

REGULAR COUNCIL MEETING  
Tuesday, October 17, 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.
  - Direct all questions/comments to the Mayor and only the Mayor.
  - No personal attacks on staff or Council.
  - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE OCTOBER 3, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON OCTOBER 11, 2017
4. CONSIDERATION OF BILLS AND CLAIMS

Public Safety



Sustainability  
of Assets & Services

5. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish November 7, 2017, as the Public Hearing Date for Consideration of:
  - a. **Zone Change** of the **CPH Addition**, Generally Located on Aryn Lane, West of Coffman Avenue, from R-2 (One Unit Residential) to R-3 (One to Four Unit Residential).
  - b. Transfer of Ownership Interest in **Retail Liquor License No. 7** Love Holding, LLC, d/b/a **C85@ The Branding Iron**.

6. THIRD READING ORDINANCE

A. Consent

1. Amending Chapter 17.68 of the Casper Municipal Code, Pertaining to **Gaming/Gambling in the C-2 (General Business) Zoning District**.

7. SECOND READING ORDINANCE

A. Consent

1. **Amending Chapter 5** of the Casper Municipal Code Pertaining to **Resort Liquor Licenses**.
2. **Rezone the Former Roosevelt High School Property**, Located at 140 East K Street, from ED (Educational District) to C-2 (General Business).
3. Code Text Amendment to the **Historic Preservation Program**.

8. FIRST READING ORDINANCE

A. **Rocky Mountain Power Franchise Ordinance**.

9. RESOLUTIONS

A. Consent

1. Approving Amendment to **LifeSteps Campus Property Management Contract** with the **Casper Housing Authority**.

9. RESOLUTIONS (continued)

A. Consent

2. Authorizing Fiscal Year 2018 Contract with the **Casper Area Transportation Coalition**, in an Amount not to Exceed \$35,000, for the Provision of **Subsidized Fares to Low-Income Residents**.
3. Authorizing a Procurement Agreement with **North American UV, Inc.**, in the Amount of \$27,900, for 300 UV lamps to be used on the **UV Disinfection System at the Sam H. Hobbs Wastewater Treatment Plant**.
4. Authorizing Contract for Professional Services with **WLC Engineering**, in the Amount of \$52,000, for the **Hogadon Underground Injection Control Program Permit**.
5. Authorizing a Three Year Contract for Professional Services with **ALSCO**, in the Amount of \$193,596 for **Uniform Rental and Professional Laundry Services** for the Public Services Department and Support Services Department.
6. Authorizing a Cooperative Agreement with the **Wyoming Department of Transportation** for **I-25 Litter and Vegetation Control**.
7. Authorizing an Agreement with **Recycled Materials, LLC**, in the Amount of \$161,268.75, for Phase I of the **Plains Furniture Building Demolition Project**.
8. Authorizing Amendment No. 1 to Contract for Professional Services with Thomas F. Duchon & Associates, Inc., d.b.a. **River Oaks Communications Corporation**.
9. Approving, Contingent upon Voter Approval, an **Annual Assessment of Sixteen (16) Mills** against the Assessed Value of Real Property within the **Downtown Development District**, Excluding Real Property Used Exclusively for Residential Purposes.
10. Authorizing a Lease Agreement with **Casper Legion Baseball Club, Inc.**, for the Use of **Crossroads Field 4**.

10. MINUTE ACTION

A. Consent

1. Authorizing the City of Casper to Participate in the **National League of Cities Prescription Discount Program**.

Public Safety



Sustainability  
of Assets & Services

11. COMMUNICATIONS

A. From Persons Present

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

13. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, November 7, 2017 – Council Chambers

6:00 p.m. Tuesday, November 21, 2017 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, October 24, 2017 – Council Meeting Room

4:30 p.m. Tuesday, November 14, 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	OYD	Old Yellowstone District

---

Public Safety



Sustainability  
of Assets & Services

COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
October 3, 2017

Casper City Council met in regular session at 6:00 p.m., Tuesday, October 3, 2017. Present: Councilmembers Hopkins, Johnson, Laird, Morgan, Pacheco, Powell, Walsh and Mayor Humphrey. Absent: Councilmember Huckabay.

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

Mayor Humphrey along with members of Boy Scout Troop 1094 led the audience in the Pledge of Allegiance.

Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by minute action, approve the minutes of the September 19, 2017, regular Council meeting, as published in the Casper-Star Tribune on September 24, 2017. Motion passed.

Moved by Councilmember Pacheco, seconded by Councilmember Morgan, to, by minute action, approve payment of the October 15, 2017, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims  
10/03/17

71Construction	Projects	\$21,127.11
AllTrees	Services	\$686.53
AMBI	Services	\$165.83
AppleCmptr	Equip	\$3,258.99
ATruijillo	Reimb	\$214.16
Balefill	Services	\$57,014.05
BankOfAmerica	Goods	\$196,135.10
BarDSigns	Goods	\$880.69
BHEnergy	Services	\$13,779.32
BigWind	Services	\$30.00
Brenntag	Goods	\$55,816.47
C/BKight	Refund	\$24.45
CasperHousingAuth	Projects	\$16,397.24
CasperPlanetarium	Services	\$193.00
CasperPubSafetyComm	Services	\$3,195.02
CATC	Funding	\$132,519.00
Centurylink	Services	\$848.60
CHDiagnostic	Services	\$440.00
CIGNA	Services	\$11,383.96
CityofCasper	Services	\$13,833.34
CivilEngineeringProfessionals	Projects	\$4,149.00

Comtronix	Services	\$119.85
CPSM	training	\$1,134.12
CrimeSceneInfo	Services	\$86.25
CstmzdStriping	Services	\$350.00
CtrlWySrSvcs	Funds	\$22,400.50
DeltaDental	Services	\$1,506.20
DMcgoonan	Refund	\$44.33
DNelson	Reimb	\$65.01
DoubleDWelding	Services	\$8,685.00
DPCIndustries	Goods	\$11,971.81
EBarrus	Refund	\$75.00
EMBGolfCarts	Goods	\$93.62
EnvironmentalCivilSolutions	Services	\$3,190.39
ETech	Services	\$4,750.00
FirstData	Services	\$1,845.54
FirstInterstateBank	Services	\$2,842.75
GButler	Refund	\$43.39
GlobalSpect	Funding	\$82,909.91
GSGArchitecture	Services	\$3,827.50
Hach	Goods	\$855.43
HallsCstmPvng	Svc	\$48,568.00
HDR Engineering	Projects	\$6,702.50
HedquistConstruction	Projects	\$23,400.00
HewlettPackard	Goods	\$2,901.07
HighPlainsConstruction	Goods	\$224.10
Homax	Goods	\$34,260.17
IndRepairSvc	Supp	\$247.04
Installation&Svc	Projects	\$51,547.50
JGreenwood	Reimb	\$126.62
JTLGroup	Services	\$8,965.65
KgwcTv	Services	\$200.00
KHallock	Reimb	\$140.38
KTWO-TV	Services	\$1,030.00
LASkiles	Easement	\$3,250.00
LSkiles	Easement	\$3,250.00
LStarnes	Reimb	\$254.01
MCCI	Services	\$10,273.20
McMurryReadyMix	Goods	\$681.00
MFWalzInc	Svcs	\$43.90
NC Clerk	Services	\$180.00
NCHHealthDept	Funding	\$22,500.00
NordicSound	Goods	\$3,728.00
OlsonAutobody	Services	\$15,852.26
OneCallofWy	Services	\$992.25
Pepsi	Goods	\$363.25
Pntwrks	Services	\$97.16

PostalPros	Services	\$9,914.37
PrecisionDemo	Services	\$2,562.00
Raftelis	Services	\$20,881.00
RapidFireProtection	Services	\$20,222.70
ResourceManagement	Goods	\$615.75
RockyMtnPower	Services	\$207,355.32
RodBarstadsPnt	Services	\$2,397.65
RTenney	Refund	\$54.47
RYoung	Reimb	\$89.34
SamParsonsUpholstery	Services	\$337.00
SchwartzBonWalkerStuder	Services	\$9,594.00
ScsAquaterra	Services	\$79,487.32
SolidWasteProfessionals	Services	\$8,809.88
Spectrum	Funding	\$45,250.00
SShipman	Reimb	\$75.00
StealthPartnerGroup	Services	\$54,334.68
TrihydroCorp	Projects	\$2,205.25
WasteWaterTreatment	Funding	\$600.00
Waters&SonCosntruction	Services	\$9,287.05
WBohman	Reimb	\$670.50
WesternBusiness	Services	\$495.00
WesternWaterConsult	Services	\$27,322.84
WilliamsPorterDay	Services	\$418.00
WorthingtonLenhart&Carpenter	Services	\$6,418.93
WScoffield	Refund	\$11.66
WYDOT	Services	\$117.32
WYFoxTv	Services	\$240.00
WyNotaryDivision	Goods	\$30.00
WyPeaceOfficers	Services	\$500.00
		\$1,428,963.55

Mayor Humphrey opened the public hearing for the consideration of the rezoning of the former Roosevelt High School property, located at 140 East K Street.

Interim City Attorney Chambers entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated September 11, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated September 18, 2017. City Manager Napier provided a brief report.

Speaking in support were: Kim Summerall-Wright, Executive Director of the Casper Housing Authority; and Pat Sweeney, 951 N. Kimball.

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

Following ordinance read:

ORDINANCE NO. 14-17  
AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS  
4, 5, 6, 7, 8, 9, 10, AND THE SOUTH FORTH (40) FEET OF  
LOT 11, BLOCK 22, NELSONS ADDITION SUBDIVISION IN  
THE CITY OF CASPER, WYOMING.

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

Mayor Humphrey opened the public hearing for the consideration of the zone change of Lots 1-4, Thomas D. Ross #1 Addition, located at 802-808 North Washington Street. Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to, by minute action, continue the public hearing to the November 7, 2017 regular City Council meeting. Motion passed.

Mayor Humphrey opened the public hearing for the consideration of the Municipal Code amendment pertaining to the Historic Preservation Program.

Interim City Attorney Chambers entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated September 11, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated August 28, 2017. City Manager Napier provided a brief report.

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

Following ordinance read:

ORDINANCE NO. 16-17  
AN ORDINANCE AMENDING SECTION 2.40.050 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO THE  
HISTORIC PRESERVATION PROGRAM.

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

Following ordinance read:

ORDINANCE NO. 12-17  
AN ORDINANCE APPROVING A ZONE CHANGE FOR LOT 4  
AND A PORTION OF LOT 5, BLOCK 8 OF THE EAST  
TERRACES ADDITION SUBDIVISION IN THE CITY OF  
CASPER, WYOMING.

Moved by Councilmember Pacheco, seconded by Councilmember Hopkins, to table further consideration of the ordinance. Motion passed.



The following ordinance was considered, on second reading, by consent agenda.

ORDINANCE NO. 13-17  
AN ORDINANCE AMENDING CHAPTER 17.68 OF THE  
CASPER MUNICIPAL CODE, PERTAINING TO  
GAMING/GAMBLING IN THE C-2 (GENERAL BUSINESS)  
ZONING DISTRICT.

Councilmember Johnson presented the foregoing one (1) ordinance for adoption, on second reading, by consent agenda. Seconded by Councilmember Morgan. Motion passed.

Following ordinance read:

ORDINANCE NO. 17-17  
AN ORDINANCE AMENDING CHAPTER 5 OF THE CASPER  
MUNICIPAL CODE PERTAINING TO RESORT LIQUOR  
LICENSES.

Councilmember Morgan presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Johnson. City Manager Napier provided a brief report.

Michael Reid, 1615 Luker Dr., shared his concerns about the language in the ordinance. Interim City Attorney Chambers made a statement regarding this, and Mayor Humphrey indicated that Council would look at the language. Mr. Reid also expressed his concerns about the liability of serving alcohol at the Hogadon Basin Lodge. Councilmembers Laird and Powell made statements on the subject and expressed their concerns.

Pat Sweeney, 951 N. Kimball, requested that Council look at off premise sales and catering for the resort licenses. Mr. Sweeney also commented on the definition of a conference room or convention center, and the pros and cons of serving at the lodge that are being voiced in the community. Councilmembers Walsh, Morgan and Laird asked Mr. Sweeney questions. Mr. Sweeney then suggested that Council consider using a bar and grill license at the facility.

Council discussed the matter. Motion passed.

Vice-President Pacheco took over the meeting for Mayor Humphrey.

Following resolution read:

RESOLUTION NO. 17-187  
A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4  
WITH GRIZZLY EXCAVATING AND CONSTRUCTION LLC  
FOR THE 15<sup>TH</sup> STREET AND ELM STREET  
IMPROVEMENTS, PROJECT NO. 14-68.

Councilmember Morgan presented the foregoing resolution for adoption. Seconded by Councilmember Hopkins. City Manager Napier provided a brief report. Mayor Humphrey returned to the meeting.

Council discussed the item briefly and voted on the resolution. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-182

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

RESOLUTION NO. 17-183

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, "JBL BUSINESS PARK"

RESOLUTION NO. 17-184

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR THE CPU ROOF REPLACEMENT PROJECT FOR THE CITY OF CASPER AND THE REGIONAL WATER SYSTEM.

RESOLUTION NO. 17-185

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PLAYCORE WISCONSIN, INC., DBA GAMETIME C/O GREAT WESTERN RECREATION, FOR THE PARADISE VALLEY PARK PLAYGROUND EQUIPMENT, PROJECT NO. 17-042.

RESOLUTION NO. 17-186

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH CASPER FIGURE SKATING CLUB FOR USE OF THE CASPER ICE ARENA.

RESOLUTION NO. 17-188

A RESOLUTION AUTHORIZING FORM LP-3, ACCEPTANCE CERTIFICATE, FROM THE WYOMING DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION SERVICES RELATED TO THE CY AVENUE AND POPLAR STREET INTERSECTION RECONSTRUCTION PROJECT.

RESOLUTION NO. 17-189

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 TO THE AGREEMENT WITH SHAMROCK ENVIRONMENTAL CORPORATION FOR THE NORTH PLATTE RIVER RESTORATION PROJECT, WYOMING BOULEVARD/ WATER TREATMENT PLANT SITE, PROJECT NO. 15-33.

RESOLUTION NO. 17-190

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGH PLAINS CONSTRUCTION, INC., FOR CASPER FAMILY YMCA SITE IMPROVEMENTS - BID PACKAGE #3, PROJECT NO. 17-071.

RESOLUTION NO. 17-191

A RESOLUTION AUTHORIZING THE ADDITION OF THE CITY OF CASPER INFORMATION TECHNOLOGY DIVISION AND CITY ATTORNEY'S OFFICE AS COMPONENTS OF THE CITY THAT DEAL WITH HEALTH CARE INFORMATION, TO COMPLY WITH THE REQUIREMENTS OF A HYBRID ENTITY IN ACCORDANCE WITH THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996.

Councilmember Johnson presented the foregoing nine (9) resolutions for adoption. Seconded by Councilmember Pacheco. Councilmember Walsh voted nay on Resolution No. 17-190. Motion passed.

Individuals addressing the Council were: Deb Cheatham, 333 S. Socony, providing written decision of the court to Council and requesting information be released regarding the complaint she filed; Wayne Heili, 4210 Deer Run, inviting Council to the clock dedication at David Street Station; Mileage Mike Harrison, 742 N. Jefferson, requesting assistance making motorcycle parades safer; and Keith Goodenough, 333 S. Socony, complementing the eclipse events, requesting that the City no longer endorse sewer line warranties, recommending Council hire different outside legal counsel, suggesting close monitoring of the next optional one cent funding cycle, inquiring about the use of franchise fees to support the Casper Area Economic Development Alliance, and encouraging Council to allow the use of Council Chambers for various groups

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, October 10, 2017, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, October 17, 2017, in the Council Chambers.

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

The meeting was adjourned at 7:37 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

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

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## 71 CONSTRUCTION, INC.

14871HP 1/2" HOT MIX ASPHALT	\$393.66	
14802HP 1/2" HOT MIX ASPHALT	\$299.70	
14758HP 1/2" HOT MIX ASPHALT	\$145.80	
14852HP 1/2" HOT MIX ASPHALT	\$216.00	
14713HP 1/2" HOT MIX ASPHALT	\$469.80	
14757HP 1/2" HOT MIX ASPHALT	\$244.08	
	<b>\$1,769.04</b>	<b>Subtotal for Dept. Streets</b>
	<b>\$1,769.04</b>	<b>Subtotal for Vendor</b>

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

17-09-325 POSTAGE	\$5.70	
	<b>\$5.70</b>	<b>Subtotal for Dept. City Attorney</b>
17-09-229 POSTAGE	\$199.50	
	<b>\$199.50</b>	<b>Subtotal for Dept. Code Enforcement</b>
17-09-329 POSTAGE	\$691.25	
	<b>\$691.25</b>	<b>Subtotal for Dept. Finance</b>
17-09-336 POSTAGE	\$339.33	
17-09-331 POSTAGE	\$3.99	
	<b>\$343.32</b>	<b>Subtotal for Dept. Health Insurance</b>
17-09-342 POSTAGE	\$78.48	
	<b>\$78.48</b>	<b>Subtotal for Dept. Metro Animal</b>
17-09-339 POSTAGE	\$441.53	
	<b>\$441.53</b>	<b>Subtotal for Dept. Police</b>
17-09-338 POSTAGE	\$0.57	
	<b>\$0.57</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
17-09-337 POSTAGE	\$23.52	
	<b>\$23.52</b>	<b>Subtotal for Dept. Recreation</b>
	<b>\$1,783.87</b>	<b>Subtotal for Vendor</b>

## A-1 PORTABLES & SERVICES

2024 PORTABLES	\$42.00	
	<b>\$42.00</b>	<b>Subtotal for Dept. Balefill</b>
	<b>\$42.00</b>	<b>Subtotal for Vendor</b>

## AAA LANDSCAPING

14028 WEED MOWING	\$1,937.16	
14134 WEED MOWING	\$80.00	
13969 WEED MOWING	\$362.46	
	<b>\$2,379.62</b>	<b>Subtotal for Dept. Code Enforcement</b>
	<b>\$2,379.62</b>	<b>Subtotal for Vendor</b>

## ACCENT ENVIROBALE, INC.

378545 REPLACE SWITCH BAGGER	\$496.15	
	<b>\$496.15</b>	<b>Subtotal for Dept. Balefill</b>
	<b>\$496.15</b>	<b>Subtotal for Vendor</b>

## ADRIAN MONTES

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## ADRIAN MONTES

RIN0028072 BOOT REIMBURSEMENT	\$65.61	
	<b>\$65.61</b>	Subtotal for Dept. Refuse Collection
	<b>\$65.61</b>	Subtotal for Vendor

## AMERICAN TITLE AGENCY, INC.

80-120901 OWNER AND ENCUMBRANCE REPORT	\$125.00	
	<b>\$125.00</b>	Subtotal for Dept. Refuse Collection
	<b>\$125.00</b>	Subtotal for Vendor

## ANDREEN HUNT CONSTRUCTION, INC.

3552 E CASPER ZONE III WATER SYSTEM	\$67,130.18	
3552 E CASPER ZONE III WATER SYSTEM	\$136,294.61	
3552 RETAINAGE	(\$20,342.48)	
RIN0028098 RETAINAGE	\$20,342.48	
	<b>\$203,424.79</b>	Subtotal for Dept. Water
	<b>\$203,424.79</b>	Subtotal for Vendor

## ARROWHEAD HEATING & AIR CONDITIONING

9851 FILTER CHANGE	\$180.00	
	<b>\$180.00</b>	Subtotal for Dept. Balefill
	<b>\$180.00</b>	Subtotal for Vendor

## BRENNTAG PACIFIC, INC.

BPI770145 CHEMICAL	\$13,972.85	
BPI770146 CHEMICAL	\$13,131.95	
BPI770147 CHEMICAL	\$13,354.80	
BPI770144 CHEMICAL	\$13,694.89	
	<b>\$54,154.49</b>	Subtotal for Dept. Water Treatment Plant
	<b>\$54,154.49</b>	Subtotal for Vendor

## BRIAN WILLIAMS

RIN0028026 BOOT REIMBURSEMENT	\$75.00	
	<b>\$75.00</b>	Subtotal for Dept. Balefill
RIN0028073 CLOTHING REIMBURSEMENT	\$58.90	
	<b>\$58.90</b>	Subtotal for Dept. Refuse Collection
	<b>\$133.90</b>	Subtotal for Vendor

## CARR COATINGS, LLC.

RIN0028118 RETAINAGE RELEASE	\$3,175.00	
	<b>\$3,175.00</b>	Subtotal for Dept. Waste Water
RIN0028103 RETAINAGE RELEASE	\$8,777.35	
	<b>\$8,777.35</b>	Subtotal for Dept. Water
	<b>\$11,952.35</b>	Subtotal for Vendor

## CASELLE, INC.

83529 MAINTENANCE SUPPORT	\$75.00	
	<b>\$75.00</b>	Subtotal for Dept. Finance

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## CASELLE, INC.

**\$75.00** Subtotal for Vendor

## CASPER PUBLIC UTILITIES

RIN0028091 SANITATION  
RIN0028091 SEWER

\$106.50  
\$21.65

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

**\$128.15** Subtotal for Vendor

## CENTRAL PAINT & BODY

32390 BODY SHOP REPAIR

\$625.50

**\$625.50** Subtotal for Dept. Fleet Maintenance

**\$625.50** Subtotal for Vendor

## CENTRAL WY. REGIONAL WATER

156011 SYSTEM INVESTMENT FEES  
156009 WHOLESALE WATER

\$6,198.00  
\$648,556.98

**\$654,754.98** Subtotal for Dept. Water

**\$654,754.98** Subtotal for Vendor

## CENTRAL WY. SENIOR SVCS., INC.

JC130182 FUNDING

\$32,308.00

**\$32,308.00** Subtotal for Dept. One Cent #15

**\$32,308.00** Subtotal for Vendor

## CENTURYLINK

RIN0028097 PHONE USE

\$58.73

**\$58.73** Subtotal for Dept. Balefill

RIN0028106 PHONE USE

\$125.72

**\$125.72** Subtotal for Dept. Casper Events Center

RIN0028106 PHONE USE

\$25.07

**\$25.07** Subtotal for Dept. City Attorney

RIN0028106 PHONE USE

\$34.50

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

RIN0028106 PHONE USE

\$25.07

**\$25.07** Subtotal for Dept. City Manager

RIN0028106 PHONE USE

\$64.90

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

RIN0028106 PHONE USE

\$18.90

RIN0028106 PHONE USE

\$5.05

RIN0028106 PHONE USE

\$238.44

RIN0028092 PHONE USE

\$489.55

**\$751.94** Subtotal for Dept. Communications Center

RIN0028106 PHONE USE

\$30.88

AP00013210051722 PHONE USE

\$1,884.15

AP00014310051722 PHONE USE

\$947.38

**\$2,862.41** Subtotal for Dept. Finance

RIN0028106 PHONE USE

\$25.47

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## CENTURYLINK

RIN0028106 PHONE USE	\$23.40	
RIN0028106 PHONE USE	\$30.88	
	<b>\$79.75</b>	<b>Subtotal for Dept. Fire</b>
RIN0028106 PHONE USE	\$25.07	
RIN0028106 PHONE USE	\$62.92	
	<b>\$87.99</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
RIN0028106 PHONE USE	\$25.07	
	<b>\$25.07</b>	<b>Subtotal for Dept. Ice Arena</b>
RIN0028106 PHONE USE	\$64.82	
	<b>\$64.82</b>	<b>Subtotal for Dept. Metro Animal</b>
RIN0028106 PHONE USE	\$179.24	
RIN0028106 PHONE USE	\$121.81	
	<b>\$301.05</b>	<b>Subtotal for Dept. Parks</b>
RIN0028106 PHONE USE	\$1,009.57	
RIN0028106 PHONE USE	\$295.28	
RIN0028106 PHONE USE	\$157.66	
RIN0028106 PHONE USE	\$30.88	
RIN0028106 PHONE USE	\$10,904.17	
RIN0028106 PHONE USE	\$125.74	
	<b>\$12,523.30</b>	<b>Subtotal for Dept. Police</b>
RIN0028106 PHONE USE	\$102.77	
RIN0028106 PHONE USE	\$30.88	
RIN0028106 PHONE USE	\$29.59	
RIN0028106 PHONE USE	\$37.88	
	<b>\$201.12</b>	<b>Subtotal for Dept. Recreation</b>
RIN0028106 PHONE USE	\$1,775.75	
RIN0028106 PHONE USE	\$56.18	
	<b>\$1,831.93</b>	<b>Subtotal for Dept. Waste Water</b>
RIN0028106 PHONE USE	\$194.70	
	<b>\$194.70</b>	<b>Subtotal for Dept. Water</b>
	<b>\$19,258.07</b>	<b>Subtotal for Vendor</b>

## CH DIAGNOSTIC & CONSULTING SVC., INC.

20170988 EPA COMPLIANCE TEST	\$440.00	
	<b>\$440.00</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
	<b>\$440.00</b>	<b>Subtotal for Vendor</b>

## CITY OF CASPER - BALEFILL

525/155919 SANITATION	\$21.62	
525/155842 SANITATION	\$18.33	
	<b>\$39.95</b>	<b>Subtotal for Dept. Hogadon</b>
247/155940 SANITATION	\$81.00	
	<b>\$81.00</b>	<b>Subtotal for Dept. Parks</b>
2772/156000 SANITATION	\$6,188.49	
2772/155844 SANITATION	\$5,607.10	
2772/155878 SANITATION	\$5,237.21	

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## CITY OF CASPER - BALEFILL

2772/155922-931 SANITATION	\$5,481.57	
2772/155714 SANITATION	\$5,791.81	
2772/155746 SANITATION	\$5,896.15	
2772/155973 SANITATION	\$6,250.06	
2772/155672-682 SANITATION	\$5,725.07	
2772/156049 SANITATION	\$5,638.59	
	<b>\$51,816.05</b>	<b>Subtotal for Dept. Refuse Collection</b>
1276/155997 SANITATION	\$110.45	
1276/155918 SANITATION	\$102.46	
	<b>\$212.91</b>	<b>Subtotal for Dept. Waste Water</b>
	<b>\$52,149.91</b>	<b>Subtotal for Vendor</b>

## CITY SVC. ELECTRIC CO., INC.

71885 KIDNEY LOOP PUMP WIRING	\$3,713.52	
	<b>\$3,713.52</b>	<b>Subtotal for Dept. Balefill</b>
	<b>\$3,713.52</b>	<b>Subtotal for Vendor</b>

## CIVIL ENGINEERING PROFESSIONALS, INC.

15-031-13 DESIGN & CONSTRUCTION ADMINI	\$2,425.00	
	<b>\$2,425.00</b>	<b>Subtotal for Dept. Balefill</b>
17-006-06 MCKINLEY STREET UNDERPASS	\$8,311.50	
	<b>\$8,311.50</b>	<b>Subtotal for Dept. Streets</b>
14-066-31 EAST CASPER ZONE III PROJECT	\$12,692.60	
14-066-31 EAST CASPER ZONE III PROJECT	\$6,251.58	
	<b>\$18,944.18</b>	<b>Subtotal for Dept. Water</b>
	<b>\$29,680.68</b>	<b>Subtotal for Vendor</b>

## COLLECTION CENTER INC.

972000000381 COLLECTION FEES	\$62.11	
	<b>\$62.11</b>	<b>Subtotal for Dept. Refuse Collection</b>
972000000381 COLLECTION FEES	\$47.20	
	<b>\$47.20</b>	<b>Subtotal for Dept. Sewer</b>
972000000381 COLLECTION FEES	\$139.13	
	<b>\$139.13</b>	<b>Subtotal for Dept. Water</b>
	<b>\$248.44</b>	<b>Subtotal for Vendor</b>

## COLTEN CARPENTER

8452 CLOTHING REIMBURSEMENT	\$374.93	
	<b>\$374.93</b>	<b>Subtotal for Dept. Police</b>
	<b>\$374.93</b>	<b>Subtotal for Vendor</b>

## COMMUNICATION TECHNOLOGIES, INC.

79743 HOGADON WRLSS RECEIVER	\$1,341.00	
	<b>\$1,341.00</b>	<b>Subtotal for Dept. Hogadon</b>
79068 SIREN REPAIRS	\$51.50	
79071 FUSE REPLACEMENT	\$51.50	
79737 SWAP COBAN CPU	\$51.50	



# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## COMMUNICATION TECHNOLOGIES, INC.

