYDOT) for the Bryan Stock Trail North Platte River Bridge Project, Project No. 09-27.

Meeting Type & Date

May 16, 2017 Regular Council Meeting

Action type

Resolution

Recommendation

That Council, by resolution, authorize Form LP-3, Acceptance Certificate to the Cooperative Agreement with WYDOT for construction activities for the Bryan Stock Trail North Platte River Bridge Project, Project No. 09-27.

Summary

The City of Casper entered into a Cooperative Agreement with the Wyoming Department of Transportation in March 2010 for the reconstruction of the Bryan Stock Trail North Platte River Bridge.

City staff has reviewed the construction and finds it complete and ready for acceptance. WYDOT submitted Form LP-3, Acceptance Certificate, indicating that all work has been completed and the project is ready for acceptance. Form LP-3 requires authorization by the City Council and the signature of the Mayor. A fully executed copy will be returned from WYDOT for the City's records.

Financial Considerations

None.

Oversight/Project Responsibility

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

Attachments

Resolution

Certificate

Acceptance Certificate

City of Casper, 200 N David St., Casper, WY 82601

hereby accepts project STP-BRU0.00 4127008

Bryan Stock Trail (North Platte River Bridge)

this _____ day of _____, 20_____, as completed in accordance with plans and specifications prepared by the Wyoming Department of Transportation.

Wyoming Department of Transportation

(District Engineer)

(Mayor or Chairman)

(Member)

(Member)

(Member)

(Member)

(Member)

(Member)

(Member)

RESOLUTION NO.17-80

A RESOLUTION AUTHORIZING FORM LP-3, ACCEPTANCE CERTIFICATE, FROM THE WYOMING DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION SERVICES RELATED TO THE BRYAN STOCK TRAIL NORTH PLATTE RIVER BRIDGE PROJECT.

WHEREAS, the City of Casper entered into a Cooperative Agreement with the Wyoming Department of Transportation for the reconstruction of the Bryan Stock Trail North Platte River Bridge; and,

WHEREAS, the City of Casper desires to accept the completed work for the Bryan Stock Trail North Platte River Bridge Project, No. 09-27 State Project STP-BRU 0.00 4127008; and,

WHEREAS, the Wyoming Department of Transportation has confirmed the completion of the work for the Bryan Stock Trail North Platte River Bridge Project, No. 09-27 State Project STP-BRU 0.00 4127008; and,

WHEREAS, the Wyoming Department of Transportation has provided Form LP-3, Acceptance Certificate, for authorization from the Mayor and City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute Form LP-3, Acceptance Certificate to the Wyoming Department of Transportation accepting work as completed for the Bryan Stock Trail North Platte River Bridge Project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:

Walke Tremblay


ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

May 1, 2017

MEMO TO: Liz Becher, Interim City Manager 

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

SUBJECT: Authorizing an Agreement with ITC Electrical Technologies in the Amount of \$2,107,700.00, for the Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project

Meeting Type & Date

May 16, 2017 Regular Council Meeting

Action type

Resolution

Recommendation

That Council, by resolution, authorize an agreement with ITC Electrical Technologies (ITC), for the Sam H. Hobbs Wastewater Treatment Facility (WWTF) Emergency Generator, Project No. 11-74, in the amount of \$2,067,700.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$40,000, for a total project amount of \$2,107,700.00.

Summary

On Tuesday, February 28, 2017, three (3) bids were received for the Sam H. Hobbs WWTF Emergency Generator, Project No. 11-74. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
ITC	Mills, Wyoming	\$2,067,700.00
Loenbro I&E	Glenrock, Wyoming	\$2,383,225.00
Wyoming Machinery	Casper, Wyoming	\$2,435,595.91

The WWTF Emergency Generator Project furnishes and installs an emergency generator for the Wastewater Treatment Facility. The generator will be housed in a self-contained aluminum enclosure with an integral fuel system, electrical gear, instrumentation, and appurtenances. The emergency generator enclosure will be located behind the WWTF control room. The WWTF currently utilizes three generators, which are in varying and questionable states of dependability, to provide emergency power. These generators range in age from 26-32 years old, are not paralleled, and are dedicated to specific areas of the facility. Newer areas of the facility have no emergency power source. Work is scheduled to be completed by April 18, 2018. The estimate prepared by the City's consultant was \$2,300,000.00.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was published in the local newspaper once a week for three (3) consecutive weeks as required by State Statute.

Financial Considerations

The total contract amount of \$2,107,700.00 shall be allotted from one-time Budgeted Current Reserves of the Wastewater Treatment Plant 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 ITC Electrical Technologies, P.O. Box 3042, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to provide and install a new self-contained generator in an aluminum enclosure with fuel tank and self-contained electric building; and,

WHEREAS, ITC Electrical Technologies is able and willing to provide those services specified as the Sam H. Hobbs WWTF Emergency Generator, Project No. 11-74.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Sam H. Hobbs WWTF Emergency Generator, Project No. 11-74, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use.
- 3.2 The Work will be substantially completed on, or before April 20, 2018, and completed and ready for final payment in accordance with Article 14 of the General Conditions on, or before, June 29, 2018. The Owner and Contractor agree that all work to be conducted at the project site will not commence until a maximum of ten weeks prior notification from the manufacturer(s) that both the generator (with fuel tank and enclosure) and the electric gear including enclosure will be complete and ready for shipment to the site. The Owner and Contractor further agree that the work shall be substantially complete within twenty-two weeks of the date upon which field construction activities commence.
- 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 3.2 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays,

expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.2 for substantial completion. For purposes of this determination liquidated damages for failure (but not penalty) to complete on time shall include failure to substantially complete within twenty-two weeks of the date upon which field activities commence. Field construction activities include removal of any facilities, installation of any new facilities or equipment or work preparatory to removal of existing or addition of new items. Research of existing facilities including obtaining measurements, layout, or existing equipment of facility information necessary for proper fabrication and purchase of required items is excluded from this requirement. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.2 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 Lump Sum Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Million Sixty-Seven Thousand Seven Hundred Dollars (\$2,067,700.00), subject to additions and deductions by Change Order approved by the Owner, or as reduced by any unused Bidding Allowance.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the

Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

- 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, 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.
 - 5.1.5 The requirements of W.S. 16-6-1001(a)(iv) lien wavers and/or contractor affidavit shall be satisfied prior to issuance of progress payments.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion. Final payment shall not be made until the requirements of W.S. 16-6-116, 16-6-117 and 15-1-113(h) are met.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-5, inclusive).
- 8.4 Addenda No. (0).
- 8.5 Performance and Labor 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 SRF Special Conditions (Pages SRF-1 to SRF-17, inclusive).
- 8.10 Buy American Requirements (Pages BA-1 to BA-2, inclusive).
- 8.11 Technical Specifications.
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Contract Drawings, consisting of thirty-seven (37) sheets, with each sheet bearing the following general title: **Sam H. Hobbs WWTF Emergency Generator Project 11-74.**
- 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:



CONTRACTOR:

ITC Electrical Technologies

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

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: Sam H. Hobbs WWTF Emergency Generator, Project 11-74

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 substantially complete all Work as specified or indicated in the Bidding Documents for the Contract Price on, or before April 30, 2018 and completed and ready for final payment on, or before, June 29, 2018 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 sixty (60) 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>One (1)</u>	Dated <u>February 18, 2017</u>
Addendum No. <u>N/A</u>	Dated <u>N/A</u>
Addendum No. <u>N/A</u>	Dated <u>N/A</u>
 - 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 to complete all work specified in the contract documents associated with the Sam H. Hobbs WWTF Emergency Generator Project for a base lump sum of Two million, sixty-seven thousand, seven hundred and no/100 dollars and \$2,067,700 and no/100 cents. (\$ _____).

The aforementioned base lump sum bid includes a \$50,000 Bidding Allowance in the base lump sum bid amount. This amount shall be to cover additional work on this project, not otherwise identified by these documents. Usage of the Bidding Allowance shall be according to the terms set forth in Section 01150, 1.06.

Submitted on February 28, 2017.

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

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. Bid Form.
 - C. Copy of Certificate of Residency, if bidding as a resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: ITC Electrical Technologies

P.O. Box 3042

Mills, Wyoming 82644

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

BF-3

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)

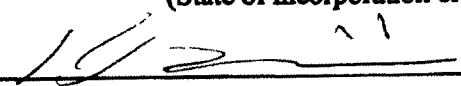
Business Address: _____

Phone Number: _____


A CORPORATION OR LIMITED LIABILITY COMPANY

By: ITC Electrical Technologies (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By:  (seal)
HARVEY W REISINGER - CHIEF OPERATIONS OFFICER
(Title)

(Seal)

Attest:  - JERROD PESEK

Business Address: ITC Electrical Technologies
P.O. Box 3042
Mills, Wyoming 82644

Phone Number: 307.234.3544

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.)

RESOLUTION NO. 17-81

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ITC ELECTRICAL TECHNOLOGIES FOR THE SAM H. HOBBS WASTEWATER TREATMENT FACILITY EMERGENCY GENERATOR, PROJECT NO. 11-74.

WHEREAS, the City of Casper desires to furnish and install new emergency generator at the Sam H. Hobbs Wastewater Treatment Facility; and,

WHEREAS, ITC Electrical Technologies is able and willing to provide those services specified as Sam H. Hobbs Wastewater Treatment Facility Emergency Generator, Project No. 11-74; 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 ITC Electrical Technologies for those services, in the amount of Two Million Sixty-Seven Thousand Seven Hundred Dollars (\$2,067,700.00).

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 Two Million Sixty-Seven Thousand Seven Hundred Dollars (\$2,067,700.00), and Forty Thousand Dollars (\$40,000.00) for a construction contingency account, for a total project amount of Two Million One Hundred Seven Thousand Seven Hundred Dollars (\$2,107,700.00).

