

REGULAR COUNCIL MEETING

Tuesday, April 3, 2018

3:30 p.m – Optional Event – Fire Station 5 Groundbreaking

Groundbreaking at intersection of Landmark Drive & Pay It Forward Drive

6:00 p.m. – Regular Council Meeting – Council Chambers, City Hall

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

3:30 p.m. Optional Event for Councilmembers – Fire Station 5 Groundbreaking  
Groundbreaking at intersection of Landmark Drive & Pay It Forward Drive

6:00 p.m. Regular Council Meeting – Council Chambers, City Hall

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

3. CONSIDERATION OF MINUTES OF THE MARCH 20, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 28, 2018
4. CONSIDERATION OF MINUTES OF THE MARCH 21, 2018 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 1, 2018
5. CONSIDERATION OF MINUTES OF THE MARCH 27, 2018 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 2, 2018
6. CONSIDERATION OF MINUTES OF THE MARCH 20, 2018 EXECUTIVE SESSION – PERSONNEL
7. CONSIDERATION OF MINUTES OF THE MARCH 21, 2018 EXECUTIVE SESSION – PERSONNEL
8. CONSIDERATION OF BILLS AND CLAIMS
9. BRIGHT SPOTS IN OUR COMMUNITY – NATIONAL SERVICE RECOGNITION DAY – SERVE WYOMING
10. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish April 17, 2018, as the Public Hearing Date for Consideration of:
  - a. Rates for Retail and Wholesale **Water and Sewer Service**, and for Residential and Commercial **Solid Waste Collection, Recycling, and Disposal** at the Casper Solid Waste Facility.
  - b. **New Resort Liquor License No. 7** for Avana Fund I, LLC d/b/a **Ramada Plaza Riverside Hotel & Convention Center Casper**, Located at 300 West F Street.
  - c. **Disposition Options** for the **Former Plains Furniture Properties**.

11. PUBLIC HEARING

A. Ordinance

1. **Mobile Vendor Parking Permit.**

- B. Transfer Ownership, Operation, and Maintenance of the **Hanly Acres Subdivision Water System** to the **Town of Mills**.

## 12. THIRD READING ORDINANCE

### A. Consent

1. Amending Section 17.12.120 of the Casper Municipal Code Pertaining to **Fences, Walls, Hedges, Shrubs, Trees, Accessory Buildings and Accessory Uses.**

## 13. RESOLUTIONS

### A. Consent

1. Approving a Resolution Promoting **Safer Schools.**
2. Authorizing an Agreement with **Installation and Service Co., Inc.**, in the Amount of \$132,331.25, for the **Solid Waste Facility Asphalt Improvements Project.**
3. Authorizing an Agreement with **High Plains Construction**, in the Amount of \$656,299, for the **McKinley Street Railroad Underpass Storm and Sanitary Sewer Improvements Project.**
4. Authorizing and Agreement with **Duraplay, Inc.**, in the Amount of \$89,450, for the **Aquatic Center Rubber Flooring Project.**
5. Approving an Agreement of Acceptance for a **Property Transfer** from the **Wyoming State Transportation Commission.**
6. Authorizing an Agreement with **Caspar Building Systems, Inc.**, in the Amount of \$7,030,643, for the **Baler Building Expansion Project.**
7. Authorizing an Agreement with **R&R Rest Stops** for **Rental and Servicing of Portable Toilets.**
8. Approving a Contract for Professional Services with **Worthington, Lenhart & Carpenter, Inc.**, for **NRGC Control Network Modernization**, in an Amount not to Exceed \$71,000.

## 14. MINUTE ACTION

### A. Consent

1. Authorizing the Purchase of One (1) New **Mid-Size Police Utility Vehicle**, from **Fremont Motor Company**, in the Amount of \$36,928, for Use by the Casper Police Department.
2. Approve Transfer of Ownership for **Restaurant Liquor License No. 31**, Himalayan Indian Cuisine, LLC, d/b/a **Himalayan Indian Cuisine.**

15. COMMUNICATIONS

A. From Persons Present

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

17. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, April 17, 2018– Council Chambers

6:00 p.m. Tuesday, May 1, 2018 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, April 10, 2018 – Council Meeting Room

4:30 p.m. Tuesday, April 24, 2018– Council Meeting Room

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ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
March 20, 2018

Casper City Council met in regular session at 6:00 p.m., Tuesday, March 20, 2018. Present: Councilmembers Hopkins, Humphrey, Laird, Morgan, Powell, Walsh and Mayor Pacheco. Absent: Councilmember Johnson.

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

Mayor Pacheco led the audience in the Pledge of Allegiance.

Moved by Councilmember Laird, seconded by Councilmember Powell, to, by minute action, approve the minutes of the March 6, 2018, regular Council meeting, as published in the Casper-Star Tribune on March 13, 2018. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Laird, to, by minute action, approve the minutes of the February 27, 2018, executive session. Motion passed.

Moved by Councilmember Walsh, seconded by Councilmember Humphrey, to, by minute action, approve payment of the March 20, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims  
03/20/18

33 MileRdImp	svcs	\$70.00
A-1	Services	\$260.00
AAALandscaping	Services	\$100.00
AllianceElec	Services	\$162.58
AMBI	Services	\$1,046.94
ApexSyst	supplies	\$2,171.40
B Lockwood	Reimb	\$37.40
Balefill	Services	\$90,284.28
BankOfAmerica	Goods	\$201,867.93
BarDSigns	Goods	\$1,480.00
BHEnergy	Services	\$12,713.14
BMenzel	Reimb	\$90.55
BSHood	Refund	\$50.48
C Haler	Reimb	\$93.71
CardinalTrack	Services	\$229.37
Caselle	Services	\$75.00
CasperPubUtilities	Services	\$128.15
Centurylink	Services	\$18,135.01

CityofCasper	Services	\$21,254.20
CivilEngineeringProfessionals	Projects	\$38,533.10
CobanTech	Services	\$502.00
CollectionCenter	Services	\$1,063.03
CommTech	Goods	\$23,213.97
Comtronix	Services	\$1,946.13
CrnEle	Supp	\$1,960.00
Dell	Goods	\$3,509.59
DesertMtn	Goods	\$39,335.23
DFinn	Reimb	\$51.75
DGarland	Reimb	\$75.00
DoubleDWelding	Services	\$1,580.00
DvdsnFxdMgmt	Services	\$3,794.23
EJBolstad	Refund	\$41.29
EngDsgnAssoc	Services	\$4,057.50
EnvironmentalCivilSolutions	Services	\$24,709.25
FirstData	Services	\$68.10
FirstInterstateBank	Services	\$2,239.19
FirstInterstateBank	Services	\$390.80
GlobalSpect	Funding	\$82,909.91
GNations	Refund	\$1,000.00
Hawkins	Supplies	\$3,697.74
HewlettPackard	Goods	\$5,529.85
Homax	Goods	\$4,044.38
InbergMillerEngineers	Services	\$9,191.11
ISC	Supplies	\$14,316.07
JCostel	Refund	\$45.35
KellySvcs	Services	\$1,352.79
KJohnston	Reimb	\$343.00
KubwaterResources	Goods	\$5,018.98
M Bratvold	Reimb	\$73.80
MKBrownTrust	Refund	\$27.43
MSpaulding	Reimb	\$75.00
Nalco	Supp	\$15,451.20
NC Clerk	Services	\$430.00
NCSheriffsOffice	Funding	\$7,500.00
NorthParkTransport	Services	\$95.80
OfficeStateLands	Services	\$3,434.22
Parkridge	Refund	\$12.67
PostalPros	Services	\$12,100.40
R Shellenberger	Reimb	\$196.88
RailroadManagement	Services	\$214.01
RegionalWater	Services	\$217,744.91

Ricoh	Svc	\$83.45
RockyMtnPower	Services	\$103,903.82
RStauch	Reimb	\$75.00
Smarsh	Services	\$1,744.00
SNunn	Reimb	\$153.26
Spectrum	Funding	\$261,014.00
Stateline7	Services	\$3,000.00
StevensEng	Services	\$6,000.00
SZimmerman	Reimb	\$75.00
Terracon	Goods	\$3,633.15
TJacobs	Reimb	\$75.00
TOrtega	Refund	\$62.85
Tweed'sWholesale	Goods	\$359.55
UWExtension	Services	\$25.05
V Martinez	Reimb	\$24.66
WardwellWater&Sewer	Services	\$14.30
WERCSCommunications	Services	\$1,507.28
WNeeland	Reimb	\$100.00
WyCfrncBldgOff	Training	\$300.00
WyDeptRevenue	Taxes	\$502.88
WYDOT	Services	\$16,499.64
WyLawEnforcementAcademy	Services	\$3,116.90
WyNotaryDivision	Goods	\$30.00
WyPeaceOfficers	Services	\$210.00
Zunesis	Services	\$2,664.90
		\$1,287,300.49

Moved by Councilmember Morgan, seconded by Councilmember Powell, to, by minute action: establish April 3, 2018, as the public hearing date for the consideration of the transfer of ownership, operation, and maintenance of the Hanly Acres Subdivision water system to the Town of Mills. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 38, for Wonderful House Casper, Inc., d/b/a Wonderful House, located at 221 South Montana.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated March 1, 2018; an affidavit of publication, as published in the Casper-Star Tribune, dated March 12, 2018; an affidavit of website publication, as published on the City of Casper website, dated March 12, 2018; an affidavit of notice of conspicuous posting, as posted at 221 South Montana, dated March 12, 2018; and the liquor license application filed February 2, 2018. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving Restaurant Liquor License No. 38, the public hearing was closed.

Moved by Councilmember Hopkins, seconded by Councilmember Walsh, to, by minute action, authorize the issuance of Restaurant Liquor License No. 38. Motion passed.

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

ORDINANCE NO. 2-18

AN ORDINANCE AMENDING SECTION 17.12.124 - TOWERS OF THE CASPER MUNICIPAL CODE; PROVIDING DEFINITIONS; PROVIDING FOR PERMITTED LOCATIONS; PROVIDING FOR PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 17.12.124 - Towers of the Casper Municipal Code currently governs the City's regulation of wireless communication facilities; and

WHEREAS, federal laws, regulations and court decisions, wireless technology and consumer usage have reshaped the environment within which wireless communication facilities are permitted and regulated; and

WHEREAS, federal laws and regulations that govern local zoning standards and procedures for wireless communications have substantially changed since the City adopted Section 17.12.124 of the Casper Municipal Code; and

WHEREAS, the City Council of the City of Casper desires to update its local standards and procedures to protect and promote the public health, safety and welfare of the community, to reasonably regulate wireless communication facilities aesthetics, to protect and promote the City's unique character in a manner consistent with State and federal laws and regulations; and

WHEREAS, following appropriate procedures and public notice, on March 15, 2018, the Planning and Zoning Commission conducted a hearing on proposed amendments to Section 17.12.124 and recommended that the City Council approve the proposed amendments; and

WHEREAS, on January 16, 2018, the City Council conducted a lawfully-noticed public hearing and received the recommendations of the Planning and Zoning Commission regarding this Section which modifies the Casper Municipal Code sections relating to wireless communication facilities.

NOW, THEREFORE, BE IT ORDAINED BY the City Council of the City of Casper, Wyoming:

Section 1. Repealer and Amendments. That existing Section 17.12.124 - Towers of the Casper Municipal Code is hereby repealed and a new Section 17.12.124 Wireless Communication Facilities Regulations ("Section") is inserted in its place.



Section 2. Purpose. The provisions of this Section shall be known as the Wireless Communication Facilities Regulations. It is the purpose of these provisions to delineate restrictions, development standards and siting criteria, and establish removal procedures in order to protect the City from the uncontrolled siting of wireless communication facilities in locations that have significant adverse effects and cause irreparable harm. It is further the purpose of these provisions:

- (a) To protect the community's visual quality and safety while facilitating the reasonable and balanced provision of wireless communication services. More specifically, it is the City's goal to minimize the visual impact of wireless communication facilities on the community, particularly in and near residential zones;
- (b) To promote and protect the public health, safety and welfare, preserve the aesthetic character of the Casper community, and to reasonably regulate the development and operation of wireless communication facilities within the City to the extent permitted under State and federal law;
- (c) To minimize the impact of wireless communication facilities by establishing standards for siting design and screening;
- (d) To preserve the opportunity for continued and growing service from the wireless industry;
- (e) To accommodate the growing need and demand for wireless communication services;
- (f) To establish clear guidelines and standards and an orderly process for review intended to facilitate the deployment of wireless transmission equipment, to provide advanced communication services to the City, its residents, businesses and community at large;
- (g) To ensure City zoning regulations are applied consistently with federal and State telecommunications laws, rules, regulations and controlling court decisions; and
- (h) To provide regulations which are specifically not intended to, and shall not be interpreted or applied to, (1) prohibit or effectively prohibit the provision of wireless services, (2) unreasonably discriminate among functionally equivalent service providers, or (3) regulate wireless communication facilities and wireless transmission equipment on the basis of the environmental effects of radio frequency emissions to the extent that such emissions comply with the standards established by the Federal Communications Commission.

Section 3. Definitions. As used in this Section, the following terms shall have the meanings set forth below:

- (a) "Antenna" means any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that sends or receives digital signals, analog signals, radio frequencies or wireless communication signals.
- (b) "Antenna array" means a single or group of antenna elements, not including DAS and small cells, and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving wireless communication signals.
- (c) "Applicant" means any person engaged in the business of providing wireless communication services or the wireless communications infrastructure required for wireless communications services and who submits an application.
- (d) "Backhaul network" means the lines that connect a provider's towers or cell sites to one or more cellular telephone switching offices or long distance providers, or the public switched telephone network.
- (e) "Base station" means a structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications

network. The term does not encompass a tower as defined in this Section or any equipment associated with a tower.

(1) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(2) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small cell networks).

(3) The term includes any structure other than a tower that, at the time the relevant application is filed with the City under this Section, supports or houses equipment described in this Section that has been reviewed and approved under the applicable zoning or siting process, or under State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

(4) The term does not include any structure that, at the time the relevant application is filed with the State or the City under this Section, does not support or house equipment described in this Section.

(f) "Collocation" means the mounting or installation of an antenna on an existing tower, building or structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

(g) "Distributed Antenna System" or "DAS" means a network consisting of transceiver equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.

(h) "Downtown area" means the area is located in the downtown development district boundaries and the OYDSPC as shown on the zoning map.

(i) "Eligible Facilities Request" means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

(1) Collocation of new transmission equipment;

(2) Removal of transmission equipment; or

(3) Replacement of transmission equipment.

(j) "Eligible support structure" means any tower or base station as defined in this Section, provided that it is existing at the time the relevant application is filed with the City under this Section.

(k) "Existing" means a tower or base station that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

(1) "FAA" means the Federal Aviation Administration.

(m) "FCC" means the Federal Communications Commission.

(n) "Macrocell" means an antenna or antennas mounted on a tower, ground-based mast, rooftops and other structures, at a height that provides a clear view over the surrounding buildings and terrain.

(o) "Site" means, in relation to a tower that is not in the public right-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site. In relation to support structures other than towers, site

means an area in proximity to the structure and to other transmission equipment already deployed on the ground.

(p) "Small cells" mean compact wireless equipment that contain their own transceiver equipment and function like cells in a wireless network but provide a smaller coverage area than traditional macrocells.

(q) "Stealth design" means technology that minimizes the visual impact of wireless communication facilities by camouflaging, disguising, screening or blending into the surrounding environment. Examples of stealth design include but are not limited to facilities disguised as trees (monopines), flagpoles, utility and light poles, bell towers, clock towers, ball field lights and architecturally screened roof-mounted antennas.

(r) "Substantial change" means a modification that substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

(1) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater. Changes in height shall be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the original tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act (47 U.S.C. Section 1455 (a));

(2) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

(3) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

(4) It entails any excavation or deployment outside the current site;

(5) It would defeat the concealment elements of the eligible support structure; or

(6) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment; provided, however, that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in (1) through (4).

(s) "Tower" means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

(t) "Tower height" means the vertical distance measured from the base of the tower structure at grade to the highest point of the structure including the antenna. A lightning rod, not to exceed ten feet (10') in height, shall not be included within tower height.

(u) "Transmission equipment" means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(v) "Utility support structure" means utility poles or utility towers supporting electrical, telephone, cable or other similar facilities; street light standards; or pedestrian light standards.