79065 TUNED TO FACTORY SPECS	\$51.50		
	<b>\$206.00</b>	Subtotal for Dept.	Police
79062 NEW VEHICLE INSTALLATIONS	\$3,750.00		
79772 LED LIGHT BAR INSTALLATION	\$2,750.00		
79774 LIGHT BAR AND PARTS	\$1,665.00		
	<b>\$8,165.00</b>	Subtotal for Dept.	Police Equipment
	<b>\$9,712.00</b>	Subtotal for Vendor	

## COMMUNITY BUILDERS, INC.

2017-650 SUPERVISOR TRAINING	\$1,319.75		
	<b>\$1,319.75</b>	Subtotal for Dept.	Property & Liability Insurance
	<b>\$1,319.75</b>	Subtotal for Vendor	

## CONDUENT INCORPORATED

1402487 CLOUD ANNUAL CONTRACT	\$15,740.00		
	<b>\$15,740.00</b>	Subtotal for Dept.	Fire
	<b>\$15,740.00</b>	Subtotal for Vendor	

## COWDIN CLEANING

201241 CUSTODIAL SERVICES	\$816.00		
	<b>\$816.00</b>	Subtotal for Dept.	Buildings & Grounds
	<b>\$816.00</b>	Subtotal for Vendor	

## DAVE LODEN CONSTRUCTION

RIN0028082 LEAK REPAIR - SENIOR CENTER	\$720.00		
	<b>\$720.00</b>	Subtotal for Dept.	Buildings & Grounds
RIN0028081 FLASH PIPE REPAIRS - ICE ARENA	\$250.00		
	<b>\$250.00</b>	Subtotal for Dept.	Perpetual Care
	<b>\$970.00</b>	Subtotal for Vendor	

## DELL MARKETING LP

10191915731 ADOBE CLOUD	\$415.52		
	<b>\$415.52</b>	Subtotal for Dept.	Balefill
091217ITCFO OFFICE PRO PLUS 2016	\$338.35		
	<b>\$338.35</b>	Subtotal for Dept.	Finance
10191915740 ADOBE PREMIERE PRO	\$356.08		
	<b>\$356.08</b>	Subtotal for Dept.	Parks
10190828473 ACROBAT LICENSE	\$397.23		
	<b>\$397.23</b>	Subtotal for Dept.	Police
10191915731 ADOBE CLOUD	\$415.51		
	<b>\$415.51</b>	Subtotal for Dept.	Refuse Collection
	<b>\$1,922.69</b>	Subtotal for Vendor	

## DELTA CONSTRUCTION INC

RIN0028129 RETAINAGE	\$2,237.25		
	<b>\$2,237.25</b>	Subtotal for Dept.	Capital Projects -Engineering
15 RETAINAGE	(\$2,237.25)		

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## DELTA CONSTRUCTION INC

15 HOGADON LODGE  
RIN0028122 HOGADON LODGE

**(\$2,237.25) Subtotal for Dept.** Capital Projects- Hogadon  
\$69,691.00  
\$1,701.00  
**\$71,392.00 Subtotal for Dept.** Hogadon  
**\$71,392.00 Subtotal for Vendor**

## DOUBLE D WELDING & FABRICATION INC.

4329 REPAIR TAILGATE

\$455.00  
**\$455.00 Subtotal for Dept.** Fleet Maintenance  
**\$455.00 Subtotal for Vendor**

## ELIZABETH BECHER

4879 DUES REIMBURSEMENT

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

## EMB GOLF CARTS

RIN0028093 PARTS

\$103.83  
**\$103.83 Subtotal for Dept.** Parks  
**\$103.83 Subtotal for Vendor**

## ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

5160 LIFT STATION UPGRADES

\$4,185.50  
**\$4,185.50 Subtotal for Dept.** Refuse Collection  
**\$4,185.50 Subtotal for Vendor**

## FIRST DATA MERCHANT SVCS CORP.

REMI1275276 CREDIT CARD FEES

\$91.00  
**\$91.00 Subtotal for Dept.** Cemetery

REMI1275274 CREDIT CARD FEES

\$118.79  
**\$118.79 Subtotal for Dept.** Code Enforcement

REMI1275275 CREDIT CARD FEES

\$29.61  
**\$29.61 Subtotal for Dept.** Engineering

REMI1275253 CREDIT CARD FEES

\$1,822.53  
**\$1,822.53 Subtotal for Dept.** Finance

REMI1275269 CREDIT CARD FEES

\$77.04  
**\$77.04 Subtotal for Dept.** Metro Animal  
**\$2,138.97 Subtotal for Vendor**

## FIRST INTERSTATE BANK

RIN0028116 LOCKBOX FEES  
RIN0028115 SERVICE CHARGES

\$2,106.83  
\$582.04  
**\$2,688.87 Subtotal for Dept.** Finance

RIN0028114 SERVICE AWARDS  
RIN0028113 SERVICE AWARDS

\$320.00  
\$27.00  
**\$347.00 Subtotal for Dept.** Human Resources

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## FIRST INTERSTATE BANK

**\$3,035.87** Subtotal for Vendor

## FIRST VETERINARY SUPPLY

V33558 CONTROLLED SUBSTANCES

\$149.33

**\$149.33** Subtotal for Dept. Metro Animal

**\$149.33** Subtotal for Vendor

## FULL CONTACT CONCRETE, LLC

001154 WELLS PARK SHELTER RENOVATION

\$7,548.92

001154 PARK IMPROVEMENTS

\$5,147.08

**\$12,696.00** Subtotal for Dept. Parks

**\$12,696.00** Subtotal for Vendor

## GARY MARSH, INC.

384 COMMISSION FEES

\$10,130.85

**\$10,130.85** Subtotal for Dept. Golf Course

**\$10,130.85** Subtotal for Vendor

## GOLDER ASSOCIATES

491927 LANDFILL GAS COLLECTION

\$3,418.23

RIN0028080 SYSTEM BID SUPPORT

\$1,330.11

492566 LANDFILL ENVIRONMENTAL

\$362.25

**\$5,110.59** Subtotal for Dept. Balefill

**\$5,110.59** Subtotal for Vendor

## GRIZZLY EXCAVATING & CONST. LLC.

RIN0028120 RETAINAGE

\$1,103.79

**\$1,103.79** Subtotal for Dept. Capital Projects - Engineering

RIN0028119 RETAINAGE

(\$1,103.79)

RIN0028100 RETAINAGE

(\$2,557.10)

**(\$3,660.89)** Subtotal for Dept. Capital Projects - Streets

RIN0028119 15TH & ELM ST IMPROVEMENT

\$681.71

**\$681.71** Subtotal for Dept. Sewer

RIN0028100 ENGLISH AVENUE IMPROVEMENTS

\$32,455.00

RIN0028100 ENGLISH AVENUE IMPROVEMENTS

\$13,766.00

RIN0028119 15TH & ELM ST IMPROVEMENT

\$19,315.25

RIN0028100 ENGLISH AVENUE IMPROVEMENTS

\$4,081.96

RIN0028100 ENGLISH AVENUE IMPROVEMENTS

\$15,152.49

**\$84,770.70** Subtotal for Dept. Streets

RIN0028119 15TH & ELM ST IMPROVEMENT

\$2,726.86

**\$2,726.86** Subtotal for Dept. Water

**\$85,622.17** Subtotal for Vendor

## HACH CO., CORP.

10631706 LAB SUPPLIES

\$75.00

**\$75.00** Subtotal for Dept. Water Treatment Plant

**\$75.00** Subtotal for Vendor

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## HEDQUIST CONSTRUCTION

RIN0028111 RETAINAGE	\$8,026.28	
	<b>\$8,026.28</b>	Subtotal for Dept. Capital Projects - Engineering
	<b>\$8,026.28</b>	Subtotal for Vendor

## HEDQUIST CONSTRUCTION, INC.

RIN0028109 RETAINAGE	\$3,789.00	
RIN0028110 RETAINAGE	(\$8,026.28)	
	<b>(\$4,237.28)</b>	Subtotal for Dept. Capital Projects - Engineering
RIN0028108 RETAINAGE	(\$3,789.00)	
	<b>(\$3,789.00)</b>	Subtotal for Dept. Capital Projects - Parks
RIN0028108 ROBERTSON RD TRAIL EXTENSION	\$30,312.00	
RIN0028108 ROBERTSON RD TRAIL EXTENSION	\$7,578.00	
	<b>\$37,890.00</b>	Subtotal for Dept. Parks
RIN0028110 K STREET IMPROVEMENTS	\$2,809.20	
	<b>\$2,809.20</b>	Subtotal for Dept. Sewer
RIN0028110 K STREET IMPROVEMENTS	\$33,710.37	
RIN0028110 K STREET IMPROVEMENTS	\$40,131.39	
	<b>\$73,841.76</b>	Subtotal for Dept. Streets
RIN0028110 K STREET IMPROVEMENTS	\$3,611.83	
	<b>\$3,611.83</b>	Subtotal for Dept. Water
	<b>\$110,126.51</b>	Subtotal for Vendor

## HIGH PLAINS CONSTRUCTION, INC.

2017-Asp-40 HOT MIX	\$172.26	
	<b>\$172.26</b>	Subtotal for Dept. Streets
	<b>\$172.26</b>	Subtotal for Vendor

## HOMAX OIL SALES, INC.

0380767-IN FUEL	\$12,008.09	
	<b>\$12,008.09</b>	Subtotal for Dept. Balefill
0381904-IN FUEL	\$20,706.96	
0382641-IN OIL	\$4,487.00	
0381226-IN FUEL	\$15,159.15	
0382640-IN OIL	\$4,381.50	
	<b>\$44,734.61</b>	Subtotal for Dept. Fleet Maintenance
CL82885 FUEL	\$3,676.72	
	<b>\$3,676.72</b>	Subtotal for Dept. Water
	<b>\$60,419.42</b>	Subtotal for Vendor

## INSTALLATION & SVC. CO.

268366 RETAINAGE	(\$11,382.80)	
	<b>(\$11,382.80)</b>	Subtotal for Dept. Capital Projects - Streets
268376 15" POINT REPAIR	\$5,873.00	
	<b>\$5,873.00</b>	Subtotal for Dept. Sewer
268366 E 26TH ST IMPROVEMENTS	\$113,828.00	
	<b>\$113,828.00</b>	Subtotal for Dept. Streets

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## INSTALLATION & SVC. CO.

**\$108,318.20** Subtotal for Vendor

### JASON WHITTLER

9007061-1 CLOTHING REIMBURSEMENTS

\$181.61

**\$181.61** Subtotal for Dept. Police

**\$181.61** Subtotal for Vendor

### JONATHAN TAVARES

1-273549 BOOT REIMBURSEMENT

\$73.80

**\$73.80** Subtotal for Dept. Water

**\$73.80** Subtotal for Vendor

### KNIFE RIVER/JTL

13-42-2 RETAINAGE

(\$10,110.19)

**(\$10,110.19)** Subtotal for Dept. Capital Projects - Parks

13-42-2 ROBERTSON RD N PATHWAY

\$143,634.12

13-42-2 ROBERTSON RD N PATHWAY

\$35,908.53

**\$179,542.65** Subtotal for Dept. Parks

**\$169,432.46** Subtotal for Vendor

### KRISTIN SVOBODA

RIN0028100 BOOT REIMBURSEMENT

\$41.99

**\$41.99** Subtotal for Dept. Hogadon

**\$41.99** Subtotal for Vendor

### LINCOLN NATL. LIFE INS. CO.

RIN0028112 BENEFIT PAYABLE

\$269.81

**\$269.81** Subtotal for Dept. Health Insurance

**\$269.81** Subtotal for Vendor

### LOVELY FLEUR

RIN0028096 ITEMS FOR MUSEUM STORE

\$70.00

**\$70.00** Subtotal for Dept. General

**\$70.00** Subtotal for Vendor

### MCMURRY READY MIX CO.

225773 CONCRETE

\$108.50

225722 CONCRETE

\$118.50

225774 CONCRETE

\$135.63

**\$362.63** Subtotal for Dept. Water

**\$362.63** Subtotal for Vendor

### MIKE DAY

166 CLOTHING REIMBURSEMENT

\$242.38

**\$242.38** Subtotal for Dept. Water

**\$242.38** Subtotal for Vendor

### MIKE DEAN

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## MIKE DEAN

7430-6258 CLOTHING REIMBURSEMENT

\$66.12

**\$66.12** Subtotal for Dept. Water

**\$66.12** Subtotal for Vendor

## MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

F0459 ETHERNET SERVICE

\$1,503.73

**\$1,503.73** Subtotal for Dept. Communications Center

AP00017910051722 METRO INTERNET

\$1,003.55

**\$1,003.55** Subtotal for Dept. Finance

AR-14 DOMAIN NAME RENEWAL

\$37.00

**\$37.00** Subtotal for Dept. Fort Caspar

**\$2,544.28** Subtotal for Vendor

## MUNICIPAL CODE CORP.

00296215 MUNICIPAL CODE UPDATE

\$151.90

**\$151.90** Subtotal for Dept. City Attorney

00296215 MUNICIPAL CODE UPDATE

\$60.80

**\$60.80** Subtotal for Dept. City Manager

00296215 MUNICIPAL CODE UPDATE

\$121.60

**\$121.60** Subtotal for Dept. Code Enforcement

00296215 MUNICIPAL CODE UPDATE

\$30.40

**\$30.40** Subtotal for Dept. Engineering

00296215 MUNICIPAL CODE UPDATE

\$91.20

**\$91.20** Subtotal for Dept. Planning

00296215 MUNICIPAL CODE UPDATE

\$91.20

**\$91.20** Subtotal for Dept. Police

00296215 MUNICIPAL CODE UPDATE

\$30.40

**\$30.40** Subtotal for Dept. Refuse Collection

00296215 MUNICIPAL CODE UPDATE

\$30.40

**\$30.40** Subtotal for Dept. Water

**\$607.90** Subtotal for Vendor

## NATIONAL BENEFIT SERVICES

616342 PLAN ADMIN FEES

\$396.50

**\$396.50** Subtotal for Dept. Health Insurance

**\$396.50** Subtotal for Vendor

## NATRONA COUNTY HEALTH DEPT.

DOGD201800781 INSPECTION

\$35.00

DOGD201801002 INSPECTION

\$75.00

DOGD201800820 INSPECTION

\$75.00

DOGD201800744 INSPECTION

\$35.00

DOGD201800831 INSPECTION

\$75.00

DOGD201800837 INSPECTION

\$75.00

DOGD201800818 INSPECTION

\$75.00

**\$445.00** Subtotal for Dept. Aquatics

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## NATRONA COUNTY HEALTH DEPT.

**\$445.00** Subtotal for Vendor

## NATRONA COUNTY TREASURER

7329 TAXES

\$1,458.56

**\$1,458.56** Subtotal for Dept. City Hall

**\$1,458.56** Subtotal for Vendor

## OLSON AUTOBODY & COLLISION CENTER

7597 BODYSHOP REPAIRS

\$1,836.75

**\$1,836.75** Subtotal for Dept. Fleet Maintenance

**\$1,836.75** Subtotal for Vendor

## P-CARD VENDORS

00064041	STAPLES DIRECT	\$11.10	
00064285	CENTURYLINK/SPEEDPAY	\$57.51	
00063806	ADVANCED TECHNOLOGY	\$149.00	
00064023	NORCO	\$244.99	
00064292	LIFEGUARD STORE	\$89.35	
00064274	CENTURYLINK/SPEEDPAY	\$36.03	
00064290	CENTURYLINK/SPEEDPAY	\$57.67	
00064406	CASPER WINNELSON	\$17.59	
00064290	CENTURYLINK/SPEEDPAY	\$9.25	
00064408	STAPLES	\$27.48	
00064300	CENTURYLINK/SPEEDPAY	\$35.98	
00064292	LIFEGUARD STORE	\$403.25	
00064142	STAPLES DIRECT	\$8.07	
00064123	SAMS CLUB	\$4.99	
00064214	CASPER WINNELSON	\$252.26	
00064185	WHITES MARINE CENTER	\$37.18	
00064292	LIFEGUARD STORE	\$496.70	
		<b>\$1,938.40</b>	Subtotal for Dept. Aquatics
00064291	RODOLPH BROTHERS	\$791.00	
00063754	BAILEYS ACE HARDWARE	\$59.67	
00063703	HOSE & RUBBER SUPPLY	\$126.65	
00064326	BOBCAT OF CASPER	\$49.50	
00064329	MICHAELS FENCE & SUPPLY	\$11.70	
00063928	AIRGAS CENTRAL	\$146.00	
00063320	WW GRAINGER	\$164.99	
00064303	SOURCE OFFICE AND TECHNOLOGY	\$17.36	
00064039	BAILEYS ACE HARDWARE	\$31.98	
00063997	HOWARD SUPPLY COMPANY	\$118.84	
00064070	CITY SERVICE ELECTRIC	\$1,304.90	
00064071	SAMS CLUB	\$12.88	
00063952	AIRGAS CENTRAL	\$372.00	
00064146	SAMS CLUB	\$22.96	
00063868	HOSE & RUBBER SUPPLY	\$56.25	
00064303	SOURCE OFFICE AND TECHNOLOGY	\$351.27	
00063779	HOSE & RUBBER SUPPLY	\$16.06	

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00063689	SAMS CLUB	\$281.89		
00063684	BAILEYS ACE HARDWARE	\$135.99		
00063482	SOURCE OFFICE AND TECHNOLOGY	\$66.40		
00064003	MURDOCH'S RANCH & HOME	\$216.97		
00063874	AIRGAS CENTRAL	\$14.86		
00063863	AIRGAS CENTRAL	\$131.50		
00064116	ALPINE MOTOR SPORTS	\$214.98		
		<b>\$4,716.60</b>	<b>Subtotal for Dept.</b>	<b>Balefill</b>
00064141	SAMS CLUB	\$69.76		
00064359	NORCO	\$142.26		
00063909	CASPER WINNELSON	\$207.96		
00063927	WW GRAINGER	\$61.44		
00063987	BLOEDORN LUMBER CASPER	\$7.19		
00064017	BAILEYS ACE HARDWARE	\$5.99		
00064024	CASPER WINNELSON	\$65.40		
00064049	CASPER WINNELSON	\$15.56		
00064050	CASPER WINNELSON	\$316.87		
00064077	SHEET METAL SPECIALTIES	\$32.50		
00064079	WEAR PARTS	\$24.65		
00064108	CONSOLIDATED ELECTRICAL	\$22.52		
00063912	BAILEYS ACE HARDWARE	\$2.05		
00064133	SAMS CLUB	\$7.88		
00064354	BISHOP SALES	\$76.78		
00064149	GEORGE T SANDERS	\$39.80		
00064151	BLOEDORN LUMBER	\$19.79		
00064182	SAMS CLUB	\$3.94		
00064183	DIAMOND VOGEL PAINT	\$30.29		
00064202	WAL-MART	\$15.86		
00064207	BRIDGER STEEL	\$16.78		
00064209	SUTHERLANDS	\$3.52		
00064240	SAMS CLUB	\$33.98		
00064281	BLOEDORN LUMBER	\$28.79		
00064286	BLOEDORN LUMBER	\$16.99		
00064297	PRAIRIE PELLA	\$265.00		
00064349	CASPER WINNELSON	\$24.66		
00064122	SAMS CLUB	\$163.28		
00063065	BLOEDORN LUMBER	\$30.17		
00064380	CASPER WINNELSON	\$38.74		
00064461	KONE	\$234.78		
00064412	SAMS CLUB	\$11.48		
00064414	NORCO	\$74.22		
00064216	BLOEDORN LUMBER	\$3.47		
00064455	CASPER WINNELSON	\$18.81		
00064537	DIAMOND VOGEL PAINT	\$12.69		
00064493	NORCO	\$764.74		
		<b>\$2,910.59</b>	<b>Subtotal for Dept.</b>	<b>Buildings &amp; Structures</b>
00063709	CASPER STAR TRIBUNE	\$223.12		
		<b>\$223.12</b>	<b>Subtotal for Dept.</b>	<b>Casper Recreation Center</b>



# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00064136	TORRINGTON SOD FARMS	\$28.80		
		<b>\$28.80</b>	<b>Subtotal for Dept.</b>	Cemetery
00064686	POWDER RIVER SHREDDERS	\$72.50		
00064539	WYOMING STATE BAR	\$355.00		
00064650	TOP OFFICE PRODUCTS	\$75.52		
00064585	WYOMING STATE BAR	\$355.00		
00064607	ATLAS OFFICE PRODUCTS	\$40.02		
		<b>\$898.04</b>	<b>Subtotal for Dept.</b>	City Attorney
00064134	SHELL OIL	\$3.58		
00062993	AUDIE JEANS PHOTOGRAPHY	\$185.00		
00064308	EGGINGTONS	\$56.45		
00063946	BRIGHAM YOUNG UNIVERSITY	\$100.00		
00064510	CASPER STAR TRIBUNE	\$501.68		
00064029	COMTRONIX	\$78.00		
		<b>\$924.71</b>	<b>Subtotal for Dept.</b>	City Manager
00063968	VERIZON	\$44.84		
		<b>\$44.84</b>	<b>Subtotal for Dept.</b>	Code Enforcement
00064582	VERIZON	\$122.93		
00064299	VERIZON	\$38.98		
00064586	AT&T	\$61.77		
00064332	DIRECTV SERVICE	\$71.99		
00064051	GLOBALSTAR	\$147.95		
		<b>\$443.62</b>	<b>Subtotal for Dept.</b>	Communications Center
00063801	CASPER STAR TRIBUNE	\$556.80		
00063869	CASPER STAR TRIBUNE	\$123.60		
00063918	THREE CROWNS GOLF CLUB	\$35.20		
00063785	CASPER STAR TRIBUNE	\$686.40		
00060739	GRAND BEACH HOTEL	\$29.43		
00063926	CASPER STAR TRIBUNE	\$902.40		
00064192	USPS	\$1.99		
		<b>\$2,335.82</b>	<b>Subtotal for Dept.</b>	Council
00064235	BARCODES UNLIMITED	\$96.19		
00063807	AMAZON	\$13.99		
00064143	ATLAS OFFICE PRODUCTS	\$359.04		
00063968	VERIZON	\$22.42		
00063373	ATLAS OFFICE PRODUCTS	\$994.60		
		<b>\$1,486.24</b>	<b>Subtotal for Dept.</b>	Finance
00063941	HOSE & RUBBER SUPPLY	\$41.43		
00063885	EXXONMOBIL	\$32.30		
00063976	WAL-MART	\$60.93		
00063866	THE HOME DEPOT	\$29.96		
00064398	EXXONMOBIL	\$44.77		
00063811	WAL-MART	\$15.56		
00063883	SUTHERLANDS	\$18.98		
00064010	WAL-MART	\$77.60		
00063932	CHIEF SUPPLY	\$251.00		
00064013	EXXONMOBIL	\$45.00		

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00064052	SAMS CLUB	\$38.38	
00064106	DAYLIGHT DONUTS	\$24.78	
00064130	BARGREEN WYOMING	\$253.68	
00063950	THE HOME DEPOT	\$47.16	
00064230	STOTZ EQUIPMENT	\$160.99	
00064250	ATLAS OFFICE PRODUCTS	\$253.00	
00064260	WAL-MART	\$68.31	
00064284	BARGREEN WYOMING	\$130.92	
00064518	INTERNATIONAL ASSOC OF CHIEFS	\$1,045.00	
00064324	NORCO	\$245.69	
00062783	SP LIBERTY FLAGPOLES	\$990.00	
00064501	SAMS CLUB	(\$16.55)	
00064199	ALBERTSONS	\$20.00	
00063679	CASPER SAFETY	\$567.99	
00063311	EXXONMOBIL	\$47.96	
00063164	SUTHERLANDS	\$57.65	
00064145	SUTHERLANDS	(\$18.98)	
00064198	NORCO	\$625.66	
00064350	LAERDAL MEDICAL	\$305.95	
00063783	EXXONMOBIL	\$76.20	
00064294	SAMS CLUB	\$684.62	
00064425	WITTMER PUBLIC SAFETY	\$70.48	
		<b>\$6,296.42</b>	<b>Subtotal for Dept. Fire</b>
00063962	AMAZON	(\$69.44)	
00063958	JACKS TRUCK AND EQUIPMENT	\$698.14	
00063957	PETERSON EQUIPMENT	\$106.49	
00063945	WEAR PARTS	\$10.30	
00063986	TIRE PROFESSIONALS	\$250.00	
00063935	WESTERN SLING	\$23.00	
00063956	GOODYEAR COMMERCIAL	\$2,012.06	
00064307	GMS BROTHERS	(\$2,142.42)	
00063982	JACKS TRUCK AND EQUIPMENT	\$55.66	
00063931	GMS BROTHERS	\$2,142.42	
00064296	INDUSTRIAL SCREEN	\$1,419.72	
00063995	MIDLAND IMPLEMENT	\$89.65	
00064004	DRIVE TRAIN	\$129.64	
00064288	GREINER FORD LINCOLN	\$134.92	
00064009	AMERI-TECH EQUIPMENT	\$884.63	
00064301	GREINER FORD LINCOLN	\$331.06	
00063856	STOTZ EQUIPMENT	\$285.80	
00063731	SPARTAN CHASSIS	\$417.21	
00064343	STOTZ EQUIPMENT	\$17.40	
00063735	EQUIPMENT COMPANY	\$3,053.27	
00063743	GOODYEAR COMMERCIAL	\$1,969.50	
00064258	WW GRAINGER	\$8.64	
00063748	WW GRAINGER	\$29.60	
00064246	PETERSON EQUIPMENT	\$812.84	
00063812	GOODYEAR COMMERCIAL	\$1,283.68	