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:
(Sam H. Hobbs WWTF Emergency Generator, Project No. 11-74)

A handwritten signature in black ink, appearing to be "Sam H. Hobbs", written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

April 13, 2017

TO: Liz Becher, Interim City Manager *lb*

FROM: Andrew Beamer, Public Services Director *B*
Cynthia Langston, Solid Waste Division Manager
Sean Orszulak, Solid Waste Superintendent

SUBJECT: Authorizing Professional Services Contract with Recykling Industrial Repairs, Inc., for a total project cost of \$66,850, to Replace Liner Wear Plates on a City Baler.

Meeting Type & Date

Regular Council Meeting, May 16, 2017

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize a Professional Services Contract with Recykling Industrial Repairs, Inc. (RIR), for a total project cost in an amount not to exceed \$66,850, for the Baler Reline Project No. 17-040.

Summary

There are 50 liner wear plates on each of the City balers. Liner wear plates require replacement on balers at approximately 1,800 hours of operation. Replacing worn liner wear plates is a routine maintenance activity for balers. The City's two balers at the Casper Solid Waste Facility, referred to as the south and north balers, had approximately 1,800 hours of operation in 2015 and 2016, respectively. The south baler liner wear plates were replaced in 2015 and the replacement of the wear plates for the north baler was planned for 2017.

Cost proposals were requested to replace all the liner wear plates on the City's north baler from three baler maintenance companies. Cost proposals from all three baler maintenance companies were received by April 6, 2017. The quotes are as follows:

Company	Cost Proposal
Recykling Industrial Repairs, Milan, Georgia	\$66,850
Waste 2 Solutions, St Simons, Georgia	\$68,990
Altitude Recycling, Denver, Colorado	\$79,000

City staff recommends awarding a professional service agreement to RIR for a total cost not to exceed \$66,850.

Financial Considerations

Project funding is from Balefill Fund Reserves and included in the Balefill FY17 budget.

Oversight/Project Responsibility

Sean Orszulak, Superintendent of Solid Waste Operations

Attachments

Professional Services Contract with Recykling Industrial Repairs to Reline Baler
Exhibit A – RIR Costs to Reline North Baler
Resolution

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. Recykling Industrial Repairs, Inc., 50 West Railroad Street, Milan, Georgia 31060 ("Contractor").

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

RECITALS

A. The City is undertaking a project to replace liner wear plates on the City's north baler.

B. The project requires professional services for replacing the wear plates on the City's north baler at the Casper Regional Solid Waste Facility.

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

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

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

1. SCOPE OF SERVICES:

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

A. Transport Liner Material and Damaged Piston Rod.

The Contractor shall transport to the Casper Solid Waste Facility the damaged piston from the City's north baler and AR-450 Hardox liner material to replace all wear plates on the City's north baler.

B. Remove Floor, Wall, Eject and Gather Liners.

The City shall have the eject and gather rams removed and the hydraulic oil tank drained and cleaned. The Contractor shall remove floor liner, wall liners, eject and gather ram liners on the City's north baler. The City will provide up to three (3) laborers to assist the Contractor with removing the liners.

C. Cut Liner Material to Fabricate New Liner Plates and Install New Liners.

Contractor shall clean the baler as required for installation of new liner wear plates and shall cut AR-450 Hardox steel to fabricate new liner plates. The liner plates shall be cut for pressure tight fit. Contractor shall install new liner plates with a porta power to insure a pressure tight fit, and flip ram knives if needed. The City shall provide any machined or bolt-on parts, cutting or welding gas, hold up and hold down bars, porta power, and be responsible for all heavy lifting equipment.

D. Reinstall Rams, Cylinders, and All Deck Plating and Guards.

Contractor shall reinstall gather ram, gather ram cylinder, eject ram and eject ram cylinder, all deck plating and all guards. The City will fill the hydraulic oil tank with oil and initiate baling.

E. All other work described on Exhibit A, which is attached hereto and made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 16th day of June, 2017.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Sixty-Six Thousand Eight Hundred and Fifty Dollars (\$66,850), see Exhibit A.

4. METHOD OF PAYMENT:

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

A. Fifty percent (50%) of payment is due within thirty (30) days of the City receiving the liner material (AR-450 Hardox Steel) from the Contractor, and the remaining fifty percent (50%) of payment is due within thirty (30) days of the Contractor completing the installation of the new liner wear plates.

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
Recykling Industrial Repairs, Inc.

By: Kayla Crumley
Printed Name: Kayla Crumley
Title: Secretary

By: James M. Crumley
Printed Name: JAMES M. CRUMLEY
Title: OWNER

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

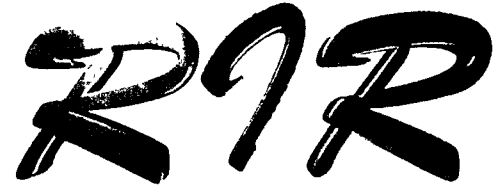
14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

Recykling Industrial Repairs, Inc.
 50 W Railroad Street
 Milan, GA 31060
 mike.crumley@ririinc.com

EXHIBIT A

March 31, 2017
 Cost Quote for
 Reline of North Two
 Ram Baler



Customer: City of Casper
 1886 N. Station Road
 Attn: Tim/Sean
 Casper, WY 82609

Cost Estimate #1052, good for 30-days

DESCRIPTION OF WORK	QUANTITY	RATE	PROJECT COSTS
<p><u>Liner Replacement for North Baler</u>, Unit 141404, 3111</p> <p>Travel to location, set up for work, and remove floor liner, wall liners, eject and gather ram liners. Clean up machine as required for installation of replacement liners. Cut AR-450 Hardox to fabricate new liner plates for installation. All liner plates will be cut for tight fitment on site. Install new liner plates and flip ram knives if needed. Customer will provide hold up and hold down bars.</p> <p>Reinstall main ram, ram cylinder, eject ram and ram cylinder, all deck plating and all guards.</p> <p>This price includes labor, travel, lodging, living expense, Hardox AR-450 liner material and transport of liner material and north baler's damaged piston head.</p> <p>Customer is responsible for cutting or welding gas, all heavy lifting equipment, any machined or bolt on parts, and any material or part not included in this price. Customer shall also provide 3 laborers and the turnaround time on-site for the reline work will be 14-days.</p>	1	\$66,850	\$66,850

TOTAL PROJECT COST \$66,850.00

Fifty percent (50%) of payment is due within 30 days of the City receiving the liner material (AR-450 Hardox Steel) from RIR, and the remaining 50% of payment is due within 30 days of RIR completing the installation of the new liner wear plates.

RESOLUTION NO.17-82

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH RECYKLING INDUSTRIAL REPAIRS, INC., TO REPLACE LINER WEAR PLATES ON A CITY BALER.

WHEREAS, the City of Casper desires to award a professional services contract to Recykling Industrial Repairs, Inc., to replace the liner wear plates on a City baler, Project No. 17-040; and,

WHEREAS, Recykling Industrial Repairs, Inc., is ready and willing to provide these 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, the Contract for Professional Services with Recykling Industrial Repairs, Inc., for the services more specifically delineated in the Professional Services Agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in an amount not to exceed Sixty-Six Thousand Eight Hundred and Fifty Dollars (\$66,850.00).

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenye Humphrey
Mayor

April 19, 2017

MEMO TO: Liz Becher, Interim City Manager *LB*

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

SUBJECT: Authorizing an Agreement with Treto Construction LLC, in the amount of \$304,085 for the South Spruce Street Reconstruction, Project No. 17-025.

Meeting Type & Date:

Regular Council Meeting, May 16, 2017

Recommendation:

That Council, by resolution, authorize an agreement with Treto Construction LLC, for the South Spruce Street Reconstruction, Project No. 17-025, in the amount of \$279,085, and a contingency amount of \$25,000, for a total contract amount of \$304,085.

Summary:

On Wednesday, April 19, 2017, seven (7) bids were received for the South Spruce Street Reconstruction Project. The bid results are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Treto Construction	Casper, Wyoming	\$279,085.00
Installation & Service Co.	Mills, Wyoming	\$302,335.00
Andreen-Hunt	Casper, Wyoming	\$340,350.00
Knife River	Casper, Wyoming	\$349,049.00
Grizzly Excavating	Casper, Wyoming	\$360,915.00
71 Construction	Casper, Wyoming	\$382,374.71
Ramshorn Construction	Casper, Wyoming	\$382,825.00

The Project includes surface mill and overlay, storm sewer improvements, curb and gutter replacement, sidewalk repairs and ADA ramp installations along South Spruce Street between CY Avenue and Collins Drive.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bidders were considered in-state, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations

Funding for this project will be from Budgeted One Cent #15 Optional Sales Tax 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 Treto Construction LLC, 5251 Gladstone, Casper, Wyoming 82609, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to resurface by mill and overlay, make storm sewer improvements, replace curb and gutter and replace damaged sidewalk along South Spruce Street between CY Avenue and Collins Drive and,

WHEREAS, Treto Construction, LLC is able and willing to provide those services specified as the South Spruce Street Reconstruction Project No. 17-025.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the South Spruce Street Reconstruction Project No. 17-025, 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 August 11, 2017, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by August 25, 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 One Thousand Dollars (\$1,000) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for

final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Seventy-Nine Thousand Eighty-Five Dollars (\$279,085) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

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

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 8.4 Addenda No. (2).
- 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:

S. Spruce Street Reconstruction Project No. 17-025

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

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

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2017.