(w) "Wireless Communication Facilities" or "WCF" means a staffed or unstaffed facility or location or equipment for the transmission or reception of radio frequency (RF) signals or other wireless communications or other signals for commercial communications purposes, typically consisting of one or more antennas or group of antennas, a tower or attachment support structure, transmission cables and other transmission equipment, and an equipment enclosure or cabinets, and including small cell technologies.

#### Section 4. Applicability.

(a) New Towers, Antennas, DAS and Small Cells. All new towers, antennas, DAS and small cells in the City shall be subject to these regulations.

(b) Preexisting Towers or Antennas. Preexisting towers and preexisting antennas shall not be required to meet the requirements of this Section, except as otherwise provided herein.

(c) Exempt Facilities. The following are exempt from this Section:

(1) FCC licensed amateur (ham) radio facilities;

(2) Satellite earth stations, dishes and/or antennas used for private television reception not exceeding one (1) meter in diameter;

(3) A government-owned WCF installed upon the declaration of a state of emergency by the federal, state or local government, or a written determination of public necessity by the City; except that such facility must comply with all federal and State requirements. The WCF shall be exempt from the provisions of this Section for up to one month after the duration of the state of emergency;

(4) A temporary, commercial WCF installed for providing coverage of a special event such as news coverage or sporting event, subject to administrative approval by the City. The WCF shall be exempt from the provisions of this Section for up to one week before and after the duration of the special event; and

(5) Other temporary, commercial WCFs installed for a period of up to ninety (90) days, subject to the City's discretion; provided that such temporary WCF will comply with applicable setbacks and height requirements.

#### Section 5. Tower Requirements.

(a) All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, shall obtain a city building permit from the building inspector prior to construction or erection.

(b) The design of all towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall comply with applicable sections of the most recent edition of the Building Code, as adopted by the City.

(c) Preengineered and prefabricated towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall require certification of a Wyoming professional engineer, providing that the structure and installation are in accordance with manufacturer's recommendations. All drawings and installation instructions are subject to the approval of the chief building official or the designee thereof.

(d) All non-preengineered and non -prefabricated towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, including the substructure, shall be designed by a licensed professional engineer, registered in the state.

(e) All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall be installed and maintained in compliance with applicable federal, state and City codes.

(f) All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall be supported from a fixed location and nontransportable.

#### Section 6. Distributed Antenna Systems and Small Cells.

(a) Distributed Antenna Systems and small cells are allowed in all zones by right (unless they involve the installation of a pole, tower or building) and except for the FC or OYD zones, as long as all other requirements of the zoning district are met along with stealth requirements, regardless of the siting preferences listed in Section 10 herein, provided the applicant also complies with all federal laws (such as the Americans with Disabilities Act) and State laws and requirements.

(b) Distributed Antenna Systems and small cells in all zones are subject to approval by administrative review unless their installation requires the construction of a new pole, tower or building. A Conditional Use Permit shall not be required for stealth replacement utility support structures, so long as they are substantially similar in height and design.

(c) A single permit application may be used for multiple distributed antennas that are part of a larger overall DAS network. A single permit application may also be used for multiple small cells spaced to provide wireless coverage in a defined geographic area. A single license agreement may be used for multiple node locations in DAS and/or small cell networks.

#### Section 7. General Requirements.

(a) Inventory of Existing Sites. Each applicant for a macrocell tower shall provide to the Community Development Department an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the City or within one-half mile of the border thereof, including specific information about the location, height, and design of each tower or antenna. The Community Development Department may share such information with other

applicants applying for administrative approvals or conditional use permits under this Section or other organizations seeking to locate antennas within the jurisdiction of the City; provided, however, that the City is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

(b) Color. The antenna array shall be placed and colored to blend into the architectural detail and coloring of the host structure. Support towers shall be painted a color that best allows it to blend into the surroundings. The use of grays, blues, greens, dark bronze, browns or other site specific colors may be appropriate; however, each case will be evaluated individually.

(c) Lighting. Towers shall not be artificially lighted, unless required by the FAA or other applicable

authority. If lighting is required, the chief building official or the designee thereof may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding property owners. Security lighting for the equipment shelters or cabinets and other on the ground ancillary equipment is also permitted, as long as it is appropriately down shielded to keep light within the boundaries of the site.

(d) State or Federal Requirements. All towers and antennas must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, and if WCF equipment is added either through collocation or replacement, then the owners of the towers and antennas governed by this Section shall bring such towers and antennas into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

(e) Building Permit. A building permit is required for all wireless communication facilities, and shall be subject to the site development standards prescribed herein. A site development plan shall contain the following information:

- (1) Construction drawings showing the proposed method of installation;
- (2) The manufacturer's recommended installations, if any; and
- (3) A diagram to scale showing the location of the wireless communication facility, property and setback lines, easements, power lines, all structures, and required landscaping.

(f) Building Codes: Safety Standards. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable industry standards for towers, as amended from time to time. Compliance with this Section is subject to the Casper Municipal Code enforcement procedures, and other applicable provisions of the Casper Municipal Code. If, upon inspection, the City concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said thirty (30) days shall constitute grounds for the removal of the tower at the owner's expense.

(g) Notice. For purposes of this Section, any conditional use permit or appeal of a conditional use shall require notice as required by the Casper Municipal Code.

(h) Signs. No facilities may bear any signage or advertisement(s) other than signage required by law or expressly permitted/required by the City.

(i) Visual Impact. All WCFs in residential uses and zones and within two hundred feet (200') of residential zones or in the downtown area shall be sited and designed to minimize adverse visual impacts on surrounding properties and the traveling public to the greatest extent reasonably possible, consistent with the proper functioning of the WCF. Such WCFs and equipment enclosures shall be integrated through location and design to blend in with the existing characteristics of the site. Such WCFs shall also be designed to either resemble the surrounding landscape and other natural features where located in proximity to natural surroundings, or be compatible with the built environment, through matching and complimentary existing structures

and specific design considerations such as architectural designs, height, scale, color and texture or be consistent with other uses and improvements permitted in the relevant zone.

(j) Use of Stealth Design. The applicant shall provide justification if it is not employing stealth design. Stealth design is required in all zones (for example, in residential zones, the OYD and the downtown area), and concealment techniques must be appropriate given the proposed location, design, visual environment, and nearby uses, structures, and natural features. Stealth design shall be designed and constructed to substantially conform to surrounding building designs or natural settings, so as to be visually unobtrusive. Stealth design that relies on screening wireless communication facilities in order to reduce visual impact must screen all substantial portions of the facility from view. Stealth and concealment techniques do not include incorporating faux-tree designs of a kind that are not native to the City of Casper.

(k) Building-mounted WCFs.

(1) All transmission equipment shall be concealed within existing architectural features to the maximum extent feasible. Any new architectural features proposed to conceal the transmission equipment shall be designed to mimic the existing underlying structure, shall be proportional to the existing underlying structure or conform to the underlying use and shall use materials in similar quality, finish, color and texture as the existing underlying structure.

(2) All roof-mounted transmission equipment shall be set back from all roof edges to the maximum extent feasible consistent with the need for "line -of -sight" transmission and reception of signals.

(3) Antenna arrays and supporting transmission equipment shall be installed so as to camouflage, disguise or conceal them to make them closely compatible with and blend into the setting or host structure.

(l) Antenna Arrays. Wireless communication antenna arrays are permitted in any zone as long as they are located upon an existing structure (except on single family houses, signage or a building less than sixty feet [60] in height), that provides sufficient elevation for the array's operation without the necessity of constructing a tower or other apparatus to extend the antenna array more than fifteen feet (16) above the structure. Installation on City property requires the execution of necessary agreements. However, if any support tower is needed to achieve the needed elevation, then a Conditional Use Permit is required. If a new equipment cabinet is to be installed, it must be screened if it is higher than the existing screened facility.

(m) WCFs in the Public Rights-of-Way.

(1) Utility support structure - mounted equipment. All pole -mounted transmission equipment shall be mounted as close as possible to the pole so as to reduce the overall visual profile to the maximum extent feasible.

(2) License or agreement. For all WCFs to be located within the right-of-way, prior to submitting for a permit, the applicant must have a valid municipal agreement, license, franchise agreement, Right -of -Way agreement, encroachment permit or exemption otherwise granted by applicable law. If the applicant is willing to install its ancillary facilities underground, that determination by the City shall be subject to administrative review.

(n) Accessory Uses.

(1) Accessory uses shall be limited to such structures and equipment that are necessary for transmission or reception functions, and shall not include broadcast studios, offices, vehicles or equipment storage, or other uses not essential to the transmission or reception functions.

(2) All accessory buildings shall be constructed of building materials equal to or better than those of the primary building on the site and shall be subject to site plan approval.

(3) No equipment shall be stored or parked on the site of the tower, unless used in direct support of the antennas or the tower that is being repaired.

(o) Accessory Equipment. In residential zones, all accessory equipment located at the base of a WCF shall be located or placed (at the applicant's choice) in an existing building, underground, or in an equipment shelter that is (a) designed to blend in with existing surroundings, using architecturally compatible construction and colors; and (b) be located so as to be unobtrusive as possible consistent with the proper functioning of the WCF.

(p) Site Design Flexibility. Individual WCF sites vary in the location of adjacent buildings, existing trees, topography and other local variables. By mandating certain design standards, there may result a project that could have been less intrusive if the location of the various elements of the project could have been placed in more appropriate locations within a given site. Therefore, the WCF and supporting equipment may be installed so as to best camouflage, disguise them, or conceal them, to make the WCF more closely compatible with and blend into the setting or host structure, upon approval by the Community Development Director or the designee thereof.

(q) General Standards and Construction Provisions.

(1) All structures shall be constructed and installed to manufacturer's specifications, and constructed as required by the City's currently adopted Building Code, as amended, and required setback provisions as prescribed for the zoning districts.

(2) Structures shall be permitted and constructed to meet the City's currently adopted Building Code requirements.

(3) All structures shall conform to FCC and FAA regulations, if applicable.

(4) If any setback as prescribed within this Code requires a greater distance than required of this Section, the greater distance shall apply.

(5) Landscaping and Fencing. In all zoning districts, the following additional landscaping shall be required beyond that which is required for the zone in which it is located:

(i) Equipment shelters and cabinets and other on the ground ancillary equipment shall be screened with landscaping as required for the zone in which located or with another design acceptable to the Community Development Department. Alternatively, where technically feasible, the applicant shall incorporate the cabinet and other equipment into the base of a new pole (for example, for a small cell) provided there is adequate space in the right-of-way and that ADA sidewalk accessibility requirements can be met. All provisions of the ADA, including, but not limited to, clear space requirements, shall be met by the applicant.

(ii) The ground level view of towers shall be mitigated by additional landscaping provisions as established through the conditional use permit process. The use of large trees from the approved urban forestry list of recommended species or native conifers is required at the spacing specified for the specific trees chosen. Alternatively, a landscaping plan may be submitted with the conditional use permit and, if approved, shall take precedence over the foregoing requirement.

(iii) A site -obscuring fence (for example, wrought iron as opposed to barbed wire) no less than six feet (6) in height from the finished grade shall be constructed around each macrocell tower and around related support or guy anchors. Access shall only be through a locked gate. Any fence shall comply with the other design guidelines of the Casper Municipal Code.

(6) New Poles. To the extent technically feasible, new poles must be designed to match the existing light fixtures and other poles, and they shall serve a dual purpose (for example, a new light fixture, flag pole or banner clips).



(7) Other Published Materials. All other information or materials that the City may reasonably require, from time to time, make publicly available and designate as part of the application requirements.

(r) Insurance. All towers shall be covered by a General Liability insurance policy in an amount not less than five hundred thousand dollars (\$500,000).

(s) Location of WCFs. No WCFs may be located within ten (10) feet of a public utility (for example, water and sewer lines). If a WCF is located in a public right-of-way and the City needs the owner of the WCF to move the WCF, the owner will do so at no cost to the City.

(t) Sites & Application Appointments. Each application may include up to ten (10) sites in the City. An in-person appointment with City Staff is required at the outset of the process for an application for multiple sites.

#### Section 8. Sharing Of Support Towers and Collocation of Facilities.

(a) It is the policy of the City to minimize the number of macrocells and wireless communication support towers and to encourage the collocation of antenna arrays of more than one wireless communication service provider on a single support tower, provided that additional Building Code regulations may apply.

(b) No new macrocell wireless communication support tower may be constructed within one-half mile of an existing macrocell support tower, unless it can be demonstrated to the satisfaction of the Community Development Director or the designee thereof that the existing macrocell support tower is not available or feasible for collocation of an additional wireless communication facility, or that its specific location does not satisfy the operational requirements of the applicant. Factors to be considered by the Community Development Director or the designee thereof in determining whether applicant has made this demonstration include those listed below in subsection (d).

(c) The shared use of towers is encouraged. Applications for macrocells and towers which will, immediately upon completion, operate with more than one user may reduce setback requirements from adjacent nonresidential property. The setback from adjacent nonresidential property may be reduced by twenty-five percent when two users enter into a binding agreement prior to the issuance of the building permit. The setback from adjacent nonresidential property may be reduced by up to fifty percent when three or more users enter into a binding agreement prior to the issuance of the building permit. A binding agreement for the purposes of this subsection is one signed by all parties using the tower and by the affected landowners. This signed agreement will commit the users to occupy the tower immediately upon its completion. Notwithstanding the foregoing, fall zones shall be at least one foot for every foot of tower height subject to the breakpoint provisions herein.

(d) Factors Considered in Granting Conditional Use Permits for Macrocells and Towers. In addition to any standards for consideration of conditional use permit applications pursuant to the Casper Municipal Code, the applicant must provide wet stamped plans for macrocell towers, and the Planning and Zoning Commission or City Council (as appropriate under Casper Municipal Code Section 17.12.240 (C)) shall consider the following factors in determining whether to issue a conditional use permit.

(1) Towers exceeding a height of 75 feet shall be able to accommodate collocation of one additional provider. Additional height to accommodate additional collocation may be approved if the applicant submits information certifying the tower has capacity for at least two additional providers. The applicant shall provide a letter indicating their good faith intent to encourage collocation on the tower.

- (2) Proximity of the macrocell tower to residential structures and residential district boundaries.
  - (3) Nature of uses on adjacent and nearby properties.
  - (4) Surrounding topography.
  - (5) Surrounding tree coverage and foliage.
  - (6) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness.
  - (7) Proposed ingress and egress.
  - (8) Whether existing structures are located within the geographic area that meet applicant's engineering requirements.
  - (9) Whether existing towers or structures have sufficient structural strength to support applicant's proposed antenna and related equipment.
  - (10) The applicant's proposed antennas would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.
  - (11) Whether the fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
  - (12) Whether the applicant demonstrates that there are other limiting factors not enumerated herein that render existing towers and structures unsuitable.
- (e) Site Plan. In districts where towers are allowed, applicants are required to submit and be granted an approval for a site plan before a building permit will be issued. The standards set forth in the Tower Regulations Summary of this Section will be used to determine tower requirements and whether approval shall be granted or denied. Towers of one hundred twenty-one (121) feet or more require that site plan approval be granted by the City Council, following recommendation from the Planning and Zoning Commission. Both the City Council and the Planning and Zoning Commission may consider reductions to the setback requirements for such towers as a part of the site plan approval.
- (f) All towers that provide commercial wireless telecommunication service are required to submit a site plan to the City for approval. In addition to the standard site plan requirements (listed in Title 17, of the Casper Municipal Code), the following information must be supplied with the site plan or building permit application:
- (1) Identification of the intended user(s) of the tower;
  - (2) Site and landscape plans drawn to a one inch equals 10' for one acre or less and one inch equals 20' for sites larger than one acre;
  - (3) The general capacity of the tower;
  - (4) Proposed modifications to any structure, proposed transmission equipment and its location and areas where excavation is proposed;
  - (5) An analysis of the area containing existing topographical contours;
  - (6) The number and positioning of guy wires and antennas;
  - (7) Site plans must show the locations for at least two equipment buildings, even if the tower is proposed for a single user;
  - (8) For macrocell towers that are fifty feet or greater in height above the ground, a visual study depicting the zone within a three-mile radius, where any portion of the proposed tower could be seen (scaled vicinity maps);
  - (9) Details regarding painting and on-site lighting.

(g) Placement Provisions - Towers. Towers shall be located only in those areas described in Table 1, provided that towers that are proposed to be located in a residential zone or within 200 feet of a residential zone or in the downtown area shall be subject to the siting priorities set forth for preferred tower locations in Section 10.