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00063923	DAVID TERRELL	\$100.00
00063853	HOWARD SUPPLY COMPANY	\$57.00
00063925	JACKS TRUCK AND EQUIPMENT	\$15.30
00063876	STOTZ EQUIPMENT	\$214.40
00063886	DRIVE TRAIN	\$230.00
00063891	PETERSON EQUIPMENT	\$2,307.74
00063897	AMAZON	\$10.99
00063901	STOTZ EQUIPMENT	\$238.42
00064032	TIRE RAMA	\$703.60
00063907	CMI-TECO	\$1,253.53
00064011	WW GRAINGER	\$50.76
00063828	AMAZON	\$84.96
00064087	GREINER FORD LINCOLN	\$319.70
00064025	GOODYEAR COMMERCIAL	\$1,012.68
00064080	WHITES MARINE CENTER	\$23.95
00064267	GOODYEAR COMMERCIAL	\$634.00
00064208	JACKS TRUCK AND EQUIPMENT	\$229.57
00064204	JACKS TRUCK AND EQUIPMENT	\$26.28
00064187	HENSLEY BATTERY	\$35.27
00064184	NORCO	\$8.73
00064262	POWER EQUIPMENT	\$566.59
00064174	GREINER FORD LINCOLN	\$55.08
00064219	HENSLEY BATTERY	\$73.13
00063727	DRIVE TRAIN	\$54.42
00064277	HONNEN EQUIPMENT	\$2,252.90
00064180	SAMS CLUB	\$100.00
00064126	DRIVE TRAIN	\$143.75
00064104	CMI-TECO	\$190.84
00064100	GREINER FORD LINCOLN	\$260.15
00064271	GREINER FORD LINCOLN	\$38.08
00064177	JACKS TRUCK AND EQUIPMENT	\$64.00
00064063	GREINER FORD LINCOLN	\$49.76
00064020	NAPA	\$749.77
00064020	BEARING BELT CHAIN	\$47.90
00064028	FORCE AMERICA DISTRIBUTING	\$686.73
00064043	CASPER WINNELSON	\$17.14
00064045	LARIAT INTERNATIONAL	\$141.44
00064243	ALPINE MOTOR SPORTS	\$75.00
00064056	GOODYEAR COMMERCIAL	\$2,558.50
00064265	JACKS TRUCK AND EQUIPMENT	\$4.80
00064059	DRIVE TRAIN	\$29.58
00064020	NAPA	\$2,346.58
00064064	CMI-TECO	\$176.67
00064072	INTERNATIONAL TRANSACTION	\$8.38
00064236	HENSLEY BATTERY	(\$35.27)
00064233	MCMASTER-CARR	\$23.34
00064225	GOODYEAR COMMERCIAL	\$401.16
00064224	JACKS TRUCK AND EQUIPMENT	\$908.41

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00064220	GREINER FORD LINCOLN	\$19.17
00064057	BIG HILL SERVICES	\$838.46
00063968	VERIZON	\$22.42
00064394	WYDOT	\$4.50
00064386	GOODYEAR COMMERCIAL	\$640.00
00064379	CAPITAL BUSINESS SYSTEMS	\$30.00
00064377	DRIVE TRAIN	\$571.65
00064373	ATLANTIC ELECTRIC	\$75.00
00064372	DRIVE TRAIN	\$91.42
00064371	DECKER AUTO GLASS	\$15.40
00063770	FEDEX	\$79.55
00064360	PARTMASTER	\$846.57
00064443	DAVID TERRELL	\$150.00
00064082	URGENT CARE OF CASPER	\$32.00
00064356	WEAR PARTS	\$32.23
00064355	THE UPS STORE	\$57.60
00064352	AIRGAS CENTRAL	\$60.64
00064348	GREINER FORD LINCOLN	\$23.28
00064346	BEARING BELT CHAIN	\$1,800.27
00064345	JACKS TRUCK AND EQUIPMENT	\$55.66
00064364	PURVIS INDUSTRIES	\$142.64
00064486	NUTECH SPECIAL	\$201.78
00064527	STOTZ EQUIPMENT	\$108.08
00064523	AMAZON	\$109.59
00064508	NUTECH SPECIAL	\$430.82
00064504	BOSCH AUTO SERVICE	\$99.61
00064499	SYN-TECH SYSTEMS	\$330.50
00064492	NUTECH SPECIAL	\$575.00
00064488	STOTZ EQUIPMENT	\$365.84
00064426	STOTZ EQUIPMENT	(\$214.44)
00064486	NUTECH SPECIAL	\$972.50
00064431	GREINER FORD LINCOLN	\$115.07
00064482	JACKS TRUCK AND EQUIPMENT	\$370.16
00064467	GREINER FORD LINCOLN	\$11.86
00064465	GREINER FORD LINCOLN	\$697.98
00064457	AMAZON	\$128.88
00064452	AMAZON	\$359.97
00064449	JACKS TRUCK AND EQUIPMENT	\$115.73
00064446	NATIONAL TOOL WAREHOUSE	\$358.72
00064339	WW GRAINGER	\$19.20
00064487	NUTECH SPECIAL	\$179.50
00063671	AMAZON	\$823.99
00064344	GREINER FORD LINCOLN	\$39.17
00063577	CUMMINS ROCKY MTN	\$720.00
00063594	URGENT CARE OF CASPER	\$58.00
00063602	GOODYEAR COMMERCIAL	\$684.20
00063603	CMI-TECO	\$243.06
00063619	JACKS TRUCK AND EQUIPMENT	\$93.30

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00063643	TURF SOLUTIONS	\$672.47		
00063419	WYDOT	\$2.62		
00063670	GOODYEAR COMMERCIAL	\$1,088.16		
00063419	WYDOT	\$2.63		
00063675	PETERSON EQUIPMENT	\$1,054.53		
00063681	AMERI-TECH EQUIPMENT	\$27.00		
00063693	TITAN MACHINERY	\$147.40		
00063699	GOODYEAR COMMERCIAL	\$501.20		
00063700	GREINER FORD LINCOLN	\$179.08		
00063707	SPARTAN CHASSIS	\$296.83		
00063720	WYOMING MACHINERY	\$1,845.15		
00063720	WYOMING MACHINERY	\$234.30		
00063656	AMERI-TECH EQUIPMENT	\$476.98		
00064266	DECKER AUTO GLASS	\$432.21		
00063724	GCR TIRES	\$590.00		
00064338	GREINER FORD LINCOLN	\$86.08		
00064331	WW GRAINGER	\$444.60		
00064323	JACKS TRUCK AND EQUIPMENT	\$1,775.10		
00064322	GREINER FORD LINCOLN	\$777.68		
00064320	JACKS TRUCK AND EQUIPMENT	\$109.32		
00064318	GREINER FORD LINCOLN	\$81.96		
00063526	DECKER AUTO GLASS	\$95.00		
00064312	DAVID TERRELL	\$100.00		
00064341	WW GRAINGER	\$37.80		
00063540	SPARTAN CHASSIS	\$294.00		
00063904	GREINER FORD LINCOLN	\$303.54		
00064464	WYOMING AUTOMOTIVE	\$144.75		
00062762	INTERNATIONAL TRANSACTION	\$1.24		
00063305	INTERNATIONAL TRANSACTION	\$0.51		
00063359	ALSCO INC.	\$940.70		
00063360	COMTRONIX	\$183.00		
00063419	WYDOT	\$2.63		
00064315	STOTZ EQUIPMENT	\$1,686.44		
00063419	WYDOT	\$2.62		
		<b>\$61,703.54</b>	<b>Subtotal for Dept.</b>	Fleet Maintenance
00064037	ATLAS REPRODUCTION	\$14.70		
00063965	BETSY ROSS FLAG GIRLS	\$313.50		
00064088	CASPER EVENTS CENTER	\$94.00		
		<b>\$422.20</b>	<b>Subtotal for Dept.</b>	Fort Caspar
00063618	K & M INTERNATIONAL	\$19.00		
		<b>\$19.00</b>	<b>Subtotal for Dept.</b>	General - Fleet Maintenance
00064456	BAKER-TAYLOR	\$275.84		
00064441	US GAMES SYSTEMS	\$612.00		
		<b>\$887.84</b>	<b>Subtotal for Dept.</b>	General - Fort Caspar
00064206	CONOCO - HOMAX OIL	\$1,759.29		
00064494	FACEBOOK	\$11.14		
00062783	SP LIBERTY FLAGPOLES	\$990.00		
00064557	CPS DISTRIBUTORS	\$70.30		

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00064239 BARGREEN WYOMING	\$3,030.85	
00064401 TOWNSQUARE MEDIA	\$714.00	
	<b>\$6,575.58</b>	<b>Subtotal for Dept. Golf Course</b>
00064302 CRUM ELECTRIC SUPPLY	\$31.46	
00064389 ENERGY LABORATORIES	\$20.00	
00064363 ENERGY LABORATORIES	\$20.00	
00064305 NATIONAL BIZ FURNITURE	\$1,274.00	
00064535 BLOEDORN LUMBER	\$290.32	
00064439 THE HOME DEPOT	\$24.97	
00064319 MITY LITE	\$7,923.51	
00063474 BLAKEMAN VAC AND SEW	\$101.98	
00064369 VISTA PRINT	(\$2.72)	
00064442 GLOBAL INDUSTRIAL	\$243.58	
00064330 BLAKEMAN VAC AND SEW	(\$2.00)	
00064561 MOUNTAIN SPORTS	\$1,088.00	
00064169 VISTA PRINT	\$54.61	
00064154 STAPLES	\$60.56	
00064178 BEST BUY	\$1,199.97	
00064545 MITY LITE	\$7,927.19	
00064614 MOUNTAIN WEST TECHNOLOGY	\$5.00	
00064625 B & B RUBBER STAMP	\$11.75	
00063966 BUCK'S T-4 LODGE DINING	\$141.90	
00064076 CASPER STAR TRIBUNE	\$191.04	
00064110 ATLAS OFFICE PRODUCTS	\$268.80	
00064113 COMTRONIX	\$305.00	
00064432 MOOSEJAW	\$291.09	
	<b>\$21,470.01</b>	<b>Subtotal for Dept. Hogadon</b>
00063373 ATLAS OFFICE PRODUCTS	\$267.54	
00064514 POWDER RIVER SHREDDERS	\$80.00	
00064210 MOUNTAIN STATES LITHOGRAPHING	\$33.37	
00064496 FEDEX OFFICE	\$90.40	
	<b>\$471.31</b>	<b>Subtotal for Dept. Human Resources</b>
00064218 TRACTOR SUPPLY	\$63.68	
00064273 FARMER BROTHERS COFFEE	\$119.54	
00064289 WW GRAINGER	\$95.88	
00064408 STAPLES	\$27.48	
00064170 WAL-MART	\$30.24	
00064483 ALBERTSONS	\$10.00	
00064500 FACEBOOK	\$5.46	
00064615 SAMS CLUB	\$83.00	
00064526 SAMS CLUB	\$73.80	
00064540 BAILEYS ACE HARDWARE	\$17.98	
00064516 GLOBAL INDUSTRIES	\$234.85	
00064521 SAMS CLUB	\$162.64	
00064429 TRACTOR SUPPLY	\$77.96	
00064245 SAMS CLUB	\$71.10	
00064245 SAMS CLUB	\$47.98	
00064245 SAMS CLUB	\$116.58	

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

		<b>\$1,238.17</b>	<b>Subtotal for Dept.</b>	Ice Arena
00064222	FEDEX	\$24.00		
		<b>\$24.00</b>	<b>Subtotal for Dept.</b>	Information Services
00064061	CPU IIT	\$2,061.33		
		<b>\$2,061.33</b>	<b>Subtotal for Dept.</b>	Information Technology
00064515	COMMUNICATION TECHNOLOGY	\$51.50		
00064351	AMAZON	\$23.90		
00064047	WAL-MART	\$38.82		
00064102	NORCO	\$118.08		
00063967	THE DOORMAN	\$60.00		
00064454	VERIZON	\$1,056.51		
00064444	QUALITY OFFICE SOLUTIONS	\$54.10		
00064396	BLOEDORN LUMBER	\$512.80		
00064381	BLOEDORN LUMBER	\$320.52		
00064374	BLOEDORN LUMBER	(\$359.99)		
		<b>\$1,876.24</b>	<b>Subtotal for Dept.</b>	Metro Animal
00064270	SHERWIN-WILLIAMS	\$294.25		
00063970	WYOMING RENTS	\$1,220.00		
00063570	CPS DISTRIBUTORS	\$602.89		
00063968	VERIZON	\$146.10		
00064031	CPS DISTRIBUTORS	\$35.02		
00064038	CRESCENT ELECTRIC	\$100.00		
00064249	LIGHT ORAMAIN	\$388.12		
00064517	STOTZ EQUIPMENT	\$54.04		
00063708	CASPER STAR TRIBUNE	\$498.52		
00064447	CPS DISTRIBUTORS	\$284.80		
00063606	SHERWIN-WILLIAMS	\$2,313.93		
00064197	CPS DISTRIBUTORS	\$154.38		
00063879	CPS DISTRIBUTORS	\$40.50		
00063765	STOTZ EQUIPMENT	\$1.07		
00064156	STOTZ EQUIPMENT	(\$1.07)		
00064164	CRESCENT ELECTRIC	\$400.00		
00064168	STOTZ EQUIPMENT	\$1.02		
00064171	CASPER CONTRACTORS SUPPLY	\$4.20		
00064007	HOLIDAY CORO.COM	\$827.65		
00063938	TURF MASTER	\$761.00		
00063861	BUSH-WELLS SPORTING GOODS	\$222.00		
00063939	BLOEDORN LUMBER	\$38.08		
00064237	BAILEYS ACE HARDWARE	\$15.18		
00064424	BAILEYS ACE HARDWARE	\$13.77		
00063989	DIAMOND VOGEL PAINT	\$139.26		
00063531	CPS DISTRIBUTORS	\$6.61		
00064115	CRESCENT ELECTRIC	\$56.59		
00064227	CASPER CONTRACTORS SUPPLY	\$9.30		
00064423	STOTZ EQUIPMENT	(\$107.20)		
00064422	BAILEYS ACE HARDWARE	(\$14.46)		
00064392	BAILEYS ACE HARDWARE	\$49.98		
00064555	SUTHERLANDS	\$25.49		

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00064580	BAILEYS ACE HARDWARE	\$9.16	
00064091	CRESCENT ELECTRIC	\$92.17	
00064382	BLOEDORN LUMBER	\$678.65	
00064420	BAILEYS ACE HARDWARE	\$23.99	
00062228	BAILEYS ACE HARDWARE	\$14.46	
00063647	CRESCENT ELECTRIC	\$100.00	
00064362	HOODS EQUIPMENT	\$23.95	
		<b>\$9,523.40</b>	<b>Subtotal for Dept. Parks</b>
00064166	URBAN LAND INSTITUTE	\$220.00	
00064542	CASPER STAR TRIBUNE	\$41.72	
00064086	AMERICAN PLANNING	\$95.00	
00064310	CASPER STAR TRIBUNE	\$69.08	
		<b>\$425.80</b>	<b>Subtotal for Dept. Planning</b>
00064135	BLACK DOG SMOKE	\$13.08	
00064132	HEMAS KITCHEN	\$47.91	
00064129	TAZIKIS MEDITERANEAN	\$43.99	
00064158	BEVERAGES & MORE	\$13.99	
00064150	CONOCO	\$20.00	
00064127	BUFFALO WILD WINGS	\$31.98	
00064124	HOME RUN INN	\$16.76	
00063854	SONIC DRIVE	\$12.19	
00064834	KENTUCKY FRIED CHICKEN	\$7.92	
00063872	ENTERPRISE RENT-A-CAR	\$345.68	
00064155	SMASHBURGER	\$19.96	
00064138	CHAMPAIGN COURTYARD	\$3.23	
00063873	AJ'S SHELL	\$4.38	
00064807	KENTUCKY FRIED CHICKEN	\$3.95	
00064148	KUM & GO	\$20.36	
00063882	SHELL OIL	\$5.05	
00064792	RESPOND FIRST AID	\$97.42	
00063865	WAL-MART	(\$18.87)	
00064157	KO FUSION	\$43.89	
00064815	MAVERIK	\$4.31	
00063892	HUHOT MONGOLIAN GRILL	\$50.00	
00064816	STOCKYARDS RESTAURANT	\$19.11	
00063913	MAXWELL'S EAST	\$42.05	
00063920	CHAMPAIGN COURTYARD	\$7.91	
00063933	JULIOS TOO	\$22.02	
00063940	CHAMPAIGN COURTYARD	\$5.87	
00064818	HENSLEY BATTERY	\$18.20	
00063890	POWDER RIVER SHREDDERS	\$108.00	
00063954	SONIC DRIVE IN	\$1.56	
00064253	HOMWOOD SUITES	\$285.88	
00063955	SEVEN SAINTS	\$27.30	
00063877	THE GROVE	\$7.08	
00064109	URGENT CARE OF CASPER	\$58.00	
00064114	GENGHIS GRILL	\$51.20	
00064831	PILOT	\$23.65	



# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00063978	GRUB STEAK RESTAURANT	\$62.89
00063990	ILLINOIS TOLLWAY	\$1.50
00064027	AROMA CAFE	\$5.00
00064833	STOCKYARDS RESTAURANT	\$34.82
00064033	GRUB STEAK RESTAURANT	\$48.77
00064034	JERUSALEM RESTAURANT	\$20.02
00064067	CHICK-FIL-A	\$8.19
00064090	PORTILLOS HOT DOGS	\$21.48
00064097	RED IGUANA	\$41.71
00064811	PILOT	\$5.76
00063889	SHELL OIL	\$18.14
00064536	SPYDERCO	\$110.48
00064528	WAL-MART	\$17.97
00064659	LONGHORN STEAK	\$39.74
00064544	SAPPORO	\$46.42
00064658	E&F TOWING & RECOVERY	\$120.00
00064647	ARBY'S	\$9.15
00064644	STARVIN ARVINS DELTA	\$34.85
00064639	FUJI JAPANESE STEAK HOUSE	\$43.69
00064610	DOMINO'S	\$30.08
00064602	MAVERIK	\$7.93
00064568	ARBYS	\$18.54
00064564	PIZZA HUT	\$42.53
00064560	MAVERIK	\$5.38
00064559	DAIRY QUEEN	\$7.76
00064771	K'S#3	\$28.12
00064311	BEST BUY	\$727.53
00064512	LOAF N JUG	\$21.78
00064502	KUM & GO	\$7.62
00064490	JACK IN THE BOX	\$8.90
00064489	JACK IN THE BOX	\$6.44
00064468	PRECISION RIFLE WORKSHOP	\$1,050.00
00062989	CASPER ANIMAL MEDICAL	\$45.07
00064421	MAGNET FORENSICS	\$3,874.00
00064556	DAIRY QUEEN	\$7.43
00063969	BESTBUY	\$66.14
00062699	CRAZY PEDALER BICYCLES	\$35.98
00064688	FUJI JAPANESE STEAK HOUSE	\$54.82
00064670	LONGHORN STEAK	\$33.53
00064641	SHELL OIL	\$36.90
00064674	HOOLIE'S STEAK HOUSE	\$59.92
00064437	PRECISION RIFLE WORKSHOP	\$900.00
00064231	MERRY ANNS DINER	\$4.89
00064664	QUALITY INN DELTA	\$451.15
00064770	MAVERIK	\$22.81
00064261	UNIVERSITY OF LOUISVILLE	\$725.00
00064254	CHAMPAIGN COURTYARD	\$6.00
00064533	KUM & GO	\$19.84

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00064276	TRANSUNION	\$113.00
00064773	QUALITY INN DELTA - Credit	(\$46.35)
00064434	NRA LAW ENFORCEMENT	\$645.00
00064228	SHELL OIL	\$17.42
00064785	HOOLIE'S STEAK HOUSE	\$33.90
00064213	MAXWELL'S EAST	\$21.63
00064211	KRISPY KREME	\$19.52
00064200	TGI FRIDAYS	\$10.84
00064175	CHAMPAIGN COURTYARD	\$514.42
00064232	SEVEN SAINTS	\$15.45
00064353	SOURCE OFFICE AND TECHNOLOGY	\$664.95
00064173	CANYONS RESORT LODGING	\$692.24
00064685	ARBY'S	\$7.53
00064691	MAVERIK	\$5.38
00064721	DASH MEDICAL GLOVES	\$840.80
00064725	ARBY'S	\$7.96
00064427	NRA LAW ENFORCEMENT	\$645.00
00064383	WESTERN WYOMING LOCK	\$20.00
00063847	JAMBA JUICE	\$15.64
00064328	E&F TOWING & RECOVERY	\$150.00
00064306	UNIVERSITY OF LOUISVILLE	\$725.00
00064299	VERIZON	\$1,058.16
00064739	ARBY'S	\$9.15
00064280	COCA COLA BOTTLING	\$112.35
00064278	RICOH	\$91.24
00064738	MCDONALD'S	\$3.87
00063637	HILTON DRAGOS	\$56.02
00063764	CHEVRON	\$4.98
00063521	HARBOR SEAFOOD & OYSTER	\$19.27
00063762	HILTON HOTELS	\$780.56
00063549	QT	\$11.70
00063716	HILTON DRAGOS	\$29.25
00063564	MUCHA LUCHA TACO SHOP	\$20.23
00063585	TRAVELOCITY	\$2,362.14
00063712	TAN DINH RESTAURANT	\$23.70
00063697	ZA CUCINA	\$19.35
00064337	KEEFES FLOWERS	\$57.75
00064399	CHEMICAL TESTIING	\$959.00
00063823	LITTLE CAESARS	\$15.73
00063775	CINEMARK THEATRES	\$10.16
00063615	SONIC DRIVE IN	\$11.87
00063609	NOLAND FEED	\$75.20
00064566	RANGER JOES	\$618.85
00064569	GALLS	\$575.02
00064241	SHELL OIL	\$5.74
00064195	DOLLAR RENT A CAR	\$520.54
00064172	DIA PARKING OPERATIONS	\$56.00
00064165	STAPLES	\$42.77

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00064161	CHAMPAIGN COURTYARD	\$484.46		
00064159	PHILLIPS 66 - MACH 1	\$23.89		
00064248	MCDONALD'S	\$9.07		
00064205	SAMS CLUB	\$31.46		
00064617	GALLS	\$339.00		
00064601	MOUNTAIN STATES LITHOGRAPHING	\$66.04		
00064317	JIMMY JOHNS	\$31.39		
00063420	KUM & GO	\$27.00		
00064605	TRANSUNION	\$117.50		
00063777	VALERO IN THE ZONE	\$5.09		
00063810	UNITED	\$25.00		
00064839	R&R BBQ	\$51.57		
00063413	76 - SILVER SADDLE CENTER	\$25.01		
00062708	WAL-MART	\$18.87		
00063800	CAFE DU MONDE	\$6.00		
00063432	MILTS STOP & EAT	\$31.99		
00063791	HEIDIS BROOKLYN DELI	\$9.93		
00063784	GUMBO SHOP	\$35.96		
00063490	UNITED	\$25.00		
00063512	WILLIE MAES	\$25.25		
		<b>\$24,521.09</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
00063752	UNITED	\$25.00		
00063659	PAPPADEAUX SEAFOOD KITCHEN	\$23.38		
00064393	JERSEY MIKE'S SUBS	\$117.09		
00063839	YARD HOUSE	\$40.52		
00063648	UNITED	\$25.00		
00063556	BUDGET.COM PREPAY	\$307.26		
00063265	AMAZON	\$1,997.41		
00063843	LAND CATTLE AUSTIN	\$14.10		
00064073	PSA WORLDWIDE	\$555.47		
00063667	BUFFALO WILD WINGS	\$15.18		
00064299	VERIZON	\$80.02		
00064264	HOLIDAY INN EXPRESS	\$313.95		
00064098	BEST BUY	\$88.99		
00063852	NATRONA COUNTY INTL AIRPORT	\$20.00		
00064295	HOLIDAY INN EXPRESS	\$313.95		
00063858	PAPPADEAUX SEAFOOD KITCHEN	\$44.04		
00064283	HOLIDAY INN EXPRESS	\$313.95		
00064367	STAPLES	\$56.25		
		<b>\$4,351.56</b>	<b>Subtotal for Dept.</b>	<b>Police Grants</b>
00064477	ATLANTIC ELECTRIC	\$246.00		
00064210	MOUNTAIN STATES LITHOGRAPHING	\$33.37		
00064525	ATLANTIC ELECTRIC	\$1,503.00		
00064596	MY EDUCATIONAL	\$72.00		
00064333	CPU IIT	\$917.98		
00064529	ATLANTIC ELECTRIC	\$529.00		
		<b>\$3,301.35</b>	<b>Subtotal for Dept.</b>	<b>Property &amp; Liability Insurance</b>
00063894	WAL-MART	\$54.82		

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00064041	STAPLES DIRECT	\$11.09		
00064590	WAL-MART	\$79.51		
00064069	USPS	\$6.46		
00064630	AMAZON	\$97.34		
00064473	SAMS CLUB	\$77.37		
00064642	NORCO	\$32.53		
00064123	SAMS CLUB	\$4.99		
00064472	FACEBOOK	\$16.21		
00064408	STAPLES DIRECT	\$27.48		
00064463	SMITHS FOOD	\$23.37		
00064408	STAPLES	\$27.51		
00064142	STAPLES DIRECT	\$8.06		
00064463	SMITHS FOOD	\$131.58		
		<b>\$598.32</b>	<b>Subtotal for Dept.</b>	Recreation
00064181	CMI-TECO	\$593.92		
00064036	CMI-TECO	\$61.56		
00064269	BAILEYS ACE HARDWARE	\$69.95		
00064279	BAILEYS ACE HARDWARE	\$68.97		
00064054	CASPER TIRE	\$40.50		
00064336	VIGIL'S VINYL'S	\$300.00		
00064340	BARGREEN WYOMING	\$11.80		
00064193	SAMS CLUB	\$941.96		
00064153	URGENT CARE OF CASPER	\$90.00		
00064131	WAL-MART	\$24.68		
00064144	CMI-TECO	\$235.90		
00064358	CASPER TIRE	\$32.50		
00064485	CASPER STAR TRIBUNE	\$498.52		
00064251	COLDSTONE CREAMERY	\$350.00		
00063971	MENARDS	\$45.42		
00064597	CASPER STAR TRIBUNE	\$223.12		
00063750	CMI-TECO	\$520.52		
00064015	THE HOME DEPOT	\$8.97		
00064215	WAL-MART	\$9.96		
00063930	ATLAS OFFICE PRODUCTS	\$24.55		
00064252	SAMS CLUB	\$23.44		
00063964	PACIFIC HIDE AND FUR	\$285.40		
00063757	CASPER TIRE	\$65.00		
00063729	HOSE & RUBBER SUPPLY	\$12.00		
00063683	CMI-TECO	\$90.00		
00063624	BAILEYS ACE HARDWARE	\$171.04		
00064116	ALPINE MOTOR SPORTS	\$214.98		
00064255	WAL-MART	\$470.13		
		<b>\$5,484.79</b>	<b>Subtotal for Dept.</b>	Refuse Collection
00064272	CONOCO - BULLS SERVICE	\$21.23		
00064563	SAMS CLUB	\$39.96		
00064201	RMI WYOMING	\$6.72		
00064404	ALPINE THRIFTWAY	\$18.33		
00064186	RMI WYOMING	(\$0.32)		