APPROVED AS TO FORM:

Walke Tremont

CONTRACTOR:

ATTEST:

Treto Construction, LLC

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

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: \$ 279,085.00

TOTAL BASE BID, IN WORDS: Two hundred seventy nine thousand eighty Five dollars and 00/100 ----- DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.
- C. 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: Treto Construction, LLC
5251 Gladstone
Casper, WY 82609

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

Submitted on April 19, 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: Treto Construction, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming

(State of Incorporation or Organization)

By: German G. Treto *German G. Treto* (seal)
Managing Member

(Title)

(Seal)

Attest: _____

Business Address: 5251 Gladstone
P. O. Box 50610
Casper, WY 82609

Phone Number: 307-237-8836

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
S. Spruce Street Reconstruction
Project No. 17-025

Bid Date: April 19, 2017

COMPANY NAME: Treto Construction, LLC
 ADDRESS: P.O. Box 50610 Casper, WY 82609

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

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

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	15,000.00	15,000.00
2	Install Project Signs	EA	2	500.00	1,000.00
3	Remove Asphalt Surfacing by Cold Milling	SY	4500	1.50	6,750.00
4	R&R Asphalt Pavement Section (4" Pvm/6" Base)	SY	1750	40.00	70,000.00
5	Sub-Excavate and Install Asphalt Leveling Course	CY	50	120.00	6,000.00
6	Furnish & Install Asphalt Leveling Course	TON	75	80.00	6,000.00
7	F&I 2" Asphalt Overlay	TON	500	80.00	40,000.00
8	R&R Existing Storm Sewer Pipe with 18" PVC Catch Lead	LF	250	35.00	8,750.00
9	R&R Existing Storm Sewer Catch Basin (Depths Vary)	EA	4	2,000.00	8,000.00
10	R&R Storm Manhole Brick Risers with Concrete Risers	EA	3	1,500.00	4,500.00
11	R&R Manhole Ring & Cover	EA	2	500.00	1,000.00
12	Adjust Manhole Top & Install 5'X5' Concrete Diamond	EA	4	450.00	1,800.00
13	Adjust Valve Box Top & Install 33"X33" Concrete Diamond	EA	6	250.00	1,500.00
14	Adjust Catch Basin Top & Install Concrete Apron	EA	6	500.00	3,000.00
15	F&I 2'x8' White X-Walker Bar Marking	EA	40	100.00	4,000.00
16	R&R Concrete Driveway Curbcut & Approach	SF	3650	6.50	23,725.00
17	Miscellaneous Concrete Repairs	SF	3200	5.50	17,600.00
18	R&R Concrete Curb & Gutter (30" Wide, Type B)	LF	2200	20.00	44,000.00
19	R&R Concrete Curbwalk/Sidewalk with Type II or III ADA Ramp	SF	1000	5.50	5,500.00
20	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	8	120.00	960.00
21	Miscellaneous Landscaping Repairs	LS	1	5,000.00	5,000.00
22	F&I Temporary Traffic Control	LS	1	5,000.00	5,000.00
TOTAL BASE BID (ADDITION OF ITEMS 1-22)					279,085.00

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**S. SPRUCE STREET RECONSTRUCTION
CITY ENGINEERING PROJECT NO. 17-025**

by

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

ADDENDUM DATE: April 17, 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)

Andrew Colling

Andrew Colling, Engineering Tech II

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

Greco Construction
Firm

GERMAN G. TRISTO
By: Signature

owner
Title

4-17-17
Date Received

ADDENDUM NO. 2

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**S. SPRUCE STREET RECONSTRUCTION
CITY ENGINEERING PROJECT NO. 17-025**

by

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

ADDENDUM DATE: April 17, 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)

Andrew Colling

Andrew Colling, Engineering Tech II

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

Tieto Construction
Firm

Gregory L. Tosto
By: Signature

OWNER
Title

4-17-17
Date Received

RESOLUTION NO. 17-83

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETTO CONSTRUCTION LLC, FOR THE SOUTH SPRUCE STREET RECONSTRUCTION PROJECT.

WHEREAS, the City of Casper desires to mill and overlay, make storm sewer improvements, replace curb and gutter and repair sidewalk along South Spruce Street between CY Avenue and Collins Drive for the South Spruce Street Reconstruction Project; and,

WHEREAS, Treto Construction LLC, of Casper, Wyoming, is ready, willing and able to provide those services specified as the South Spruce Street Reconstruction Project; 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), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Treto Construction LLC, Casper, Wyoming, for these services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Seventy-Nine Thousand Eighty-Five and 00/100 Dollars (\$279,085), and Twenty-Five Thousand Dollars (\$25,000) for a contingency account, for a total price of Three Hundred Four Thousand Eighty-Five and 00/100 Dollars (\$304,085).

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), 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:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenye Humphrey
Mayor

April 19, 2017

MEMO TO: Liz Becher, Interim City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Cindie Langston, Solid Waste Division Manager
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Double D Welding and Fabrication, Inc., in the amount of \$97,250.00, for the Portable Litter Fencing, Project No. 17-022

Meeting Type & Date

May 16, 2017 Regular Council Meeting

Action Type

Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Double D Welding and Fabrication, Inc., for the Portable Litter Fencing, Project No. 17-022, in the amount of \$77,250.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$20,000.00, for a total project amount of \$97,250.00.

Summary

On Tuesday, April 18, 2017, three (3) bids were received from contractors to fabricate, deliver, assemble, and place ten (10) new sections of portable litter fencing. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
Double D Welding and Fab.	Mills, Wyoming	\$77,250.00
Pepper Tank	Casper, Wyoming	\$88,000.00
Kustom Koncepts	Casper, Wyoming	\$91,800.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. As the low bid was received from an in-state Contractor, no bid preference was granted.

Work is scheduled to be completed by August 11, 2017. The estimate prepared by the City of Casper Engineering Department was \$80,000.00.

Financial Considerations

Funding for this project will be from Balefill Fund Reserves.

Oversight/Project Responsibility

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

Attachments

Agreement
Resolution

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

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Double D Welding and Fabrication, Inc., P.O. Box 445, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to fabricate, deliver, assemble, and place ten (10) new sections of portable litter fencing; and,

WHEREAS, Double D Welding and Fabrication, Inc., is able and willing to provide those services specified as the PORTABLE LITTER FENCE, Project 17-022.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2017 PORTABLE LITTER FENCE, Project 17-022.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper in 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.

Work will be considered substantially complete when all demolition, grading, and installations are complete. Final completion will be granted upon completion of a walk through with Owner's Representative, completion of punchlist, clean up of work site, and de-mobilization.

- 3.1 All work will be substantially completed by July 28, 2017, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by August 11, 2017. Substantial Completion shall include all Work required to make the project operational for its intended use including all paving and concrete work associated with the street, curb and gutter.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual

loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Seventy-Seven Thousand Two Hundred Fifty and 00/100 Dollars (\$77,250.00), 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. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction 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 completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

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 Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule).
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 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 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 Technical Specifications, consisting of six (6) sections.

- 8.13 Special Provisions, consisting of two (2) sections; (01810, 02040)
- 8.14 Contract Drawings, consisting of seventeen (17) Sheets
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

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

DATED this _____ day of _____, 2017.

APPROVED AS TO FORM:
(Portable Litter Fence, Project 17-022)

Wallis Tremont

ATTEST:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Tracey L. Belser

Kenyne Humphrey

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
PORTABLE LITTER FENCE,
Project 17-022

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 July 28, 2017, and completed and ready for final payment not later than August 11, 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: \$ 77250.00

TOTAL BASE BID, IN WORDS: Seventy Seven Thousand
Two Hundred Fifty ^{no/100} DOLLARS.

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

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

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

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.
- C. 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: Double D Welding & Fabrication, Inc
P.O. Box 445
Mills, WY 82644

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

Submitted on April 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: Double D Welding & Fabrication, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Terence Dye, Terence Dye (seal)
President
(Title)

(Seal)

Attest: Gaylene Chaput
Gaylene Chaput

Business Address: P.O. Box 445
2446 Oil Drive
Mills, WY 82644

Phone Number: 307 473 8047

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
Portable Litter Fencing
Project 17-022
April 18, 2017
Casper, Wyoming

Contractor shall furnish and install items 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 Specifications and Drawings are to be considered incidental and merged with costs of other related bid items.

EA = Each

Bid Schedule

Bid Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Portable Litter Fence Section	10	EA	\$ 7,725.00	\$ 77,250.00

• **TOTAL BASE BID IN WORDS:**

Seventy Seven Thousand Two Hundred Fifty ⁰⁰/₁₀₀ — Dollars

This bid submitted by: Double D Welding & Fabrication, Inc.
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 17-84

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DOUBLE D WELDING AND FABRICATION, INC., FOR THE PORTABLE LITTER FENCING, PROJECT NO. 17-022

WHEREAS, the City of Casper desires to fabricate, deliver, assemble, and place ten (10) new sections of portable litter fencing; and,

WHEREAS, Double D Welding and Fabrication, Inc., is able and willing to provide those services specified as the Portable Litter Fencing, Project No. 17-022; 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 Double D Welding and Fabrication, Inc., for the Portable Litter Fencing, Project No. 17-022, in the amount of Seventy-Seven Thousand Two Hundred Fifty and 00/100 Dollars (\$77,250.00).

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 an amount not to exceed Seventy-Seven Thousand Two Hundred Fifty and 00/100 Dollars (\$77,250.00), and Twenty Thousand and 00/100 Dollars (\$20,000.00) for a construction contingency account, for a total price of Ninety-Seven Thousand Two Hundred Fifty and 00/100 Dollars (\$97,250.00).

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 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:




CITY OF CASPER, WYOMING
A Municipal Corporation


ATTEST:

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

April 11, 2017

MEMO TO: Liz Becher, Interim City Manager 

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

SUBJECT: Authorizing a Contract for Professional Services with WLC Engineering in the Amount of \$82,000.00, for the Rotary Park Pathway – Phase II.

Meeting Type & Date

May 16, 2017 Regular Council Meeting

Action type

Resolution

Recommendation

That Council, by resolution, authorize a contract for professional services with WLC Engineering (WLC), for design and construction administration services for the Rotary Park Pathway – Phase II, Project No. 17-011, in the amount of \$82,000.00.

Summary

The City of Casper is the recipient of Transportation Alternative Program (TAP) funds for constructing a pedestrian pathway alongside Casper Mountain Road. The proposed project is to complete the Phase II of the multi-use detached pathway along Casper Mountain Road from the intersection of Wyoming Boulevard and Casper Mountain Road extending to the south for approximately 7,650 feet, or 1.45 miles. The Rotary Park Pathway will provide a safe and separate route for non-drivers along Casper Mountain Road that connects downtown Casper and Casper Mountain.