**TABLE 1  
TOWER REGULATIONS SUMMARY**

Zone	Permitted Height	Plan Com Approval	CC Approval	On Top of Buildings
R1-R6	50'	CUP	NA	NP
PH	50'	51'-120'	121' and greater	10 percent of building ht.
RPUD	50'	CUP	NA	10 percent of building ht.
CPUD	50'	51'-100'	NA	10 percent of building ht.
C1	50'	51'-100'	NA	10 percent of building ht.
C2	50'	51'-100'	NA	10 percent of building ht.
C3	50'	51'-120'	NA	10 percent of building ht.
C4	50'	51'-120'	NA	10 percent of building ht.
M1	100'	101'-120'	121' and greater	10 percent of building ht.
M2	100'	101'-120'	121' and greater	10 percent of building ht.
AG	50'	CUP	NA	10 percent of building ht.
FC	NP	NP	NP	NP
ED	50'	51'-150'	NA	10 percent of building ht.

NP = Not permitted (prohibited)

NA = Not applicable

RPUD = Residential PUD

CPUD = Commercial PUD

PERMITTED HEIGHT = Permitted with site plan approval from the community development director

PLAN COM APPROVAL = Permitted with site plan approval from the planning commission

CC APPROVAL = Permitted with site plan approval from the planning commission and the City Council

Notwithstanding anything in the Table to the contrary, in Residential, Educational and Park-Historic

Districts, new towers shall be limited to the height of power poles if feasible. Prohibited uses in the Old Yellowstone District and South Poplar Street corridor include macrocell towers or any ground, roof or otherwise mounted pole, spire, structure or combination thereof that is fifteen (15) feet or greater in height above the ground, including supporting lines, cables, wires, braces, masts or other structures, for the purpose of mounting an antenna, meteorological device or cellular apparatus above ground unless an exception is granted pursuant to this Section.

(h) Macrocell towers used for the purpose of providing commercial wireless telecommunication services are permitted uses in all districts, except in the downtown area, FC districts, residential districts (R1 -R6), residential planned unit developments (PUD), and the agricultural district (AG).

However, a conditional use permit may be granted for small cells providing commercial wireless telecommunication services in residential districts (R1-R6), residential planned unit developments (PUD), and the agricultural district (AG). Additionally, towers which are placed on buildings must conform to the other requirements of this Section.

(i) All towers shall conform to the following dimensional requirements:

(1) On Top of Structures. Towers may not be located on top of buildings or structures in any residential districts. In nonresidential districts, towers are permitted on top of buildings or structures (which are not tower accessory structures). The top of such towers shall not be more than ten percent (10%) of the building height above the building.

#### Section 9. Setback Requirements.

(a) Setbacks. A building or structure with a tower shall maintain the normal setback requirements for the zone in which it is located, except as set forth in this subsection. If the tower is in a nonresidential zone, setbacks shall be as follows:

(1) If the top of the tower is fifty feet or less in height above the ground, then, normal setbacks of the zoning district or structures shall apply, provided that the fall zone shall be at least one foot for every foot of tower height.

(2) If the top of the tower is more than fifty feet in height above the ground, the setback from the adjacent property line shall be one foot for every one foot in height, or shall be the normal setback of the zoning district, whichever is greater.

(b) When a residence is located on an adjacent property, the support tower structures shall be set back from property lines as required by that zone or a minimum of one foot (1') for every foot of tower height, whichever produces the greater setback, unless:

(1) the setback is waived by the owner of the residence; or

(2) the tower is constructed with breakpoint design technology. If the tower has been constructed using breakpoint design technology, the minimum setback distance shall be equal to one hundred ten percent (110%) of the distance from the top of the structure to the breakpoint level of the structure, or the applicable zone's minimum side setback requirements, whichever is greater. For example, on a 100-foot tall monopole with a breakpoint at eighty feet (80'), the minimum setback distance would be twenty-two feet (22') (110% of 20 feet, the distance from the top of the monopole to the breakpoint) or the minimum side yard setback requirements for that zone, whichever is greater. Provided, that if an applicant proposes to use breakpoint design technology to reduce the required setback from a residence, the issuance of building permits for the tower shall be conditioned upon approval of the tower design by a structural engineer.

(c) All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall comply with all setbacks within the district in which they are located. All towers and associated equipment shall not interfere with normal radio, television or telephone reception in the vicinity. Commercial messages shall not be displayed on any tower. Violations shall be considered zoning violations and shall be corrected under the enforcement provisions in the Casper Municipal Code.

(d) All equipment shelters, cabinets, or other on the ground ancillary equipment shall meet the setback requirement of the zone in which it is located.

#### Section 10. Preferred Macrocell Tower Locations.

All new macrocell towers proposed to be located in a residential zone or within two hundred feet (200') of a residential zone or in the downtown area are permitted only after application of the following siting priorities, ordered from most-preferred (1) to least-preferred (7):

- (1) City-owned or operated property and facilities not in the downtown or residential zones and not including right-of-way;
- (2) industrial zones;
- (3) commercial zones;
- (4) other non-residential zones;
- (5) City rights-of-way in residential zones;
- (6) parcels of land in residential zones;
- (7) designated historic structures, downtown and neighborhoods with additional protection.

The applicant for a macrocell tower located in a residential zone or within two hundred feet (200') of a residential zone or in the downtown area shall address these preferences in an alternative sites analysis prepared pursuant to Section 11 below.

#### Section 11. Submittal Requirements.

##### (a) Alternative Sites Analysis.

(1) For macrocell towers in a residential zone or within two hundred feet (200') of a residential zone or in the downtown area, the applicant must address the City's preferred macrocell tower locations with a detailed explanation justifying why a site of higher priority was not selected. The City's macrocell tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three (3) higher ranked, alternative sites considered that are in the geographic range of the service coverage objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate.

(2) A complete alternative sites analysis provided under this subsection may include less than three (3) alternative sites so long as the applicant provides a factually detailed written rationale for why it could not identify at least three (3) potentially available, higher ranked, alternative sites.

(3) For purposes of disqualifying potential collocations or alternative sites for the failure to meet the applicant's service coverage objectives, the applicant will provide: (a) a description of its objective, whether it be to close a gap or address a deficiency in coverage, capacity, frequency or technology; (b) detailed technical maps or other exhibits with clear and concise RF data to illustrate that the objective is not met using the alternative (whether it be collocation or a more preferred location); and (c) a description of why the alternative (collocation or a more preferred location) does not meet the objective.

(b) Collocation Consent. A written statement will be signed by a person with the legal authority to bind the applicant and the project owner, which indicates whether the applicant is willing to allow other transmission equipment owned by others to collocate with the proposed wireless communication facility whenever technically and economically feasible and aesthetically desirable.

(c) Documentation. Applications submitted under this Section for towers shall include the following materials:

(1) Requirement for FCC Documentation. The applicant shall provide a copy of the applicant's FCC license or registration.

(2) Visual Analysis. A color visual analysis that includes to-scale visual simulations that show unobstructed before-and-after construction daytime and clear-weather views from at least four angles, together with a map that shows the location of each view, including all equipment and ground wires.

(3) Design Justification. A clear and complete written analysis that explains how the proposed design complies with the applicable design standards under this Section to the maximum extent feasible. A complete design justification must identify all applicable design standards under this Section and provide a factually detailed reason why the proposed design either complies or cannot feasibly comply.

(4) Noise Study. A noise study, if requested by the City and the proposal is in or within two hundred feet (200') of residentially zoned property or in the downtown area for the proposed WCF and all associated equipment.

(5) Additional Information Required. Applicants for a Conditional Use Permit for a macrocell tower shall also submit the following information:

(i) A scaled site plan clearly indicating the location, type, height and width of the proposed tower, on-site land uses and zoning, adjacent land uses and zoning (including when adjacent to other municipalities or the County), separation distances, adjacent roadways, photo simulations, a depiction of all proposed transmission equipment, proposed means of access, setbacks from property lines, elevation drawings or renderings of the proposed tower and any other structures, topography, parking, utility runs and other information deemed by the Community Development Department to be necessary to assess compliance with this Section.

(ii) Legal description of the parent tract and leased parcel (if applicable).

(iii) The setback distance between the proposed tower and the nearest residential unit and the nearest residentially zoned property.

(iv) The separation distance from other towers described in the inventory of existing sites shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing tower(s) and the owner/operator of the existing tower(s), if known.

(v) Method of fencing, and finished color and, if applicable, the method of camouflage and illumination.

(vi) A description of compliance with all applicable federal, state and local laws.

(vii) Identification of the entities providing the backhaul network for the tower(s) described in the application and other cellular sites owned or operated by the applicant in the municipality.

(vii) A description of the suitability of the use of existing towers or other structures to provide the services to be provided through the use of the proposed new tower.

(ix) A clear and complete written statement of purpose, which shall minimally include: (1) a description of the technical objective to be achieved; (2) a to-scale map that identifies the proposed site location and the targeted service area to be benefited by the proposed project; and (3) full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent sites without the proposed site, predicted service coverage levels from all adjacent sites with the proposed site, and predicted service coverage levels from the proposed site without all adjacent sites. These materials shall be reviewed and signed by a Wyoming-licensed professional engineer or a qualified employee of the applicant. The qualified employee of the applicant shall submit his or her qualifications with the application.

(d) Radio Frequency (RF) Emissions Compliance Report. A written report will be prepared, signed and sealed by a Wyoming -licensed professional engineer or a competent employee of the applicant, which assesses whether the proposed WCF demonstrates compliance with the RF emissions limits established by the FCC. The qualified employee of the applicant shall submit his or her qualifications with the application.

(e) Documentation of Completion of Work. To enable the City to keep accurate, up-to-date records of the placement of telecommunication towers and facilities within City limits, at the time the work on the facility or tower is completed, and before operation begins, the owner/operator of the tower shall submit documentation to the City's Building Department providing:

(1) Certification in writing that the tower is structurally sound and conforms to the requirements of the City's Building Code and all other construction standards set forth by the Casper Municipal Code, federal and state law by filing, a sworn and certified statement by an engineer to that effect. The tower owner may be required by the City to submit more frequent certifications should there be reason to believe that the structural and electrical integrity of the tower is jeopardized. The certification must be based upon on-site physical inspection.

(2) The name(s) and number of providers located on the tower, the type and use of any antenna located on the tower, and the name, address and telephone number of any owner, if there has been a change of ownership of the tower.

(3) An initial payment of a registration fee which shall be in addition to any other fee paid by the owner or operator of the tower or facility, for all towers or facilities located within the City, shall be required and shall be submitted to the City's Community Development Department at the time of submission of the documentation, as required in (e)(1) and (2) of this subsection.

Section 12. WCF Exceptions to Standards.

(a) Applicability. Except as otherwise provided in Section 7. (p) above, (Site Design Flexibility), no WCF shall be used or developed contrary to any applicable development standard unless an exception has been granted pursuant to this subsection. These provisions apply exclusively to WCFs and are in lieu of the generally applicable variance and design departure provisions in this Code; provided this subsection does not provide an exception from this Section's visual impact and stealth design.

(b) Procedure Type. A WCF's exception is subject to approval by the Planning and Zoning Commission.

(c) Submittal Requirements. An application for a wireless communication facility exception shall include:

(1) A written statement demonstrating how the exception would meet the criteria.

(2) A site plan that includes:

(i) Description of the proposed facility's design and dimensions, as it would appear with and without the exception.

(ii) Elevations showing all components of the wireless communication facility, as it would appear with and without the exception.

(iii) Color simulations of the wireless communication facility after construction demonstrating compatibility with the vicinity, as it would appear with and without the exception.

(d) Criteria. An application for a wireless communication facility exception shall be granted if the following criteria are met:

(1) The exception is consistent with the purpose of the development standard for which the exception is sought.

(2) Based on a visual analysis, the design minimizes the visual impacts to zones through mitigating measures, including, but not limited to, building heights, bulk, color, and landscaping.

(3) The applicant demonstrates the following:

- (i) A significant gap in the coverage, capacity, or technologies of the service network exists such that users are regularly unable to connect to the service network, or are regularly unable to maintain a connection, or are unable to achieve reliable wireless coverage within a building;
  - (ii) The gap can only be filled through an exception to one or more of the standards in this Section; and
  - (iii) The exception is narrowly tailored to fill the service gap such that the wireless communication facility conforms to this Section's standards to the greatest extent possible.
- (4) For a new tower proposed to be located in a residential zone or within two hundred feet (200) of a residential zone or in the downtown area, unless the proposal qualifies as a preferred location on City -owned or operated property or facilities, the applicant must also demonstrate that the manner in which it proposes to fill the significant gap in coverage, capacity, or technologies of the service network is the least intrusive on the values that this Section seeks to protect.

Section 13. Removal of Abandoned Towers. Towers which are not used for a period of six months or more shall be removed by the owner within ninety days from the date of written notification by the City. To assure the removal of towers, which have not been maintained or have been abandoned, a performance bond, cash, letter of credit, or other approved security shall be submitted for each tower. The amount of the bond, cash, letter of credit, or other approved security shall be based on an estimate provided by a contractor licensed in the state of Wyoming, who shall estimate the cost of removing the tower. This estimation shall be provided in writing and submitted with the application. There will be a ten percent contingency fee added to the contractor's estimate. In the event the owner shall fail to remove any tower not maintained or abandoned, as provided in this subsection, the City shall have the right to enter the premises and remove such tower without further notice to owner, in which event, all removal costs shall be charged against the bond or security and the owner until satisfied.

Section 14. Emergency Circumstances. The City reserves the right to enter upon and disconnect, dismantle or otherwise remove any tower or telecommunications facility should same become an immediate hazard to the safety of persons or property due to emergency circumstances, as determined by the City Manager or his designee, such as natural or man-made disasters or accidents, when the owner of any such facility is not available to immediately remedy the hazard. The City shall notify any such owner of any such action within twenty-four hours. The owner and/or operator shall reimburse the City for the costs incurred by the City for action taken pursuant to this subsection.

Section 15. Inspections. The City reserves the right upon reasonable notice to the owner/operator of the tower to conduct inspections for the purpose of determining whether the tower, equipment, and/or related buildings comply with all provisions of the Casper Municipal Code, the applicable building codes or all other construction standards provided by local, state or federal law.

Section 16. Independent Consultant and RF Technical Review. Although the City intends for City staff to review applications to the extent feasible, the City may retain the services of an independent consultant and RF expert of its choice to provide evaluation of permit applications for WCFs, when they are subject to conditional use permits or administrative review. The third party expert shall have recognized training and qualifications in the field of telecommunications or radio frequency engineering. The consultant's and RF expert's review may include, but is not limited to: (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and, (d) whether the proposed WCF complies



with the applicable approval criteria set forth in this Section. The applicant shall pay the cost for any independent consultant fees through a deposit, estimated by the City, paid within ten (10) days of the City's request. When the City requests such payment, the application shall be deemed incomplete for purposes of application processing timelines until the deposit is received. In the event that such costs and fees do not exceed the deposit amount, the City shall refund any unused portion within thirty (30) days after the final permit is released or, if no final permit is released, within thirty (30) days after the City receives a written request from the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the City within thirty (30) days and before the permit is issued.

Section 17. Final Inspection.

(a) A certificate of completion will only be granted upon satisfactory evidence that the WCF was installed in substantial compliance with the approved plans and photo simulations.

(b) If it is found that the WCF installation does not substantially comply with the approved plans and photo simulations, the applicant shall promptly make any and all such changes required to bring the WCF installation into compliance, and in any event prior to putting the WCF in operation.

Section 18. Compliance.

(a) All wireless communication facilities must comply with all standards and regulations of the FCC and any State or other federal government agency with the authority to regulate wireless communication facilities.

(b) The site and wireless communication facilities, including all landscaping, fencing and related transmission equipment must be maintained at all times in a neat and clean manner and in accordance with all approved plans.

(c) All graffiti on wireless communication facilities must be removed at the sole expense of the permittee after notification by the City to the owner/operator of the WCF.

(d) If any FCC, State or other governmental license or any other governmental approval to provide communication services is ever revoked as to any site permitted or authorized by the City, the permittee must inform the City of the revocation within thirty (30) days of receiving notice of such revocation.

Section 19. Indemnification. Each permit issued for a WCF located on City property shall be deemed to have as a condition of the permit a requirement that the applicant defend, indemnify and hold harmless the City and its Council, officers, agents, employees, volunteers, and contractors from any and all liability, damages, or charges (including attorneys' fees and expenses) arising out of claims, suits, demands, or causes of action as a result of the permit process, a granted permit, construction, erection, location, performance, operation, maintenance, repair, installation, replacement, removal, or restoration of the WCF.

Section 20. Eligible Facilities Request.