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00063968	VERIZON	\$22.42	
00064462	SAMS CLUB	\$29.94	
00064342	FLYING SADDLE RESORT	\$182.00	
00064619	CASPER STAR TRIBUNE	\$223.12	
00064618	ALSCO	\$225.44	
		<b>\$768.84</b>	<b>Subtotal for Dept. Sewer</b>
00063472	PILOT	\$43.72	
00064147	TA SPARKS TRAVEL CENTER	\$59.64	
00064188	NUGGET STARBUCKS	\$20.25	
00064189	NUGGET HOTEL	\$73.49	
00063827	NORTHGATE 76	\$31.52	
00063550	STOCKMEN'S RAMADA	\$103.74	
00063248	CHEVRON	\$34.46	
00063503	PILOT	\$56.01	
00063452	OREILLY AUTO	\$8.58	
00063441	QUALITY INN EUREKA	\$134.39	
00063751	CHEVRON	\$39.98	
00063371	WENDY'S	\$23.05	
00063416	NORTHGATE 76	\$30.00	
00063817	NORTHGATE 76	\$31.83	
00064112	CHEVRON	\$44.34	
00063392	CONOCO	\$32.20	
00063887	NORTHGATE 76	\$45.52	
00063562	SHELL OIL	\$58.00	
00064111	LOAF N JUG	\$46.04	
00064107	JACK IN THE BOX	\$21.85	
00064092	CHEVRON	\$54.89	
00064084	ARBY'S	\$24.36	
00064046	CHEVRON	\$70.11	
00064035	LES SCHWAB TIRES	\$32.94	
00064001	CHEVRON	\$46.08	
00063578	STOCKMEN'S RAMADA	\$103.74	
00063974	NORTHGATE 76	\$43.22	
00063510	FRED M FUEL	\$45.82	
00063551	STOCKMEN'S RAMADA	\$103.74	
00063588	CHEVRON	\$23.64	
00063027	CHEVRON	\$3.05	
00063019	CHEVRON	\$48.00	
00063652	CHEVRON	\$30.28	
00062988	CHEVRON	\$53.07	
00063123	CHEVRON	\$50.00	
00063256	BROOKINGS PARTS	\$231.71	
00063326	NORTHGATE 76	\$34.78	
00063439	CHEVRON	\$70.05	
00063138	CHEVRON	\$48.00	
00063395	PILOT	\$56.65	
00063381	CHEVRON	\$28.00	
00063074	CHEVRON	\$33.43	

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00063397	QUALITY INN EUREKA	\$134.39	
00063353	OREILLY AUTO PARTS	\$37.98	
00063404	QUALITY INN EUREKA	\$134.39	
00063462	SHELL OIL	\$35.00	
00063192	CHEVRON	\$59.42	
00063456	BURGER KING	\$25.88	
00063447	SENIOR SAM'S	\$30.30	
00063206	CHEVRON	\$58.68	
00063446	76 - MEDFORD	\$58.81	
00063227	CHEVRON	\$44.41	
00063443	RENO RAMADA	\$92.40	
00063240	CHEVRON	\$35.85	
00063440	DELLE CITY STATION	\$64.23	
00063396	QDOBA	\$22.30	
		<b>\$3,008.21</b>	<b>Subtotal for Dept. Special Assistance</b>
00064378	CASPER STAR TRIBUNE	\$431.44	
		<b>\$431.44</b>	<b>Subtotal for Dept. Special Revenue</b>
00064599	WAGNER'S OUTDOOR OUTFITTERS	\$164.94	
00064578	ALSCO	\$573.14	
00064506	TAPCO	\$855.90	
00064541	BAILEYS ACE HARDWARE	\$5.49	
00064511	NORCO	\$5.40	
00064513	SUPERIOR SIGNS & SUPPLY	\$1,120.00	
00064400	BAILEYS ACE HARDWARE	\$38.75	
00064505	THE HOME DEPOT	\$69.85	
00063968	VERIZON	\$22.42	
00063984	STAPLES	\$19.99	
00064006	ECONOLITE	\$406.00	
00063680	OREILLY AUTO	\$19.98	
00063824	NORCO	\$146.83	
00064152	WEAR PARTS	\$172.55	
00064531	CASPER STAR TRIBUNE	\$213.64	
		<b>\$3,834.88</b>	<b>Subtotal for Dept. Streets</b>
00063953	ENERGY LABORATORIES	\$229.00	
00063975	HARRINGTON	\$457.93	
00064581	WW GRAINGER	\$74.98	
00064370	BAILEYS ACE HARDWARE	\$15.92	
00063947	HOSE & RUBBER SUPPLY	\$56.26	
00064592	ALSCO	\$464.08	
00064282	ROCKY MOUNTAIN	\$489.25	
00063943	JMC INSTRUMENTS	\$1,760.31	
00063968	VERIZON	\$44.84	
00063717	CASPER STAR TRIBUNE	\$213.64	
00064002	LONG BUILDING TECHNOLOGIES	\$1,980.00	
00064053	HENSLEY BATTERY	\$267.06	
00064074	HOSE & RUBBER SUPPLY	\$47.54	
00064109	URGENT CARE OF CASPER	\$98.00	
00064524	NORCO	\$77.30	

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00064259 JWC	\$9,143.00	
00064263 BAILEYS ACE HARDWARE	\$4.78	
00064268 WW GRAINGER	\$65.52	
00064327 DENVER INDUSTRIAL PUMP	\$116.70	
00064298 BAILEYS ACE HARDWARE	\$2.59	
00063975 HARRINGTON	\$1,985.70	
00063980 NALCO COMPANY	\$16,221.60	
00064042 CONOCO - HOMAX OIL	\$1,054.69	
00064613 WW GRAINGER	\$77.66	
00064621 BLOEDORN LUMBER	\$7.19	
	<b>\$34,955.54</b>	<b>Subtotal for Dept. Waste Water</b>
00064503 PROKOTE ENGINEERING	\$251.91	
00064140 WATERWORKS INDUSTRIES	\$171.87	
00064167 KNIFE RIVER	\$777.76	
00064507 NACE INTERNATIONAL	\$130.00	
00064470 THE HOME DEPOT	\$29.97	
00064256 DANA KEPNER	\$851.00	
00064554 KNIFE RIVER	\$2,203.44	
00064481 CASPER STAR TRIBUNE	\$210.96	
00064479 DANA KEPNER	\$798.00	
00064190 SUTHERLANDS	\$53.17	
00063968 VERIZON	\$71.11	
00064022 71 SOIL AND STONE	\$1,590.60	
00064066 ATLAS OFFICE PRODUCTS	\$17.26	
00064304 CASPER CONTRACTORS SUPPLY	\$422.06	
00064417 ENERGY LABORATORIES	\$320.00	
00064081 ENERGY LABORATORIES	\$340.00	
00064440 SUTHERLANDS	\$5.98	
00064094 USPS	\$12.74	
00064096 CASPER CONTRACTORS SUPPLY	\$89.28	
00064099 ATLAS OFFICE PRODUCTS	\$38.90	
00064109 URGENT CARE OF CASPER	\$160.00	
00064118 SAMS CLUB	\$349.68	
00064119 MENARDS	\$78.18	
00064226 SUTHERLANDS	\$16.36	
00064247 GEORGE T SANDERS	\$166.89	
00064509 KNIFE RIVER	\$603.84	
00064334 BEARING BELT CHAIN	\$48.52	
00064325 HACH COMPANY	\$1,318.65	
00063553 ENERGY LABORATORIES	\$20.00	
00064361 ENERGY LABORATORIES	(\$20.00)	
	<b>\$11,128.13</b>	<b>Subtotal for Dept. Water</b>
00064594 ALSCO	\$145.08	
00064409 ATLAS OFFICE PRODUCTS	\$113.24	
00064565 CRUM ELECTRIC SUPPLY	\$6.92	
00064335 ATLAS OFFICE PRODUCTS	\$27.96	
00064085 ATLAS OFFICE PRODUCTS	\$11.54	
00064313 ENERGY LABORATORIES	\$225.00	

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## P-CARD VENDORS

00064060	EUROFINS EATON ANALYTICS	\$200.00	
00064065	KEENAN SUPPLY	\$811.84	
00063968	VERIZON	\$22.42	
00064309	UNITED STATES WELDING	\$3,174.74	
00064357	ENERGY LABORATORIES	\$22.00	
00064234	GREINER FORD LINCOLN	\$17.86	
00064196	WEAR PARTS	\$5.16	
00064163	INTERMOUNTAIN MOTOR SALES	\$1,714.07	
00064403	ATLAS OFFICE PRODUCTS	\$113.24	
00064411	WW GRAINGER	\$215.70	
00064314	ENERGY LABORATORIES	\$42.00	
00064321	ENERGY LABORATORIES	\$84.00	
00064534	ATLAS OFFICE PRODUCTS - Credit	(\$113.24)	
		<b>\$6,839.53</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
00064125	A&H ABRASIVES	\$98.50	
00064433	THE HOME DEPOT	\$37.94	
00064160	ALPINE MOTOR SPORTS	\$6.30	
00064469	BLOEDORN LUMBER	\$18.96	
00064191	NORCO	\$17.78	
00063781	STOTZ EQUIPMENT	\$61.62	
00064497	THE HOME DEPOT	\$10.56	
00063944	VAN DIEST SUPPLY COMPANY	\$999.38	
		<b>\$1,251.04</b>	<b>Subtotal for Dept. Weed And Pest</b>
		<b>\$229,420.34</b>	<b>Subtotal for Vendor</b>

## PEAK RESCUE

07282017	RUNNING SHOES	\$5,000.00	
		<b>\$5,000.00</b>	<b>Subtotal for Dept. Fire</b>
		<b>\$5,000.00</b>	<b>Subtotal for Vendor</b>

## PEPSI COLA OF CASPER

2199027371	PRODUCT	\$38.80	
2199026812	PRODUCT	\$74.65	
2199027322	PRODUCT	\$72.65	
2105001315	CREDIT MEMO	(\$150.00)	
		<b>\$36.10</b>	<b>Subtotal for Dept. Ice Arena</b>
		<b>\$36.10</b>	<b>Subtotal for Vendor</b>

## POSTAL PROS SOUTHWEST INC

4138	UTILITY BILLING FEES	\$3,052.91	
		<b>\$3,052.91</b>	<b>Subtotal for Dept. Finance</b>
		<b>\$3,052.91</b>	<b>Subtotal for Vendor</b>

## RAMSHORN CONSTRUCTION, INC.

RIN0028102	2017 SANITARY SEWER PROJECT	\$46,336.00	
RIN0028102	RETAINAGE	(\$4,633.60)	
		<b>\$41,702.40</b>	<b>Subtotal for Dept. Sewer</b>



# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## RAMSHORN CONSTRUCTION, INC.

**\$41,702.40** Subtotal for Vendor

### ROBERT TASLER

RIN0028105A BOOT REIMBURSEMENT

\$75.00

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

**\$75.00** Subtotal for Vendor

### ROCKY MOUNTAIN POWER

AP00014910051722 ELECTRICITY

\$4,956.89

**\$4,956.89** Subtotal for Dept. Aquatics

AP00015010051722 ELECTRICITY

\$228.32

**\$228.32** Subtotal for Dept. Cemetery

AP00015110051722 ELECTRICITY

\$4,655.79

AP00015110051722 ELECTRICITY

\$40.90

AP00015110051722 ELECTRICITY

\$307.82

AP00015110051722 ELECTRICITY

\$1,006.15

**\$6,010.66** Subtotal for Dept. City Hall

AP00024010051722 ELECTRICITY

\$553.19

**\$553.19** Subtotal for Dept. Fire

AP00015610051722 ELECTRICITY

\$941.55

**\$941.55** Subtotal for Dept. Fort Caspar

AP00015710051722 ELECTRICITY

\$4,132.64

**\$4,132.64** Subtotal for Dept. Golf Course

AP00023510051722 ELECTRICITY

\$1,017.81

AP00015810051722 ELECTRICITY

\$1,182.54

**\$2,200.35** Subtotal for Dept. Hogadon

AP00015910051722 ELECTRICITY

\$5,765.11

**\$5,765.11** Subtotal for Dept. Ice Arena

AP00016210051722 ELECTRICITY

\$343.56

**\$343.56** Subtotal for Dept. Police

AP00015210051722 ELECTRICITY

\$4,525.68

**\$4,525.68** Subtotal for Dept. Recreation

AP00023910051722 ELECTRICITY

\$41.16

AP00016310051722 ELECTRICITY

\$340.42

**\$381.58** Subtotal for Dept. Sewer

AP00024110051722 ELECTRICITY

\$78.98

**\$78.98** Subtotal for Dept. Streets

54730761-004 8B ELECTRICTY

\$159.26

**\$159.26** Subtotal for Dept. Waste Water

**\$30,277.77** Subtotal for Vendor

### SAM PARSON'S UPHOLSTERY

673658 REPAIR SEAT CUSHION

\$172.33

673657 REINSTALL STRAP ON SEAT

\$37.50

**\$209.83** Subtotal for Dept. Fleet Maintenance

**\$209.83** Subtotal for Vendor

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## SCOTT SHIPMAN

RIN0028079 CLOTHING REIMBURSEMENT	\$51.36	
	<b>\$51.36</b>	Subtotal for Dept. Water
	<b>\$51.36</b>	Subtotal for Vendor

## SHOSHONE DISTRIBUTING CO., INC.

5202 ITEMS FOR RESALE IN STORE	\$1,142.00	
	<b>\$1,142.00</b>	Subtotal for Dept. General - Fort Caspar
	<b>\$1,142.00</b>	Subtotal for Vendor

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

RIN0028101 CWSRF 027 INTEREST PAYMENT	\$159,920.25	
RIN0028101 CWSRF 027 PRINCIPAL PAYMENT	\$513,624.60	
	<b>\$673,544.85</b>	Subtotal for Dept. Waste Water
	<b>\$673,544.85</b>	Subtotal for Vendor

## TANNER ROCKWELL

3478975 CLOTHING REIMBURSEMENT	\$143.98	
	<b>\$143.98</b>	Subtotal for Dept. Police
	<b>\$143.98</b>	Subtotal for Vendor

## TOP OFFICE PRODUCTS

161743 COPIER	\$8,417.50	
	<b>\$8,417.50</b>	Subtotal for Dept. City Attorney
	<b>\$8,417.50</b>	Subtotal for Vendor

## TRETO CONST.

RIN0028121 RETAINAGE RELEASE	\$1,719.00	
	<b>\$1,719.00</b>	Subtotal for Dept. Capital Projects - Engineering
	<b>\$1,719.00</b>	Subtotal for Vendor

## WARDWELL WATER & SEWER DISTRICT

RIN0028104 BOOSTER IRRIGATION	\$147.50	
	<b>\$147.50</b>	Subtotal for Dept. Water Treatment Plant
	<b>\$147.50</b>	Subtotal for Vendor

## WARRIOR KIT INC

WK17-244 ACTIVE SHOOTER VESTS	\$90,400.00	
	<b>\$90,400.00</b>	Subtotal for Dept. Police Equipment
	<b>\$90,400.00</b>	Subtotal for Vendor

## WASTE WATER TREATMENT

1276/155685 201 SEWER	\$324,763.32	
	<b>\$324,763.32</b>	Subtotal for Dept. Sewer
	<b>\$324,763.32</b>	Subtotal for Vendor

## WATERS & SON CONST.

3465 HOGADON PROPANE TANK FENCE	\$7,688.12	
	<b>\$7,688.12</b>	Subtotal for Dept. Hogadon

# Bills and Claims

City of Casper

04-Oct-17 to 17-Oct-17

## WATERS & SON CONST.

**\$7,688.12** Subtotal for Vendor

## WESTERN PLAINS LANDSCAPING LLC.

20506 MIKE SEDAR POOL COVER

\$26,985.42

**\$26,985.42** Subtotal for Dept. Aquatics

20506 RETAINAGE

(\$2,698.54)

**(\$2,698.54)** Subtotal for Dept. Capital Projects - Aquatics

**\$24,286.88** Subtotal for Vendor

## WHITE'S BUFFALO SPORTING GOODS

2754 TRADE BEAD NECKLACES

\$270.00

2757 TRADE BEAD NECKLACES

\$90.00

**\$360.00** Subtotal for Dept. General - Fort Caspar

**\$360.00** Subtotal for Vendor

## WY. CONFERENCE OF BLDG. OFFICIALS

RIN0028126 REGISTRATION

\$150.00

RIN0028127 REGISTRATION

\$150.00

**\$300.00** Subtotal for Dept. Code Enforcement

**\$300.00** Subtotal for Vendor

## WY. DEPT. OF TRANSPORTATION

0000092456 CITATIONS

\$41.63

**\$41.63** Subtotal for Dept. Metro Animal

91008 WY BLVD AND EAST 12TH STREET

\$26,516.35

**\$26,516.35** Subtotal for Dept. Water

**\$26,557.98** Subtotal for Vendor

## WYOMING WOLVERINES

RIN0028117 REFUND FOR CANCELLED ICE TIME

\$158.75

**\$158.75** Subtotal for Dept. Ice Arena

**\$158.75** Subtotal for Vendor

**Grand Total**

**\$3,230,604.60**

Approved By:

On:

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 10/17/17

**Payroll Disbursements**

10/5/17	CITY PAYROLL	\$	1,033,875.98
10/5/17	BENEFITS & DEDUCTIONS	\$	180,509.59
10/13/17	FIRE PAYROLL	\$	160,974.11
10/13/17	BENEFITS & DEDUCTIONS	\$	27,071.65

<b>Total Payroll</b>	<b>\$ 1,402,431.33</b>
----------------------	------------------------

**Additional Fees**

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

**Additional Accounts Payable**

9/28/17	Prewrits - Utility Refunds	\$	207.09
9/27/17	Wires to Global Spectrum for ticket sales	\$	48,107.50
10/2/17	Wires to Global Spectrum for ticket sales	\$	22,283.00
10/3/17	Wires to Global Spectrum for ATM Reimb	\$	4,240.00

<b>Total Additional AP</b>	<b>\$ 74,837.59</b>
----------------------------	---------------------

October 6, 2017

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Establish Public Hearing for Consideration of a Zone Change of the CPH Addition from R-2 (One Unit Residential) to R-3 (One to Four Unit Residential).

Meeting Type & Date:

Regular Council Meeting, October 17, 2017.

Action Type:

Establish Public Hearing for November 7, 2017.

Recommendation:

That Council, by minute action, establish November 7, 2017 as the date of public hearing for consideration of a zone change of the CPH Addition from R-2 (One Unit Residential) to R-3 (One to Four Unit Residential).

Summary:

The applicants in this case have applied for a zone change of Lots 1-8, CPH Addition, from R-2 (One Unit Residential) to R-3 (One to Four Unit Residential). The CPH Addition is located directly west of the Sunrise Shopping Center, in a small cul-de-sac off of Coffman Avenue. The purpose of the proposed zone change is to facilitate the development of multi-family residential on the properties.

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

Financial Considerations:

There are no financial considerations regarding this case.

Oversight/Project Responsibility:

Craig Collins, City Planner, is tasked with processing zone changes.

Attachments:

Aerial map

September 11, 2017

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

FROM: Tom Pitlick, Financial Services Director *TP*  
Pete Meyers, Assistant Finance Director *PM*  
Carla Mills-Laatsch, Licensing Specialist *CM*

SUBJECT: Establish the Public Hearing Date for a Transfer of Ownership Interest in Retail Liquor License No. 7, Love Holdings, LLC d/b/a C85@ The Branding Iron.

Meeting Type & Date

Regular Council Meeting  
October 17, 2017

Action type

Establish Public Hearing  
Minute Action

Recommendation

That Council, by minute action, establish November 7, 2017 as the Public Hearing date for a transfer of ownership interest in Retail Liquor License No. 7, Love Holdings, LLC d/b/a C85 @ The Branding Iron, from Tony Cercy to Cole Cercy.

Summary

Currently, the interest in this liquor license is held by Tony Cercy and Cole Cercy as equal partners. This transfer will make Cole Cercy the sole interest holder.

The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development Department, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

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

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist, Support Services

Attachments

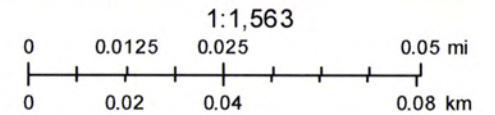
Map of location



# Love Holdings, LLC d/b/a C85@ The Branding Iron



September 12, 2017



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

ORDINANCE NO. 13-17

AN ORDINANCE AMENDING CHAPTER 17.68 OF THE CASPER MUNICIPAL CODE, PERTAINING TO GAMING/GAMBLING IN THE C-2 (GENERAL BUSINESS) ZONING DISTRICT.

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

SECTION 1:

That Section 17.68.020 of the Casper Municipal Code is hereby amended to add "Gaming/Gambling," alphabetically, as a permitted use in the C-2 (General Business) zoning district; as follows:

Except as otherwise provided, no new building, structure or land use shall be erected or used in a C-2 district except:

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. Bars, taverns, retail liquor stores, and cocktail lounges;
9. Bed and breakfast;
10. Bed and breakfast homestay;
11. Bed and breakfast inn;
12. Business, general retail;
13. Chapels and mortuaries;
14. Churches;
15. Clubs or lodges;
16. Convenience establishment, medium volume;
17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center - zoning review;
21. Family child care home;
22. Family child care home - zoning review;
23. Electrical, television, radio repair shops;
24. GAMING/GAMBLING;
25. Grocery stores;
26. Group homes;



27. Homes for the homeless (emergency shelters);
28. Hotels, motels;
29. Neighborhood groceries;
30. Offices, general and professional;
31. Pet shops;
32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
33. Parking garages and/or lots;
34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;
41. Restaurants, cafes, and coffee shops;
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

SECTION 2:

That Section 17.68.030 of the Casper Municipal Code is hereby amended to remove the strikethrough text, as follows:

17.68.030 Conditional uses.

The following are conditional uses in the C-2 district:

- A. Animal shelters and animal boarding houses;
- B. Apartments;
- C. Automobile repair shop;
- D. Convenience establishments, high volume;
- ~~E. Gaming/Gambling; provided such use is located in excess of three hundred feet from any school or church use;~~
- F.E. Parking lots;
- G.F. Public utility and public service installations and facilities; excluding business offices and repair and storage facilities;
- H.G. Workshop scale manufacturing, assembling, or packaging of products from previously prepared materials;

I.H. Other uses as determined by the commission.

SECTION 3:

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

PASSED ON 1<sup>st</sup> reading the 19<sup>th</sup> day of September, 2017,

PASSED ON 2<sup>nd</sup> reading the 3<sup>rd</sup> day of October, 2017,

PASSED, APPROVED, and ADOPTED on 3<sup>rd</sup> and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

Walker Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

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

ORDINANCE NO. 17-17

AN ORDINANCE AMENDING CHAPTER 5 OF THE CASPER MUNICIPAL CODE PERTAINING TO RESORT LIQUOR LICENSES.

WHEREAS, Casper Municipal Code as currently written is not consistent with Wyoming State Statutes in regards to Resort Liquor License requirements; and

WHEREAS, Casper Municipal Code, as currently written, would prevent the issuance of Resort Liquor Licenses to ski areas not having large hotels on premise; and

WHEREAS, it would benefit the City of Casper to be able to issue Resort Liquor Licenses to ski areas without large on premise hotels.

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

- A. The city council may issue resort retail liquor licenses to applicants who MEET THE REQUIREMENTS OF ~~are owners or lessees of a resort complex meeting the qualifications of subsection B of this section.~~ WYOMING STATE STATUTE 12-4-401. ALL APPLICANTS FOR ISSUANCE OR RENEWAL OF A RESORT LIQUOR LICENSE SHALL COMPLY WITH ALL APPLICABLE WYOMING STATE STATUTES AS THEY MAY BE AMENDED FROM TIME TO TIME.
- B. ~~To qualify for a resort retail liquor license, the city council shall require the resort complex to:~~
  - 1. ~~Have an actual valuation of, or the applicant shall have committed or expended on the complex, not less than one million dollars, excluding the value of the land;~~
  - 2. ~~Include a restaurant and convention facility, which convention facility shall seat no less than one hundred persons; and~~
  - 3. ~~Include motel or hotel accommodations with a minimum of one hundred sleeping rooms.~~
- C. ~~No resort liquor license may be transferred to another location. License ownership may be transferred to a purchaser or lessee of the licensed premises with the approval of the city council.~~
- D. ~~Resort liquor licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee. The dispensing of alcoholic liquor or~~

~~malt beverages licensed to be sold hereunder shall be controlled by Sections 5.08.290 through 5.08.310.~~

SECTION 2:

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

PASSED on 1st reading the <sup>3<sup>rd</sup></sup> day of October 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

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

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

ORDINANCE NO.14-17

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 4, 5, 6, 7, 8, 9, 10, AND THE SOUTH FORTY (40) FEET OF LOT 11, BLOCK 22, NELSONS ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification ED (Educational District) to C-2 (General Business); and,

WHEREAS, after a public hearing on August 17, 2017, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lots 4, 5, 6, 7, 8, 9, 10 and the south 40 feet of Lot 11, Block 22, Nelsons Addition to the City of Casper, located at 140 East K Street, are hereby rezoned from ED (Educational District) to C-2 (General Business).

SECTION 2:

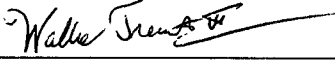
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 3<sup>rd</sup> day of October, 2017.