A request for proposals was sent to qualified consultants to furnish engineering design and construction administration services for the project. The City received six (6) proposals from interested consultants. A selection committee consisting of City staff and members of the Platte River Parkway Trust reviewed the proposals and interviewed three of the consulting firms. The selection committee chose WLC based on their interview and team qualifications. WLC's fee for design and construction administration services is \$82,000.00.

Design services for the project include preparation of construction plans and specifications, and assistance to the City in advertising for, opening, and evaluating construction bids. Construction services include field staking, field observations, attending construction progress meetings, material testing, record drawings, and review of payment applications. Construction of the improvements is to be completed July 2018.

The estimated cost for the project is \$545,000.00, with the TAP funds of \$375,000.00 being matched with \$170,000.00 from budgeted Optional One Cent #15 Sales Tax funds allocated to the Platte River Trails Trust projects.

Financial Considerations

The total contract amount of \$82,000.00 is from Budgeted Current Revenue of the Transportation Alternatives Program Grant Fund, and One Cent #15 Optional Sales Tax Fund.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this ____ day of May, 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. WLC Engineering, 200 Pronghorn, Casper, Wyoming 82601 (“Consultant”).

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

RECITALS

A. The City is undertaking a project to construct a pedestrian pathway alongside Casper Mountain Road.

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

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

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

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

1. SCOPE OF SERVICES:

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

A. Design Phase.

1. The Consultant shall meet with City representatives and members of the Platte River Parkway Trust to discuss proposed project configuration and layout.

2. The Consultant shall provide all services in accordance with the “FY17 Transportation Alternatives Program Subrecipient Agreement Between the Wyoming Department of Transportation and the City of Casper”.
3. The Consultant shall conduct an environmental field inspection and complete the environmental field report; obtain support letters from necessary environmental agencies (SHPO, Fish, Wildlife and Parks, etc.), and submit the environmental documentation to the City to assist in obtaining the Categorical Exclusion or Finding of No Significant Impact. The first payment will **NOT** be available until a Notice to Proceed has been issued and Authorization for Expenditures is given by WYDOT/FHWA.
4. The Consultant shall conduct field surveys to collect topographic data, locate existing utilities, delineate all necessary wetlands as needed to complete the environmental process, and determine any mitigation that may be needed.
5. The Consultant shall install a regional survey control monument per the instructions outlined in the “**Natrona Regional Geospatial Cooperative (NRGC) Regional Survey Monument Detail – REVISION 2016.03.03: SWC**”. The monument shall be installed at the location shown on attached Exhibit “A”, and shall be installed as shown in the City of Casper Standard Monument Detail, attached as Exhibit “B”. The Consultant shall provide all field images and field notes related to the installation of the monument to the City of Casper.
6. The Consultant shall prepare plan sheets that have been approved and signed by a licensed Professional Engineer registered in the State of Wyoming. The plan sheets shall include the proposed area showing the final elevations, grades, alignments, typical sections of the trail, right-of-way and utility plans, and all details necessary for construction, and other details necessary to insure safe passage for the public. All surface or collected storm water must be treated before it exits the project site.
7. The Consultant shall prepare final drawings or as-built drawings on a computer-aided drafting format. Digital format shall be DXF and be compatible with AUTOCAD Version 2015 release or newer. The Consultant shall also provide a final set of plans in 11x17 paper copy designated as “as-builts” approved and signed by a licensed Professional Engineer registered in the State of Wyoming, and a complete set of plans electronically in a pdf format that can be printed as a complete set and to scale, ready for reproduction, if needed, and all CAD files associated to

the project. The project will be designed and presented to the City of Casper utilizing the United States National CAD Standards, as adopted by the City of Casper. The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the Owner's CAD system and in accordance of Casper Municode 16.16.020.

8. The Consultant shall prepare a project cost estimate when preliminary plans are at approximately Fifty percent (50%) complete, at Ninety percent (90%) complete, and at the completion of the design or One Hundred percent (100%) complete.
9. Consultant shall provide the City Engineering Office four (4) copies of the preliminary construction drawings and project manuals to be reviewed by City Staff at Ninety percent (90%) complete.

B. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the Project. This project will be partially funded by federal Transportation Alternative Program (TAP) funds which will require incorporating federal documents in the project Specifications and to obtain and file all TAP required documents throughout the project, as necessary, to comply with all federal audits.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "Standard Specifications for Street Construction," latest version.
3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
4. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany the Owner's Bid Form.
 - c. Edited "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary

Conditions. Consultant shall review these documents, insert modifications where necessary.

- d. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

C. Final Bidding Documents.

1. The Consultant shall provide the City Engineering Office two (2) sets of Bidding Documents two (2) weeks prior to public advertisement for bids. The Consultant shall affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
2. The Consultant shall submit to the City, as a minimum, final drawings consisting of plan sheets showing the pathway and necessary details related to this project, and as follows:
 - a. Title Sheet that shows the project limits and location with respect to the surrounding region. This sheet shall also have an index and legend. The sheet shall bear the Consultant's professional engineer's stamp, date, and signature.
 - b. Typical Section of the pathway with dimensions and stationing.
 - c. Right-of-Way & Utility Plan indicating clearance of right-of-way and utilities for the project.
 - d. Wetland Plan delineating all wetlands that may be affected and or mitigated, and any areas that must be avoided.
 - e. Grading Plan showing the grades and direction of drainage for any runoff with proposed and existing elevations.
 - f. Drainage Details showing size and location of drainage features if necessary.
 - g. Facility/Pathway Amenities details showing the location and orientation necessary for construction including the concrete/asphalt pathway and decorative retaining walls.

3. The Consultant shall provide the City Engineering Office a copy of final drawings of the project in both AUTOCAD format and PDF labeled "FINAL DRAWINGS – CITY OF CASPER – ROTARY PARK PATHWAY PROJECT – PHASE II". The Consultant shall provide the City Engineering Office a copy of the final contract specifications in Microsoft Word format.

D. Advertising and Bidding Phase.

1. The Consultant shall use QuestCDN for advertising, making plans and specifications available, distributing addenda and distributing bidding results. The Consultant shall acquire a login and password from the City of Casper Engineering Office and shall set up the project and include information for advertising on QuestCDN and Casper local newspapers.
2. The Consultant shall send advance notice of the project to interested Bidders.
3. Consultant shall provide the edited "front end" documents in digital form to Owner two (2) weeks prior to project advertisement.
4. The Consultant shall send Bidding Documents to plan centers located in Billings, Denver, Cheyenne, and Casper.
5. The Consultant shall arrange for and conduct a pre-bid conference ten (10) days prior to the bid opening. The consultant shall take minutes of the meeting and distribute them to all plan holders.
6. The Consultant shall prepare Addenda, if necessary, to modify the Bidding Documents and distribute to all plan holders at least seven (7) days prior to the bid opening.
7. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
8. The Consultant shall provide a written opinion to the City Engineering Office, stating a recommendation for awarding the bid.

E. Construction Phase:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General

Conditions of the Construction Contract, No. 1910-8 (1990 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.

2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant will deliver not more than four (4) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ), county, and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities, as necessary, and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full time assistant (or as agreed) at the site to assist Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall

keep Owner informed of the progress of the Work. The RPR and the assistant will be on site for an average of two (2) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.

b. The RPR will be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR are set forth in Exhibit "C", "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

c. RPR Visits and Observation:

1. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s) Work in progress, supervise, direct, or have control over Contractor(s) Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

2. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and

deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

- d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary", including all weather conditions. Construction diary shall contain notes of material conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
 - e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the digital time stamp. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.
 - f. Consultant shall maintain a correspondence file including, but not limited to, all memoranda, correspondence, and minutes of the progress meetings.
 - g. During construction, progress meetings to include Owner's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.
 - h. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.
5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:

- a. Establish horizontal and vertical control for construction of the pathway along the alignment.
 - b. All staking will be done once, and Contractor(s) shall be responsible for additional staking at their cost.
6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. Consultant must notify the City of any such defective work.
 7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.
 8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
 9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), and submit to the City with recommendations prior to approval.
 10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents.
 11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or

decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.

12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:

- a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or

that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
14. Walk-Through. Consultant shall set up a walk-through meeting and must inform City Engineering Staff of time and date before conducting any walk-through to determine if the Work is Substantially Complete along with a final walk-through to determine if the completed work is acceptable. Consultant must recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.E.12.b (Construction Phase).
15. Record Drawings. Consultant shall provide the Owner one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 11"x 17" record drawings to Owner designated as "as-builts" approved and signed by a licensed Professional Engineer registered in the State of Wyoming. Consultant shall also provide to Owner a complete set record drawings of the Project in a PDF format and AutoCad (in conformance with City of Casper and United States National CAD Standards) format compatible with the Owners system, labeled as "Record Drawings – City of Casper – Rotary Park Pathway – Phase II, Project 17-011". The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the Owner's CAD system and in accordance of Casper Municode 16.16.020.