(a) Purpose. This Section 20 implements Section 6409(a) of the Spectrum Act (47 U.S.C. Section 1455(a)), as interpreted by the FCC in its Report and Order No. 14-153 and regulated by 47 C.F.R. § 1.40001, which requires a state or local government to approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station.

(b) Application Review.

(1) Application. The City shall prepare and make publicly available an application form. The City may not require an applicant to submit any other documentation intended to illustrate the

need for any such wireless facilities or to justify the business decision to modify such wireless facilities.

(2) Review. Upon receipt of an application for an Eligible Facilities Request pursuant to this subsection, the Community Development Director or the designee thereof, shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

(3) Timeframe for Review. Within 60 days of the date on which an applicant submits an application seeking approval of an Eligible Facilities Request under this subsection, the City shall review and act upon the application, subject to the tolling provisions below.

(4) Tolling of the Timeframe for Review. The 60 -day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.

(i) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.

(ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

(iii) Following a supplemental submission, the City will have 10 days to notify the applicant if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

(5) Failure to Act. In the event the City fails to approve or deny a complete application under this subsection within the timeframe for review (accounting for any tolling), the request shall be deemed granted provided the applicant notifies the City in writing after the review period has expired. Provided, however, the request is still subject to Section 25 (Standard Conditions of Approval).

(c) Compliance Obligations Due to Invalidation. In the event that any court of competent jurisdiction invalidates all or any portion of Section 6409 or any FCC rule that interprets Section 6409 such that federal law would not mandate approval for any Section 6409 approval(s), such approval(s) shall automatically expire one year from the effective date of the judicial order, unless the decision would not authorize accelerated termination of previously approved Section 6409 approvals or the City grants an extension upon written request from the permittee that shows good cause for the extension, which includes without limitation extreme financial hardship. Notwithstanding anything in the previous sentence to the contrary, the City may not grant a permanent exemption or indefinite extension. A permittee shall not be required to remove its improvements approved under the invalidated Section 6409 approval when it has obtained the applicable permit(s) or submitted an application for such permit(s) before the one-year period ends.

(d) City's Standing Reserved. The City's grant or grant by operation of law of a Section 6409 approval does not waive, and shall not be construed to waive, any standing by the City to challenge Section 6409, any FCC rules that interpret Section 6409 or any Section 6409 approval.

Section 21. Collocation Applications.

(a) Purpose. This Section 21 implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153. Except when a shorter timeframe is otherwise required under Section 20, the following timeframes apply to collocation.

(b) Application Review.

(1) Application. The City shall prepare and make publicly available an application form.

(2) Review. Upon receipt of an application for a collocation request pursuant to this subsection, the City shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

(3) Timeframe for Review. Within 90 days of the date on which an applicant submits an application seeking approval of a collocation request under this subsection, the City shall review and act upon the application, subject to the tolling provisions below.

(4) Tolling of the Timeframe for Review. The 90 -day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.

(i) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.

(ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

(iii) Following a supplemental submission, the City will notify the applicant within 10 days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

(5) Failure to Act. In the event the City fails to approve or deny a complete application under this subsection within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

Section 22. New Site or Tower Applications.

(a) Purpose. This Section 22 also implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153.

(b) Application Review.

(1) Application. The City shall prepare and make publicly available an application form.

(2) Review. Upon receipt of an application for a request for a new site or tower pursuant to this subsection, the City shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

(3) Timeframe for Review. Within 150 days of the date on which an applicant submits an application seeking approval of a request for a new site or tower under this subsection, the City shall review and act upon the application, subject to the tolling provisions below.

(4) Tolling of the Timeframe for Review. The 150-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.

(i) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.

(ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

(iii) Following a supplemental submission, the City will notify the applicant within 10 days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

(5) Failure to Act. In the event the City fails to approve or deny a complete application under this subsection within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

Section 23. Application Fees. In connection with the filing of an application, the applicant shall pay all applicable application fees, according to a City Resolution.

Section 24. Laws, Rules and Regulations. This Section shall be subject to all applicable laws, rules and regulations.

Section 25. Standard Conditions of Approval.

(a) Applicability. In addition to all other conditions adopted by the City, all permits, whether approved by the City or deemed approved by the operation of law, shall be automatically subject to the conditions in this Section. The City shall have discretion to modify or amend these conditions on a case-by-case basis as may be necessary or appropriate under the circumstances to protect public health and safety or allow for the proper operation of the approved facility consistent with the goals of this Section.

(b) Permit Term. A permit will automatically expire one year and one day from its issuance. Any other permits or approvals issued in connection with any collocation, modification or other change to a wireless facility, which includes without limitation any permits or other approvals deemed-granted or deemed-approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law.

Section 26. Severability. The various parts, sentences, paragraphs and clauses of this Section are hereby declared to be severable. If any part, sentence, paragraph or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Section shall not be affected thereby.

Section 27. Conflicts. These Wireless Communication Facilities regulations are in addition to other regulations in the zoning portions of the Casper Municipal Code. In case of a conflict between regulations, the most restrictive shall apply except as otherwise indicated.

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

PASSED on 1<sup>st</sup> reading the 16<sup>th</sup> day of January, 2018.

PASSED on 2<sup>nd</sup> reading the 6<sup>th</sup> day of February, 2018.

PASSED, APPROVED, AND ADOPTED on third and final reading the 20<sup>th</sup> day of March, 2018.

Councilmember Humphrey presented the one (1) foregoing consent agenda ordinance for adoption, on third reading. Seconded by Councilmember Powell. Motion passed.

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

ORDINANCE NO. 3-18

AN ORDINANCE AMENDING SECTION 17.12.120 OF THE CASPER MUNICIPAL CODE PERTAINING TO FENCES, WALLS, HEDGES, SHRUBS, TREES, ACCESSORY BUILDINGS AND ACCESSORY USES.

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

Following resolution read:

RESOLUTION NO. 18-59

A RESOLUTION TO ESTABLISH UNIFORM PROCEDURES, COSTS AND CHARGES FOR INSPECTING, COPYING AND PRODUCING PUBLIC RECORDS.

Councilmember Morgan, presented the foregoing resolution for adoption. Seconded by Councilmember Hopkins. City Manager Napier provided a brief report. Keith Goodenough, 333 S. Socony requested that the fees be explained and discussed.

Council discussed the item and requested information and clarification from City Manager Napier and City Attorney Henley. Both staff members addressed the questions presented by Council.

Moved by Councilmember Walsh to amend the resolution to allow one hour of staff time before production and construction costs are incurred. Seconded by Councilmember Powell. All voted aye to amend the resolution. Motion to amend passed. Council then voted on the resolution, as amended. All voted aye, motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-52

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, INC., FOR THE 2018 CPU ASPHALT REPAIR PROJECT NO. 18-001.

RESOLUTION NO. 18-53

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CONCRETE STABILIZATION TECHNOLOGIES, INC., FOR THE BRYAN STOCK TRAIL STABILIZATION, PROJECT NO. 15-078.

RESOLUTION NO. 18-54

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR THE COMPLETION OF THE SYSTEM INVESTMENT CHARGE/COST OF SERVICES STUDY.

RESOLUTION NO. 18-55

A RESOLUTION AUTHORIZING AN EASEMENT WITH STEVE M. CARTER FOR THE NEW WATER TRANSMISSION MAIN FOR THE WEST CASPER ZONE 2 WATER SYSTEM IMPROVEMENTS.

RESOLUTION NO. 18-56

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CASPER AND HOPPER DISPOSAL, INC. FOR PROVIDING DISPOSAL OF SOLID WASTE.

RESOLUTION NO. 18-57

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE FRANCHISE TO BRESNAN COMMUNICATIONS, LLC, FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM.

RESOLUTION NO. 18-58

A RESOLUTION DECLARING PREVIOUS MODEL COBAN EQUIPMENT AS SURPLUS PROPERTY, AND AUTHORIZING DISPOSAL OF SAME.

Councilmember Hopkins presented the foregoing seven (7) resolutions for adoption. Seconded by Councilmember Walsh. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Powell, to, by consent minute action, authorize the purchase of two (2) new one ton dually pickup trucks with platform beds from Fremont Motor Company, in the total amount of \$99,543; and appoint Dr. Sara Smith to the Casper-Natrona County Board of Health. Motion passed.

Individuals addressing the Council were: Brian Clark, 2120 Jonquil, requesting a Post Office on the west side of Casper; and Ticker Lock, 1009 N. Jefferson, requesting that the mobile vendor parking permits (MVPP) only apply to the downtown area. City Manager Napier clarified the MVPP process.

Also addressing the Council were: Dennis Steensland, 533 S. Washington, regarding the MVPP, Fort Caspar, lighting at Hogadon, the supervision of Spectra, and the open/concealed carry policy; Jason Booth, 3400 Navarre, thanking Council for excellent victim services and requesting that the MVPP not apply to very small businesses; and Keith Goodenough, 333 S. Socony, questioning the legality of the ability of Council to remove a Councilmember from office.

Mayor Pacheco called for a brief recess at 7:20 p.m. and reconvened the meeting at 7:30 p.m. Additional individuals addressing the Council were: Robert Caputa, 3200 Bella Vista, recommending a year-long MVPP and asking about the use of David Street Station; James Andrews, 1113 N. Beech, requesting a longer serving time for each MVPP and for the permits to be free; and Shannon Eli, 2382 Sagewood, inviting Council to the annual biker parade

Mayor Pacheco noted the next meetings of the City Council will be a special session and work session to be held at 4:30 p.m., Wednesday, March 21, 2018 in the Council Chambers and meeting room; and a special session and regular work session to be held at 4:30 p.m., Tuesday March 27, 2018 in the Council Chambers and meeting room.

At 8:07 p.m., it was moved Councilmember Walsh, seconded by Councilmember Laird, to adjourn into executive session to discuss personnel. Motion passed. Council moved into the Council meeting room.

Council returned to the Council Chambers. At 8:55 p.m., it was moved by Councilmember Hopkins, seconded by Councilmember Laird, to adjourn the executive session. Motion passed. At 8:56 p.m., it was moved by Councilmember Morgan to adjourn the regular Council meeting, seconded by Councilmember Hopkins. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
March 21, 2018

Casper City Council met in special session at 4:30 p.m., Wednesday, March 21, 2018. Present: Councilmembers Hopkins, Humphrey, Laird, Morgan, Powell, Walsh and Mayor Pacheco. Absent: Councilmember Johnson.

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

Mayor Pacheco led the audience in the Pledge of Allegiance.

Mayor Pacheco stated that Council would be interviewing candidates to fill the Ward I Councilmember vacancy which would have terminated on January 5, 2021. He stated that the person filling this vacancy may choose to run for the remainder of the unexpired term in the general election of November 2018.

Mayor Pacheco also stated that each candidate would be allowed five (5) minutes to respond to the following questions: tell us about yourself; explain why you want to serve on the City Council; describe your qualifications and how they will benefit the City of Casper; are you willing to run for election in the 2018 general election; and tell us about your availability to serve the time commitments of Council meetings and board meetings.

Mayor Pacheco gave general information about the time requirements of serving on Council and stated that the successful candidate would be sworn in before the Tuesday, March 27, 2018 work session.

The following candidates addressed Council: William Conte, Aimee Kidd, Dennis Gazdiewich, Tim Hamre, Warren Youmans, Gabriel Phillips, Vicki Orcutt, Margaret Bloom, Michael Huber, Sara Rust, Brandon Daigle, and Shea Ward.

At 5:40 p.m., it was moved by Councilmember Walsh, seconded by Councilmember Morgan to adjourn into executive session to discuss personnel. Motion passed. Councilmembers then adjourned to the Council meeting room.

At 6:01 p.m., moved by Councilmember Hopkins, seconded by Councilmember Powell, to adjourn the executive session. Councilmembers returned to the Council Chambers.

Moved by Councilmember Walsh, to appoint, by minute action Michael E. Huber, to fill the Ward I Council seat vacancy created by the resignation of Amanda Huckabay, this appointment to be effective at the March 27, 2018 work session. Seconded by Councilmember Hopkins. Motion passed.



Councilmembers Hopkins, Powell, Laird, and Mayor Pacheco made statements to thank the candidates for their interest, compliment their qualifications, and encourage them to continue to be active in our community.

Moved by Councilman Laird, seconded by Councilman Powell to, by minute action adjourn. Motion passed.

The meeting was adjourned at 6:10 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
March 27, 2018

Casper City Council met in special session at 4:37 p.m., Wednesday, March 27, 2018. Present: Councilmembers Humphrey, Johnson, Laird, Walsh and Mayor Pacheco. Absent: Councilmembers Hopkins, Morgan, and Powell.

Moved by Councilmember Humphrey, seconded by Councilmember Johnson, to, by minute action, excuse the absence of Councilmembers Hopkins, Morgan, and Powell. Motion passed.

Mayor Pacheco led the audience in the Pledge of Allegiance.

Municipal Court Judge Hand issued the oath of office to newly-appointed Councilmember Michael E. Huber.

Councilmember Huber thanked Council for selecting him for the position. He also introduced friends and family present in the audience.

Roll was not called, but the Mayor acknowledged that Councilmember Huber was now present for the remainder of the meeting.

Moved by Councilmember Walsh, seconded by Councilmember Johnson, to, by minute action: establish April 3, 2018, as the public hearing date for the consideration of the mobile vendor parking permit ordinance. Motion passed.

The following resolution was considered, by consent agenda:

RESOLUTION NO. 18-60  
A RESOLUTION AUTHORIZING A LEASE AGREEMENT  
WITH COWBOY SMOKEHOUSE, LLC, FOR THE  
OPERATION OF THE 19<sup>TH</sup> HOLE RESTAURANT AT THE  
CASPER MUNICIPAL GOLF COURSE.

Councilmember Laird presented the foregoing one (1) resolution for adoption. Seconded by Councilmember Walsh. Motion passed.

Mayor Pacheco noted the next meeting of the City Council will be a regular Council meeting to be held at 6:00 p.m., Tuesday, April 3, 2018, in the Council Chambers.

Moved by Councilmember Johnson, seconded by Councilmember Humphrey, to adjourn into the regularly scheduled work session. Motion passed. The meeting was adjourned at 4:43 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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Ray Pacheco  
Mayor

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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<b>A.M.B.I. &amp; SHIPPING, INC.</b>	18-02-456 POSTAGE	\$31.38
	18-02-457 FEDEX PSC TO RIR	\$74.10
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$105.48</b>
	18-02-450 POSTAGE	\$1.86
	18-01-424 POSTAGE	\$70.92
	<b>Subtotal for Cost Center Council:</b>	<b>\$72.78</b>
	18-02-447 AMBI Postage and Shipping	\$11.77
	<b>Subtotal for Cost Center Fire:</b>	<b>\$11.77</b>
	18-02-453 POSTAGE	\$1.16
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$1.16</b>
18-02-452 POSTAGE	\$22.02	
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$22.02</b>	
17-12-683 POSTAGE AND SHIPPING	\$72.67	
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$72.67</b>	
18-02-455 POSTAGE	\$18.55	
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$18.55</b>	
<b>Vendor Subtotal:</b>	<hr/> <b>\$304.43</b>	
<b>A-1 PORTABLES &amp; SERVICES</b>	2262 BALER PORTA POTTY	\$130.00
	2261 PORTA POTTY LANDFILL	\$130.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$260.00</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$260.00</b>
<b>AAKER SIGNS &amp; DESIGNS</b>	18-4064 REPAI/RECONDITION BANNERS	\$224.00
	<b>Subtotal for Cost Center Planning:</b>	<b>\$224.00</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$224.00</b>
<b>ALLIANCE ELECTRIC LLC.</b>	7505 HOOK UP OIL BURNER	\$1,796.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,796.00</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$1,796.00</b>