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

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

APPROVED AS TO FORM:



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur Tremel  
City Clerk

---

Kenyne Humphrey  
Mayor

ORDINANCE NO. 16-17

AN ORDINANCE AMENDING SECTION 2.40.050 OF THE CASPER MUNICIPAL CODE PERTAINING TO THE HISTORIC PRESERVATION PROGRAM

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

Section 1:

That Section 2.40.050 of the Casper Municipal Code shall be amended to read as follows:

There is hereby created the city of Casper historic preservation commission, which shall consist of AT LEAST THREE AND NO MORE THAN eleven members. Members shall be selected by the mayor, by and with the consent of the majority vote of the city council. In selecting the commission members, an attempt shall be made to draw on a wide range of backgrounds and interests to represent the city of Casper's diverse heritage.

PASSED on first reading this 3<sup>rd</sup> day of October, 2017.

PASSED on second reading this \_\_\_ day of \_\_\_\_\_, 2017.

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

APPROVED AS TO FORM:

Walker Trumbull

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

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

October 4, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Will Chambers, Interim City Attorney  
Wallace Trembath, Assistant City Attorney *W.T.*  
SUBJECT: Rocky Mountain Power Franchise

Recommendation:

That Council approve an ordinance granting an electric utility franchise, and general utility easement to PacifiCorp, an Oregon Corporation, doing business as Rocky Mountain Power.

Summary:

The current electric utility franchise between the City and Rocky Mountain Power expires the earlier of December 31, 2017, or the adoption of the new franchise ordinance by the City Council, and its acceptance by Rocky Mountain Power .

The parties have negotiated a new franchise, subject to the approval of the parties. It is the result of extensive, good-faith, negotiations between the parties. A copy of the ordinance that would grant the franchise is attached for your reference.

Highlights of the Franchise

- Term: The term of this franchise is for twenty (20) years.
- Purpose: Rocky Mountain Power is granted a franchise and general utility easement to locate its electrical facilities in public ways (e.g., roads, streets, alleys), subject to reasonable controls by the City.
- Franchise fee: The City will receive a franchise fee of seven percent (7%) of Rocky Mountain Power's gross revenues.
- Self-Insurance and Indemnity: The Wyoming Public Services Commission allows Rocky Mountain Power to be self-insured. Rocky Mountain Power indemnifies the City against claims for injury, death, and other items, including reasonable attorney fees and expenses.



**ORDINANCE NO.18-17**

**AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE AND GENERAL UTILITY EASEMENT TO PACIFICORP, AN OREGON CORPORATION, DOING BUSINESS AS ROCKY MOUNTAIN POWER**

WHEREAS, under Wyoming Statute § 15-1-103(a)(xxxiii), the City of Casper, sets the franchise fee rates charged to utility companies for use of the City's right-of-ways; and,

WHEREAS, PacifiCorp, doing business as Rocky Mountain Power (hereinafter referred to as Rocky Mountain Power), is a regulated public utility that provides electric power and energy to the citizens of the City of Casper, Wyoming (the "City") and other surrounding areas; and,

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City; and,

WHEREAS, Ordinance 24-99, granted a franchise to Rocky Mountain Power, and Ordinance 19-13 amended the franchise fees; and,

WHEREAS, the current franchise, as amended, was scheduled to expire by its terms on May 4, 2017, which expiration date was extended to November 4, 2017, by the Franchise Extension Agreement between the parties as approved by the City Council on May 2, 2017, and further extended by the Second Franchise Extension Agreement between the parties as approved by the City Council on October 17, 2017, so as to expire on the earlier of (1) December 31, 2017, or (2) adoption of this new franchise ordinance by the City Council and its acceptance by Rocky Mountain Power; a new franchise (hereinafter referred to as the "franchise") is necessary; and,

WHEREAS, the City desires to set forth the terms and conditions by which Rocky Mountain Power may use the public ways of the City.

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

**SECTION 1. Grant of Franchise and General Utility Easement.**

A. Subject to the terms and conditions set forth in this franchise, the City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including City parks, buildings or spaces not associated with City-owned

rights-of-way (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

**B.** Nothing in this franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the effective date of this franchise.

**C.** Unless otherwise agreed in writing, this franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of Public Ways, should Rocky Mountain Power provide services other than an electrical system (for example, a cable system for purposes of providing a cable service).

**D.** This franchise is intended to convey limited rights and interests in Public Ways as set forth in Wyoming Statute § 15-1-103(a)(xxxiii) and its subsections. It is not a warranty of title or interest in any Public Way; it does not provide Rocky Mountain Power with any interest in any particular location within the Public Ways; and it does not confer rights other than as expressly provided in the grant hereof.

**SECTION 2. Term.** The term of this franchise is for twenty (20) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

**SECTION 3. Publication and Acceptance by Company.** This ordinance shall be published once in a newspaper of general circulation within the City, pursuant to Wyoming statute § 15-1-116, and shall become effective on the day following its publication. Within sixty (60) days after the passage of this ordinance by the City, Rocky Mountain Power shall file an unqualified, written acceptance thereof with the City Clerk; otherwise, this ordinance and the rights, privileges and authority granted herein shall be null and void.

**SECTION 4. Non-Exclusive Franchise.** The right to use and occupy the Public Ways of the City is nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power’s Electric Facilities or Rocky Mountain Power’s rights as granted herein.

**SECTION 5. City Regulatory Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties, and exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Wyoming, the laws of the State of Wyoming or City Ordinance.

**SECTION 6. Indemnification.**

**A. General Indemnification.** Rocky Mountain Power shall indemnify, defend and hold harmless, the City, its officers, elected and appointed officials, employees, agents and volunteers, from any action or claim for injury, death, damage, loss, liability, cost or expense, including

court appeal costs and reasonable attorney's fees or reasonable expenses, arising from any casualty or accident to person or property in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, construction, or any other act done or neglect or omission under this franchise, by or for Rocky Mountain Power, its agents, or its employees. Rocky Mountain Power shall consult and cooperate with the City while conducting its defense of the City.

**B. Indemnification for Relocation.** Rocky Mountain Power shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Rocky Mountain Power's failure to remove, adjust or relocate any of its Electric Facilities in the Public Ways in a timely manner in accordance with Section 11 of this franchise.

**C. Hazardous Substances Indemnification.** Rocky Mountain Power shall indemnify the City against any claims, costs and expenses of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances within the Public Ways caused by the System. For purposes of this franchise, "hazardous substances" shall have the same definition as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (U.S.C. § 42-103-9601, *et seq.*) as may be amended from time to time, or its successor.

**SECTION 7. Insurance Requirements.** If at any time during the term of this franchise Rocky Mountain Power ceases to be self-insured, Rocky Mountain Power shall procure and maintain for the remaining duration of this franchise insurance against claims for injuries to persons, death or damages to property which may arise from or in connection with Rocky Mountain Power's use of the Public Ways pursuant to this franchise, in such coverages as are commercially reasonable for a similarly-situated company providing similar goods and services; provided, however, in no event shall such insurance coverage be less than amounts for which the City would be liable under the Wyoming Governmental Claims Act, W.S. § 1-39-101 *et seq.*, as it may be amended from time to time.

## **SECTION 8. Annexation**

**A. Extension of City Limits.** Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electric Facilities owned, maintained, or operated by Rocky Mountain Power located within any Public Ways of the annexed territory shall thereafter be subject to all of the terms hereof.

**B. Notice of Annexation.** When any territory is approved for annexation to the City, the City's Community Development Director or his/her designee shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed as to the addressees below, or such other updated address as Rocky Mountain Power shall provide to the City in writing by certified mail, return receipt requested.

Rocky Mountain Power  
Attn: Annexations  
P.O. Box 400  
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power  
Attn: Office of the General Counsel  
1407 West North Temple, Room 320  
Salt Lake City, UT 84116

Notwithstanding the foregoing, failure of the City to provide the notice described herein shall not constitute a material breach of this franchise.

**SECTION 9. Plan, Design, Construction and Installation of Electric Facilities.**

**A.** All Electric Facilities installed or used under authority of this franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

**B.** All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City, and as follows:

1. Rocky Mountain Power is authorized to make excavations in City streets, alleys and public rights-of-way for purposes of routine repair, replacement and maintenance of Electric Facilities. Rocky Mountain Power shall direct its subcontractors to obtain excavation permits for streets and alleys within City rights-of-way, regardless of surfacing types, and traffic control permits for all streets, and shall not unnecessarily obstruct the use of streets, alleys or public rights-of-way. In the week prior to any planned excavations in the Public Ways, Rocky Mountain Power shall provide notice to the City of such excavations via email to the City's Public Works Department at the email address(es) or other means of contact as set forth in the then-current Community Performance Plan, or to such other email address(es) or means of contact as the City may provide to Rocky Mountain Power in writing from time to time. All mains, services, and pipes laid or installed under this franchise shall be so located and placed as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs, but shall provide notice to the City via the above email addresses within a week following the emergency work. All excavation shall be performed in a manner that is anticipated to create the least inconvenience to the public as practicable, and in accordance with any permits and manuals issued by the City.

2. Rocky Mountain Power, in doing any work in connection with its Electric Facilities, shall avoid, so far as practicable, interfering with the use of any street, alley or public

place, and where the paving or surface of any street, alley or public place is disturbed, Rocky Mountain Power, at its own expense, shall replace such paving or surface in accordance with the City of Casper's Standard Specifications for Street Construction in the Casper Municipal Code, and any other applicable ordinances, as they may be amended from time to time.

3. Paved streets shall be bored or drilled when they are crossed beneath the ground by Rocky Mountain Power's Electric Facilities so that the City's paved streets will not be unnecessarily damaged. The City Manager or his/her designee, in his/her sole discretion, may allow other construction methods when it is found that drilling or boring is unreasonable and will not provide a sufficient public benefit for the cost.

4. In the event the City desires to undertake a project that may interfere with Rocky Mountain Power's facilities located within the Public Ways, Rocky Mountain Power shall cooperate and coordinate with the City to provide information about the existence and location of Rocky Mountain Power's facilities.

5. This franchise does not establish priority for use of public rights-of-way over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the public rights-of-way. The City shall control distribution of space in the public rights-of-way, but may not exercise that authority unreasonably or in a way that would cause a violation of the National Electrical Safety Code or any other applicable standard. No location of any Electric Facilities shall give rise to a vested interest in public property.

6. Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

**C.** If, during the course of work on its Electric Facilities, Rocky Mountain Power causes damage to or alters the Public Ways or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

**D.** In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

**E.** The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing

herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 9.E. and to require the City to remedy any defective attachments.

F. Rocky Mountain Power shall have the right to excavate the public right-of-ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electric Facilities or delay project completion.

**SECTION 10. Subdivision Plat Notification.** Before the City approves any new subdivision and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power  
Attn: Estimating Department  
2840 E. Yellowstone Highway  
Casper, WY 82609

**SECTION 11. Relocations of Electric Facilities.**

A. The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities, except for street lights, within the Public Ways for street and/or right-of-way projects in the interest of public convenience, necessity, health, safety or welfare, at no cost to the City. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electric Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work, and shall support the efforts of Rocky Mountain Power to obtain reimbursement by providing any relevant public records requested by Rocky Mountain Power that are available under the Wyoming Public Records Act, Wyoming Statutes § 16-4-201 *et seq.*

B. Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of

Electric Facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

C. Indemnification for relocation is addressed in Section 6 B. of this franchise.

**SECTION 12. Vegetation Management.** Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways to prevent the branches or limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Electric Facilities. Such pruning shall comply with *the American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Rocky Mountain Power, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

**SECTION 13. Compensation, Reopening, Audit and Reports**

A. **Franchise Fee.** In consideration of the rights, privileges, and franchise hereby granted, Rocky Mountain Power shall pay to the City from and after the effective date of the acceptance of this franchise, seven percent (7%) of its gross revenues derived from within the corporate limits of City. The term "gross revenue" as used herein shall be construed to mean any revenue of Rocky Mountain Power derived from the retail sale and use of electric power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. Notwithstanding any provision to the contrary, at any time during the term of this franchise, the City may elect to increase the franchise fee amount as may then be allowed by state law. The City shall provide Rocky Mountain Power with prior written notice of such increase following adoption of the change in percentage by the City. The increase shall be effective sixty (60) days after the City has provided such written notice to Rocky Mountain Power.

B. **Offset.** The franchise fee shall not be in addition to any other license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the City from Grantee with respect to Rocky Mountain Power's exercise of this franchise within the corporate limits of the City, and the amount due to the City under any such other license, occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting therefrom the amount of said franchise fee paid hereunder.

C. **Audit.** Rocky Mountain Power will provide the City with a current audit file upon request, but no more than every three (3) years, at no expense to the City. If a net franchise underpayment is discovered as a result of an audit, Rocky Mountain Power shall back-bill the customer(s) involved for the preceding six (6) months, in accordance with Wyoming Public Service Commission regulations.

**D. Payments and Reports.**

1. **Monthly Payments.** Rocky Mountain Power's franchise fee payments to the City shall be computed monthly and the check(s) forwarded to the City Treasurer within thirty (30) days following the end of each calendar month.

2. **Franchise Fee Reports.** Each payment shall be accompanied by a written report to the City, verified by an authorized representative of Rocky Mountain Power, containing an accurate statement of the company's revenue for that month within the City, the amount of the franchise fee, and the basis for the calculation.

3. **Annual Report.** The final report for each calendar year (December) shall reflect the total payments for that calendar year.

4. **No Accord and Satisfaction.** No acceptance of any payment shall be construed as an accord and satisfaction by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for additional sums payable or for the performance of any other obligation of Rocky Mountain Power.

**SECTION 14. Renewal.** At least 180 days prior to the expiration of this franchise, Rocky Mountain Power and the City either shall agree to extend the term of this franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement franchise is not entered into upon expiration of this franchise, provided that Rocky Mountain Power continues to pay the same compensation fee specified in Section 13 during that time, and provides the same insurance and indemnification to the City as described hereunder.

**SECTION 15. No Waiver.** Neither the City nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

**SECTION 16. Transfer of Franchise.** Rocky Mountain Power shall not transfer or assign any rights under this franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder (including acceptance of all terms, conditions and provisions of this franchise), unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar



instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

**SECTION 17. Amendment.** At any time during the term of this franchise, the City or Rocky Mountain Power may propose amendments to this franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

**SECTION 18. Non-Contestability--Breach of Contract.**

**A** Neither the City nor Rocky Mountain Power will take any action for the purpose of securing modification of the terms and conditions of this franchise before either the Public Service Commission or any Court of competent jurisdiction. Provided, however, neither party shall be precluded from taking any action it deems necessary to resolve any differences in interpretation of the franchise, nor shall either party be precluded from seeking relief from the Courts in the event Public Service Commission orders, rules or regulations conflict with or make performance under the franchise illegal. Notwithstanding the foregoing, the parties shall first attempt to resolve any dispute through direct negotiation between the representatives of the parties. If the representatives are unable to reach agreement within (60) days after presentation of the dispute, then each of the parties may proceed with taking the dispute to the Public Services Commission.

**B.** In the event Rocky Mountain Power or the City fails to fulfill any of their respective obligations under this franchise, the City, or Rocky Mountain Power, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this franchise shall become effective without such action which would be necessary to formally amend the franchise.

**SECTION 19. Notices.** Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this franchise shall be delivered to the City Manager's Office, with a copy to the City Attorney's office at 200 N David St., Casper, Wyoming 82601 or such other office as the City may advise Rocky Mountain Power of by written notice. Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this franchise shall be delivered to Community Manager, Rocky Mountain Power, 2840 E. Yellowstone Highway, Casper, Wyoming 82609, with a copy to Rocky Mountain Power, Attn: General Counsel, 1407 W. North Temple, Suite 320, Salt Lake City, Utah 84116, or such other office as Rocky Mountain Power may advise the City of by written notice.

**SECTION 20. Severability.** If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including

any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the franchise or any renewal or renewals thereof.

**SECTION 21. Arbitration.** In the event of any dispute arising under this franchise, the parties shall first attempt to resolve the matter through direct negotiation between the representatives of the parties. If the representatives are unable to resolve the issue within (60) days after presentation of the dispute, then each of the parties hereto agree to non-binding arbitration in accordance with Wyoming Statutes § 1-36-101 *et seq.* Each party shall select an arbitrator, and the two arbitrators shall jointly appoint a third arbitrator, who shall be the arbitrator to hear the dispute.

**SECTION 22. Governmental Claims Act.** The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 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.

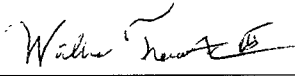
**SECTION 23. Repeal of previous franchise ordinances.** Upon the effective date hereof, and upon acceptance of the Company, the following will be repealed: Ordinance No. 24-99 of the City, passed and approved November 4, 1999, granting a franchise to Rocky Mountain Power; Ordinance No. 19-13 of the City, passed and approved on August 6, 2013; the Franchise Extension Agreement between the parties as approved by the City Council on May 2, 2017; and the Second Franchise Extension Agreement between the parties as approved by City Council on October 17, 2017.

**PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2017.**

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

**PASSED, APPROVED AND ADOPTED on the 3<sup>rd</sup> and final reading the \_\_\_\_ day of \_\_\_\_\_, 2017.**

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

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

ACCEPTED BY PACIFICORP:

By: \_\_\_\_\_  
Name: George Humbert  
Title: Director, Regional Business Management  
Date: \_\_\_\_\_

September 25, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Joy Clark, Community Development Technician  
SUBJECT: Amendment of Contract for Property Management with the Casper  
Housing Authority to manage Building B on LifeSteps Campus

Meeting Type and Date  
Council, October 17, 2017

Action Type  
Resolution

Recommendation:

That Council, by resolution, approve the Amendment to the Property Management Contract with the Casper Housing Authority (CHA) to add Building B on the LifeSteps Campus, to the property management of the LifeSteps Campus buildings and grounds approved by Council on December 15, 2014.

Summary:

The current contract with WHN Two, LLC for the property management of Building B, also known as the Wilson Building on LifeSteps Campus, expires on October 31, 2017. City staff requests that an amendment be made to the Contract for Property Management of the LifeSteps Campus with the Casper Housing Authority to include Building B.

The Casper Housing Authority has submitted interest in including Building B in their management of the Campus which specifically addressed strategic visioning for the ongoing management and development of the campus. Through their partnership with the U.S. Department of Housing and Urban Development (HUD), Casper Housing Authority currently provides housing vouchers to the eight (8) tenants who reside in Building B and is responsible for landscaping and snow removal around the perimeter of Building B.

The mission of the CHA is to provide quality affordable housing that is well integrated into the fabric of neighborhoods and serves as a foundation to improve lives and advance resident independence. The Casper Housing Authority staff and Board are experienced in property management and have made significant improvements to the Campus over the past three (3) years. The overall campus plan is exciting, aggressive, and achievable. The CHA has on-site property management and maintenance, 24 hours/day.

Financial Considerations  
No financial impact.

Oversight/Project Responsibility

Joy Clark, Community Development Technician, CDBG Program Coordinator, Housing and Community Development

Attachments

Amendment to No. 1 to the Contract for Professional Services with Casper Housing Authority

**AMENDMENT NO. 1 TO THE PROPERTY MANAGEMENT CONTRACT  
WITH CASPER HOUSING AUTHORITY (“AMENDMENT”)**

This Amendment No. 1 to the Contract for Professional Services (“Amendment”) is entered into on this 25<sup>th</sup> day of September, 2017, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City” or “Owner”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Casper Housing Authority (“Contractor”), 145 N. Durbin Street, Casper, WY 82601.

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

**RECITALS**

A. On December 15, 2014, the City and Contractor entered into a *Contract for Professional Services* (“Contract”) for tenant and facility management at LifeSteps campus.

B. The management and maintenance of Building B at LifeSteps Campus was excluded from the Contract.

C. The parties desire to amend the Contract to allow the Contractor to manage and maintain all of the buildings at LifeSteps Campus.

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

**1. INCORPORATION OF RECITALS**

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

**2. AMENDMENT TO PARAGRAPH C OF THE RECITALS SECTION.**

Paragraph C of the Recitals section shall be deleted in its entirety and replaced with the following:

C. Owner desires to engage the services of Contractor to manage and operate all of the buildings located on the LifeSteps Campus. Throughout the rest of this document, where Contractor is responsible for managing and operating “the property” the parties

agree and understand that all buildings on LifeSteps Campus are included as part of the managerial or operational duties of Contractor.

**3. AMENDMENT TO SECTION 7.5**

Section 7.5 is deleted in its entirety and replaced with the following:

7.5. Contractor is responsible for the semi-annual cleanouts of sewers, hydro-jetting all main lines, and servicing all swamp coolers in all buildings on Campus.

**4. RATIFICATION**

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

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

APPROVED AS TO FORM (CITY ATTORNEY'S OFFICE):

Wilke Tremel

**ATTEST:**

**OWNER:**

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

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

**WITNESS:**

**CONTRACTOR:**  
Casper Housing Authority

By: KS Wright  
Printed Name: Kim Summerall-Wright  
Title: Executive Director

By: J. J. Lichy  
Printed Name: John Lichy  
Title: Chairperson - Board of Commissioners

RESOLUTION NO.17-192

A RESOLUTION AMENDING THE DECEMBER 15, 2014, PROPERTY MANAGEMENT CONTRACT WITH THE CASPER HOUSING AUTHORITY TO INCLUDE BUILDING B ON LIFESTEPS CAMPUS.

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming State Statutes 15-1-103 (a)(xlv); and,

WHEREAS, the City of Casper wants to add Building B, to the Property Management Contract with the Casper Housing Authority, which was approved on December 15, 2014.

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, Amendment No. 1 to the December 15, 2014, Property Management Contract with the Casper Housing Authority.

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

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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



September 11, 2017

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

FROM: Liz Becher, Community Development Director *LB*  
Joy Clark, Community Development Technician *JC*

SUBJECT: Authorizing Fiscal Year 2018 Contract with the Casper Area Transportation Coalition, in an Amount not to exceed \$35,000, for the Provision of Subsidized Fares to Low-Income Residents.

Meeting Type and Date

Regular Council Meeting, October 17, 2017

Action Type

Resolution

Recommendation:

That Council, by resolution, approve the Contract for Professional Services with the Casper Area Transportation Coalition, in an amount not to exceed \$35,000, for the City to provide Community Development Block Grant (CDBG) funding for subsidized fares to Casper citizens who are elderly, and/or disabled and of low-income as reported in the 2017-2018 Annual Action Plan which was approved by Council on June 6, 2017.

Summary:

The City is continuing its support of subsidized fares for low-income residents. Under CDBG regulations, this is considered a public service activity that applies toward spending at least 70% of CDBG funding on activities directly benefiting low-income individuals.

In past years, the program has made a positive impact on many residents' lives who otherwise do not have access to reliable transportation.

Financial Considerations

No financial impact. Funding is provided through a U.S. Department of Housing and Urban Development grant.

Oversight/Project Responsibility

Joy Clark, Community Development Technician, CDBG Program Coordinator, Housing and Community Development

Attachments

Contract for Professional Services with CATC

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 27<sup>th</sup> day of September, 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. Casper Area Transportation Coalition (CATC), 1715 East 4<sup>th</sup> Street, Casper, Wyoming, 82601 ("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 contract with non-profit corporations to provide human services for persons within its jurisdiction pursuant to Wyoming State Statute 15-1-103(a)(xlv), and can provide necessary support for the poor under the Wyoming Constitution.

B. The CATC program meets one of the Community Development Block Grant Program National Objectives, which is to benefit low and moderate income persons as required by 24 CFR 570.208(a).

C. The project requires professional services for the public transportation services to assist senior citizens, persons with disabilities, persons who are homeless, and persons with low-to-moderate income levels, with transportation costs.

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

E. 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. Contractor shall provide up to Thirty Five Thousand Dollars (\$35,000) in subsidized transportation assistance to senior citizens, persons with disabilities, persons who are elderly, persons who are homeless and persons with low-to-moderate income levels in the form of tickets to use the CATC dial-a-ride system or tokens to use “The Bus” fixed route system.
- B. Contractor shall verify that applicants reside within the corporate limits of the City of Casper and are income qualified.
- C. Contractor shall submit all applications from citizens who receive subsidized tickets or tokens on a bi-annual basis, no later than December 15, 2017, and July 15, 2018. The applications shall be completed on forms provided by the CDBG Program Coordinator, an example of which is attached to this Contract as Exhibit A.
- D. Contractor shall complete and submit a mid-year summary report, on a form provided by the CDBG Program Coordinator, with data provided from the applications, no later than December 15, 2017. An example of the report is attached to this Contract as Exhibit B.
- E. Contractor shall collect Summary Reports and compile data received from all agencies they distribute tickets or tokens to when the subsidized ticket/token program has been completed, but no later than July 15, 2018.
- F. Contractor will submit a totaled end-of-year Summary report, an example of which is attached as Exhibit B, on ALL applicants of the subsidized program upon completion of the ticket/token distribution program, but no later than July 15, 2018.
- G. All required applications, reports or other documentation shall be delivered to the CDBG Program Coordinator in the Housing and Community Development Department at the City of Casper, 200 N. David Street, Room 203, Casper, Wyoming, 82601.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2018.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Thirty Five Thousand Dollars (\$35,000).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

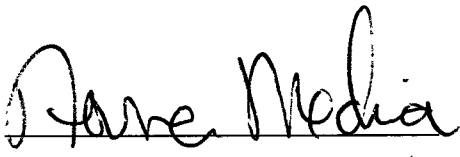
ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

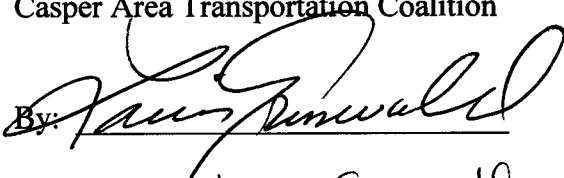
\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS

By:   
Printed Name: Norma Medina  
Title: receptionist at CATC

CONTRACTOR

Casper Area Transportation Coalition

By:   
Printed Name: Louis Grunwald  
Title: Chairman of Board

## **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.

**PUBLIC TRANSIT  
SUBSIDY TICKET/TOKEN PROGRAM  
APPLICATION FY2017/2018**

CATC/BUS  
Office Use Only:  
Date: \_\_\_\_\_  
Time: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Last Four SS # \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_

Date of Birth \_\_\_\_\_ Ethnic/Racial Group \_\_\_\_\_

(This is required by Federal Grant)

You **must** check **all** of the following that apply to you.