16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up. Consultant shall include City Engineering Staff in said inspections.
17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.
18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.E.1 through I.E.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

The Consultant shall perform the services in accordance with their fee proposal attached as Exhibit "D" and be subject to the terms of the "GENERAL PROVISIONS FOR CONSULTANT CONTRACTS" attached as Exhibit "E", as required by the Transportation Alternative Program through the Wyoming Department of Transportation.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 31st day of December, 2018.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with the Section 1, Scope of Services, not to exceed a lump sum of Eighty-Two Thousand Dollars (\$82,000.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

(This space intentionally left blank)

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

APPROVED AS TO FORM

Walke Trower

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS

CONSULTANT
WLC Engineering

By: Brad Holwegner

By: Shane M. Porter

Printed Name: Brad Holwegner

Printed Name: Shane M. Porter

Title: Project Manager

Title: 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 Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to 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 Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

- C. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- D. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- E. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

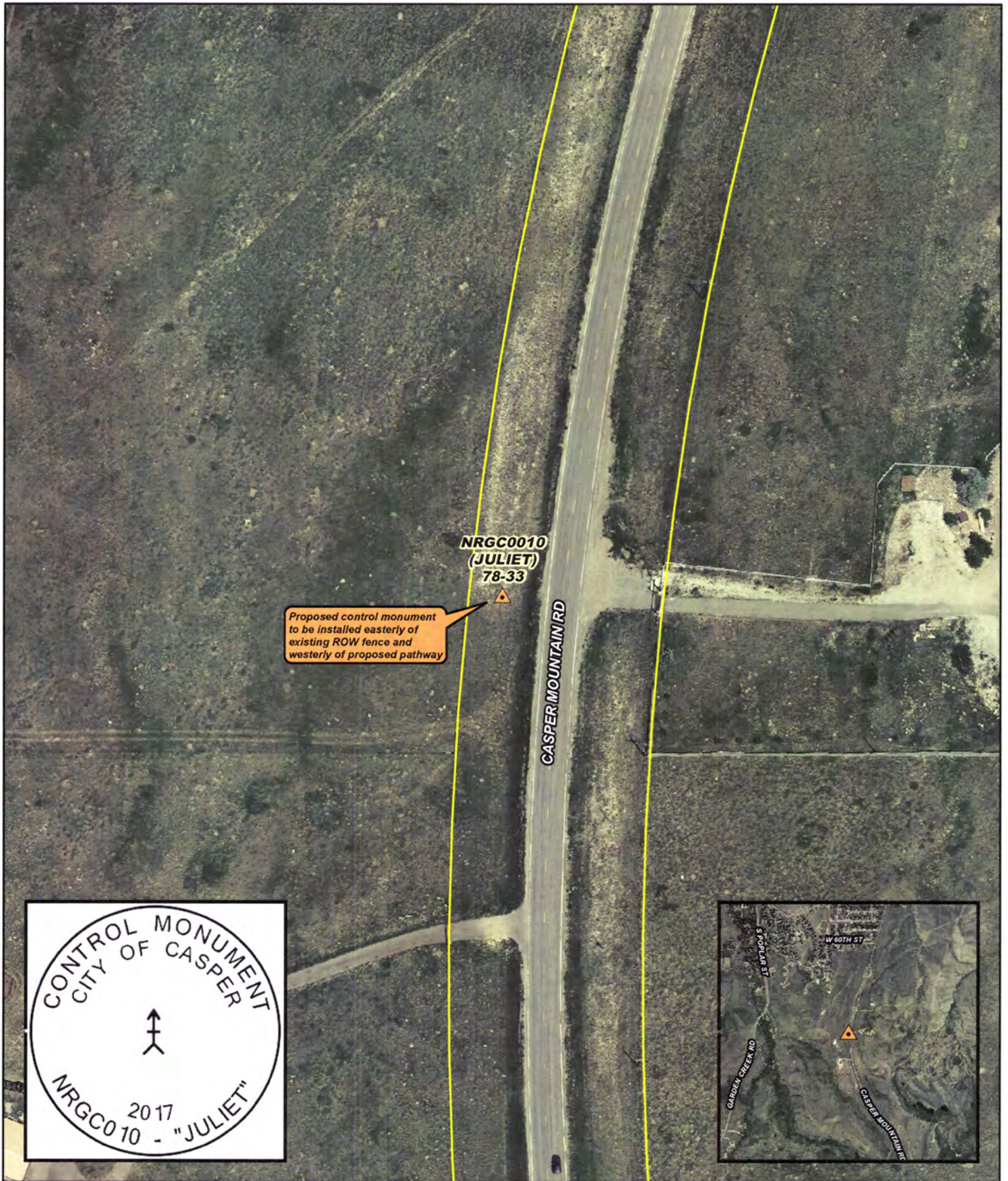
13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

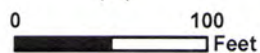
The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only

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



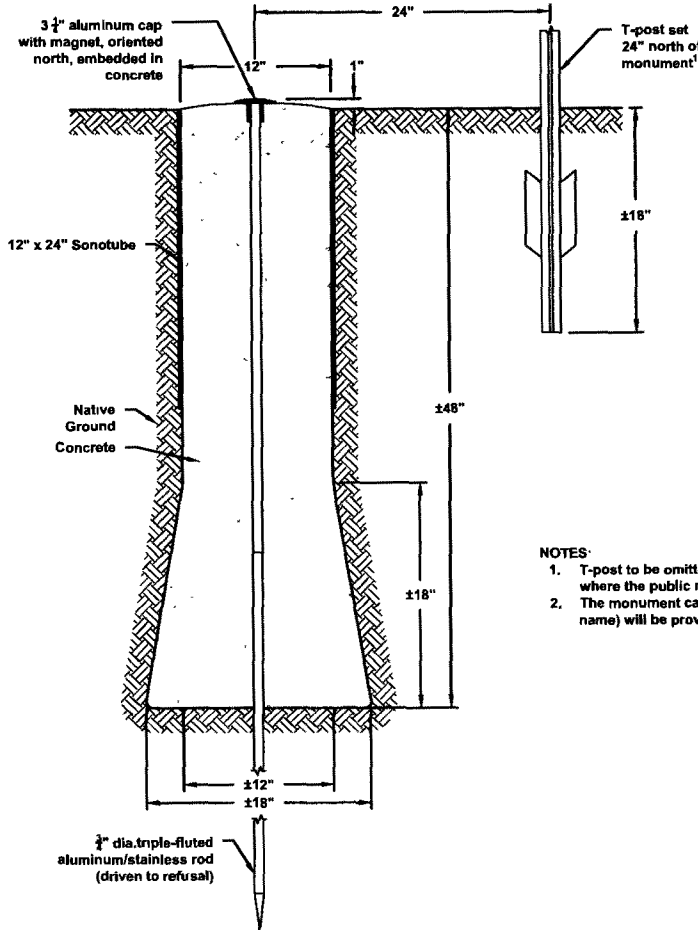
**Natrona Regional Geospatial Cooperative (NRGC):
Proposed Control Monument (NRGC010)
City of Casper, Natrona County, Wyoming**

Prepared By : Sources: Natrona Regional Geospatial Cooperative (NRGC); Date: 2017.03.03;
Path: Q:\City_Manager\IT\GIS\Projects\2015\20150015-City of Casper Control\maps\NRGC010_Juliet.mxd
All data, information, and maps are provided without warranty or any representation of accuracy,
timeliness of completeness even though the City of Casper has used reasonable efforts to make
its data as accurate as possible. Maps and data are to be used for reference purpose only and the
City of Casper shall assume no liability for the use, misuse, accuracy or completeness of this information.

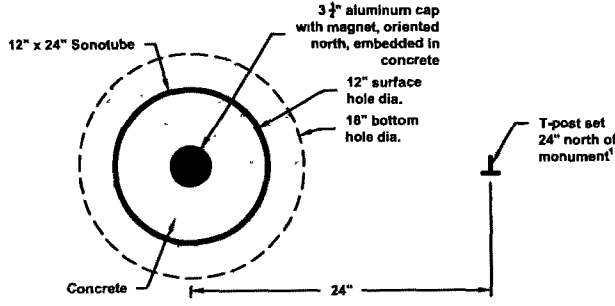


City of Casper
200 North David Street
Casper, WY 82609
(307) 235-8400
www.casperwy.gov

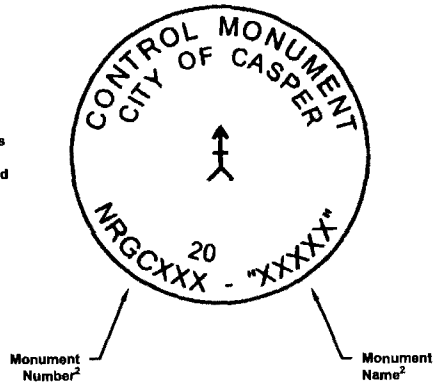
**Survey Control Monument
Installation Detail (Profile View)**



**Survey Control Monument
Installation Detail (Plan View)**



**Survey Control Monument
Installation Detail (Cap Detail)**



- NOTES:**
1. T-post to be omitted in public parks or areas where the public may be harmed.
 2. The monument cap information (number and name) will be provided prior to installation.

CITY OF CASPER ENGINEERING 200 N. DAVID STREET CASPER, WY 82601	PROJECT NO. 20150015
	REVISIONS 2016 10 24 SWC 2017 03 03 SWC
MATRONA REGIONAL GEOSPATIAL COOPERATIVE REGIONAL SURVEY MONUMENT DETAIL	
SHEET 1 OF 1	

EXHIBIT “C”

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

Consultant shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Consultant in observing performance of the work of Consultant(s). The duties and responsibilities of the RPR are limited to those of Consultant in Consultant’s agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is Consultant’s agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR’s actions. RPR’s dealings in matters pertaining to the on-site work shall in general be with Consultant and Contractor keeping Owner advised as necessary. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR.

1. Schedules. Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison.
 - a. Serve as Consultant’s liaison with Contractor, working principally through Contractor’s superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-site operations.
 - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples.
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by Contractor, and notify Consultant of availability of samples for examination.
 - c. Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.

5. Review of Work, Rejection of Defective Work, Inspections, and Tests.
 - a. Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty, or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests are conducted in the presence of appropriate personnel, and observe, record, and report to Consultant appropriate details relative to the test procedures.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.

6. Interpretation of Contract Documents. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.

7. Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendation to Consultant. Transmit to Contractor decisions as issued by Consultant.

8. Records.
 - a. Maintain orderly files for correspondence, reports of job conferences, Shop

Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. To the extent permitted by RPR's presence on the site in accordance with Paragraph 4 of the Agreement, keep a diary or logbook, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- c. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.

9. Reports.

- a. Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and Schedule of Shop Drawing and sample submittals.
- b. Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to Consultant and Owner upon the occurrence of any accident.

10. Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Completion.

- a. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

- b. Conduct final inspection in the company of Consultant, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority.

Resident Project Representative:

- 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Consultant.
- 2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
- 3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
- 4. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
- 6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- 7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specially authorized by Consultant.