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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<b>ALYSSA BAEDKE</b>	RIN002815 TRAVEL EXPENSES	\$32.61
	<b>Subtotal for Cost Center Police:</b>	<b>\$32.61</b>
	<b>Vendor Subtotal:</b>	<b>\$32.61</b>
<b>AMERI-TECH EQUIPMENT CO.</b>	18818 STOCK, 39136-01-AB	\$1,603.26
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$1,603.26</b>
	18784 300 GALLON CONTAINERS	\$9,755.15
	18784 400 GALLON CONTAINERS	\$9,567.95
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$19,323.10</b>
	<b>Vendor Subtotal:</b>	<b>\$20,926.36</b>
<b>ANDREEN HUNT CONSTRUCTION, INC.</b>	3692 E CASPER ZONE III WATER SYSTEM	\$72,674.90
	3692 E CASPER ZONE III WATER SYSTEM	\$35,795.10
	<b>Subtotal for Cost Center Water:</b>	<b>\$108,470.00</b>
	<b>Vendor Subtotal:</b>	<b>\$108,470.00</b>
<b>ARROWHEAD HEATING &amp; AIR CONDITIONING</b>	10749 FEB FILTER CHANGE	\$180.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$180.00</b>
	10701 HEATERS FOR COMB BLDG	\$10,654.29
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$10,654.29</b>
	<b>Vendor Subtotal:</b>	<b>\$10,834.29</b>
<b>BAR-D SIGNS, INC.</b>	33302 PAINT FOR BALER BINS	\$89.60
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$89.60</b>
	<b>Vendor Subtotal:</b>	<b>\$89.60</b>
<b>BLACK HILLS ENERGY</b>	AP000232030818 NATURAL GAS	\$339.88
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$339.88</b>
	AP000229030818 NATURAL GAS	\$4,356.55
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$4,356.55</b>
	AP000230030918 NATURAL GAS	\$3,617.71
	<b>Subtotal for Cost Center Fire:</b>	<b>\$3,617.71</b>
	AP000194030918 NATURAL GAS	\$2,955.68
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$2,955.68</b>

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

AP000192030918 NATURAL GAS \$1,771.57  
**Subtotal for Cost Center Metro Animal: \$1,771.57**

AP000222030818 NATURAL GAS \$193.49  
**Subtotal for Cost Center Parks: \$193.49**

AP000228030818 NATURAL GAS \$10,169.57  
**Subtotal for Cost Center Waste Water: \$10,169.57**

AP000231030818 NATURAL GAS \$1,577.84  
**Subtotal for Cost Center Water: \$1,577.84**

RIN0028501 ENERGY HEAT \$8,621.17  
**Subtotal for Cost Center Water Treatment Plant: \$8,621.17**

**Vendor Subtotal: \$33,603.46**

## CASPER AREA TRANSPORTATION COALITION

2018-202 FEBRUARY 18 FTA BUS EXPENSES \$16,944.23  
2018-203 FEBRUARY 18 CITY CATC EXPENSES \$34,385.04  
2018-204 FEBRUARY 18 CITY BUS EXPENSES \$16,944.22  
2018-201 FEBRUARY 18 FTA CATC EXPENSES \$34,673.65  
**Subtotal for Cost Center C.A.T.C.: \$102,947.14**

RIN0028510 CATC AGENCY TRIP TOKENS \$2,623.00  
RIN0028511 CATC - SUBSIDIZED TRIP TICKETS \$1,110.00  
RIN0028512 CATC- SUBSIDIZED TRIP TOKENS \$4,393.50  
**Subtotal for Cost Center CDBG: \$8,126.50**

**Vendor Subtotal: \$111,073.64**

## CASPER HOUSING AUTHORITY

340 FY18 1%#15 ONE CENT FUNDING \$27,824.53  
344 FY18 1%#15 ONE CENT FUNDING \$18,408.41  
**Subtotal for Cost Center One Cent #15: \$46,232.94**

**Vendor Subtotal: \$46,232.94**

## CASPER MTN. FIRE DISTRICT

1015 FY18 AGENCY FUNDING \$7,500.00  
**Subtotal for Cost Center Social Community Services: \$7,500.00**

**Vendor Subtotal: \$7,500.00**

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

<b>CASPER NATRONA COUNTY HEALTH DEPARTMENT</b>	0024775-IN MONTHLY FUNDING <b>Subtotal for Cost Center Social Community Services:</b>	\$45,000.00 <b>\$45,000.00</b>
	<b>Vendor Subtotal:</b>	<b>\$45,000.00</b>
<b>CASPER POLICE DEPARTMENT</b>	RIN0028494 BUY FUND REIMBURSE <b>Subtotal for Cost Center Police Grants:</b>	\$270.70 <b>\$270.70</b>
	<b>Vendor Subtotal:</b>	<b>\$270.70</b>
<b>CASPER STAR TRIBUNE - LEGAL ADS ONLY</b>	37677 RFB WEED MOWING <b>Subtotal for Cost Center Code Enforcement:</b>	\$298.44 <b>\$298.44</b>
	<b>Vendor Subtotal:</b>	<b>\$298.44</b>
<b>CENTRAL PAINT &amp; BODY</b>	32667 R&I INTERIOR PANEL & BRACKET <b>Subtotal for Cost Center Fleet Maintenance:</b>	\$225.00 <b>\$225.00</b>
	<b>Vendor Subtotal:</b>	<b>\$225.00</b>
<b>CENTURYLINK</b>	RIN0028492 PHONE USE <b>Subtotal for Cost Center Engineering:</b>	\$38.76 <b>\$38.76</b>
	RIN0028492 PHONE USE <b>Subtotal for Cost Center Metro Animal:</b>	\$154.12 <b>\$154.12</b>
	RIN0028492 PHONE USE <b>Subtotal for Cost Center Municipal Court:</b>	\$45.62 <b>\$45.62</b>
	RIN0028504 PHONE USE RIN0028508 PHONE USE <b>Subtotal for Cost Center Sewer:</b>	\$43.51 \$64.19 <b>\$107.70</b>
	RIN0028508 PHONE USE <b>Subtotal for Cost Center Waste Water:</b>	\$45.52 <b>\$45.52</b>
	<b>Vendor Subtotal:</b>	<b>\$391.72</b>
<b>CHILDREN'S ADVOCACY PROJECT INC</b>	WE42408 3RD QTR AGENCY FUNDING <b>Subtotal for Cost Center Social Community Services:</b>	\$10,000.00 <b>\$10,000.00</b>

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

PROJECT, INC.

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

## CIGNA HEALTH & LIFE INSURANCE COMPANY

2261430 PLAN ADMIN FEES \$11,982.40

**Subtotal for Cost Center Health Insurance:** **\$11,982.40**

**Vendor Subtotal:** **\$11,982.40**

## CITY OF CASPER

5128/161219 MARCH 18 MPO MONTHLY GIS FEE \$657.78

5128/161219 MARCH 18 MPO MONTHLY GIS FEE \$6,258.89

**Subtotal for Cost Center Metropolitan Planning:** **\$6,916.67**

160778 CAHC JANUARY 2018 ICE TIME \$2,762.92

161390 CAHC FEB ICE TIME \$1,802.07

**Subtotal for Cost Center Social Community Services:** **\$4,564.99**

**Vendor Subtotal:** **\$11,481.66**

## CITY OF CASPER - BALEFILL

525/161337 SANITATION \$15.98

525/161139 SANITATION \$15.04

**Subtotal for Cost Center Hogadon:** **\$31.02**

2772/161141 SANITATION \$5,593.00

2772/161174 SANITATION \$5,029.43

2772/161276 SANITATION \$438.51

2772/161235-256 SANITATION \$10,412.38

2772/161075 SANITATION \$5,047.76

2772/161102 SANITATION \$404.20

2772/161312 SANITATION \$5,646.58

2772/161295 SANITATION \$5,776.77

2772/161338 SANITATION \$5,136.12

161367 BALEFILL IMPORT \$4,872.96

161404 BALEFILL IMPORT \$5,105.57

161514 BALEFILL IMPORT \$5,709.09

2772/161117 SANITATION \$5,587.36

**Subtotal for Cost Center Refuse Collection:** **\$64,759.73**

1276/161140 SANITATION \$160.74

1276/161255 SANITATION \$78.49

1276/161074 SANITATION \$123.14

1276/161311 SANITATION \$167.32

161403 BALEFILL IMPORT \$120.79

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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**Subtotal for Cost Center Waste Water:** **\$650.48**

**Vendor Subtotal:** **\$65,441.23**

## CLIMB WYOMING

RIN0028503 FY18 1%#15 ONE CENT FUNDING \$39,825.75

**Subtotal for Cost Center One Cent #15:** **\$39,825.75**

**Vendor Subtotal:** **\$39,825.75**

## COMMUNICATION TECHNOLOGIES, INC.

79181 800 RADIO REPAIR \$1,127.00

**Subtotal for Cost Center Hogadon:** **\$1,127.00**

79254 REPAIRS TO UNITE 101272 \$103.00

79250 REPAIRS UNIT 296 \$103.00

**Subtotal for Cost Center Police:** **\$206.00**

79253 NEW SURFACE MOUTN LIGHTS 263 \$381.00

**Subtotal for Cost Center Police Equipment:** **\$381.00**

**Vendor Subtotal:** **\$1,714.00**

## COMMUNITY ACTION PARTNERSHIP OF NC

RIN0028450 FY18 1%#15 ONE CENT FUNDING \$6,666.68

RIN0028451 FY18 1%#15 ONE CENT FUNDING \$57,594.99

**Subtotal for Cost Center Social Community Services:** **\$64,261.67**

**Vendor Subtotal:** **\$64,261.67**

## COMTRONIX, INC.

20056159 FIRE ALARM MONITORING \$183.00

**Subtotal for Cost Center Hogadon:** **\$183.00**

**Vendor Subtotal:** **\$183.00**

## CRIME SCENE INFORMATION

157-12-073 CRIME STOPPERS LINE \$86.25

**Subtotal for Cost Center Police:** **\$86.25**

**Vendor Subtotal:** **\$86.25**

## DAVID FERGUSON

2418 STEEL TOE BOOTS, PER POLICY \$64.99

**Subtotal for Cost Center Sewer:** **\$64.99**



# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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<b>Vendor Subtotal:</b>	<b>\$64.99</b>
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## DAVID GARLAND

RIN0028460 STEEL TOE WORKBOOTS DGARLAND	\$75.00
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<b>Subtotal for Cost Center Waste Water:</b>	<b>\$75.00</b>
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<b>Vendor Subtotal:</b>	<b>\$75.00</b>
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## DELL MARKETING LP

10228766021 OFFICE365 LICENSE RENEWAL 2018	\$378.00
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<b>Subtotal for Cost Center Aquatics:</b>	<b>\$378.00</b>
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10228766021 OFFICE365 LICENSE RENEWAL 2018	\$1,984.48
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<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,984.48</b>
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10228766021 OFFICE365 LICENSE RENEWAL 2018	\$661.49
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<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$661.49</b>
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10228766021 OFFICE365 LICENSE RENEWAL 2018	\$283.50
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<b>Subtotal for Cost Center Cemetery:</b>	<b>\$283.50</b>
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10228766021 OFFICE365 LICENSE RENEWAL 2018	\$472.50
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<b>Subtotal for Cost Center City Attorney:</b>	<b>\$472.50</b>
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10228766021 OFFICE365 LICENSE RENEWAL 2018	\$283.50
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<b>Subtotal for Cost Center City Clerk:</b>	<b>\$283.50</b>
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10228766030 AZURE MONETARY COMMIT ENTERPRI	\$1,237.07
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10228766021 OFFICE365 LICENSE RENEWAL 2018	\$566.99
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<b>Subtotal for Cost Center City Manager:</b>	<b>\$1,804.06</b>
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10228766021 OFFICE365 LICENSE RENEWAL 2018	\$850.49
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<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$850.49</b>
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10228766021 OFFICE365 LICENSE RENEWAL 2018	\$1,889.98
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<b>Subtotal for Cost Center Communications Center:</b>	<b>\$1,889.98</b>
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10228766021 OFFICE365 LICENSE RENEWAL 2018	\$850.50
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<b>Subtotal for Cost Center Council:</b>	<b>\$850.50</b>
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10228766021 OFFICE365 LICENSE RENEWAL 2018	\$850.49
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<b>Subtotal for Cost Center Engineering:</b>	<b>\$850.49</b>
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10228766021 OFFICE365 LICENSE RENEWAL 2018	\$755.99
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# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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10228766021 OFFICE365 LICENSE RENEWAL 2018	\$944.99
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$755.99
<b>Subtotal for Cost Center Finance:</b>	<b>\$2,456.97</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$7,181.93
<b>Subtotal for Cost Center Fire:</b>	<b>\$7,181.93</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$944.99
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$944.99</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$566.99
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$566.99</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$94.50
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$94.50</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$472.50
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$472.50</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$566.99
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$566.99</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$378.00
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$378.00</b>
10227518554 OFFICE PRO PLUS 2016 MILLER	\$345.47
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$1,511.99
<b>Subtotal for Cost Center Information Services:</b>	<b>\$1,857.46</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$1,228.49
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$1,228.49</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$850.49
10227479247 VLA OFFICE PRO PLUS	\$1,036.41
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$1,886.90</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$1,322.99
<b>Subtotal for Cost Center Parks:</b>	<b>\$1,322.99</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$566.99
<b>Subtotal for Cost Center Planning:</b>	<b>\$566.99</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$10,111.41
10231001979 SOFTWARE	\$178.04
10229922339 SOFTWARE	\$796.44

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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<b>Subtotal for Cost Center Police:</b>	<b>\$11,085.89</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$189.00
<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$189.00</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$944.99
<b>Subtotal for Cost Center Recreation:</b>	<b>\$944.99</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$661.49
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$661.49</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$472.50
<b>Subtotal for Cost Center Sewer:</b>	<b>\$472.50</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$1,039.49
<b>Subtotal for Cost Center Streets:</b>	<b>\$1,039.49</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$1,700.98
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$1,700.98</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$1,606.49
<b>Subtotal for Cost Center Water:</b>	<b>\$1,606.49</b>
10228766021 OFFICE365 LICENSE RENEWAL 2018	\$1,039.49
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$1,039.49</b>
<b>Vendor Subtotal:</b>	<b>\$48,575.01</b>
<b>DELTA DENTAL PLAN OF WY.</b>	
RIN0028482 DENTAL INSURANCE PREMIUM	\$26,794.02
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$26,794.02</b>
<b>Vendor Subtotal:</b>	<b>\$26,794.02</b>
<b>DESERT MTN. CORP.</b>	
17-58581 ICE SLICER	\$3,547.52
17-58509 ICE SLICER	\$3,569.80
17-58551 ICE SLICER	\$5,196.00
17-58175 ICE SLICER	\$4,130.73
17-58570 ICE SLICER	\$3,573.94
<b>Subtotal for Cost Center Streets:</b>	<b>\$20,017.99</b>
<b>Vendor Subtotal:</b>	<b>\$20,017.99</b>

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

<b>DOOLEY OIL, INC.</b>	105732 STOCK, 02/F2 DIESEL 8000 GAL	\$18,105.14
	104113 STOCK, 01/F1 UNLEADED 8000 GAL	\$15,543.42
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$33,648.56</b>
	<b>Vendor Subtotal:</b>	<b>\$33,648.56</b>
<b>DOUBLE D WELDING &amp; FABRICATION INC.</b>	RIN0028518 RETAINAGE RELEASE 17-022	\$3,862.50
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$3,862.50</b>
	<b>Vendor Subtotal:</b>	<b>\$3,862.50</b>
<b>DPC INDUSTRIES, INC.</b>	727000029-18 CHEMICALS NAHYPO	\$6,469.88
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$6,469.88</b>
	<b>Vendor Subtotal:</b>	<b>\$6,469.88</b>
<b>ECONOMIC DEVELOPMENT JOINT POWERS BOARD</b>	FY2018-4 4TH QTR. AGENCY FUNDING	\$105,050.46
	<b>Subtotal for Cost Center Special Reserves:</b>	<b>\$105,050.46</b>
	<b>Vendor Subtotal:</b>	<b>\$105,050.46</b>
<b>FAMILY JOURNEY CENTER</b>	02062018 FY18 1%#15 ONE CENT FUNDING	\$1,808.12
	<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$1,808.12</b>
	<b>Vendor Subtotal:</b>	<b>\$1,808.12</b>
<b>FERGUSON, JOSH</b>	0030590150 UTILITY REFUND	\$18.47
	<b>Subtotal for Cost Center Water:</b>	<b>\$18.47</b>
	<b>Vendor Subtotal:</b>	<b>\$18.47</b>
<b>FIRST DATA MERCHANT SVCS CORP.</b>	REMI1309625 CC FEES	\$2,202.57
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$2,202.57</b>
	REMI1309627 CREDIT CARD FEES	\$86.52
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$86.52</b>
	REMI1309628 CREDIT CARD FEES	\$40.17
	<b>Subtotal for Cost Center Engineering:</b>	<b>\$40.17</b>

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

REMI1309620 CREDIT CARD FEES \$1,398.21  
**Subtotal for Cost Center Finance: \$1,398.21**

REMI1309623 CREDIT CARD SERVICE \$52.04  
**Subtotal for Cost Center Metro Animal: \$52.04**