- |   |  |
|---|--|
| <input type="checkbox"/> Married (Spouses Name _____)                   | <input type="checkbox"/> 62 Years of Age or Older                |
| <input type="checkbox"/> Unmarried (Includes Single, Divorced, Widowed) | <input type="checkbox"/> Disabled/Handicapped                    |
| <input type="checkbox"/> Female Head of Household                       | <input type="checkbox"/> Resident of Casper – Mills – Evansville |
| <input type="checkbox"/> Child under 18 years old ( _____ )             | (Circle one)   |

Parents Name \_\_\_\_\_

\_\_\_\_\_ Household Size

**HOUSEHOLD INCOME:**

List amounts of monthly income for **EVERYONE IN YOUR HOUSEHOLD.**

Monthly Income Source	Monthly Wage Income	Monthly SSI or SSDI	Monthly Food Stamps	Monthly Other	No Income

Have you filled an application out for tokens? Yes \_\_\_\_\_ No \_\_\_\_\_ If so, Where?

CATC/The Bus: \_\_\_\_\_

Casper Housing Authority: \_\_\_\_\_

Community Action Partnership (CAP): \_\_\_\_\_

Wyoming Rescue Mission: \_\_\_\_\_

**ANY AND ALL INFORMATION PROVIDED ABOVE MAY BE VERIFIED AT ANY TIME**

The applicant hereby certifies that the information provided in this application is correct and true to the best of the applicant's knowledge. The applicant further acknowledges that the application will be retained by Casper Area Transportation Coalition whether assistance is provided or not. Applicants' signature below hereby attests that all information given is true and correct and is used to determine eligibility for this program.

Applicants Signature \_\_\_\_\_

Date \_\_\_\_\_

**OFFICE USE ONLY - MULTIPLY MONTHLY INCOME BY 12, CIRCLE AMOUNT THEY'RE UNDER**

FY 2017 HUD INCOME LIMITS – ANNUAL INCOME								
INCOME LIMIT CATEGORY	PERSONS IN FAMILY							
	1	2	3	4	5	6	7	8
Extremely Low Income (30%)	\$15,700	\$17,950	\$20,420	<b>\$24,600</b>	\$28,780	\$32,960	\$37,140	\$41,320
Very Low Income Limits (50%)	\$26,150	\$29,900	\$33,650	<b>\$37,350</b>	\$40,350	\$43,350	\$46,350	\$49,350
Low Income (80%)	\$41,850	\$47,800	\$53,800	<b>\$59,750</b>	\$64,550	\$69,350	\$74,100	\$78,900

AGENCY (circle one):

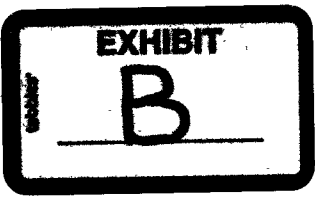
CATC

CAP

84

CHA

MISSION-MEN'S WOMEN'S



**SUMMARY REPORT**  
**(PY17) PUBLIC TRANSIT SUBSIDY TICKET/TOKEN PROGRAM**

**MID-YEAR: DUE DECEMBER 15, 2017**

Please calculate totals from applications received so far this year.

**YEAR-END: DUE WHEN SUBSIDIZED TOKENS RUN OUT, OR BY JUNE 30, 2018**

Calculate your totals from all of the applications for Subsidized Bus Tokens you have taken from July 1, 2017 through June 30, 2018. Put the totals on this sheet where required.

Remit copies of this completed Report and all of the application forms, to Joy Clark in Housing and Community Development, in City Hall, room 203. Thank you!

**AGENCY:** \_\_\_\_\_

- Total number of completed Applications \_\_\_\_\_
- Total number of persons who were Male \_\_\_\_\_
- Total number of persons who were Female \_\_\_\_\_
- Total number of persons who were White \_\_\_\_\_
- Total number of persons who were Black \_\_\_\_\_
- Total number of persons who were Hispanic \_\_\_\_\_
- Total number of persons who were Asian \_\_\_\_\_
- Total number of persons who were Native American \_\_\_\_\_
- Total number of persons who were in other racial/ethnic categories \_\_\_\_\_
- Total number of persons who were Married \_\_\_\_\_
- Total number of persons who were Unmarried \_\_\_\_\_
- Total number of persons who were a Female Head of Household \_\_\_\_\_
- Children under 18 years of age that applied \_\_\_\_\_
- Total number of persons who were 62 Years of Age or older \_\_\_\_\_
- Total number of persons who were Disabled \_\_\_\_\_
- Total number of residents of Casper \_\_\_\_\_
- Total number of residents of Mills \_\_\_\_\_
- Total number of residents of Evansville \_\_\_\_\_
- Total number who reported No Income \_\_\_\_\_ Ext. Low \_\_\_\_\_ Very Low \_\_\_\_\_ Low \_\_\_\_\_

RESOLUTION NO.17-193

A RESOLUTION AUTHORIZING THE FISCAL YEAR 2017-2018 CONTRACT WITH THE CASPER AREA TRANSPORTATION COALITION (“CATC”), IN AN AMOUNT NOT TO EXCEED THIRTY FIVE THOUSAND DOLLARS (\$35,000) FOR THE PROVISION OF SUBSIDIZED FARES TO LOW-INCOME RESIDENTS

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming State Statutes 15-1-103 (a)(xlv); and,

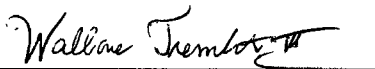
WHEREAS, the City of Casper and the US Department of Housing and Urban Development have approved Community Development Block Grant funding for Fiscal Year 2017-2018 in an amount not to exceed Thirty Five Thousand Dollars (\$35,000) to the subsidized fare programs of the Casper Area Transportation Coalition, as reported in the approved 2017-2018 Annual Action Plan.

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 Contract for Professional Services with the Casper Area Transportation Coalition, for Fiscal Year 2017-2018.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payments during the term of this contract, in an amount not to exceed Thirty Five Thousand Dollars (\$35,000).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

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

August 21, 2017

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

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

SUBJECT: Authorizing a Procurement Agreement with North American UV, Inc., in the amount of \$27,900, for 300 UV lamps to be used on the UV Disinfection System at the Sam H. Hobbs Wastewater Treatment Plant.

Meeting Type & Date  
Regular Council Meeting  
October 17, 2017

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize a Procurement Agreement with North American UV Inc., Hermosa Beach, California, in the amount of \$27,900 for 300 UV lamps to be used on the UV disinfection system at the Sam H. Hobbs Wastewater Treatment Plant.

Summary  
The UV system, located at the Sam H. Hobbs Wastewater Treatment Plant, is used to disinfect the wastewater treatment plant secondary effluent prior to discharge into the North Platte River. The system was put online in 2009 and consists of approximately 300 lamps. The UV system manufacturer recommends lamp replacement at two year intervals to maintain efficient and effective operation of the system. The previous lamp replacement was completed in 2015.

It is proposed to purchase the lamps and utilize City Wastewater Maintenance Staff to install them.

Quotes for the lamps were obtained from three vendors. The quotes received were as follows:

<u>Vendor</u>	<u>Amount</u>
North American UV Inc. – Hermosa Beach, CA	\$27,900.00
Quartz Lamps Inc. – Cincinnati, OH	\$28,000.00
UV Doctor Systems, LLC – Amelia, OH	\$33,900.00

The low quote for supplying the UV lamps was North American UV Inc., Hermosa Beach, CA.

Financial Considerations

Funding for the UV lamp replacement project will come from funds encumbered from the FY17 Wastewater Treatment Plant Fund.

Oversight/Project Responsibility

Megan Lockwood, WWTP Manager

Attachments

Resolution

Purchase Agreement with Exhibit "A"



## PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2017, between the City of Casper, Wyoming, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and, North American UV Inc., 703 Pier Avenue, Suite B136, Hermosa Beach, California 90254, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

### ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the attached Exhibit "A". The Goods to be furnished are generally described as follows:

Procurement of Three Hundred (300) Step Base Amalgam UV Lamp - Trojan 3000 Plus #302509

### ARTICLE 2. ENGINEER.

The Goods have been specified by the Public Services Department, Public Utilities Division of the City of Casper, Wyoming, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

### ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

City of Casper Wastewater Treatment Plant  
2400 Bryan Evansville Rd.  
Casper, WY 82609

### ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by November 30, 2017.

- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) (\$ 100.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Twenty-Seven Thousand Nine Hundred Dollars (\$27,900.00).

#### ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings, and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.
- 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

- 6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

#### ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

#### ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

#### ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A"
- 9.3 Addenda, if applicable.
- 9.4 Certificate of Insurance.

- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.7 Procurement Specifications. (See Exhibit “A”)
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award (Pages NA to NA, inclusive).
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner. NA
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement. NA
- 9.12 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.
- 10.4 The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Owner specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

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

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

BY: Carl Tavikian  
TITLE: Manager

ATTEST:

BY: \_\_\_\_\_  
Fleur D. Tremel  
TITLE: City Clerk

CONTRACTOR:

North American UV Inc.  
703 Pier Avenue, Suite B136  
Hermosa Beach, California 90254

BY: Raffi Marashlian  
TITLE: President

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

BY: \_\_\_\_\_  
Kenyne Humphrey  
TITLE: Mayor

Exhibit "A"

NORTH AMERICAN UV INC.

---

Sam H. Hobbs WWTF  
2400 Bryan Evensville Rd.  
Casper, WY 82609

August 14<sup>th</sup>, 2017

Attn: Megan Lockwood

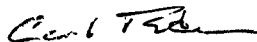
Dear Megan,

Here is our updated price for your Trojan UV 3000 Plus lamps.

Based on the quantities of 300 lamps, the current price for Trojan P/N 302509 step base amalgam UV lamp is \$93.00 each delivery included.

Please let me know if you have any questions.

Sincerely,



Carl Tavitian  
Sales Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/20/2017

<b>PRODUCER</b>  Jovan Solaja 6060 W MANCHESTER AVENUE, STF 302 LOS ANGELES, CA 90045 310-410-0580	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Raffi Marashlian DBA North American UV INC 703 Pier Avenue, STE B136 Hermosa Beach CA 90254	INSURER A. Mesa Underwriters Specialty Insurance Co	17370
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	MP0004017003368	10/01/2017	10/01/2017	EACH OCCURENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
						Propert Exposure	\$30,000
	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
	<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E L EACH ACCIDENT	\$
						E L DISEASE - EA EMPLOYEE	\$
						E L DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>  City Of Casper 200 N David Str Casper, WY 82604	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE
--	--

RESOLUTION NO. 17-194

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH NORTH AMERICAN UV INC. FOR 300 TROJAN UV 3000 PLUS UV LAMPS FOR USE AT THE SAM H. HOBBS WASTEWATER TREATMENT PLANT.

WHEREAS, the City desires to procure Three Hundred (300) Trojan UV 3000 Plus UV lamps for use at the Wastewater Treatment Plant; and,

WHEREAS, the contractor represents that it is ready, willing, and able to provide the lamps as required by an agreement between the contractor and the City; and,

WHEREAS, the City desires to retain the contractor for furnishing the lamps.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a procurement agreement with North American UV Inc., 703 Pier Avenue, Suite B136, Hermosa Beach, California 90254, for the furnishing of Three Hundred (300) UV amalgam lamps.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the procurement agreement in an amount not to exceed Twenty-Seven Thousand Dollars (\$27,900.00).

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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



September 11, 2017

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

FROM: Andrew B. Beamer, P.E., Public Services Director *AB*  
Alex Sveda, P.E., Associate Engineer *AS*

SUBJECT: Authorizing a Contract for Professional Services with WLC Engineering in the amount of \$52,000.00, for the Hogadon Underground Injection Control Program Permit, Project No. 17-010.

Meeting Type & Date:  
Regular Council Meeting  
October 17, 2017

Recommendation:  
That Council, by resolution, authorize a contract for professional services with WLC Engineering (WLC) in the amount not to exceed \$52,000.00, for the Hogadon Underground Injection Control Program Permit, Project No. 17-010.

Summary:  
Hogadon Basin Ski Area's (Hogadon) non-operator package wastewater treatment system (Treatment System) was constructed in 1985. In 2012, the system experienced a failure where the fiberglass siding failed. The system was soon replaced with a new package system. No major issues have since been reported with the system.

With the 2016 Construction Permit issued for the new Hogadon Lodge, the Wyoming Department of Environmental Quality (WYDEQ) has required that the City of Casper obtain an Underground Injection Control (UIC) permit for the Treatment System. The work to obtain the UIC permit consists of the installation of groundwater monitoring wells (both up-gradient and down-gradient of the existing Treatment System leach field), and new monitoring, sampling and permit compliance required by Chapter 27 of the WYDEQ Water Quality Division Rules and Regulations.

Three (3) proposals were received for the work to obtain a new UIC permit. The Consultant interviews were evaluated based on project team qualifications, team management and organizational structure, demonstrated experience, demonstrated ability to recognize opportunities during the project, proven record of meeting time requirements, and demonstrated history of local community involvement. Based on the evaluation criteria above, the interview panel recommended WLC to be awarded the work for the Hogadon Underground Injection Control Program Permit, Project No. 17-010.

WLC  
Hogadon Underground Injection Control Program Permit  
Project, No. 17-010

Financial Considerations:

Funding for this project will be from Optional One Cent #14 Sales Tax allocated to the Hogadon Lodge.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution  
Agreement

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

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

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. WLC Engineering (WLC), 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 the Hogadon Underground Injection Control Program Permit, Project No. 17-010.

B. The project requires engineering services for submitting a Wyoming Department of Environmental Quality (WYDEQ) Underground Injection Control (UIC) Program Permit under Chapter 27 of the WYDEQ Water Quality Division Rules and Regulations for the Hogadon Area Ski Basin.

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:

A. Consultant shall perform all work necessary to submit a Wyoming Department of Environmental Quality (WYDEQ) Underground Injection Control (UIC) Program Permit under Chapter 27 of the WYDEQ Water Quality Division Rules and Regulations for the City of Casper’s Hogadon Area Ski Basin, including but not limited to:

1. Perform Site Topographic Surveys.
2. Obtain and document Hogadon’s wastewater flows.

3. Verify, survey, map, and provide written and photographic documentation of existing water wells downgradient of Hogadon's existing leach field. Consultant shall meet with and obtain permission from the Owners of water wells prior to accessing water wells.
4. Verify, survey, map, and provide written and photographic documentation of any existing sumps discharging into existing leach field/soil absorption bed.
5. Provide all necessary Groundwater Studies.
6. Provide/Install all necessary Monitoring Wells with mapping, written documentation, and picture documentation, all showing Monitoring Well installation and location.
7. Provide onsite Owner Training to City Staff of new UIC permit requirements with four (4) hardcopies and a digital pdf copy of manuals, which shall include:
  - a. A copy of the new, fully-executed WYDEQ-approved UIC permit.
  - b. All mapping documentation, written documentation, and picture documentation obtained from items from the Scope of Services of this Contract.
  - c. A list and detailed description of step-by-step procedures and frequencies for monitoring and sampling.
  - d. A list and detailed description of all necessary equipment and documents needed for sampling and monitoring
  - e. A list and detailed description of required submissions and submission procedures that are needed to be submitted to WYDEQ and the frequency of submissions.
  - f. A list of necessary permit renewals and renewal frequencies.
8. Provide timely responses to all WYDEQ questions or comments.

**B. Meetings.**

1. The Consultant shall conduct meetings and coordination with WYDEQ, other authorities having jurisdiction, and entities.
2. Consultant shall conduct and coordinate progress meetings with Owner and other entities, no less than monthly. The Consultant shall take meeting minutes and submit meeting minutes to the City and City Staff via email.
3. The Consultant shall attend any special meetings with City Manager, City

and/or WYDEQ, relating to the performance of this Contract

C. Subconsultants.

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.
2. The Owner and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

2. TIME OF PERFORMANCE:

The professional services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June 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 paragraph 1, not to exceed a lump sum of Fifty-Two Thousand 00/100 Dollars (\$52,000.00).

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 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:

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.

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

APPROVED AS TO FORM:

Wallie Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

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

WITNESS:

CONSULTANT:  
WLC Engineering

By: 

By: Shane Porter Shane Porter

Printed Name: Alex Svedo

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

Title: Associate Engineer-City

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.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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.

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce

this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO. 17-195

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING (WLC) FOR ENGINEERING SERVICES FOR THE HOGADON UNDERGROUND INJECTION CONTROL PROGRAM PERMIT, PROJECT NO. 17-010.

WHEREAS, The City is undertaking the Hogadon Underground Injection Control Program Permit, Project No. 17-010; and,

WHEREAS, the City of Casper desires engineering services for obtaining a Wyoming Department of Environmental Quality (WYDEQ) Underground Injection Control (UIC) Program Permit under Chapter 27 of the WYDEQ Water Quality Division Rules and Regulations for the Hogadon Area Ski Basin; and,

WHEREAS, WLC is able and willing to provide the engineering services for construction of the Hogadon Underground Injection Control Program Permit, Project No. 17-010.

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 for this service.

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 contract, equal to a total fixed cost amount of Fifty-Two Thousand 00/100 Dollars (\$52,000.00).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

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

WLC  
Hogadon Underground Injection Control Program Permit  
Project, No. 17-010

September 15, 2017

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Shad Rodgers, Streets and Traffic Division Manager  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing a Contract for Professional Services with ALSCO in the Amount of \$193,596.00, for Professional Laundry Services for the Public Services Department and Support Services Department.

Meeting Type & Date

Regular Council Meeting

October 17, 2017

Action type

Resolution

Recommendation

That Council, by resolution, authorize a contract for professional services with ALSCO, in the amount of \$193,596, for professional laundry services for the Public Services Department (PSD) and Support Services Department (SSD). This amount reflects the total for the next three (3) years, at a cost of \$64,532 per year.

Summary

Over the years, the City of Casper has provided uniforms in the form of pants, shirts, lab coats, or coveralls for employees within the Public Utilities (Water/Sewer/Wastewater), Solid Waste, Streets (Streets/Traffic), Fleet Maintenance and Parks Divisions. Also door mats, mops, rags, shop towels, fender covers, linens for the office areas, entryways, and restrooms for buildings associated with the above listed divisions have been provided. The approved amount is dependent on the number of employees and the requested amounts of linens to be laundered.

A request for proposals was sent to qualified vendors to furnish professional laundry services. The City received four (4) proposals from interested vendors which were reviewed by PSD and SSD staff. ALSCO provided the lowest price proposal and met all the necessary specifications. ALSCO's proposal for professional laundry services is \$64,532 per year, for a total amount of \$193,596 over three years.

Financial Considerations

The total contract amount of \$193,569 will be provided from the General Fund allocated to the various divisions in the Public Services Department and Support Services Department.

Oversight/Project Responsibility

Shad Rodgers, Streets and Traffic Division Manager, Public Services Department.

Attachments:

Resolution

Contract for Professional Services



# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of June, 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. ALSCO, 3200 Prospector Drive, Casper, Wyoming 82604 (“Contractor”).

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

### RECITALS

- A. The City desires to utilize professional laundry services.
- B. The project requires professional services for leasing and providing laundry delivery services, repairs and replacement of uniforms, shirts, pants, coveralls, mats, and miscellaneous supplies to the Public Services Department and Support Services Department of the City of Casper.
- 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:

- Provide and deliver uniforms, shirts, pants, coveralls, lab coats, shop coats, and miscellaneous supplies to the Public Services Department and Support Services Department as required, and clean, replace or repair as needed per the weekly quoted prices provided in the Contractor’s proposal attached as Exhibit “A”.
- New items shall be furnished to all employees within the Public Utilities, Solid Waste, Streets, Fleet Maintenance, Meter Services, and Parks Divisions within thirty (30) days of renewal date with no additional charge to the City.

- All goods are to be laundered and returned on a weekly basis. All delivery discrepancies, such as incorrect sizing, incorrect color, unacceptable condition, etc., must be resolved within fifteen (15) days of the written or verbal notification of complaint.
- Contractor shall maintain an accurate and up-to-date permanent record for each individual employee of all uniforms picked up and delivered for each delivery date. Such record shall be made available to the City within two (2) business days from the date of request.
- Contractor shall identify garments with a bar code that can be scanned with a bar code reading instrument. The bar code shall identify the employee to which the garment belongs. In addition, if requested, each garment delivered or picked up shall be scanned to record the quantity and status (delivery, pick up, repair, alteration, etc.) of each garment for each employee. A status report detailing the results of the scans shall be available to the City within two (2) business days from the date of request. Bar coding services shall not be an additional cost to the City, but shall be included in the cost for lease of the uniforms.

2. TIME OF PERFORMANCE:

The term of this contract shall be for three (3) years from the contract date.

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 ceiling amount of One Hundred Ninety-Three Thousand Five Hundred Ninety-Six Dollars (\$193,596.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Walter Trentor

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Tracey L. Belser  
City Clerk

Kenyne Humphrey  
Mayor

WITNESS

CONTRACTOR  
ALSCO

By: Terry Cottoneir

By: Don Schell

Printed Name: TERRY COTTONEIR

Printed Name: Don Schell

Title: ENGINEERING TECH, CITY OF CASPER

Title: General Manager

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

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.

EXHIBIT "A"

ALSCO PRICE PROPOSAL

Item No.	Description	Estimated Qty. of Employees	Weekly Cost Per Employee	Annual Cost (Qty. of Employees X Weekly Cost X \$2)
1	Weekly Uniform Lease: MENS Option 1 11 Standard Pants/Jeans and 11 Standard Shirts (L/S or S/S) per Employee; 5 Pants/Jeans and 5 Shirts Laundered Each Week	60-90	\$ P 2.60 \$ S 2.50	\$ P 135.20 \$ S 130.00
2	Weekly Uniform Lease: MENS Option 2 11 Standard Pants/Jeans per Employee; 5 Pants/Jeans Laundered Each Week	60-90	\$ P 2.60 \$ S 2.50	\$ P 135.20 \$ S 130.00
3	Weekly Uniform Lease: WOMENS Option 1 11 Standard Pants/Jeans and 11 Standard Shirts (L/S or S/S) per Employee; 5 Pants/Jeans and 5 Shirts Laundered Each Week	5-10	\$ P 2.60 \$ S 2.50	\$ P 135.20 \$ S 130.00

4	<b>Weekly Uniform Lease: WOMENS Option 2</b> 11 Standard Pants/Jeans per Employee; 5 Pants/Jeans Laundered Each Week	5-10	\$ P 2.60 \$ S 2.50	\$ P 135.20 \$ S 130.00
5	<b>Weekly Light Coverall Lease:</b> 2 per Eligible Employee; Laundered Each Week	20-60	\$ P 2.00 \$ S	\$ P 104.00 \$ S
6	<b>Weekly Heavy Coverall Lease:</b> 2 per Eligible Employee; Laundered Each Week	20-60	\$ P 2.00 \$ S	\$ P 104.00 \$ S
7	<b>Weekly Lab Coat:</b> 2 per Eligible Employee; Laundered Each Week	20-60	\$ P 1.80 \$ S	\$ P 93.60 \$ S
8	<b>Weekly Shop Coat:</b> Laundered Each Week	20-60	\$ P .90 \$ S	\$ P 46.80 \$ S

Item No.	Description	Estimated Weekly Quantities	Weekly Cost For Each Unit	Annual Cost (Weekly Cost X 52)
9	Shop Cloths	600	\$ .08	\$ 2496.00
10	Micro Tech Pro Towels	40	\$ .15	\$ 312.00
11	2x3 Mats	15	\$ 2.00	\$ 1560.00
12	3x5 Mats	20	\$ 2.25	\$ 2340.00
13	3x5 Mats, Safety	25	\$ 2.25	\$ 2925.00
14	3x5 Mats, Super Tread	5	\$ 1.25	\$ 325.00
15	3x5 Mats, Comfort	5	\$ 1.25	\$ 325.00
16	3x10 Mats	10	\$ 4.25	\$ 2210.00
17	Urinal Mats	5	\$ 1.15	\$ 299.00
18	Bar Towels	90	\$ .15	\$ 702.00
19	Bath Towels	60	\$ .30	\$ 936.00

20	Towel Cabinet	1-5	\$ 1.50	\$ 78.00
21	36" Dust Mop	10	\$ 2.00	\$ 1040.00
22	Mop Head	15	\$ 2.00	\$ 1560.00

Description	Replacement Cost
Standard Shirt Short Sleeve	\$ 23.00
Standard Shirt Long Sleeve	\$ 23.00
Standard Pants	\$ 27.00
Lightweight Coverall	\$ 25.00
Heavyweight Coverall	\$ 28.00
Lab Coat	\$ 27.00
Shop Coat	\$ 27.00
Shop Cloth	\$ 1.05
Fender Cover	\$ 6.00
Micro Tech Pro Towels	\$ 1.70

RESOLUTION NO.17-196

A RESOLUTION AUTHORIZING CONTRACT FOR PROFESSIONAL SERVICES WITH ALSCO FOR PROVIDING PROFESSIONAL LAUNDRY SERVICES TO THE PUBLIC SERVICES DEPARTMENT AND SUPPORT SERVICES DEPARTMENT.

WHEREAS, the City of Casper desires to enter into a contract for services related to the provision of uniforms and supplies and delivery services for a period of three (3) years; and,

WHEREAS, the project requires professional services for providing, laundering and delivery of said uniforms and supplies; and,

WHEREAS, ALSCO represents that it is ready, willing and able to provide the professional services to the City as required by this Contract; and,


WHEREAS, the City desires to retain the Contractor for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with ALSCO for those services, equal to a total amount not to exceed of Sixty-Four Thousand Five Hundred Thirty-Two Dollars (\$64,532.00) each year, and not to exceed One Hundred Ninety-Three Thousand Five Hundred Ninety-Six Dollars (\$193,596.00) for a period of three (3) years.

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

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

APPROVED AS TO FORM:  
(Professional Laundry Services, Project 17-044)

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk  
ALSCO  
Professional Laundry Services  
Project No. 17-044

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

September 15, 2017

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

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

SUBJECT: Authorizing a Cooperative Agreement with the Wyoming Department of Transportation for I-25 litter and vegetation control.

Meeting Type & Date  
Regular Council Meeting  
October 17, 2017

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize a Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for I-25 litter and vegetation control.

Summary  
The purpose of this Cooperative Agreement is to remove litter, trash and debris, and perform vegetation control, along the highway right-of-way of Interstate 25. These services will be provided from the Curtis Street Interchange (milepost 185.35) to the Shoshoni Interchange (milepost 189.51). All debris on the paved surfaces will be removed by WYDOT forces.

The City will provide all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, including utility and transportation services, and perform and complete all work required for the removal and disposition of litter, trash and debris for vegetation control from the right-of-way along the defined boundaries of I-25. The City of Casper and WYDOT have partnered with this agreement for many years to help beautify the I-25 corridor within Casper.

Financial Considerations  
WYDOT will reimburse the City of Casper up to \$20,000 per year for one-half of the cost for providing this maintenance.