Exhibit "D"



CASPER
200 PRINCETON
CASPERS WY 82601
PH 307-266-2524

March 24, 2017

Mr. Terry Cottenoir,
City of Casper
200 North David Street
Casper, WY 82601

RE: FEE PROPOSAL, Request for Proposals for Engineering Services for the City of Casper – Rotary Park Pathway Project, Phase II

Mr. Cottenoir:

This price proposal is based upon the scope of work stated in the Request for Proposals for Engineering Services for City of Casper –Rotary Park Pathway Project, Phase II, the specific scope stated in our proposal, as well as our proposed schedule. The fees for this project are derived from the attached 2017 Fee Schedule.

Our fee for providing the stated scope of services is as follows.

Design Services Fee:	\$34,000.00
<u>Construction services Fee:</u>	<u>\$48,000.00</u>
TOTAL:	82,000.00

This fee is a not-to-exceed value. We will submit an invoice, payment voucher, and Invoice Cover Sheet monthly based upon the actual time and materials expended.

In the event that the City of Casper significantly modifies the scope of work and/or the design schedule or the contractor exceeds the anticipated time for completion, we will request an adjustment to our agreement.

We look forward to working with the City of Casper on this project. Please feel free to contact us with any questions.

Respectfully,
WLC Engineering, Surveying, and Planning

Brad Holwegner, PE
Project Manager

Encl.

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.



ENGINEERING SURVEYING PLANNING
 100 W. WELLS ROAD

2016 - 2017 FEE SCHEDULE

**DEDICATED TO CLIENTS.
 DEFINED BY EXCELLENCE.**

Submitted to: _____

Project: _____

Submitted by: _____

Date: _____

2016 - 2017 MASTER FEE SCHEDULE – CONFIDENTIAL

EFFECTIVE DATE: November 1, 2015

LABOR CHARGES

Staff Type	Hourly Rate
Office Assistant	\$56.00
Clerical/Word Processor	\$62.50
Office Technician	\$68.50
Accounting Research Technician	\$74.00
Archivist	\$85.50
Technician I	\$62.50
Technician II	\$68.50
Engineering Technician I	\$85.50
Engineering Technician II	\$91.00
Engineering Technician III	\$102.50
Engineer I	\$102.50
Engineer II	\$114.00
Engineer III	\$125.00
Engineer IV	\$136.50
Engineer V	\$145.00
Project Manager	\$160.00
Senior Project Manager	\$175.00
Principal	\$199.00

Staff Type	Hourly Rate
Planning Technician	\$93.00
Drafting Technician I	\$79.50
Drafting Technician II	\$85.50
Drafting Technician III	\$91.00
Drafting Technician IV	\$98.50
Drafting Technician V	\$103.50
GIS Technician I	\$87.00
GIS Technician II	\$93.00
GIS Technician III	\$99.50
Surveying Technician I	\$74.00
Surveying Technician II	\$79.50
Surveying Technician III	\$85.50
Surveying Technician IV	\$97.00
Surveying Technician V	\$114.00
Surveyor (L.S.)	\$145.00
Grantsman	\$142.50
Assistant Grantsman	\$92.50

Equipment/Reimbursable	Fee per Unit
Vehicle	\$75.00 per day
Mileage	\$1.00 per mile
Per Diem	\$13.00 per unit
Meals	Cost + 10%
Lodging, travel, etc.	Cost + 10%
Computer Cad/GIS	\$31.75 per hour
Consultants	Cost + 10%
Subcontractors	Cost + 15%
Filing Fees/Recordings	Cost + 10%
3D Laser Scanner	\$150 per hour

Equipment/Reimbursable	Fee per Unit
Field/Office Materials (Int/ Ext)	Cost + 10%
Prints/Maps/Reproduction (Int/Ext)	Cost + 10%
Insurance (Addl. Insur., Waiver, RR)	Quote
Communications (Internal / External)	Cost + 10%
External Delivery	Cost + 10%
GPS (RTK – Hourly Charge)	\$76.00 per hour
Digital Level	\$23.00 per hour
UTV	\$145.00 per day
Robotic TS/Pathfinder – Hourly Charge	\$72.50 per hour
Total Station with Data Collector	\$28.50 per hour
Field/Office Equipment (External)	Cost + 15%

1. All field charges begin at the time of departure and terminate at the time of return to the point of origin (the home office or place of lodging).
2. Final invoiced amounts may vary from cost opinions because of variations in the time of performance, anticipated site conditions or changes in the scope of services.
3. Work over forty (40) hours per week, on weekends or holidays, or beyond normal working hours, at the client's request or convenience, will be charged at a rate of 1.5 times the above fees.
4. Payment is expected within 30 days after the invoice date.
5. Please note our cost opinions are subject to change after 60 days
6. Fees and rates subject to change.
7. Unless otherwise specified in the proposal Client safety requirements will be charged at an additional labor rate of 10%.

2016 - 2017 MASTER FEE SCHEDULE – CONFIDENTIAL

EFFECTIVE DATE: November 1, 2015

MATERIAL TESTING RATES

Reimbursable	Fee per Unit	Reimbursable	Fee per Unit
* Standard Proctor Density Curve – A, B, C, D	*\$52.00 per test	* Resistance to Plastic Flow, Plant Mix	*\$252.00 per set of 3
* Modified Proctor Density Curve – A, B, C, D	*\$63.00 per test	* Resistance to Plastic Flow, Lab Mix	*\$345.50 per set of 3
* I Check Point Proctor – Method—A, B, C, D	\$17.50 per test	* Theoretical Maximum Specific Gravity Rice Test; Plant Mix	*\$89.50 per set of 3
* Nuclear Moisture Density (hour)	*\$20.00 per hour	* Theoretical Maximum Specific Gravity Rice Test; Lab Mix	*\$181.00 per test
* Nuclear Moisture Density (day)	*\$125.00 per day See Labor Charges	* Bulk Specific Gravity of Compacted Bituminous Mixtures	*\$50.00 per test
* Field Density Test – Sandcone		* Bulk Specific Gravity of Compacted Using Wax	See Labor Charges
Relative Density (Minimum/Maximum)	\$370.00 each	Extraction of Bituminous Mix (Chemical)	\$230.00 per test
* Specific Gravity (Soil)	\$50.25 each	Extraction of Bituminous Mix (Oven)	\$153.00 per test
		Immersion Compression Test Plant Mix	\$615.00 per set of 3
* Moisture Test	\$20.00 per test	Immersion Compression Test Lab Mix	\$790.50 per set of 3
* Atterberg Limit Test	\$84.50 per test	Computation of % Air Voids, Voids in the Mineral Aggregate	Quote
* Sieve Analysis 1.5 – #4 Sieve (6 or less)	\$51.50 per test	Ignition Oven Calibration	\$280.00 per mix change
* Sieve Analysis #4 – 200 Sieve Incl. Wash (6 or less)	\$79.00 per test		
* #200 Wash	\$39.75 per test		
* Additional Sieves	\$39.75 per sieve	* Mix Design – Asphalt	\$1 00 per test & See Labor Charges
Hydrometer	\$170.00 each		\$1 00 per test & See Labor Charges
* California Bearing Ratio Test (1 Point)	*\$191.50 per test	* Mix Design – Verification, Asphalt	Cost + 10%
* California Bearing Ratio Test (3 Points)	*\$490.00 per test	* Field Lab	\$220.00 per day
Unconfined Compression Test	\$153.00 each	* Large Shaker on Site	\$165.00 per day
* Hand Penetrometer Test	*\$13.00 each	* Small Shaker on Site	*\$1.75 each
Consolidation/Swell Test	\$215.00 per test		
Permeability Test	\$215.00 per test	* Specific Gravity & Absorption (Coarse)	See Labor Charges
		* Specific Gravity & Absorption (Fine)	See Labor Charges
* Organic Vapor Monitor (hour)	*\$20.25 per hour	* % Crushed Particles (Fractured Faces)	\$1.00 per test & See Labor Charges
* Organic Vapor Monitor (day)	*\$131.00 per day		\$1.00 per test & See Labor Charges
* Water Level Indicator (day)	*\$31.75 per day	* Flat & Elongated Particles	
		* Aggregate Soundness (LA Abrasion)	\$191.50 each
* Environmental Sampling Pump (hour)	*\$23.00 per hour	* Sodium/Magnesium Sulfate (SAS) Test	\$423.50 each
* Environmental Sampling Pump (day)	*\$129.00 per day	* SAS Test – Additional Sieves	\$98.50 each
* Bailers	*\$13.50 each	Fine Aggregate Angularity	\$219.00 each
Asphalt Core Standard 4" Diameter up to 6" depth	*\$39.75 per core	* Unit Weight & Voids in Aggregate	*\$50.50 each
* Concrete Core Standard 4" Diameter up to 6" depth	*\$56.75 per core		
Asphalt Core – Other Sizes Available	*Quote	* Rock Correction	See Labor Charges
* Concrete Core – Other Sizes Available	*Quote	Sand Equivalent (set of 3)	\$340.00 per set
* Compressive Strength of Concrete Cores	*\$42.5 each	* Flow Meter Trailer	*\$285.00 per Test
* Cylinder Molds	*\$3.75 per mold		
* Cylinder Breaks – Concrete, Mortar, Grout	*\$21.25 each	Materials Testing (internal, external or not listed)	Cost + 15%
* Concrete, Mortar, Grout Cubes 2 x 2	*\$28.50 per cube		
* Epoxy Cubes or 3" x 6" Cylinders	*\$39.50 each	Soil Resistivity	\$142.00 each
	\$1.00 per test & See Labor Charges		
* Mix Design – Concrete	See Labor Charges		
* Air, Slump Tests, and Unit Weight	See Labor Charges		
* Sample Preparation, Field Sampling And Transportation	See Labor Charges		

1. Tests are done to applicable ASTM and/or AASHTO and/or ACI standards.
2. *Labor charges additional to stated rate.

Exhibit "E"

GENERAL PROVISIONS FOR CONSULTANT CONTRACTS

The below General Provisions shall also apply to all sub-consultants engaged by the Consultant.

SECTION A. ASSUMPTION OF RISK

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The City of Casper shall notify the Consultant of any state or federal determination of noncompliance.