REMI1309624 FEBRUARY CREDIT CARD FEES \$235.28  
REMI1305093 CREDIT CARD FEES \$102.31  
**Subtotal for Cost Center Municipal Court: \$337.59**

REMI1309626 CREDIT CARD MACHINE \$42.79  
**Subtotal for Cost Center Police: \$42.79**

**Vendor Subtotal: \$4,159.89**

## FIRST INTERSTATE BANK

RIN0028481 YEARS OF SERVICE GIFT CARDS \$233.00  
**Subtotal for Cost Center Human Resources: \$233.00**

**Vendor Subtotal: \$233.00**

## FISCHER BODY SHOP CORP.

25271 BODY SHOP/191938/CLAIM 1159CA \$1,534.43  
**Subtotal for Cost Center Fleet Maintenance: \$1,534.43**

**Vendor Subtotal: \$1,534.43**

## FIVE TRAILS ROTARY CLUB

103656 MEMBERSHIP DUES FT \$400.00  
**Subtotal for Cost Center City Manager: \$400.00**

**Vendor Subtotal: \$400.00**

## GAO, MIA

0030279816 UTILITY REFUND \$55.47  
**Subtotal for Cost Center Water: \$55.47**

**Vendor Subtotal: \$55.47**

## GLOBAL SPECTRUM L.P.

0000589-IN MEALS-COUNCIL STRATEGIC PLNG \$604.80  
**Subtotal for Cost Center Council: \$604.80**

**Vendor Subtotal: \$604.80**

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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<b>GOLDER ASSOCIATES</b>	509011 ANNUAL COST LEACHATE COLLECITO	\$1,440.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,440.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,440.00</b>
<b>GSG ARCHITECTURE</b>	RIN0028509 DESIGN & CONST ADMIN FOR FIRE	\$7,083.75
	<b>Subtotal for Cost Center Fire:</b>	<b>\$7,083.75</b>
	<b>Vendor Subtotal:</b>	<b>\$7,083.75</b>
<b>HDR ENGINEERING, INC.</b>	1200108051 WATER RIGHTS & SUPPLY ANALYSIS	\$4,046.73
	<b>Subtotal for Cost Center Water:</b>	<b>\$4,046.73</b>
	<b>Vendor Subtotal:</b>	<b>\$4,046.73</b>
<b>HEIN-BOND, LLC</b>	18-008 DESIGN SERVICES - BALER BUILDI	\$25,650.19
	18-009 MATERIALS RECOVERY FACILITY -	\$16,172.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$41,822.19</b>
	<b>Vendor Subtotal:</b>	<b>\$41,822.19</b>
<b>HITEK COMMUNICATIONS</b>	2270 CATC SECURITY IMPROVEMENTS	\$3,777.60
	2270 CATC SECURITY IMPROVEMENTS	\$944.40
	<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$4,722.00</b>
	<b>Vendor Subtotal:</b>	<b>\$4,722.00</b>
<b>HOMAX OIL SALES, INC.</b>	0400495-IN STOCK, DIESEL 02/F2 8602 GAL	\$20,262.82
	0401648-IN STOCK, 80-90 AND TRANSYND	\$3,442.70
	0401885-IN STOCK, SUMMITFGCS#1 50 QTY	\$559.45
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$24,264.97</b>
	0401198-IN EQUIPMENT FUEL	\$5,015.64
	<b>Subtotal for Cost Center Hogadon:</b>	<b>\$5,015.64</b>
	<b>Vendor Subtotal:</b>	<b>\$29,280.61</b>

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

<b>ITC ELECTRICAL TECHNOLOGIES</b>	24627 GW #3 VFD REPAIR	\$925.05
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$925.05</b>
	<b>Vendor Subtotal:</b>	<b>\$925.05</b>
<b>JESSE MORGAN</b>	RIN0028514 TRAVEL EXPENSES	\$1,455.27
	<b>Subtotal for Cost Center Council:</b>	<b>\$1,455.27</b>
	<b>Vendor Subtotal:</b>	<b>\$1,455.27</b>
<b>KENNETH ROLLISON</b>	RIN0028444 CLOTHING ALLOWANCE-BOOTS	\$51.99
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$51.99</b>
	<b>Vendor Subtotal:</b>	<b>\$51.99</b>
<b>KERRI HAWTHORNE</b>	RIN0028516 HOGADON DEPOSIT REFUND	\$500.00
	<b>Subtotal for Cost Center Hogadon:</b>	<b>\$500.00</b>
	<b>Vendor Subtotal:</b>	<b>\$500.00</b>
<b>KIMLEY-HORN AND ASSOCIATES</b>	291206000-0118 MPO STRATEGIC PARKING PLAN	\$903.26
	291206000-0118 MPO STRATEGIC PARKING PLAN	\$8,594.79
	<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$9,498.05</b>
<b>Vendor Subtotal:</b>	<b>\$9,498.05</b>	
<b>KTWO TELEVISION</b>	21341 & 21451 TV ADS	\$1,160.00
	21539 TV ADS	\$400.00
	<b>Subtotal for Cost Center Hogadon:</b>	<b>\$1,560.00</b>
<b>Vendor Subtotal:</b>	<b>\$1,560.00</b>	
<b>LEADER'S EDGE CONSULTING</b>	2281R FACILITATOR TRAVEL COSTS	\$292.13
	<b>Subtotal for Cost Center Council:</b>	<b>\$292.13</b>
	<b>Vendor Subtotal:</b>	<b>\$292.13</b>
<b>LINCOLN NATL. LIFE INS. CO.</b>	RIN0028485 LIFE INSURANCE PREMIUMS	\$267.27

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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**Subtotal for Cost Center Health Insurance:** **\$267.27**

**Vendor Subtotal:** **\$267.27**

## LONG BUILDING TECHNOLOGIES

SRVCE0089089 REPAIR HEAT UNIT \$1,539.23

**Subtotal for Cost Center Balefill:** **\$1,539.23**

SRVCE0088971 AC MAINTENANCE SERVER ROOM \$1,183.02

**Subtotal for Cost Center Information Services:** **\$1,183.02**

SRVCE0088924 DOOR STRIKE REPLACE \$481.35

**Subtotal for Cost Center Police:** **\$481.35**

SRVCE0089142 GENERATOR TESTING HVAC \$616.55

**Subtotal for Cost Center Water Treatment Plant:** **\$616.55**

**Vendor Subtotal:** **\$3,820.15**

## M.G. OIL COMPANY

IN-353450A STOCK, 5W20B 2200 QTS \$5,577.00

**Subtotal for Cost Center Fleet Maintenance:** **\$5,577.00**

**Vendor Subtotal:** **\$5,577.00**

## MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

AR-24 INTERNET DOMAIN RENEWAL \$99.00

**Subtotal for Cost Center Hogadon:** **\$99.00**

**Vendor Subtotal:** **\$99.00**

## NALCO CHEMICAL CO.

66492420 FERROUS CHLORIDE NPSSI-CCF \$16,200.00

**Subtotal for Cost Center Waste Water:** **\$16,200.00**

**Vendor Subtotal:** **\$16,200.00**

## NATIONAL BENEFIT SERVICES

633183 PLAN ADMIN FEES \$411.75

639923 PLAN ADMIN FEES \$411.75

635713 PLAN ADMIN FEES \$54.00

020282 PLAN ADMIN FEES \$3.05

623105-C PLAN ADMIN FEES \$3.05

**Subtotal for Cost Center Health Insurance:** **\$883.60**



# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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**Vendor Subtotal:** **\$883.60**

**NATRONA COUNTY -  
SHERIFFS' OFFICE**

2977 ADULT PRISONER CARE DEC 2017 \$80,670.24  
2976 ADULT PRISONER CARE JAN 2018 \$84,349.20  
**Subtotal for Cost Center Police:** **\$165,019.44**

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**Vendor Subtotal:** **\$165,019.44**

**NATRONA COUNTY HEALTH  
DEPT.**

new201900042 INSPECTION \$50.00  
**Subtotal for Cost Center Ice Arena:** **\$50.00**

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**Vendor Subtotal:** **\$50.00**

**NOSTRUM, TIMOTHY**

0030590152 UTILITY REFUND \$51.62  
**Subtotal for Cost Center Water:** **\$51.62**

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**Vendor Subtotal:** **\$51.62**

**OHLSON LAVOIE  
CORPORATION**

113016 MARION KREINER SPLASH PAD \$543.00  
**Subtotal for Cost Center Aquatics:** **\$543.00**

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**Vendor Subtotal:** **\$543.00**

**ONE CALL OF WY.**

47730 FEB18 LOCATE TICKETS \$99.21  
**Subtotal for Cost Center Sewer:** **\$99.21**

47730 FEB18 LOCATE TICKETS \$121.29  
**Subtotal for Cost Center Water:** **\$121.29**

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**Vendor Subtotal:** **\$220.50**

**P-CARD VENDORS**

00071203 CASPER STAR TRIBUNE - Purchase \$501.68  
**Subtotal for Cost Center Aquatics:** **\$501.68**

00071222 CASPER STAR TRIBUNE - Purchase \$511.16  
00070996 SUMMIT ELECTRIC, INC. - Purcha \$2,630.03  
00070721 HOMEDEPOT.COM - Purchase \$149.75  
00070738 BEARING BELTCHAIN00244 - Purch \$879.20  
00070773 PILOT 00007591 - Purch \$18.00

# Bills & Claims

03/21/2018 to 04/03/2018

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00071111 HOSE & RUBBER SUPPLY C - Purch	\$10.71
00071289 SOURCE OFFICE - VITAL - Purcha	\$13.79
00071079 WYOMING MACHINERY CO - Purchas	\$225.12
00071101 WYOMING MACHINERY CO - Purchas	\$1,305.70
00071117 WYOMING MACHINERY CO - Purchas	\$2,376.75
00071142 REXEL 3212 - Purchase	\$866.64
00071157 REXEL 3212 - Purchase	\$602.23
00071184 INTUIT IN ICLEAN307 - Purcha	\$2,150.00
00071444 BEARING BELTCHAIN00244 - Purch	\$356.97
00071456 WYOMING MACHINERY CO - Purchas	\$359.65
00071469 AIRGAS CENTRAL - Purchase	\$420.47
00071477 WYOMING MACHINERY CO - Purchas	\$332.62
00071488 GCR TIRE #751 - Purchase	\$26,736.00
00071495 EATON SALES & SERVICE - Purcha	\$340.10
00071541 BARGREEN WYOMING 25 - Purchase	\$84.00
00070886 INT IN RECYKLING INDU - Purch	\$5,250.00
00071067 AGP PROPANE SERVICES - Purchas	\$675.78
00071076 WYOMING MACHINERY CO - Purchas	\$1,008.58
00070686 VZWRLSS MY VZ VB P - Purchase	\$200.05
00071210 CASPER STAR TRIBUNE - Purchase	\$750.26
00070558 AIRGAS CENTRAL - Purchase	\$200.18
00070625 AIRGAS CENTRAL - Purchase	\$95.56
00070656 HOSE & RUBBER SUPPLY C - Purch	\$22.28
00070671 VERMEER SALES & SVCS O - Purch	\$2,157.30
00070676 WYOMING MACHINERY CO - Purchas	\$913.87
00070702 REXEL 3212 - Purchase	\$930.69
00070712 HOSE & RUBBER SUPPLY C - Purch	\$221.00
00070759 GCR TIRE #751 - Purchase	\$756.25
00070788 BAILEYS ACE HDWE - Purchase	\$55.56
00070814 ALSCO INC. - Purchase	\$328.64
00070820 GCR TIRE #751 - Purchase	\$26,896.00
00070871 WYOMING MACHINERY CO - Purchas	\$464.89
00070894 WYOMING MACHINERY CO - Purchas	\$2,502.74
00070959 WONDER WASH - TRAVIS - Purchas	\$10.00
00070964 SOURCE OFFICE - VITAL - Purcha	\$70.50
00070969 WYOMING MACHINERY CO - Credit	-\$776.79
00071008 LOAF N JUG #0131 Q81 - Purch	\$17.80
00071027 PILOT 00007591 - Purch	\$15.90
00071033 BAILEYS ACE HDWE - Purchase	\$16.74
00071104 TOWNE PARK LTD-0395QPS - Purch	\$120.00
00071123 SHERATON DENVER - Purchase	\$656.31
00071126 EATON SALES & SERVICE - Purcha	\$11.00
00071146 MENARDS CASPER WY - Purchase	\$48.18
00071163 WAL-MART #1617 - Purchase	\$34.93
00071177 WYOMING MACHINERY CO - Credit	-\$137.08

# Bills & Claims

03/21/2018 to 04/03/2018

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00071221 DEWITT WATER SYS & SER - Purch	\$800.00
00071246 MURDOCH'S RANCH & HOME - Purch	\$25.98
00071254 BLACK HILLS UTILITY - Purchase	\$73.50
00071342 WEAR PARTS INC - Purchase	\$33.56
00071421 COCA COLA BOTTLING CO - Purcha	\$14.70
00071516 AIRGAS CENTRAL - Credit	-\$398.32
00071525 BAILEYS ACE HDWE - Purchase	\$21.99
00071537 FASTENAL COMPANY01 - Purchase	\$6.85
00071593 BAILEYS ACE HDWE - Purchase	\$25.06
<b>Subtotal for Cost Center Balefill:</b>	<b>\$84,489.33</b>
00070299 LONG BLDG. TECHNOLOGIE - Purch	\$265.00
00070885 PAYPAL FALCONEYEGL - Purchase	\$1,339.60
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$1,604.60</b>
00070110 BLOEDORN LUMBER CASPER - Credi	-\$34.64
00070120 BLOEDORN LUMBER CASPER - Purch	\$34.64
00070303 WW GRAINGER - Purchase	\$116.32
00070330 WOODWORKERS SUPPLY, I - Purcha	\$46.98
00070346 0970 CED - Purchase	\$40.00
00070350 SHERWIN WILLIAMS 70343 - Purch	\$87.68
00070357 WOODWORKERS SUPPLY, I - Purcha	\$35.12
00070365 WW GRAINGER - Purchase	\$111.53
00070381 BAILEYS ACE HDWE - Purchase	\$44.99
00070392 CASPER WINNELSON CO - Purchase	\$84.10
00070399 CRESCENT ELECTRIC 103 - Purcha	\$69.20
00070467 CRESCENT ELECTRIC 103 - Purcha	\$32.63
00070532 DIAMOND VOGEL PAINT #7 - Purch	\$28.08
00070550 CRESCENT ELECTRIC 103 - Purcha	\$6.25
00070688 BAILEYS ACE HDWE - Purchase	\$1.20
00070716 APPLIED IND TECH 2733 - Purcha	\$143.96
00070860 BAILEYS ACE HDWE - Purchase	\$8.59
00070887 BAILEYS ACE HDWE - Purchase	\$7.52
00070986 CASPER WINNELSON CO - Purchase	\$127.30
00071037 BAILEYS ACE HDWE - Credit	-\$0.01
00071052 CASPER WINNELSON CO - Purchase	\$87.62
00071198 CASPER WINNELSON CO - Purchase	\$29.37
00070557 SP 1890 INC - Purchase	\$342.80
00070568 FERGUSON ENT #3069 - Purchase	\$430.11
00070609 SUMMIT ELECTRIC, INC. - Purcha	\$99.64
00070867 SUPPLYHOUSE.COM - Purchase	\$247.75
00071235 WW GRAINGER - Purchase	\$83.88
00071257 WW GRAINGER - Purchase	\$154.53
00071359 THE HOME DEPOT #6001 - Purchas	\$188.16
00071372 THE HOME DEPOT #6001 - Credit	-\$33.63