Oversight/Project Responsibility  
Dan Coryell, Parks Manager

Attachments  
Resolution  
Cooperative Agreement

**COOPERATIVE AGREEMENT  
BETWEEN THE  
WYOMING DEPARTMENT OF TRANSPORTATION  
AND THE  
CITY OF CASPER**

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Casper (City), whose address is: 200 North David Street, Casper, Wyoming 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the City shall remove litter, trash and debris and perform vegetation control from the highway right-of-way of Interstate 25 (FAI-25) from the Curtis Street Interchange (Milepost 185.00) to the Shoshoni Interchange (Milepost 190.25).
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement will be five years beginning January 1, 2018 through December 31, 2023. All services shall be completed during this term.
4. **Payment.** WYDOT agrees to pay the City for the services described in Section 5 below. Total payment under this Agreement shall not exceed Twenty Thousand Dollars (\$20,000.00) per year. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. The City shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. WYDOT will participate by paying fifty percent (50) of the total cost incurred by the City for the performance of this work. State funds from Program 1312 will be used for payment to complete this work on this Agreement.

No payment shall be made for work performed before the Effective Date of this Agreement. Should the City fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the City performs its duties and responsibilities to the satisfaction of WYDOT.

5. **Responsibilities of the City.** The City agrees:
  - A. to provide all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, including utility and transportation services, and perform and complete all work required for the removal and disposition of litter, trash and debris for vegetation control from the right-of-way of Interstate 25 as defined above.
  - B. to adhere to accepted standard safety practices in performing the work. Violations of accepted safety practices shall be grounds for cessation of work at the demand of WYDOT.

- C. to provide traffic control for the litter/vegetation work activities they are performing in accordance with WYDOT *Traffic Control for Roadway Operations November 2011 Manual* or newer addition.
- D. Application planned chemical vegetation control shall be between April 15 and June 1 (45 days) unless prior arrangements are made with the district maintenance engineer.
  - 1. The chemical vegetation spray is targeted to kill Kochia weed and has no detrimental effects on existing grasses. No spraying shall be done when the wind is blowing hard enough to cause drift to a non target area.
  - 2. Application shall be to the outside shoulder of the interstate and both sides of the interchange ramps.
  - 3. Newly seeded areas will not be sprayed for the first year.
  - 4. No applications are to be applied when the ground is frozen.
- E.
  - 1. Mowers shall be set a height of 6 inches from the ground.
  - 2. Mowing shall be done at a minimum in the fall, generally begun after September 1 and completed before October 15.
  - 3. All areas that are damaged enough to require seeding will be in accordance with WYDOT *Standard Specifications for Road and Bridge Construction*, 2010 edition, Section 216.
  - 4. Do not mow wetland areas.
  - 5. Care is to be taken to prevent damage to delineators, sign posts, trees and structures and other appurtenances within the highway right of way.

6. **Responsibilities of WYDOT.** WYDOT agrees:

- A. to pay the City in accordance with Section 4 above.
- B. debris on paved surface will be removed by WYDOT forces.

7. **General Provisions**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.



- C. Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit/Access to Records.** The City may be subject to monitoring activities by WYDOT including on-site visits, review of supporting documents, and limited scope audits. The City shall permit independent auditors, federal personnel and WYDOT auditors, access to any pertinent books, documents, papers, and records necessary to perform monitoring of activities. The City shall keep audit reports and audit documents on file for three years after the project is complete.
- E. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the City at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Certificate of Good Standing.** The City shall provide to WYDOT a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- G. Compliance with Laws.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Entirety of Agreement.** This Agreement, consisting of six (6) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. Ethics.** The parties shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the City's profession.
- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto,

and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- L. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The City shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The City agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the City or the City's agents or employees as a result of this Agreement.
- N. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either delivered by hand or certified mail.
- O. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- P. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- Q. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement, and the City does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming, the City and its agencies or instrumentalities to enter into certain terms and conditions supplied by the other party, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming or the City except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- R. Taxes.** The parties shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- S. Termination of Agreement.** This Agreement may be terminated by either party, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the City fails to perform in accordance with the terms of this Agreement, and immediately for cause if WYDOT fails to make timely payment.
- T. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.
- U. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- V. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

**W. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

**8. Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

**ATTEST:**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Sandra J. Scott, Secretary  
Transportation Commission of Wyoming

(SEAL)

Approved as to form:

By: \_\_\_\_\_  
Michael T. Kahler  
Senior Assistant Attorney General  
State of Wyoming

**CITY OF CASPER, WYOMING:**

By: \_\_\_\_\_  
Mayor  
*Kenyne Humphrey*  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Date

**WYOMING DEPARTMENT  
OF TRANSPORTATION:**

By: \_\_\_\_\_  
Gregg C. Fredrick, P.E., Chief Engineer  
\_\_\_\_\_  
Date

Date agreement prepared 9-5-17

APPROVAL AS TO FORM

I have reviewed the attached *Cooperative Agreement between the Wyoming Department of Transportation and the City of Casper* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: September 14, 2017



---

Wallace Trembath III  
Assistant City Attorney

RESOLUTION NO.17-197

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR I-25 LITTER AND VEGETATION CONTROL.

WHEREAS, the City of Casper and the Wyoming Department of Transportation desire to maintain the Interstate 25 right-of-way from Curtis Street to the Shoshoni Interchange; and,

WHEREAS, the City of Casper is ready, willing and able to maintain the right-of-way; and,

WHEREAS, the Wyoming Department of Transportation will reimburse the City for one-half of the cost for providing this maintenance, for an amount not to exceed \$20,000.00 per year.

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 Cooperative Agreement with the Wyoming Department of Transportation for litter/vegetation control of Interstate 25 from Curtis Street to the Shoshoni Interchange.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

September 22, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Liz Becher, Planning & Community Development Director  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Recycled Materials, LLC, in the Amount of \$161,268.75, for Phase I of the Plains Furniture Building Demolition Project, No. 17-024.

Meeting Type & Date:  
Regular Council Meeting  
October 17, 2017

Action Type:  
Resolution

Recommendation:  
That Council, by resolution, authorize an agreement with Recycled Materials, LLC, for the Phase I of the Plains Furniture Building Demolition Project, No. 17-024, in the amount of \$136,268.75. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$25,000.00, for a total project amount of \$161,268.75.

Summary:  
On September 22, 2017, the City of Casper received three (3) bids for the Phase I of the Plains Furniture Building Demolition Project, No. 17-024. The bids received are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Recycled Materials, LLC</b>	<b>Casper, Wyoming</b>	<b>\$136,268.75</b>
Robinson Contracting, Inc.	Casper, Wyoming	\$273,752.00
Wayne Coleman Construction, Inc.	Mills, Wyoming	\$295,307.00

The proposed work includes asbestos containing material abatement, and light interior and exterior demolition to expose the Plains Furniture Building's original structure located at 322 South David Street. The building's original structure will be protected and considered for future restoration.

The Engineer's estimate prepared by the City Engineering Office was \$264,000.00.

Financial Considerations:  
Funding for this project will be from Fund 14 – Revolving Land Fund.

Recycled Materials, LLC  
Phase I of the Plains Furniture Building Demolition  
Project, No. 17-024

Oversight/Project Responsibility:  
Alex Sveda, Associate Engineer

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 Recycled Materials, LLC, P.O. Box 370, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to perform Asbestos Containing Material (ACM) Abatement, light interior and exterior demolition and removal for future restoration of the building located at 322 South David Street, Casper, Wyoming 82601.

WHEREAS, the Contractor is able and willing to provide those services specified as the Plains Furniture Building Demolition, Project No. 17-024.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Plains Furniture Building Demolition, Project No. 17-024, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/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 Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by December 12, 2017 and ready for final payment in accordance with Article 14 of the General Conditions by December 19, 2017. Substantial Completion will be accepted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan, limiting construction around and in school zones when school is in session. No open excavations shall remain overnight.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and

difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Thirty Six Thousand Two Hundred Sixty-Eight and 75/100 Dollars (\$136,268.75), 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 for the Base Bid (Bid Items 1 through 5) contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4 of the Bid Form and BS-1 of the Bid Schedule.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

- 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

**ARTICLE 6. WITHHELD FUNDS.**

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

**ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.**

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

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

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and BS-1 of the Bid Schedule.
- 8.4 Addenda No.: 1, 2, 3, 4, 5.
- 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 nine (9) sections. Special Provisions consisting of three (3) Sections and five (5) Drawing "Sheets".
- 8.10 Notice of Award.

- 8.11 Notice to Proceed.
- 8.12 Minutes of the Pre-Bid Conference, if any.
- 8.13 Contract Drawings, with each sheet bearing the following general title:

**Plains Furniture Building Demolition, Project No. 17-024**

- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 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.

**--THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY--**

APPROVED AS TO FORM:  
(Plains Furniture Building Demolition, Project No. 17-024)

Walke Tremel

ATTEST:

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

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

ATTEST:

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

Title: Fleur Tremel  
City Clerk

CONTRACTOR:

Recycled Materials, LLC

P.O. Box 370

Casper, Wyoming 82602

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

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

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

Title: Kenyne Humphrey  
Mayor

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

**PROJECT IDENTIFICATION:** City of Casper  
Plains Furniture Building Demolition  
Project No. 17-024

**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 by **December 12, 2017** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **December 19, 2017**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1, 2, 3, 4, 5</u>	Dated <u>8/22, 8/24, 8/25, 8/31 &amp; 9/14/2017</u>
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

BF-1

- 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: \$ 136,268.75

TOTAL BASE BID, IN WORDS: One hundred thirty six thousand two hundred sixty eight dollars & seventy five cents DOLLARS.

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

Address of Bidder: Regal Auterals LLC  
P.O. Box 370  
Casper, WY 82402

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 Sept 22, 2017.

BF-2



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: Recycled Materials, LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: [Signature] Clayton E. Peterson, Jr (seal)  
Managing Member  
(Title)

(Seal)

Attest: [Signature]

Business Address: P.O. Box 370  
Casper, Wyoming 82602

Phone Number: (307) - 234-5045

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**  
**Plains Furniture Building Demolition**  
**Project No. 17-024**

COMPANY NAME: Recycled Materials, LLC  
 ADDRESS: P.O. Box 370  
Casper, WY 82602

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    R&R - Remove and Replace  
 SY = Square Yard    FA = Force Account    CY = Cubic Yard    EA = Each

BASE BID SCHEDULE						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (In numerals)	UNIT COST (In words)	TOTAL COST
1	Mobilization and Bonds	LS	1	\$5,000.00	Five Thousand Dollars	\$5,000.00
2	Traffic Control	LS	1	\$1,000.00	One thousand Dollars	\$1,000.00
3	Light Building Demolition	LS	1	\$16,268.75	Sixteen thousand two hundred sixty eight dollars & Seventy Five Cents	\$16,268.75
4	ACM abatement	LS	1	\$112,000.00	One hundred twelve thousand Dollars	\$112,000.00
5	Existing Stone Façade Removal	LS	1	\$2,000.00	Two thousand Dollars	\$2,000.00

<b>TOTAL BASE BID</b>	<b>\$136,268.75</b>		
-----------------------	---------------------	--	--

RESOLUTION NO. 17-198

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RECYCLED MATERIALS, LLC, FOR PHASE I OF THE PLAINS FURNITURE BUILDING DEMOLITION PROJECT, NO. 17-024.

WHEREAS, the City of Casper desires to perform asbestos containing material abatement, light interior demolition and light exterior demolition in order to expose the Plains Furniture Building's (originally Nolan Chevrolet) original structure; and,

WHEREAS, Recycled Materials, LLC, is able and willing to provide those services specified as Phase I of the Plains Furniture Building Demolition Project, No. 17-024; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand and 00/100 Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

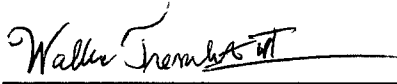
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Recycled Materials, LLC, for those services, in the amount of One Hundred Thirty-Six Thousand Two Hundred Sixty-Eight and 75/100 Dollars (\$136,268.75).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Thirty-Six Thousand Two Hundred Sixty-Eight and 75/100 Dollars (\$136,268.75), and Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for a construction contingency account, for a total price of One Hundred Sixty-One Thousand Two Hundred Sixty-Eight and 75/100 Dollars (\$161,268.75).

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:  
(Recycled Materials, LLC – Phase I of the Plains Furniture Building Demolition Project, No. 17-024)

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

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

September 18, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: William R. Chambers, Interim City Attorney  
Wallace Trembath, Assistant City Attorney 

SUBJECT: Amendment No. 1 to the Contract for Professional Services with Thomas F. Duchen & Associates, Inc., d/b/a River Oaks Communications Corporation

Meeting Type & Date  
Regular Council Meeting  
October 17, 2017

Action type  
Resolution

Recommendation  
That Council, by resolution, approve Amendment No. 1 to the Contract for Professional Services with Thomas F. Duchen & Associates, Inc., d/b/a River Oaks Communications Corporation.

Summary  
On July 5, 2017, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) to update section 17.12.124 (Towers) and any other applicable portions of the Casper Municipal Code. The contract completion date is set for October 18, 2017. The parties need more time to complete the updates, and have mutually agreed that an extension until December 31, 2017 would be appropriate.

Financial Considerations  
There are no financial considerations.

Oversight/Project Responsibility  
Wallace Trembath

Attachments  
Resolution  
Amendment No. 1 to the Contract for Professional Services  
Contract for Professional Services

**AMENDMENT NO. 1 TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment No. 1 to the Contract for Professional Services (“Amendment”) is entered into on this 17th day of October, 2017, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Thomas F. Duchen & Associates, Inc., d/b/a River Oaks Communications Corporation, 6860 S. Yosemite Court, Suite 2000, Centennial, Colorado 80112 (“Consultant”).

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

**RECITALS**

- A. On July 5, 2017, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) to update section 17.12.124 (Towers) and any other applicable portions of the Code.
- B. Part I, Section 2 of the Contract gives a completion date of October 18, 2017.
- C. The parties need more time to complete the update, and have mutually agreed to extend the Contract completion date to December 31, 2017.

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

**1. INCORPORATION OF RECITALS**

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

**2. AMENDMENT TO PART I – AGREEMENT, SECTION 2. TIME OF PERFORMANCE**

Part I - Agreement, Section 2. Time of Performance, is amended to read as follows:

The services of the Consultant shall be undertaken and completed on or before December 31, 2017.

**3. RATIFICATION**

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

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

APPROVED AS TO FORM

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
Clerk

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

WITNESS

CONSULTANT  
Thomas F. Duchen & Associates, Inc.  
d/b/a River Oaks Communications Corporation

By: *Thomas F. Duchen, President*  
Printed Name: THOMAS F. DUCHEN *President*  
Title: PRESIDENT

*Robert M. Duchen*  
Robert M. Duchen  
Vice President



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 5<sup>th</sup> day of July, 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. Thomas F. Duchon & Associates, Inc., d/b/a River Oaks Communications Corporation, 6860 S. Yosemite Court, Suite 2000, Centennial, Colorado 80112 ("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 revise the Casper Municipal Code ("Code") to address federal laws, rules and regulations regarding telecommunications.

B. The project requires professional services to update section 17.12.124 (Towers) and any other applicable portions of the Code.

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. Documents and Code Review

1. Review information provided by the City on wireless requests to date such as cell towers, antennas, small cells, C-RAN, Distributed Antenna Systems, and carrier Wi-Fi infrastructure (equipment cabinets, etc.).

2. Review Code section 17.12.124 - Towers, for compliance with federal, state and local law, rules and regulations, including, but not limited to:
  - a. Section 704 of the 1996 Telecommunications Act of 1996, partially codified as 47 USC § 332 (c)(7), as amended, and all applicable C.F.R.'s and FCC Regulations.
  - b. Section 6409(a) of the Middle Class Tax Relief Act – Modification and Collocations, codified at 47 U.S.C. §1455(a).
  - c. Section 253(c) of 47 U.S.C. §253.
  - d. 47 CFR § 1.40001 (definitions of substantial changes).
  - e. State law and constitutional provisions.
  - f. Local Law – planning, zoning, franchising and leasing.

B. Drafting and Participant Buy-In

1. Work closely with the City Attorney's Office and other City departments to address cell towers, antennas, small cells, C-RAN, Distributed Antenna Systems, and carrier Wi-Fi infrastructure (hereinafter, "telecommunications system") in the City for the purposes of updating and amending section 17.12.124 of the Code.
2. Participate in calls with the City as Code section 17.12.124 is updated and amended.
3. Revise Code section 17.12.124 to address federal and state laws, rules and regulations.
4. Draft and distribute the new, revised Code section 17.12.124 to the telecommunications providers for their input and comments.
5. Revise Code section 17.12.124 after input from the telecommunication providers in consultation with the City.
6. Prepare Code section 17.12.124 for distribution to the Planning and Zoning Commission and thereafter to the City Council for its approval.

C. Application Templates and Other Services

1. Prepare City application templates for telecommunications system providers who want to site a new facility, collocate at a facility or modify an existing facility. The application templates are intended to reasonably require an applicant to provide information about:
  - a. Whether a proposed telecommunications system is necessary, safe, and aesthetically appropriate;
  - b. Whether a proposed telecommunications system complies with City zoning codes;
  - c. Whether RF or other interference is accounted for;
  - d. Whether there is a legitimate need for a substantial modification of a telecommunications system or communications facility; and,
  - e. Whether the telecommunications system meets the requirements of Section 6409(a) (47 U.S.C. § 1455) regarding size change (cumulative limit), stealth obligations, building codes/safety/non-discretionary structural code.
2. Provide additional consulting services as requested by the City.

D. Exclusions and Clarifications

Reviewing provider applications or drafting a Master License Agreement, Franchise or Right-of-Way Use Agreement with companies such as Mobilitie or Verizon would be supplemental to this Scope of Work, are not included in the scope of work, and are subject to the mutual written agreement of the parties.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before October 18, 2017.

3. COMPENSATION:

- A. In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated on a time and expenses basis for services

performed in accordance with paragraph 1, not to exceed a lump sum of Fifteen Thousand Dollars (\$15,000) as follows:

1. Actual time spent by Consultant will be billed at Two Hundred Sixty Five Dollars (\$265) per hour.
2. Travel costs (upon request for travel by the City) shall be reimbursed as follows:
  - a. Fifty four cents (\$.54) per mile for vehicle trips, or actual costs for a rental vehicle;
  - b. Actual cost of air travel;
  - c. \$250 per day for hotel and meal expenses.
3. Other reimbursable direct costs include: long distance telephone charges, outside clerical services, faxes, photocopying and similar items shall be reimbursed at actual cost.

B. The compensation amount is based upon an estimate of 38-45 hours of actual time spent, and up to (2) round trips during the term of this Contract, including expenses. Consultant agrees to use reasonable efforts to book flights, hotels and car rentals at commercially reasonable rates based on the amount of notice given by the City that the Consultant needs to travel.

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.

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

APPROVED AS TO FORM

Walker Tremblay

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Tracey L. Belsley  
Tracey L. Belsley  
City Clerk

Kenyne Humphrey  
Kenyne Humphrey  
Mayor



WITNESS

CONSULTANT  
Thomas F. Duchon & Associates, Inc.  
d/b/a River Oaks Communications Corporation

By: Thomas F. Duchon, President  
Printed Name: Thomas F. Duchon, President  
Title: PRESIDENT

Robert M. Duchon  
Robert M. Duchon  
Vice President

Template 1/23/17

Consultant's Name: Thomas F. Duchon & Associates, Inc.

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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



project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed

officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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.

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO.17-199

A RESOLUTION AUTHORIZING AMENDMENT NO. 1  
TO THE CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY AND THOMAS F. DUCHEN &  
ASSOCIATES, INC., D/B/A RIVER OAKS  
COMMUNICATIONS CORPORATION

WHEREAS, on July 5, 2017, the City and Consultant entered into a *Contract for Professional Services* ("Contract") to update section 17.12.124 (Towers) and any other applicable portions of the Casper Municipal Code; and,

WHEREAS, the Contract gives a completion date of October 18, 2017;  
and,

WHEREAS, the parties need more time to complete the update; and,

WHEREAS, the parties have mutually agreed to extend the Contract completion date until December 31, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, *Amendment No. 1 to the Contract for Professional Services* between the City of Casper and Thomas F. Duchen & Associates, Inc., d/b/a River Oaks Communications Corporation.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

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

September 25, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Resolution on Downtown Development District Mill Levy

Meeting Type & Date: Regular Council Meeting, October 17, 2017.

Action Type: Resolution.

Recommendation: That Council, by resolution, approve, contingent upon voter approval, as provided in Wyoming Statutes (“W.S.”) Section 15-9-217(b), an annual assessment of sixteen (16) mills against the assessed value of real property within the Downtown Development District, excluding real property used exclusively for residential purposes.

Summary: Since 1989, the Casper Downtown Development Authority has been funded by a 16-mill levy assessed on the downtown property owners each year. This mill-levy is above and beyond assessed property taxes and as such, the property owners within the district have the choice every four years, by way of a special election, to reinstate the mill-levy or vote it down. The DDA is currently in their fourth and final year of this (seventh) mill-levy cycle and wishes to take this ballot measure before its constituents in hopes of continuing their efforts for downtown Casper.

The mill-levy assessment is coordinated by the Natrona County Assessor’s office and collected and distributed to the DDA by the office of the Natrona County Treasurer. Although there is no financial obligation in this matter on the part of the City of Casper, the DDA is an arm of the City and empowered by City Council, serving at its pleasure. Due to this, the Downtown Development Authority requests your support in this action to pursue the mill levy vote so that the DDA may continue its mission of strengthening our downtown and bettering our community.

The Downtown Development Authority Board of Directors, per Wyoming State Statute, have established Tuesday, November 7, 2017, as Election Day for qualified stakeholders in the Downtown Development District for the continued assessment of the 16-mill levy.

Financial Considerations: The proposed amendments do not affect the City’s budget.

Oversight/Project Responsibility: Kevin Hawley, Executive Director, Downtown Development Authority (DDA)

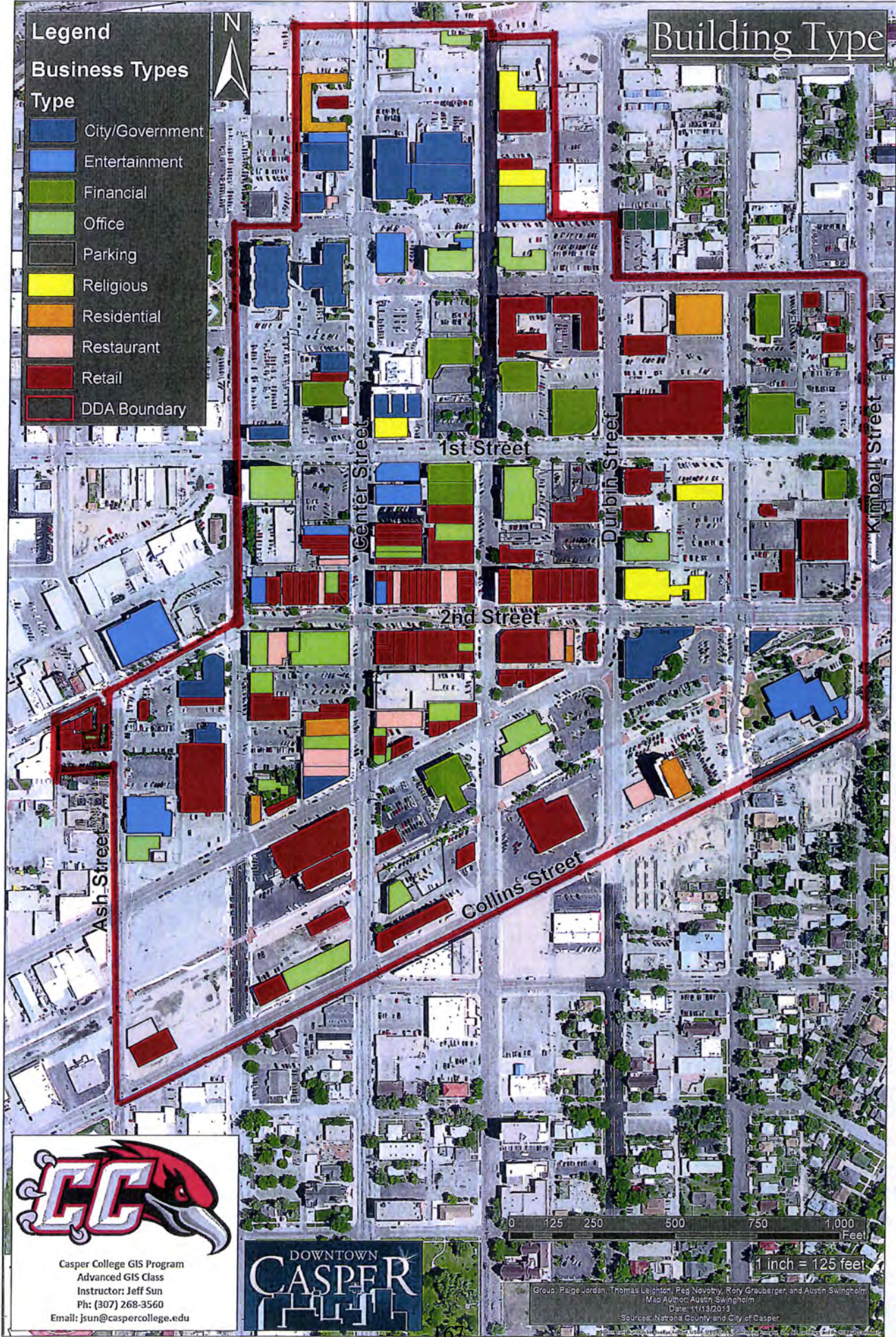
Attachments: Resolution  
Map of DDA Boundary  
Letter of Request from DDA



- Legend**
- Business Types**
- Type**
-  City/Government
  -  Entertainment
  -  Financial
  -  Office
  -  Parking
  -  Religious
  -  Residential
  -  Restaurant
  -  Retail
  -  DDA Boundary



**Building Type**



Casper College GIS Program  
 Advanced GIS Class  
 Instructor: Jeff Sun  
 Ph: (307) 268-3560  
 Email: jsun@caspercollege.edu



0 125 250 500 750 1,000 Feet

1 inch = 125 feet

Group: Paige Jordan, Thomas Leighton, Pige Novotny, Rory Grauberger, and Austen Swingholm  
 Map Author: Austen Swingholm  
 Date: 11/19/2013  
 Sources: National County and City of Casper





September 18, 2017

The Honorable Mayor Kenyne Humphrey,  
Members of the City Council  
The City of Casper  
200 North David Street  
Casper, WY 82601

To the Members of the Council;

The Downtown Development Authority Board of Directors, per Wyoming State Statute, have established Tuesday, November 7, 2017, as Election Day for qualified stakeholders in the Downtown Development District for the continued assessment of the 16-mill levy.

We respectfully request your acknowledgement and support of this action.

Most sincerely,

A handwritten signature in black ink, appearing to read "Kevin Hawley".