SECTION B. ENVIRONMENTAL POLICY ACTS

The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

SECTION C. HUMAN TRAFFICKING

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

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

SECTION D. KICKBACKS

The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, The City of Casper may, at its discretion, terminate this Agreement without liability to The City of Casper, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

SECTION E. LIMITATIONS ON LOBBYING ACTIVITIES

By signing this Agreement, the Consultant certifies and agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subconsultants in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

SECTION F. MONITORING ACTIVITIES

The City of Casper shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.

SECTION G. NON-DISCRIMINATION

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

SECTION H. PROFESSIONAL REGISTRATION

The Consultant shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

SECTION I. PUBLICITY

Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify The City of Casper, the Wyoming Department of Transportation (WYDOT) and/or the Federal Highway Administration (FHWA) as the sponsoring agency and shall not be released without prior written approval of The City of Casper and WYDOT.

SECTION J. SUSPENSION AND DEBARMENT

By signing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the debarred vendors list at www.epls.gov. Further, the Consultant agrees to notify [LPA Name] by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

RESOLUTION NO.17-85

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE ROTARY PARK PATHWAY – PHASE II, PROJECT NO. 17-011.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design and construction administration services for the Rotary Park Pathway – Phase II, Project 17-011; and,

WHEREAS, WLC Engineering is able and willing to provide these professional services.

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

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Eighty-Two Thousand Dollars (\$82,000.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:
(Rotary Park Pathway – Phase II, Project No. 17-011)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

April 26, 2017

MEMO TO: Liz Becher, Interim City Manager

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

SUBJECT: Authorizing an Agreement with Full Contact Concrete, LLC for the 2017 Pedestrian Pathways, Project No. 17-019.

Meeting Type & Date:

Regular Council Meeting, May 16, 2017

Recommendation:

That Council, by resolution, authorize an agreement with Full Contact Concrete, LLC in the amount of \$123,075, and a contingency amount of \$20,000, for a total contract amount of \$143,075.

Summary:

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

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

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

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bidders were considered in-state, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations

Funding for this project will be from Budgeted One Cent #13 and One Cent #15 Optional Sales Tax 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 Full Contact Concrete, LLC, PO Box 4282, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install pedestrian pathways at various locations throughout the city and,

WHEREAS, Full Contact Concrete, LLC is able and willing to provide those services specified as the 2017 Pedestrian Pathways Project No. 17-019.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2017 Pedestrian Pathways Project No. 17-019, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by August 31, 2017 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 15, 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) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Twenty-Three Thousand Seventy-Five Dollars (\$123,075) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 8.4 Addenda No. (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:

2017 Pedestrian Pathways Project No. 17-019
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

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

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2017.

APPROVED AS TO FORM:

Wallace Fremont

CONTRACTOR:

ATTEST:

Full Contact Concrete, LLC

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
 2017 Pedestrian Pathways
 Project No. 17-019

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by August 31, 2017, and completed and ready for final payment not later than September 15, 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: \$ 123,075.00

TOTAL BASE BID, IN WORDS: one hundred twenty three thousand
Seventy 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. 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: Full Contact Concrete LLC
P.O. Box 4282
Casper WY 82604

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

Submitted on April 26, 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)

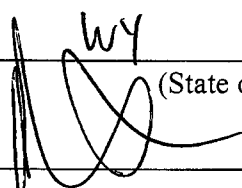
Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Full Contact Concrete LLC (seal)
(Corporation's or Limited Liability Company's Name)

WY
(State of Incorporation or Organization)

By:  - Managing Member (seal)
(Title)

(Seal)

Attest: _____

Business Address: P.O. Box 4282
Casper WY 82604

Phone Number: 307-377-7000

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.)

**ITEMIZED BID SCHEDULE
2017 PEDESTRIAN PATHWAYS PROJECT NO. 17-019**

ABBREVIATIONS

LS = LUMP SUM SY = SQUARE YARD SF = SQUARE FOOT LF = LINEAL FOOT EA = EACH

ITEM NO	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
1	2,600	LF	10' Wide Concrete Pathway w/Basecourse for <u>one hundred and five hundred</u> Dollar(s) and <u>no</u> Cent(s) per lineal foot.	42	50	110,500	00
2	225	LF	6' Wide Concrete Pathway w/Basecourse for <u>Six thousand twenty five</u> Dollar(s) and <u>no</u> Cent(s) per lineal foot.	27	00	6075	00
3	250	LF	5' Wide Concrete Pathway w/Basecourse for <u>five thousand</u> Dollar(s) and <u>no</u> Cent(s) per lineal foot.	20	00	5000	00
4	50	LF	Concrete Curbwalk w/Basecourse for <u>one thousand five hundred</u> Dollar(s) and <u>no</u> Cent(s) per square foot.	30	00	1500	00
TOTAL BASE BID (Addition of Items 1 - 4)							

Bid Submitted By: Full Contact Concrete LLC
(Name of individual, partnership, corporation or LLC, or joint venture)

BS-1 of 1

123,075.00

RESOLUTION NO.17-86

A RESOLUTION AUTHORIZING AN AGREEMENT WITH FULL CONTACT CONCRETE, LLC, FOR THE 2017 PEDESTRIAN PATHWAYS PROJECT.

WHEREAS, the City of Casper desires to install pathways at various locations for the 2017 Pedestrian Pathways Project; and,

WHEREAS, Full Contact Concrete, LLC, of Casper, Wyoming, is ready, willing and able to provide those services specified as the 2017 Pedestrian Pathways Project; 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), 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 Full Contact Concrete, LLC, Casper, Wyoming, for these services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Twenty-Three Thousand Seventy-Five and 00/100 Dollars (\$123,075.00), and Twenty Thousand Dollars (\$20,000) for a contingency account, for a total price of One Hundred Forty-Three Thousand Seventy-Five and 00/100 Dollars (\$143,075.00).

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), 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:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

May 5, 2017

MEMO TO: Liz Becher, Interim City Manager *LB*

FROM: Tracey L. Belser, Assistant City Manager / Support Services Director *TLB*
Pete Meyers, Assistant Support Services Director
Kirk Gunderson, Accountant

SUBJECT: Fiscal Year 2018 Proposed Budget

Meeting Type & Date:

Regular Council Meeting, May 16, 2017

Action type:

Minute Action

Recommendation:

That Council, by Minute action, acknowledge the receipt of the Proposed FY 2018 Budget document.

Summary:

Wyoming State Statute 16-4-104 requires the City Manager to prepare and file a Proposed Budget with the City Council by May 15, 2017. Accordingly, the complete detailed FY 2018 has been delivered to each councilmember.

Council is scheduled to discuss the budget at a series of work sessions that will commence on May 22, 2017. A public hearing for the FY 2018 Budget will be scheduled for June 20, 2017.

Financial Considerations:

No financial considerations.

Oversight/Project Responsibility:

Tracey L. Belser, Assistant City Manager/Support Services Director

Attachments:

None

May 1, 2017

MEMO TO: Liz Becher, Interim City Manager *LB*

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*
Jason Shellabarger, Fleet Maintenance Manager

SUBJECT: Reject all Bids Received for the Purchase of Two (2) New Front End Loaders, to be used in the Solid Waste Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting. May 16, 2017

Action type

Minute Action

Recommendation

That Council, by minute action, reject all of the bids received for the purchase of two (2) new front end loaders, to be used in the Solid Waste Division of the Public Services Department.

Summary

In August 2016, Fleet Services published a notice of bids for two (2) new front end loaders, to be used in the Solid Waste Division of the Public Services Department. Due to concerns raised by a local vendor regarding the bid specs being written too narrowly, appearing to be a sole source purchase, the first bid opening was cancelled in September 2016. In October 2016, Fleet Services met with Solid Waste to revise the bid specs to more general terms and the decision was made to put this request out to bid again rather than request it to be a sole source purchase. On November 3, 2016, five bids were received for the purchase of these new pieces of equipment.

Three of the five bids received didn't fully comply with all the required specifications. The two bids that fully complied with the specifications were from Tri-State Truck and Equipment (Tri-State), Casper, WY and Wyoming Machinery, Mills WY. The award for this purchase was delayed by evaluating if the Volvo loaders bid by Tri-State fully met the required specifications related to the cab air filtration and coupler/attachment configuration. The bid award was further delayed to check the references of Volvo equipment in a landfill application. Due to the delays in awarding this bid, the machines intending to be traded in incurred additional wear and tear, and Tri-State could no longer honor the price at which the bid was presented in November 2016 and withdrew their bid on March 20th, 2017.

As a result of all of the delays in the bid process related to this purchase, City staff is recommending that all bids be rejected at this time. The Public Services Director will evaluate whether or not this will proceed as a sole source request, or re-bid it. If this is re-bid, there will be a requirement of a

pre-bid meeting prior to any re-bid for this purchase to ensure clear understanding by any and all bidders.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Jason Shellabarger, Fleet Maintenance Manager in Support Services.

Attachments

No Attachments

May 1, 2017

MEMO TO: Liz Becher, Interim City Manager *LB*

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*
Jason Shellabarger, Fleet Maintenance Manager

SUBJECT: Authorize the Purchase of Two (2) F250 3/4 Ton 4x4 Pickups from Fremont Motors Co., Casper, Wyoming, in the Estimated Total Amount of \$47,804.84, for Use by the Cemetery Section of the Public Services Department and the Building and Structures Division of the Support Services Department.

Meeting Type & Date

Regular Council Meeting. May 16, 2017

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of two (2) F250 3/4 ton 4x4 pickups, by the State of Wyoming bid process, from Fremont Motors Co., Casper, Wyoming, to be used in the Cemetery Section of the Public Services Department and the Building and Structures Division of the Support Services Department, in the estimated total amount of \$47,804.84.