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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00071381 THE HOME DEPOT #6001 - Purchas	\$42.21
00071438 SHERWIN WILLIAMS 70343 - Purch	\$44.29
00071442 THE HOME DEPOT #6001 - Purchas	\$22.94
00071127 WW GRAINGER - Purchase	\$95.88
00070650 WW GRAINGER - Purchase	\$53.51
00070661 SAMS CLUB #6425 - Purchase	\$325.37
00070782 NORCO INC - Purchase	\$310.24
00070868 WW GRAINGER - Purchase	\$77.49
00070913 NORCO INC - Purchase	\$57.80
00070941 MENARDS CASPER WY - Purchase	\$50.67
00070944 RMI WYOMING INC - Purchase	\$50.64
00070951 NORCO INC - Purchase	\$848.78
00071010 WW GRAINGER - Purchase	\$83.30
00071011 DIAMOND VOGEL PAINT #7 - Purch	\$17.10
00071191 SHEET METAL SPECIALTIE - Purch	\$42.22
00070067 WOODWORKERS SUPPLY, I - Purcha	\$44.13
00070582 CASPER WINNELSON CO - Purchase	\$43.50
00070819 BAILEYS ACE HDWE - Purchase	\$3.00
00071129 CASPER WINNELSON CO - Purchase	\$403.47
00070662 DENNIS SUPPLY COMPANY - Purcha	\$4.55
00071234 GEORGE T SANDERS 20 - Purchase	\$11.16
00071253 GEORGE T SANDERS 20 - Purchase	\$160.20
00071264 BLOEDORN LUMBER CASPER - Purch	\$13.91
00071335 DIAMOND VOGEL PAINT #7 - Purch	\$34.20
00071341 CRUM ELECTRIC SUPPLY C - Purch	\$11.32
00071344 CASPER WINNELSON CO - Purchase	\$21.00
00071361 CASPER WINNELSON CO - Purchase	\$65.83
00071367 HARBOR FREIGHT TOOLS 3 - Purch	\$16.78
00071378 Prairie Pella Wyoming - Purcha	\$250.25
00071398 DIAMOND VOGEL PAINT #7 - Purch	\$17.10
00071422 BAILEYS ACE HDWE - Purchase	\$14.69
00071423 CASPER WINNELSON CO - Purchase	\$29.70
00070814 ALSICO INC. - Purchase	\$194.50
00070878 DENNIS SUPPLY COMPANY - Purcha	\$70.94
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$6,154.34</b>
00070825 SOUTH WEST TRANSIT ASS - Purch	\$407.20
00070825 SOUTH WEST TRANSIT ASS - Purch	\$42.80
00070876 AC DBC FS PIZZA TENNYS - Purch	\$12.31
00070876 AC DBC FS PIZZA TENNYS - Purch	\$1.29
00070924 CHADA THAI - Purchase	\$30.95
00070924 CHADA THAI - Purchase	\$3.25
00071035 SQU SQ STARRY NIGHT E - Purch	\$2.73
00071035 SQU SQ STARRY NIGHT E - Purch	\$0.29
00071062 SHELL OIL 12583655001 - Purcha	\$20.22

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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00071062 SHELL OIL 12583655001 - Purcha	\$2.13
00071075 SHELL OIL 57444302202 - Purcha	\$19.67
00071075 SHELL OIL 57444302202 - Purcha	\$2.07
00071091 97019 - TREMONT GARAGE - Purch	\$12.67
00071091 97019 - TREMONT GARAGE - Purch	\$1.33
<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$558.91</b>
00070901 SEARS ROEBUCK 2341 - Purchas	\$23.39
00071202 STOTZ EQUIP-CASPER- - Purchase	\$51.57
00071447 ALL-OUT FIRE EXTINGUIS - Purch	\$245.00
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$319.96</b>
00070221 XEROX CORPORATION/RBO - Purcha	\$31.38
00070510 CARLS JR 7773 1730 - Purchase	\$6.36
00070191 LA COCINA - Purchase	\$36.25
00070309 CPU IIT - Purchase	\$118.39
00070771 ATLAS OFFICE PRODUCTS - Purcha	\$14.88
00070778 ATLAS OFFICE PRODUCTS - Purcha	\$54.54
00070341 EXXONMOBIL 45948593 - Purch	\$3.39
00070427 TST CHEYENNE RIB AND - Purcha	\$36.59
00070474 RADISSON HOTEL - Purchase	\$170.00
00070533 LOAF N JUG #0119 Q81	\$32.83
00070724 CASPER STAR TRIBUNE - Purchase	\$429.59
00070808 COMTRONIX - Purchase	\$78.00
00071077 3OH7 HOSPITALITY LLC - Purchas	\$31.78
00071144 ATLAS OFFICE PRODUCTS - Purcha	\$63.28
00070853 STAPLES 00114181 - Purch	\$99.99
<b>Subtotal for Cost Center City Manager:</b>	<b>\$1,207.25</b>
00070272 VZWRLSS MY VZ VB P	\$45.37
00071388 VZWRLSS IVR VB - Purchase	\$120.03
00070831 NETWORK FLEET. INC. - Purchase	\$227.40
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$392.80</b>
00071003 CHARTER COMM - Purchase	\$79.88
00071103 DTV DIRECTV SERVICE - Purchase	\$91.29
00071223 INT IN ATLAS PREMIER - Purcha	\$1,500.00
00070990 VZWRLSS IVR VB - Purchase	\$123.52
00070988 AT&T 0512212711001 - Purcha	\$63.56
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$1,858.25</b>
00069595 SAMSClub #6425 - Purchase	\$56.62
00070164 USPS PO 5715580945 - Purchase	\$10.88
00070173 SAMSClub #6425 - Purchase	\$63.46
00070209 CASPER STAR TRIBUNE - Purchase	\$556.80

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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00070228 CASPER STAR TRIBUNE - Purchase	\$1,220.20
00070251 CASPER STAR TRIBUNE - Purchase	\$880.80
00070270 SQ SQ VENTURE TECHNO - Purch	\$46.12
00071532 CASPER STAR TRIBUNE - Purchase	\$181.72
00071572 CASPER STAR TRIBUNE - Purchase	\$181.72
00071624 EGGINGTONS - Purchase	\$67.83
00070832 ATLAS OFFICE PRODUCTS - Purcha	\$9.45
00070408 SUBWAY 00297051 - Purch	\$15.50
00070454 EXXONMOBIL 47736855 - Purch	\$30.00
00070491 RADISSON HOTEL - Purchase	\$85.00
00070554 RADISSON HOTEL - Purchase	\$170.00
00070567 RADISSON HOTEL - Purchase	\$170.00
00070622 BIG D #53 - Purchase	\$53.00
00070686 VZWRLSS MY VZ VB P - Purchase	\$852.02
00070711 HILTON GARDEN INN - Purchase	\$228.74
<b>Subtotal for Cost Center Council:</b>	<b>\$4,879.86</b>
00071384 QUALITY OFFICE SOLUTIO - Purch	\$239.99
00071616 SQ SQ VENTURE TECHNO - Purch	\$458.95
<b>Subtotal for Cost Center Engineering:</b>	<b>\$698.94</b>
00070349 AMAZON MKTPLACE PMTS W - Purch	\$379.99
00070380 AMAZON MKTPLACE PMTS - Purchas	\$44.95
00071175 TIMKEN MOTOR AND CRANE - Purch	\$345.00
00070272 VZWRLSS MY VZ VB P	\$22.69
00070363 AMAZON MKTPLACE PMTS - Purchas	\$35.00
00070480 ATLAS OFFICE PRODUCTS - Purcha	\$65.54
00070598 DISPLAYS2GO - Purchase	\$33.02
00070658 USPS PO 5715580945 - Purchase	\$1,260.00
00070689 ATLAS OFFICE PRODUCTS - Purcha	\$81.24
00070884 DISPLAYS2GO - Purchase	\$78.86
00071369 RYAN HERCO - MOTO - Purchase	\$30.78
00071374 ATLAS OFFICE PRODUCTS - Purcha	\$88.92
00071430 SUTHERLANDS 2219 - Purchase	\$156.84
00071432 NORCO INC - Purchase	\$4.08
<b>Subtotal for Cost Center Finance:</b>	<b>\$2,626.91</b>
00070525 WPSG, INC - Purchase	\$241.96
00070605 King Schools, Inc. - Purchase	\$129.00
00070621 VZWRLSS MY VZ VB P - Purchase	\$1,903.53
00070632 VZWRLSS MY VZ VB P - Purchase	\$120.03
00070635 FEDEX 789872220436 - Purchase	\$33.36
00070638 INT'L CODE COUNCIL INC - Purch	\$79.00
00070640 King Schools, Inc. - Purchase	\$129.00
00070649 GUS GLOBALSTAR USA - Purchase	\$997.65

# Bills & Claims

03/21/2018 to 04/03/2018

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00070744 AIR SOLUTIONS INC - Purchase	\$247.45
00070751 LETZ'S RADIO SUPPLY - Purchase	\$899.00
00070760 INT IN CASPER SAFETY - Purcha	\$378.00
00070810 COWBOY AUTO SPA - Purchase	\$9.52
00070823 COMTRONIX - Purchase	\$732.00
00070843 PRAETORIAN GROUP INC - Purchas	\$4,698.75
00070851 DOUGH ENTERPRISES LLC - Purcha	\$217.00
00070859 FEDEX 771696438970 - Purchase	\$61.34
00070880 INTERSTATE ALL BATTERY - Purch	\$451.80
00070883 WM SUPERCENTER #1617 - Purchas	\$139.00
00070888 King Schools, Inc. - Purchase	\$129.00
00071080 AIR SOLUTIONS INC - Purchase	\$732.35
00071086 INT IN NATIONWIDE SUP - Purch	\$147.00
00069817 COMMUNICATION TECHNOLO - Purch	\$16.45
00069938 WALGREENS #7462 - Purchase	\$77.25
00069941 BAILEYS ACE HDWE - Purchase	\$43.97
00070023 EXXONMOBIL 47626544 - Purch	\$39.81
00070223 BAILEYS ACE HDWE - Purchase	\$17.54
00070260 EB WY FIRE SCHOOL - Purchase	\$80.00
00070430 THE HOME DEPOT #6001 - Purchas	\$97.27
00070488 King Schools, Inc. - Purchase	\$129.00
00070727 EASTRIDGE CAR WASH - Purchase	\$10.00
00070284 THE HOME DEPOT #6001 - Purchas	\$59.98
00070523 EXXONMOBIL 47626544 - Purch	\$74.31
00070974 BARGREEN WYOMING 25 - Purchase	\$79.88
00071170 WM SUPERCENTER #3778 - Purchas	\$10.69
00066917 ANDERSON CARPET CLEANI - Purch	\$131.25
00070469 WYOMING CAMERA - Purchase	\$2,659.93
00070770 GOVX INC - Purchase	\$904.80
00070779 MURDOCH'S RANCH & HOME - Purch	\$35.68
00070802 STAPLES 00114181 - Purch	\$18.49
00070082 BARGREEN WYOMING 25 - Purchase	\$93.80
00070083 CASPER COLLEGE - Purchase	\$110.00
00070122 THE HOME DEPOT #6001 - Purchas	\$28.88
00070237 ATLAS OFFICE PRODUCTS - Purcha	\$249.56
00070521 WAL-MART #3778 - Purchase	\$25.66
00070545 EXXONMOBIL 47626544 - Purch	\$39.03
00070578 THE HOME DEPOT #6001 - Purchas	\$21.97
00070594 THE HOME DEPOT 6001 - Purchase	\$260.72
00070596 SUTHERLANDS 2219 - Purchase	\$59.75
00070723 EXXONMOBIL 47626544 - Purch	\$8.30
00070740 EXXONMOBIL 47626544 - Purch	\$98.68
00070827 EXXONMOBIL 47626544 - Purch	\$35.79
00070857 VERSATEL COMMUNICATION - Purch	\$489.00
00070920 MERBACK AWARDS COMPANY - Purch	\$27.50

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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00070923 INT IN CASPER SAFETY - Purcha	\$900.00
00071015 EXXONMOBIL 47626544 - Purch	\$2.03
00071028 EXXONMOBIL 47626544 - Purch	\$74.80
00071132 EXXONMOBIL 47626544 - Purch	\$42.28
00071267 SQU SQ WYOMING OFFICE - Purch	\$85.55
00071285 WPSG, INC - Purchase	\$274.18
00071302 INT IN JOHNSON ROBERT - Purch	\$65.00
00071303 ARCHITECTURALGLAZINGCO - Purch	\$90.00
00071313 LN CURTIS - Purchase	\$750.00
00071326 CASPER FIRE EXTINGUISH - Purch	\$38.91
00071346 COMMUNICATION TECHNOLO - Purch	\$516.60
00071360 LN CURTIS - Purchase	\$50.00
00071407 ROCKYMOUNTAINFIRESYSIN - Purch	\$727.00
00071425 NORCO INC - Purchase	\$1,078.87
00071437 CASPER FIRE EXTINGUISH - Purch	\$138.25
00071539 SQ SQ VENTURE TECHNO - Purch	\$30.75
<b>Subtotal for Cost Center Fire:</b>	<b>\$23,374.90</b>
00070490 SAMSCLUB #6425 - Purchase	\$10.38
00070490 SAMSCLUB #6425 - Purchase	\$19.98
00070479 AMAZON MKTPLACE PMTS W - Purch	\$7.05
00070642 CAPITAL BUSINESS SYSTE - Purch	\$34.00
00070762 CMI-TECO - Purchase	\$206.91
00070777 COMTRONIX - Purchase	\$108.00
00070807 ALSCO INC. - Purchase	\$595.78
00070822 CASPER TIRE 0000705 - Purchase	\$20.00
00070915 CMI-TECO - Purchase	\$188.53
00070933 NAPA	-\$38.55
00070933 NAPA	\$1,642.39
00070933 BEARING BELTCHAIN00244 - Purch	\$149.50
00070933 NAPA	-\$74.55
00070948 CASPER STAR TRIBUNE - Purchase	\$137.68
00070975 AMERI-TECH EQUIPMENT C - Purch	\$110.11
00070994 BRAKE SUPPLY COMPANY I - Purch	\$742.50
00071066 HENSLEY BATTERY&ELEC - Purchas	\$211.60
00071074 BAILEYS ACE HDWE - Purchase	\$17.97
00071116 ATLAS OFFICE PRODUCTS - Purcha	\$283.56
00071148 ALBERTSONS #0062 - Purchase	\$31.99
00071150 CENTRAL TRUCK AND DIES - Purch	\$109.36
00071158 BEARING BELTCHAIN00244 - Purch	\$9.28
00071196 CENTRAL TRUCK AND DIES - Purch	\$109.36
00071260 WW GRAINGER - Purchase	\$25.50
00071275 TITAN MACHINERY - GILL - Purch	\$57.66
00071280 WW GRAINGER - Purchase	\$27.68
00071287 STOTZ EQUIP-CASPER- - Credit	-\$355.96



# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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00071297 SPARTANCHASSIS (APA) - Purchas	\$298.20
00071357 S&S CASPER - SERVICE - Purchas	\$1,042.72
00071377 STOTZ EQUIP-CASPER- - Purchase	\$1,353.02
00071411 WW GRAINGER - Purchase	\$27.19
00071434 WW GRAINGER - Purchase	\$102.00
00071095 GOODYEAR COMMERCIAL TI - Purch	\$2,178.00
00071096 INT IN NUTECH SPECIAL - Purch	\$206.00
00071096 INT IN NUTECH SPECIAL - Purch	\$515.00
00071102 STOTZ EQUIP-CASPER- - AM132874	\$111.94
00071128 DRIVE TRAIN CASPER - STOCK	\$234.84
00071130 GREINER FORD LINCOLN O - Purch	\$27.72
00071131 DRIVE TRAIN CASPER - STOCK BUL	\$5.40
00071134 HENSLEY BATTERY&ELEC - Purchas	\$317.40
00071166 DECKER AUTO GLASS - Purchase	\$186.25
00071178 THE HOME DEPOT #6001 - Purchas	\$149.82
00071190 DECKER AUTO GLASS - Purchase	\$225.07
00071199 HENSLEY BATTERY&ELEC - Purchas	\$71.22
00071220 PARTMASTER - SHOP SUPPLIES	\$251.16
00071226 PRECISION KNIFE & TOOL - Purch	\$485.52
00070272 VZWRLSS MY VZ VB P	\$22.69
00070767 NORCO INC SCRUBBS COM - Purcha	\$101.11
00070783 STOTZ EQUIP-CASPER- - O-RING,D	\$4,480.36
00070797 WYOMING MACHINERY CO - Purchas	\$132.80
00070818 STOTZ EQUIP-CASPER- - Credit	-\$35.92
00070829 NORCO INC - Purchase	\$139.53
00070831 NETWORK FLEET. INC. - Purchase	\$18.95
00070839 STOTZ EQUIP-CASPER- - Purchase	\$790.97
00070845 SQU SQ ATLANTIC ELECT - Purch	\$256.38
00070846 GOODYEAR COMMERCIAL TI - Purch	\$798.12
00070864 GOODYEAR COMMERCIAL TI - 26.5-	\$178.00
00070872 DECKER AUTO GLASS - Purchase	\$65.00
00070872 DECKER AUTO GLASS - Purchase	\$260.00
00070882 WW GRAINGER - Purchase	\$16.64
00070890 GREINER FORD LINCOLN O - Purch	\$179.08
00070926 JACKS TRUCK AND EQUIPM - Purch	\$114.26
00070930 GOODYEAR COMMERCIAL TI - 245/5	\$1,064.16
00070950 JACKS TRUCK AND EQUIPM - Purch	\$129.20
00070965 STOTZ EQUIP-CASPER- - Credit S	-\$1,275.06
00070985 WHITES MOUNTAIN - SENSOR	\$332.21
00070989 GOODYEAR COMMERCIAL TI - Purch	\$626.32
00071016 GOODYEAR COMMERCIAL TI - Purch	\$572.00
00071055 GREINER FORD LINCOLN O - Purch	\$179.08
00071068 GREINER FORD LINCOLN O - Purch	\$24.33
00071084 HENSLEY BATTERY&ELEC - battery	\$87.16
00071087 GREINER FORD LINCOLN O - Purch	\$3.86