Kevin Hawley,  
Executive Director  
Downtown Development Authority



RESOLUTION NO.17-200

A RESOLUTION APPROVING, CONTINGENT UPON VOTER APPROVAL, AS PROVIDED IN WYOMING STATUTES ("W.S.") SECTION 15-9-217(b), AN ANNUAL ASSESSMENT OF SIXTEEN (16) MILLS AGAINST THE ASSESSED VALUE OF REAL PROPERTY WITHIN THE DOWNTOWN DEVELOPMENT DISTRICT, EXCLUDING REAL PROPERTY USED EXCLUSIVELY FOR RESIDENTIAL PURPOSES, AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE, AND THE CITY CLERK TO ATTEST THERETO.

WHEREAS, the Downtown Development Authority was formed in downtown Casper in accordance with Chapter 2.36 of the Casper Municipal Code, with the boundaries of the District specified therein; and,

WHEREAS, an assessment on property valuation against real property located within the District is authorized by W.S. Section 15-9-217(b), and the funds generated thereby shall be used for the purposes specified in W.S. Sections 15-9-201 through 15-9-223; and,

WHEREAS, the governing body of the City of Casper finds that the question of whether real property within the District should be assessed should be submitted to a vote of the owners of the real property located within the District as provided by law.

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

1. The Casper City Council hereby approves, contingent upon voter approval, as provided in W.S. Section 15-9-217(b), an annual assessment of sixteen (16) mills against the assessed value of real property within the Downtown Development District, excluding real property used exclusively for residential purposes.
2. An election for the levy of an annual special assessment of sixteen (16) mills against the assessed value of real property within the Downtown Development Authority, excluding real property used exclusively for residential purposes, shall be held on Tuesday, November 7, 2017, at the Office of the Natrona County Clerk, Natrona County Courthouse, Wyoming, 200 North Center Street, Casper, Wyoming, between the hours of 8:00 a.m. and 5:00 p.m. Notification of the election shall be published in a newspaper of general circulation in the City of Casper at least twice, and not more than thirty (30) or less than fifteen (15) days before the election. The notice shall be in the following form: An election for the levy and annual special assessment of sixteen (16) mills against the assessed value of real property, excluding that used exclusively for residential purposes within the boundaries of the Downtown

Development District, which are as follows:

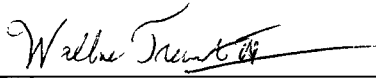
*Beginning at the southeast corner of the intersection of West "C" Street and Market Street; thence south along the east right-of-way line of Market Street to the north right-of-way line of West "B" Street; thence west along the north right-of-way line of West "B" Street to the east of the right-of-way line of North David Street; thence south along the east right-of-way line of North David Street to the north right-of-way line of West Yellowstone Highway; thence southwesterly along the north right-of-way line of West Yellowstone Highway to the west right-of-way line of Ash Street; thence south along the west right-of-way line of Ash Street to the southeast corner of Lot 18, Block 19, Casper Addition; thence west a distance of 66 feet; thence north a distance of 55 feet; thence east a distance of 32 feet; thence north a distance of 64 feet to the south right-of-way line of West Yellowstone Highway; thence southwest to the northwest corner of Lot 19, Block 19, Casper Addition; thence south a distance of 125 feet to the southwest corner of the north 55 feet of Lot 17, Block 19, Casper Addition; thence east to the west right-of-way line of Ash Street; thence south along the west right-of-way line of Ash Street to the north right-of-way line of Collins Drive; thence northeasterly along the north right-of-way line of Collins Drive to the west right-of-way line of South Kimball Street; thence north along the west right-of-way line of Kimball Street to the north right-of-way line of East "A" Street; thence west along the north right-of-way line of East "A" Street to the west right-of-way line of Durbin Street; thence north along the west right-of-way line of Durbin Street to the northeast corner of Lot 15, Block 56, Casper Addition; thence west to the west right-of-way line of the alley in Block 56, Casper Addition; thence north along the west right-of-way line of the alley in Block 56, Casper Addition, to the northeast corner of Lot 2, Block 56, Casper Addition; thence west along the north property line of Lot 2, Block 56, Casper Addition, to the southeast corner of Lot 24, Block 55, Casper Addition, thence north along the east property line of Lot 24, Block 55, Casper Addition; to the northeast corner of said lot; thence westerly along the north property line of Lots 1 and 24, Block 55, Casper Addition; thence continuing westerly along the southerly line of "C" Street to the point of beginning.*

3. Said mill levy, if approved, shall be for a period of four (4) years, pursuant to W.S. Section 15-9-217(b) and (c), and may be expended for any of the following purposes:
  - A. Administrative costs for the Downtown Development Authority;
  - B. Landscaping and/or maintenance of public areas;
  - C. Planning or management of development or improvement activities;
  - D. Promotion of public events; and,
  - E. Activities in support of business recruitment and development.
4. Eligible voters in said election shall be any person owning real property within the Downtown Development Authority boundaries, excluding real property used exclusively for residential purposes.
5. A person is defined as any individual partnership, corporation, joint stock company, or any other association or entity, public or private.
6. Owning real property is defined as owning in fee any undivided interest in real property or any improvement permanently affixed thereto, including a contract purchaser obligated to pay general taxes, an heir or a devisee under a will admitted to probate but not including a contract seller of property with respect to which the contract purchaser is deemed to be the owner in fee.
7. Each such owner shall be allowed only one (1) vote regardless of the number of properties owned by such owner within the authority. Each owner other than a sole individual must designate an individual as his representative to vote and must be prepared to certify his or other authority to cast a vote for such non-individual owners.
8. Proof of ownership of real property shall be made by sworn affidavit executed at the time of voting.
9. That all actions taken in notifying the Natrona County Clerk of the pendency of this election are hereby approved and ratified.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution.

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

APPROVED AS TO FORM:



---

ATTEST:

---

Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Kenyne Humphrey  
Mayor

September 19, 2017

**MEMO TO:** J. Carter Napier, City Manager *JCN*  
**FROM:** Andrew Beamer, Public Services Director  
Dan Coryell, Parks Manager  
**SUBJECT:** Enter into a lease agreement with Casper Legion Baseball Club Inc. for the use of Crossroads Field 4

Meeting Type & Date  
Regular Council Meeting  
October 17, 2017

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize a Lease Agreement Casper Legion Baseball Club Inc. for the use of Crossroads Field 4

Summary  
Casper Legion Baseball recently held tryouts and will have three teams playing next season compared to two teams they have historically filled. All home games and most practices by Legion are held at Mike Lansing field. Casper Legion currently holds the lease for Mike Lansing field. It is set to expire on December 31, 2020.

In addition to Legion, A 10-team summer collegiate wood bat baseball league is now set to begin play in May 2018. The team will play at Mike Lansing Field through a partnership with Casper Legion Baseball Club Inc. This collegiate team will add 32 more home games at Mike Lansing field.

With the additional Legion team and the new collegiate team, a lease with Legion on Crossroads field 4 is necessary to accommodate both entities and to ensure field space for games and practices. There is currently no lease on Crossroads field 4.

Financial Considerations  
A fee of \$1.00 will be assessed yearly for the lease.  
A fee of \$5.00 per player per year will be assessed for the use of the facility.  
Casper Legion will also pay for electricity charges used at the leased premises.

Oversight/Project Responsibility  
Dan Coryell, Parks Manager

Attachments  
Resolution  
Lease Agreement

LEASE AGREEMENT  
FOR  
CROSSROADS FIELD 4

THIS LEASE is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Casper, Wyoming, a Wyoming Municipal Corporation, referred to hereinafter as “Lessor,” and Casper Legion Baseball Club, Inc., a Wyoming Corporation, hereafter referred to as “Lessee”.

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

1. LEASED PREMISES:

The Lessor hereby agrees to lease, and Lessee hereby leases from Lessor, for the term hereafter provided, the property known as Crossroads Field 4 as set forth in Exhibit “A” and attached hereto. Crossroads Field 4 shall hereinafter be referred to as the “leased premises”.

LESSOR HEREBY LEASES THE LEASED PREMISES TO LESSEE “AS IS, WITH ALL FAULTS.” LESSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE CONDITION OR USE OF THE LEASED PREMISES OR THE FITNESS OR MERCHANTABILITY OF THE LEASED PREMISES FOR ANY PARTICULAR USE OR PURPOSE.

Lessee states the Lessee has inspected the leased premises, and hereby accepts said property in its present condition.

2. LEASE TERM:

The term of this Lease shall be from the first date of execution of the agreement, to and including the 31st day of December, 2020.

3. LEASE FEES:

Lessee shall pay to the Lessor as rent for the leased premises, the sum of One Dollar (\$1.00), payable annually in advance to the Lessor at its offices located at 200 N. David Street, Casper, Wyoming. Lessee shall also pay to the Lessor the sum of \$5.00 per player annually for the use of the field. Fees shall be remitted to the Lessor by May 15 of each year.

Itemized infield maintenance fees and materials associated with Crossroads Field 4 are listed as exhibit “B” and are subject to yearly increases.

4. PURPOSE:

The leased premises are leased to Lessee for the purpose of conducting Legion Baseball league activities, and for other uses determined by the Lessee which are consistent with zoning requirements and which are approved ahead of time by the Parks Manager. Such

Legion Baseball league activities and related activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to possession, use, or maintenance of the property.

5. LAWS AND REGULATIONS:

Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Lessee with respect to the real property and fixed assets. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, additions, alterations, or improvements.

6. INSURANCE:

Lessee agrees to provide and maintain through the term of this Lease, and any subsequent lease renewals, public liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000.00) for all claimants arising out of a single transaction or occurrence, and property damage insurance in the amount of Fifty Thousand Dollars (\$50,000.00) per occurrence. Lessee shall provide the Lessor with certificates evidencing such insurance as outlined above, prior to commencement of this Lease. Said insurance policy or policies shall name the Lessor as an additional insured and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

It is recognized by and between the parties to this Lease that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the primary term of this Lease, or any subsequent terms, then such insurance as outlined above from Lessee shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the Lessor having the option to immediately terminate this agreement and take possession of the leased premises.

7. ANNUAL OPERATIONS PLAN

The Lessee, prior to March 15 of each calendar year, shall submit an Annual Operations Plan to the Parks Manager. The plan shall specify months, days, and hours of operation for those months, the responsible organizational contact(s) and the contact's telephone number(s) and email address(es), during which the subject property shall be used by Lessee for its activities. The plan shall pertain to the calendar year in which it was submitted. In the event the Parks Manager does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

8. REPORTING REQUIREMENTS:

Lessee shall submit monthly reports to Lessor on the use of the outdoor portions of the leased premises. Within fourteen (14) days of the conclusion of each month, Lessee shall submit to the Parks Manager a report on the previous month's use of the outdoor portions of the leased premises. Monthly reports shall be submitted in a form and manner as prescribed by the Parks Manager. Monthly reports shall identify the date and time of each scheduled activity. For each scheduled activity listed, Lessee shall also include: age group or competitive level of the playing team(s), baseball organization that the team(s) were associated with, number of players, and whether the activity was a formal game, a baseball practice session, or some other type of activity. Monthly reports shall include activities of the Lessee and shall also include activities by any other team or organization that requested and received a formal reservation of field time from the Lessee. Monthly reports shall not be required for months in which no scheduled outdoor activities occurred.

Lessee shall submit a yearend report to the Lessor, due annually on or before December 31 of each calendar year for the previous calendar year's activities. The yearend report shall include:

- The number of Casper Legion Baseball registered players, with breakout by age group or competitive level.
- An Annual Financial Report as per Section 24 of this agreement.
- A description of any enhancements or improvements made to the leased premises as per Section 16 of this agreement.

9. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees, organizational members or participants to violate any of the terms and conditions of this Lease Agreement nor to violate any law, rule, or regulation of the Lessor with respect the leased premises.

10. ADVERTISING:

Lessee shall have the right to procure and to install, affix, maintain, and replace appropriate signs displaying advertising matter at the facility and/or on the property. All advertising shall be subject to the Lessor's right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. Lessee shall not, in procuring, installing, displaying, or replacing any advertising materials, violate any person's right to privacy or infringe upon trademarks, trade names copyrights or proprietary rights of any person. It is understood that any approval by the Lessor of advertising material shall not constitute a waiver of Lessee obligations concerning such violations or infringement. Lessee agrees to indemnify and hold



the Lessor harmless with respect to all claims alleging such violations, without cost to the Lessor. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Lease Agreement.

The parties agree that all advertising placed at the facility and/or on the property is owned by the Lessee and shall remain the property of Lessee, and shall be subject to removal by Lessee at any time.

11. INDEMNITY OF LESSOR:

In further consideration of this Lease, Lessee agrees to indemnify and hold the Lessor harmless in the event of any death or injury to persons or damage to property which may result from or arise out of the use or occupancy of the real property and fixed assets, or any action done thereon by Lessee, its agents or employees, customers, or any person coming or being thereon by the license or permission of Lessee, expressed or implied, or other entering upon the property, and Lessee agrees to indemnify and hold Lessor harmless from any and all costs, damages, attorney's fee, expenses, and liability to any person or property resulting from any such causes. Said indemnification shall not extend to death or injuries that result from the negligence of the Lessor, its agents or employees with respect to the premises.

12. ASSIGNMENT:

With the prior written consent of Lessor, the Lessee may assign this Lease in whole or in part and/or may sublet all or part of the leased premises; however, notwithstanding assignment or sublease, lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease.

13. FIELD SHARING:

Lessee acknowledges that the leased properties may be desired for use on a secondary basis by other baseball organizations. Therefore, Lessee will make these properties available to all responsible requesting parties for baseball activities.

Lessee shall not be obligated to provide field time to any organization or team that has a documented history of being unwilling or unable to abide by the terms set by the Lessee, and/or any applicable law or statute. If an organization has committed violations of the sort described in this section, then Lessee may deem said organization to be ineligible for field sharing.

14. RIGHT TO ENTRY:

The Lessor reserves the right to enter the leased property for the purpose of maintenance, public safety, and other general inspections.

15. MAINTENANCE:

Lessee shall, during the terms of this Lease or any extension thereof, keep the leased premises in good order and repair commensurate with the operation of the Lessee's intended use of the premises, and as necessary to adequately protect spectators, guests, invitees, and participants, and shall at the Lessee's sole cost and expense, make any repairs necessary to the leased premises for these purposes. Notice of required maintenance may be made by the Lessor, and Lessee will abate the problem within seven (7) days unless otherwise agreed by Lessor. Lessee shall provide reasonable maintenance of the leased premises and facilities, including trash and litter collection.

Lessor shall provide services related to normal turf maintenance, to include irrigation system repairs for the turfed areas, mowing of turfed areas, trimming of turfed areas, fertilization of turfed areas, aerification of turfed areas, and overseeding of turfed areas. Lessor shall also, during the term of this Lease, be responsible for major maintenance of the baseball diamond, including the agreed upon baseball diamond materials that need purchased yearly set in exhibit "B", bleachers, dugouts, announcer's booth, parking lot, and fence that surrounds the field. Major maintenance shall be defined to be each single-incident of repair that exceeds Five Hundred Dollars (\$500.00) per occurrence.

Lessee shall be responsible for all minor maintenance repairs to the leased premises. Minor maintenance shall be defined to be each single-incident of repair that is equal to or less than Five Hundred Dollars (\$500.00) per occurrence. Lessee shall be responsible for making and paying for such repairs in a timely manner so as not to adversely affect major repairs or the safe and proper operation of the facility or site.

Each party, except in the case of an emergency, shall inform the other, prior to the repairs required, of the location, time, nature, necessity, repair company, and quoted price of the repair(s) that are being made to the leased premises and facilities.

16. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

The Lessee, at its sole cost, risk, and expense, may construct both temporary and permanent facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, and/or federal regulations and requirements, and such other requirements as may be prescribed by the Lessor.

The plans and specifications for any additional temporary and permanent facilities and fixtures shall first be submitted to the Parks Manager for his approval in accordance with existing codes, prior to the construction. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The Lessor's Council or its designee shall, in addition, have authority to approve or disapprove of all additional facilities or

fixtures placed upon the leased premises, after the approval of construction code compliance by the Lessor's authorized representative.

Lessee may, upon termination of the Lease Agreement, remove all facilities or fixtures which it constructed and which are of a temporary nature, but must restore the property and premises to the conditions as they were prior to installation of the removed improvements.

Any permanent facility or fixture shall be considered the property of the Lessor. Such improvements shall be deemed permanent facilities or fixtures. Lessee shall consult with Lessor prior to any investment that is applicable to this paragraph.

The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Lessor Council or its designated representative.

17. UTILITIES:

Lessee shall pay for electricity used at the leased premises. Lessor shall transmit an invoice for electrical use at the leased premises to Lessee on or before November 30. Invoice shall be due for payment on or before December 31.

Lessor shall pay as and when due all charges for water used to irrigate the turf of the leased premises.

18. DEFAULT:

In the event Lessee shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then Lessor may terminate this Lease by giving Lessee written notice of such termination, or, in the event the Lessee fails to perform any other obligations called for herein on his part to be performed, and upon written notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within fifteen (15) days after such notice, then Lessor may, by written notice to Lessee, terminate this Lease Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor.

Upon such termination, Lessor shall be entitled to possession of the leased premises and all permanent improvements therein made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the leased premises and all other permanent improvements therein made by Lessee. If Lessee shall refuse to surrender and deliver the possession of the premises, then Lessor, without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefore, and without prejudice to any remedy allowed by law or equity.

19. CONCESSIONS:

It is recognized that the Lessee may, during the lease term, conduct fund raising activities, including raffles, sale and lease of advertising upon the property or otherwise, the sale of personal property such as t-shirts, other clothing, and the like. All of the revenues generated from such activities are the sole and exclusive property of the Lessee. Lessee is allowed to sell food and beverage items on a limited basis, in accordance with Casper – Natrona County Health Department Standards.

20. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

Lessee shall pay and indemnify Lessor against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises after a default of Lessee or after Lessee's default in surrendering possession upon the expiration or early termination of the term of this Lease or enforcing any covenant of the Lessee herein contained. Lessee shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for Lessor to restore the property and premises to the original condition.

21. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated. Real property and fixed assets not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the Lessee to repair, rebuild, or reimburse the Lessor to an equal to or better than condition or fairly compensate the Lessor in monetary value, as existed prior to the destruction of such real property or fixed assets.

22. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Lessee shall, at the expiration of the lease term, or on termination thereof, surrender the leased premises free of subtenancies, liens, or other encumbrances, together with alterations or additions and improvements which may have been made thereon, except for temporary facilities or fixtures put in at the expense of the Lessee or at the expense of any subtenant, subject, however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by the Lessee at the expiration of the lease term, or any extension thereof, and all property not so removed shall be deemed abandoned by Lessee. Lessor has the option to purchase all of the removable property that the Lessee has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Lease Agreement. The purchase price shall be the depreciated value of assets at the time of termination or expiration of the Lease Agreement.

23. TERMINATION:

The Lessor has the right to terminate this Lease Agreement for cause by giving not less than sixty (60) days written notice to Lessee of such termination. The Lessee has the right to terminate this Lease Agreement by giving not less than sixty (60) days written notice to Lessor. It is agreed by both parties that any breach of any term of this Lease Agreement shall constitute cause for termination under the terms of section 18, "Default".

24. OPERATIONS:

Lessee shall have the right to solicit offerings and contributions from spectators and charge admission for Lessee-sponsored events. The details of its plan for same shall be submitted by the Lessee as part of the Annual Operations Plan and at such other times as may be convenient for the parties. All funds collected by the Lessee, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and continuing operations for the general public including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the facilities. Lessee shall keep and maintain proper records reflecting all revenues and expenditures, and make an Annual Financial Report to the Lessor following the close of each year as part of the annual reporting requirements.

25. NOTICE:

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or if mailed by certified mail, postage paid, addressed to Lessor at 200 N. David Street, Casper, Wyoming 82601, or Lessee at P.O. Box 3554, Casper, Wyoming 82602-3554.

26. WAIVER:

No failure by Lessor to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Lease Agreement. No term or condition of this Lease required to be performed by Lessee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Lessor. No waiver or any breach shall affect or alter any term or condition of this Lease, and such term or condition shall continue in full force and effect with respect to any other breach thereof.

27. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of, any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq (Community

Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those that are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

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

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any third party, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations that had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions that have been taken.

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

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other

required plans; and,

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

28. MISCELLANEOUS COVENANTS:

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

Lessor covenants that upon Lessee's compliance with the terms hereof, it shall have and hold and peacefully enjoy the leased premises during the term or any renewal of this lease.

29. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

30. BINDING EFFECT:

This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

31. ENTIRE AGREEMENT:

This Lease contains the entire agreement between the parties and it is agreed that neither Lessor or anyone acting on its behalf have made any statements, promises, or agreements, or taken upon itself any engagement whatever, verbally or in writing, in conflict with the terms of this Lease that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of Lessor shall be implied in addition to the obligations herein expressed.

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

APPROVED AS TO FORM:

*Walter Tremel*

---

ATTEST:

---

Fleur D. Tremel  
City Clerk

LESSOR:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Kenyne Humphrey  
Mayor

LESSEE:  
CASPER LEGION BASEBALL CLUB, INC.

*JC Kirk*      *10/5/17*  
\_\_\_\_\_  
JC Kirk  
President



## EXHIBIT "A"

### LEGAL DESCRIPTION

A Parcel located in and being a portion of the NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  and NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Section 4, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and more particularly described by metes and bounds as follows:

Commencing at the northeast corner of Tract 10 of the Holliday Hills & Heritage Heights Addition N. 22°32'49" E. a distance of 256.5' To the Point of Beginning; thence from the Point of Beginning S. 89°25'25" W. a distance of 92.6 feet along a fence to the point of a non-tangent curve; thence continuing along said fence on the arc of non-tangent curve to the right having a radius of 399.2 feet, and through a central angle of 21° 29' 53", northwesterly, 200.7 feet, and the chord of which bears N. 68° 36' 56" W. a distance of 198.6 feet to the point of a non-tangent curve; thence continuing along said fence on the arc of non-tangent curve to the right having a radius of 382.7 feet, and through a central angle of 62° 49' 28", northwesterly, 317.97 feet, and the chord of which bears N. 27° 10' 32" W. a distance of 308.9 feet to a point; thence N. 0° 15' 26" E. a distance of 62 feet to a point; thence N. 89° 46' 47" E. a distance of 109 feet to a point; thence N. 0° 53' 1" E. a distance of 12 feet to a point; thence N. 88° 30' 34" E. a distance of 20 Feet to a point; thence S. 1° 5' 8" E. a distance of 12 Feet to a point; thence N. 89° 42' 56" E. a distance of 235 feet to a point; thence N. 46° 58' 17" E. a distance of 15 feet to a point; thence N. 67° 1' 19" E. a distance of 45 feet to a point; thence S. 42° 32' 29" E. a distance of 33 feet to a point; thence S. 44° 33' 14" W. a distance of 37 feet to a point; thence S. 46° 12' 20" E. a distance of 24 feet to a point; thence S. 1° 55' 19" W. a distance of 43 feet to a point; thence N. 88° 22' 6" W. a distance of 14 feet to a point; thence S. 0° 51' 54" E. a distance of 187 feet to a point; thence S. 86° 55' 22" E. a distance of 40 feet to a point; thence S. 0° 48' 29" E. a distance of 89 feet to a point; thence S. 40° 23' 56" a distance of 24 feet to a point; thence S. 87° 31' 1" W. a distance of 25 feet to a point; thence S. 0° 18' 48" E. a distance of 30.8 feet to the Point of Beginning.

The above described parcel contains 3.44 acres, more or less.





**Field 4**

**Exhibit A**



**EXHIBIT B**

**Maintenance costs associated with Crossroads Field 4**

The costs below represent materials and field preps and are subject to change yearly if needed:

- One (1) super sacks of clay for pitcher's mound and home plate areas. **\$300.00**
- One and a half (1.5) pallets of infield conditioner. Each pallet is \$600.00 for a total cost of **\$900.00**.
- Field prep per game with city staff costs **\$95.00**.

RESOLUTION NO. 17-201

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER LEGION BASEBALL CLUB INC. FOR THE USE OF CROSSROADS FIELD 4 AT THE CROSSROADS COMPLEX

WHEREAS, the City is the owner of Crossroads Field 4 Complex; and,

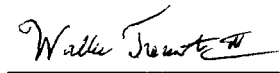
WHEREAS, the Casper Legion Baseball Club Inc. operates a Legion Baseball program, and desires to utilize City-owned facilities for said program; and,

WHEREAS, the Casper Legion Baseball Club Inc., has agreed to the terms and conditions of a lease agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement between the City of Casper and Casper Legion Baseball Inc., for the use of Crossroads Field 4 at the Crossroads Complex.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

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

October 4, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
SUBJECT: Authorize the City of Casper to Participate in the National League of  
Cities (NLC) Prescription Discount Program

Meeting Type & Date

Regular Council Meeting, October 17, 2017

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the City of Casper to participate in the NLC Prescription Discount Program.

Summary

Councilman Morgan requested consideration be given for the City of Casper to participate in the NLC Prescription Discount Program in the spring of 2017. City staff has researched the NLC Prescription Discount Program which started nationally in 2009. This prescription discount program is primarily designed to be offered to uninsured citizens within a community. The program states it can save up to 24% off a prescription price.

Currently the City of Laramie, City of Gillette, Cody, Douglas, Green River, Jackson, and Rawlins participate in the NLC Prescription Discount Program. The NLC produces reports for participating cities to evaluate the value the program provides the community. The prescription cards are sent to participating cities to distribute to citizens at City Hall and to distribute to participating local pharmacies to be on hand for citizens to utilize.

Financial Considerations

None

Oversight/Project Responsibility

Tracey Belser, Support Services Director  
Jolene Martinez, Assistant to the City Manager

Attachments

NLC Prescription Discount Program Participating Cities – Total Savings for Wyoming Jan. 2014- June 2017



**NLC Prescription Discount Program  
Participating Cities - Total Savings  
(January 2014 through June 2017)**

City	Total Rxs	Price Savings	Avg. Price Savings	% Price Savings
WY, CODY	127	\$1,453.06	\$11.44	16.5%
WY, DOUGLAS	112	\$1,207.30	\$10.78	15.1%
WY, GILLETTE	1,429	\$18,615.40	\$13.03	27.5%
WY, GREEN RIVER	207	\$4,680.24	\$22.61	30.0%
WY, JACKSON	1,298	\$7,808.75	\$6.02	16.3%
WY, LARAMIE	551	\$4,789.67	\$8.69	21.1%
WY, RAWLINS	125	\$1,247.97	\$9.98	24.7%
<b>Total :</b>	<b>368,443</b>	<b>\$38,004,577.74</b>	<b>\$103.15</b>	<b>35.8%</b>