Summary

Wyoming State Statute allows cities to purchase specific vehicles by utilizing the State bid process. Taking advantage of this process reduces the cost of vehicles purchased by the City of Casper. This purchase will replace one (1) 2003 F250 pickup in the Cemetery Section that is due for replacement by age and hours of operation. The Cemetery pickup is used on a daily basis for tasks throughout the cemetery such as hauling, cleaning, and plowing snow. The other one (1) 2004 F250 pickup in the Building and Structures Division is due for replacement by age and hours of operation and is used daily by maintenance staff to travel with tools and equipment to various jobs throughout the city to perform repairs and maintenance to all City facilities.

As required by Wyoming State Statute 15-1-113(b), the State of Wyoming notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended purchase of the two (2) Ford F250 Pickups meets all of the required specifications for the new cemetery and buildings and grounds division pickups. The bid was as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(2) Ford F250 3/4 Ton 4x4 Pickup	Fremont Motors Casper, WY	\$57,604.84	\$9,800.00	\$47,804.84

Financial Considerations

This purchase is approved in the FY17 adopted budget and is funded by the One Cent #15 Optional Sales Tax Revenue.

Oversight/Project Responsibility

This purchase will be made by Jason Shellabarger, Fleet Maintenance Manager in Support Services with oversight being transferred to Dan Coryell, Parks Manager in Public Services after the equipment is received.

Attachments

No Attachments

April 24, 2017

MEMO TO: Liz Becher, Interim City Manager *LB*

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*
Jason Shellabarger, Fleet Maintenance Manager

SUBJECT: Authorize the Purchase of Three (3) Used Lufkin Van Trailers from CMI-Teco, in the Estimated Total Amount of \$36,366.00, for Use by the Solid Waste Division.

Meeting Type & Date

Regular Council Meeting. May 16, 2017

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of three (3) used Lufkin van trailers, from CMI-Teco, Mills, Wyoming, to be used in the Solid Waste Division of the Public Services Department, in the estimated total amount of \$36,366.00.

Summary

Quotes were requested for three (3) used van trailers. On February 23, 2017, three (3) quotes were received for the purchase of a used piece of equipment, as required by the City of Casper's (Casper) purchasing policy. The recommended trailers are the lowest quote provided, with the exception of the quote received from Jack's Truck and Equipment, which only provided two (2) trailers.

The van trailers will be used to store and haul electronics at the City's transfer station and electronics at the City of Rawlins' (Rawlins) transfer station. Rawlins pays approximately \$7,020 per year to Casper to recycle their electronics. The fee Casper pays its electronics recycler to recycle Rawlins' electronics is approximately \$4,500 per year, leaving \$2,520 for pickup and transport. Buying a used van trailer instead of renting is more cost effective long term. The one-time capital cost of \$12,122.00 to be used to store and transport Rawlins' electronics waste will be recovered in approximately seven (7) years, assuming annual transport costs are \$800.

One (1) trailer will be used at Rawlins to store electronics until full then will be transported to the electronics recycler in Aurora, Colorado. The empty trailer will return to Rawlins within three (3) days of transport to Aurora. The remaining two (2) trailers will be used to store and haul electronic waste including one (1) trailer to store the Town of Baggs' (Baggs) and the Town of Glenrock's (Glenrock) electronic waste and one (1) trailer to store Casper's electronic waste. Casper tracks weights and costs for Baggs' and Glenrock's electronic waste separately from

Casper's electronic waste. Electronic waste shipped from Baggs and Glenrock to Casper are then weighed and stored at the Casper transfer station until a full trailer is ready for transport.

The van trailers from CMI-Teco meet all the required specifications. There is no trade-in associated with this purchase.

The quotes are as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(3) Used Lufkin Van Trailers	CMI-Teco Mills, WY	\$36,366.00	None	\$36,366.00
(3) Used Wabash Van Trailers	Tri-State Truck & Equipment Casper, WY	\$38,461.53	None	\$38,461.53
(2) Used Great Dane Van Trailers	Jacks Truck & Equipment Casper, WY	\$33,000.00	None	\$33,000.00

Financial Considerations

Funding for this purchase comes from Budgeted Use of Reserves of the Balefill Fund.

Oversight/Project Responsibility

This purchase will be made by Jason Shellabarger, Fleet Maintenance Manager in Support Services with oversight being transferred to Sean Orszulak, Solid Waste Superintendent in Public Services after the equipment is received.

Attachments

No Attachments

May 1, 2017

MEMO TO: Liz Becher, Interim City Manager *LB*

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*
Jason Shellabarger, Fleet Maintenance Manager

SUBJECT: Authorize the Purchase of One (1) F350 One Ton 4x4 Pickup, from Fremont Motor Co., Casper, Wyoming, in the Estimated Total Amount of \$27,104.56, for Use by the Streets Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting. May 16, 2017

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) F350 one ton 4x4 pickup, by the State of Wyoming bid process, from Fremont Motors Co., Casper, Wyoming, to be used in the Streets Division of the Public Services Department, in the estimated total amount of \$27,104.56.

Summary

Wyoming State Statute allows cities to purchase specific vehicles by utilizing the State bid process. Taking advantage of this process reduces the cost of vehicles purchased. This purchase will replace one (1) 2006 F350 crew cab in the Streets Division that is due for replacement by age and hours of operation. This Streets pickup is used daily by the paving crew to travel with tools and traffic control equipment to and from various paving jobsites throughout the city.

As required by Wyoming State Statute 15-1-113(b), the State of Wyoming notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended purchase of the Ford F350 pickup meets all of the required specifications for this Streets Department purchase. The bid was as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(1) Ford F350 One Ton Pickup	Fremont Motors Casper, WY	\$33,404.56	\$6,300.00	\$27,104.56

Financial Considerations

This purchase is approved in the FY17 adopted budget and is funded by the One Cent #15 Optional Sales Tax Revenue.

Oversight/Project Responsibility

This purchase will be made by Jason Shellabarger, Fleet Maintenance Manager in Support Services with oversight being transferred to Shad Rogers, Streets Manager in Public Services after the equipment is received.

Attachments

No Attachments

May 2, 2017

MEMO TO: Liz Becher, Interim City Manager *LB*

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director *LB*
Pete Meyers, Assistant Support Services Director
Connie Arnold, Finance Supervisor

SUBJECT: Authorize the discharge of \$1,113.04 of uncollectible accounts receivable balances, aged between the dates of January 1, 2012 and March 31, 2012.

Meeting Type & Date

Regular Council Meeting, May 16, 2017

Action Type

Minute Action

Recommendation

That Council, by Minute Action, authorize the discharge of \$1,113.04 of uncollectible accounts receivable balances, aged between the dates of January 1, 2012 and March 31, 2012.

Summary

Wyoming State Statute 16-4-502 specifies that amounts owed to the City can be discharged by the City Council upon certification of those accounts to the City Council by the City Manager. The accompanying list meets the certification requirement, which requires that an account be uncollectible by means of collection efforts being exhausted, death, or bankruptcy. Staff has cross referenced the current utility accounts, payroll, and accounts receivable database for names and addresses as a final review.

Staff is always reticent to release any debt as uncollectible. After sixty days of pursuit by City Staff, unpaid debts are referred to a private collection agency. But after five years of collection effort, these debts have not been collected. It has become exceedingly unlikely that additional effort expended on collection will result in any additional payments.

On April 4, 2017, City Council authorized the discharge of uncollectible accounts receivable balances aged between the dates of April 1, 2008 and December 31, 2011. The attached accounts receivable list shows all amounts owed up to March 31, 2012. This proposed discharge maintains five (5) years of accounts receivable on the aged trial balance, supporting staff's current workflow to continually clear up bad debt. The total balance of \$1,113.04 is certified for discharge.

Financial Considerations

The accounts requested to be discharged will have no financial impact to the City's reported financial results. The City adjusts bad debt expense at the end of each fiscal year, and because the proposed accounts for write-off are five (5) years old, they have been previously recognized.

Oversight/Project Responsibility

Connie Arnold, Finance Supervisor

Attachments

Summary Table – Fund breakdown of the Uncollectible Accounts Receivable Discharge List
City of Casper Uncollectible Accounts Receivable Discharge Listing – Up Through 3/31/12.

CITY OF CASPER

UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE

January, February, and March 2012

Summary Table

Discharge Reason	Non-Utility	Water Distribution	Wastewater Collection	Refuse Collection	Total Amount
Collection Efforts Exhausted		\$421.70	\$210.20	\$262.42	\$894.32
Deceased	\$110.00				\$110.00
Total	\$110.00	\$421.70	\$210.20	\$262.42	\$1,004.32

CITY OF CASPER

UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE

Up Through 3/31/2012

Listing by Account Holder

<u>Customer Name</u>	<u>Date</u>	<u>Amount</u>	<u>Reason</u>
Burnsed, Timothy	30-Mar-12	\$46.51	Collection Efforts Exhausted
Cain, Rodney	22-Mar-12	\$51.31	Collection Efforts Exhausted
Carlson, Jayson	28-Feb-12	\$64.50	Collection Efforts Exhausted
Cooper, Stacy	22-Mar-12	\$92.04	Collection Efforts Exhausted
Farquhar, Sharon	26-Mar-12	\$30.49	Collection Efforts Exhausted
Gardiner, Lisa	18-Jan-12	\$35.30	Collection Efforts Exhausted
Harrington, Nicole	21-Feb-12	\$15.00	Collection Efforts Exhausted
Hunt, Janelle	21-Feb-12	\$16.92	Collection Efforts Exhausted
Jones, Robert L	9-Mar-12	\$36.77	Collection Efforts Exhausted
Kelly, Nicholas	24-Feb-12	\$93.80	Collection Efforts Exhausted
Naquin, Peter	27-Mar-12	\$32.19	Collection Efforts Exhausted
Pike, Robert	5-Jan-12	\$203.46	Collection Efforts Exhausted
Shade, Amber	2-Mar-12	\$36.68	Collection Efforts Exhausted
Taylor, Christina	1-Mar-12	\$24.49	Collection Efforts Exhausted
Valenzuela, Joseph	12-Jan-12	\$110.00	Deceased
Vines, William	5-Mar-12	\$44.72	Collection Efforts Exhausted
Von Gunten, Todd	29-Mar-12	\$70.14	Collection Efforts Exhausted