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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00071120 JACKS TRUCK AND EQUIPM - Purch	\$332.16
00071345 GOODYEAR COMMERCIAL TI - Purch	\$550.68
00071413 CASPER TIRE 0000705 - Purchase	\$15.00
00071433 AMERI-TECH EQUIPMENT C - Purch	\$769.27
00071499 SQU SQ MAD TRANSPORTA - Purch	\$155.00
00071032 AMERI-TECH EQUIPMENT C - Purch	\$309.00
00071161 AMAZON MKTPLACE PMTS - Purchas	\$19.24
00070641 GREINER FORD LINCOLN O - Purch	\$34.29
00070909 JACKS TRUCK AND EQUIPM - Purch	\$104.22
00070873 MCCOY SALES CORPORATIO - Purch	\$232.84
00071239 GOODYEAR COMMERCIAL TI - Purch	\$235.10
00071241 GREINER FORD LINCOLN O - Purch	\$20.95
00071244 GOODYEAR COMMERCIAL TI - Purch	\$340.32
00071259 GOODYEAR COMMERCIAL TI - Purch	\$371.40
00071262 GREINER FORD LINCOLN O - Purch	\$69.95
00071268 HOSE & RUBBER SUPPLY C - Purch	\$15.79
00071293 GREINER FORD LINCOLN O - Purch	\$25.20
00071312 BEARING BELTCHAIN00244 - Purch	\$2,658.63
00071315 GREINER FORD LINCOLN O - Purch	\$104.69
00071322 GOODYEAR COMMERCIAL TI - Purch	\$1,197.18
00071325 HENSLEY BATTERY&ELEC - Purchas	\$60.31
00071333 GREINER FORD LINCOLN O - Purch	\$179.08
00071338 GREINER FORD LINCOLN O - Purch	\$28.84
00071362 GOODYEAR COMMERCIAL TI - Purch	\$286.00
00071385 KELLYS ALIGNMENT AND B - Purch	\$128.00
00071399 PURVIS INDUSTRIES 67 - Purchas	\$296.50
00071414 GREINER FORD LINCOLN O - Purch	\$23.10
00071428 CASPER TIRE 0000705 - Purchase	\$125.00
00071505 GREINER FORD LINCOLN O - Purch	\$69.95
00071288 DECKER AUTO GLASS - Purchase	\$250.41
00071301 BANNER FIRE EQUIPMENT - Purcha	\$1,081.96
00071396 BEST BUY 00015271 - Purch	\$9.98
00071448 AMERI-TECH EQUIPMENT C - Purch	\$74.29
00071455 AMAZON MKTPLACE PMTS W - Purch	\$249.00
00071457 AMAZON MKTPLACE PMTS - Purchas	\$73.80
00071473 KELLYS ALIGNMENT AND B - Purch	\$63.00
00071491 ACE RADIATOR SERVICE - Purchas	\$2,054.00
00071504 AmazonPrime Membership - Purch	\$99.00
00071506 CASPER TIRE 0000705 - Purchase	\$75.00
00071508 INT IN ON THE HOOK LL - Purch	\$225.00
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$34,450.54</b>
00070699 INTERSTATE ALL BATTERY - Purch	\$28.75
00070720 WPY Visit Cheyenne - Purchase	\$210.00
00071332 USPS PO 5762700491 - Purchase	\$16.31

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$255.06</b>
00070841 FARCOUNTRY PRESS - Purchase	\$363.45
00070917 CHICAGO BOOKS & JOU - Purchase	\$244.66
00070967 GIBBS SMITH PUBLISHER - Purcha	\$279.88
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$887.99</b>
00070982 COMTRONIX - Purchase	\$122.85
00071176 NORCO INC - Purchase	\$321.77
00071200 STAPLES 00114181 - Purch	\$32.99
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$477.61</b>
00070310 WYOMING HEALTH FAIRS - Purchas	\$800.00
00070480 ATLAS OFFICE PRODUCTS - Purcha	\$65.53
00070689 ATLAS OFFICE PRODUCTS - Purcha	\$81.24
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$946.77</b>
00071038 HOSE & RUBBER SUPPLY C - Purch	\$160.00
00071085 WW GRAINGER - Purchase	\$49.92
00071283 BLAKEMAN VAC AND SEW - Purchas	\$30.00
00071389 NORCO INC - Purchase	\$188.28
00071464 CONTACT WIRELESS - Purchase	\$132.06
00071547 COWBOY SUPPLY HOUSE IN - Purch	\$585.00
00071358 BEARING BELTCHAIN00244 - Purch	\$35.99
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$1,181.25</b>
00070010 STAPLES 00114181 - Purch	\$24.99
00071081 DOUGH ENTERPRISES LLC - Purcha	\$11.00
00071216 ATLAS OFFICE PRODUCTS - Purcha	\$5.40
00071458 STERLING BACKCHECK - Purchase	\$301.48
00071336 INT IN POWDER RIVER S - Purch	\$80.00
00071383 POSTER COMPLIANCE - Purchase	\$1,085.45
00070907 USPS PO 5715580945 - Purchase	\$7.41
00070922 STAPLES 00114181 - Purch	\$33.95
00070935 CPU IIT - Purchase	\$1,235.00
00070935 CPU IIT - Purchase	\$1,133.40
00071406 FEDEXOFFICE 00009423 - Purch	\$34.62
00070480 ATLAS OFFICE PRODUCTS - Purcha	\$65.53
00070689 ATLAS OFFICE PRODUCTS - Purcha	\$81.24
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$4,099.47</b>
00070840 AGP PROPANE SERVICES - Purchas	\$111.21
00070946 THE HOME DEPOT #6001 - Purchas	\$14.38
00071002 SAMSCLUB #6425 - Purchase	\$47.29
00071092 SQUARE SQ PAPA JOHNS - Purch	\$443.37

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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00071194 SAMS CLUB #6425 - Purchase	\$93.67
00071230 AGP PROPANE SERVICES - Purchas	\$89.34
00071245 ACT City of Casper - Credit	-\$6.06
00071248 VISTAR ROCKY MOUNTAIN - Purcha	\$267.41
00071263 ACT CITY OF CASPER - Purchase	\$6.00
00071371 SAMS CLUB #6425 - Purchase	\$135.15
00071401 WM SUPERCENTER #1617 - Purchas	\$30.24
00071304 AMAZON MKTPLACE PMTS W - Purch	\$54.95
00071114 PROMUSICGROUP,LLC - Purchase	\$432.73
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$1,719.68</b>
00070816 ATLAS OFFICE PRODUCTS - Purcha	\$79.15
00071320 SARATOGA HOT SPRINGS R - Purch	\$252.00
00071356 STARBUCKS PSP - Purchase	\$2.45
00071136 WINDY COVE STATION - Purchase	\$17.07
00070881 WHOLEFDS PMD #10359 - Purchase	\$86.36
00071159 HERTZ RENT-A-CAR - Purchase	\$76.73
00070863 STARBUCKS B UP S DEN - Purchas	\$2.92
00071366 CPU IIT - Purchase	\$1,345.00
00071393 DIGICERT INC - Purchase	\$535.00
<b>Subtotal for Cost Center Information Services:</b>	<b>\$2,396.68</b>
00070264 CAMPBELL PET CO - ONLI - Purch	\$536.57
00070455 CUSTOMINK LLC - Credit	-\$10.00
00070874 ANIMAL CARE EQUIPMENT - Credit	-\$149.65
00070949 AMAZON.COM AMZN.COM/BI - Purch	\$56.67
00070981 WONDER WINK SCRUB SHOP - Purch	\$376.58
00070992 CAMPBELL PET COMPANY - Purchas	\$471.19
00071006 ROCKY MOUNTAIN ANIMAL - Purcha	\$400.00
00071042 AMAZON MKTPLACE PMTS W - Purch	\$47.00
00071051 NOLAND FEED - Purchase	\$308.36
00071109 WESTSIDE ANIMAL HOSPIT - Purch	\$2,500.00
00071119 WESTSIDE ANIMAL HOSPIT - Purch	\$660.18
00071249 UNIFORM ADVANTAGE - Purchase	\$187.54
00071294 UNIFORM ADVANTAGE - Purchase	\$151.81
00071330 KELLY PRODUCTS - Purchase	\$1,897.90
00071350 HARBOR FREIGHT TOOLS 3 - Purch	\$27.99
00071392 UW CASHIER OFFICE - Purchase	\$6.06
00071404 WYOMING WORK WAREHOUSE - Purch	\$199.93
00071278 5.11 TACTICAL.COM ECOM - Purch	\$125.98
00071427 ZORO TOOLS INC - Purchase	\$49.95
00070831 NETWORK FLEET. INC. - Purchase	\$151.60
00071007 CUSTOMINK LLC - Purchase	\$267.60
00071024 CUSTOMINK LLC - Purchase	\$308.16
00071232 CPU IIT - Purchase	\$1,946.70

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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00070203 NORCO INC - Purchase	\$103.24
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$10,621.36</b>
00071059 UW CASHIER OFFICE - Purchase	\$58.82
00071059 UW CASHIER OFFICE - Purchase	\$6.18
00071110 UW CASHIER OFFICE - Purchase	\$58.82
00071110 UW CASHIER OFFICE - Purchase	\$6.18
<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$130.00</b>
00071466 CPU IIT - Purchase	\$2,904.90
00071233 TOP OFFICE PRODUCTS IN - Purch	\$38.00
00071256 INT IN POWDER RIVER S - Purch	\$21.00
00071349 ATLAS OFFICE PRODUCTS - Purcha	\$98.57
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$3,062.47</b>
00070895 BLOEDORN LUMBER CASPER - Purch	\$26.20
00071045 BAILEYS ACE HDWE - Purchase	\$11.58
00071229 AMERICAN SWING PRODUCT - Purch	\$95.40
00071247 VZWRLSS IVR VB - Purchase	\$40.01
00071327 WEAR PARTS INC - Purchase	\$51.80
00071380 GAMETIME - Purchase	\$720.13
00071386 CPS DISTRIBUTORS INC C - Purch	\$12.28
00071564 STOTZ EQUIP-CASPER- - Purchase	\$79.22
00071575 STOTZ EQUIP-CASPER- - Purchase	\$98.49
00070272 VZWRLSS MY VZ VB P	\$146.87
00070831 NETWORK FLEET. INC. - Purchase	\$126.80
00071553 STOTZ EQUIP-CASPER- - Credit	-\$98.49
00071471 CASPER STAR TRIBUNE - Purchase	\$242.08
<b>Subtotal for Cost Center Parks:</b>	<b>\$1,552.37</b>
00070928 SQUARE SQ WYOPA - Purch	\$512.33
00071156 CASPER STAR TRIBUNE - Purchase	\$89.36
<b>Subtotal for Cost Center Planning:</b>	<b>\$601.69</b>
00068825 UNITED 01626022952131 - Pur	\$25.00
00070211 COLOMBO FROZEN YOGURT - Purcha	\$6.21
00071009 VZWRLSS IVR VB - Purchase	\$1,051.36
00071049 COCA COLA BOTTLING CO - Purcha	\$112.35
00071053 ENTENMANN-ROVIN COMPAN - Purch	\$1,510.50
00071057 SOURCE OFFICE - VITAL - Purcha	\$225.00
00071107 SOURCE OFFICE - VITAL - Purcha	\$677.96
00071140 VOIANCE LLC - Purchase	\$4.99
00071162 CRAFT TROPHY & RIBBONS - Purch	\$1,149.53
00068791 UNITED 01623771506906 - Cre	-\$458.11
00068800 UNITED 01623771506932 - Cre	-\$458.11

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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00068821 UNITED 01623771506921 - Cre	-\$458.11
00068841 UNITED 01623771506910 - Cre	-\$458.11
00070294 APPLEBEES HEAR93203578 - Purch	\$13.55
00070304 AVIATOR'S BBQ - Purchase	\$20.36
00070321 CITY BBQ AVON - M - Purchase	\$12.84
00070332 HOLIDAY INN INDIANAPO - Purcha	\$12.90
00070423 EL RODEO #20 - Purchase	\$10.99
00070453 HOLIDAY INN INDIANAPO - Purcha	\$27.98
00070473 BRU PLAINFIELD - Purchase	\$15.08
00070494 QUE BUENO MEXICAN GRIL - Purch	\$16.53
00070518 KILROY'S BAR & GRILL - Purchas	\$20.42
00070538 CHICK-FIL-A #01405 - Purchase	\$8.55
00070710 INST. OF POLICE TECH & - Purch	\$195.00
00070755 INST. OF POLICE TECH & - Purch	\$195.00
00070334 APPLEBEES HEAR93203578 - Purch	\$11.63
00070401 HOLIDAY INN INDIANAPO - Purcha	\$20.44
00070415 KILROY'S BAR & GRILL - Purchas	\$22.51
00070421 EL RODEO #20 - Purchase	\$13.98
00070446 PUNCH BOWL SOCIAL - Purchase	\$34.98
00070459 EXXONMOBIL 99250250 - Purch	\$4.28
00070461 CHICK-FIL-A #01405 - Purchase	\$8.38
00070462 KILROY'S BAR & GRILL - Purchas	\$22.60
00070465 BRU PLAINFIELD - Purchase	\$19.35
00070471 QUE BUENO MEXICAN GRIL - Purch	\$21.30
00070526 BRU PLAINFIELD - Purchase	\$21.26
00070527 KILROY'S BAR & GRILL - Purchas	\$21.60
00070541 QUE BUENO MEXICAN GRIL - Purch	\$14.69
00070549 CHICK FIL A - Purchase	\$9.16
00071090 ALTERNATE FORCE - Purchase	\$4,926.25
00071204 STAPLES 00114181 - Purch	\$25.99
00070242 MCDONALD'S F13573 - Purchase	\$8.78
00070287 PENN STATION 272 - Purchase	\$24.70
00070288 CITY BBQ AVON - M - Purchase	\$20.70
00070291 PENN STATION 272 - Purchase	\$15.66
00070300 HOLIDAY INN INDIANAPO - Purcha	\$12.36
00070313 HOLIDAY INN INDIANAPO - Purcha	\$11.81
00070317 HOLIDAY INN INDIANAPO - Purcha	\$14.81
00070327 APPLEBEES HEAR93203578 - Purch	\$17.10
00070328 EXXONMOBIL 99250250 - Purch	\$4.28
00070329 HOLIDAY INN INDIANAPO - Purcha	\$13.99
00070555 FIREHOUSE SUBS # 5 - Purchase	\$13.00
00070562 CHICK-FIL-A #01405 - Purchase	\$8.10
00070787 UNITED 01623880980945 - Pur	\$318.50
00070980 STINKER #332 - Purchase	\$39.42
00071044 BEST BUY 00015271 - Purch	\$74.96

# Bills & Claims

03/21/2018 to 04/03/2018

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00071047 CHINA BUFFET - Purchase	\$23.92
00071050 BARGREEN WYOMING 25 - Purchase	\$15.02
00071058 CASPER ANIMAL MEDICAL - Purcha	\$692.09
00071189 BEARING BELTCHAIN00244 - Purch	\$32.28
00071292 INT IN JERRY POST, PS - Purch	\$400.00
00071347 EXPERIAN EXP PAY CC - Purchase	\$82.77
00071365 AIRGAS CENTRAL - Purchase	\$179.50
00071376 PP WASCOP - Purchase	\$185.00
00070097 AMAZON MKTPLACE PMTS W - Purch	\$75.30
00070821 WHITE CASTLE 010098 - Purchas	\$23.62
00070899 GIORDANO'S OF MOKENA - Purchas	\$23.31
00070912 RENO-GRAND SIERRA - Purchase	\$23.02
00070916 IHOP#3455 - Purchase	\$11.75
00070934 JERSEY MIKE'S SUBS 270 - Purch	\$8.71
00070953 MCDONALD'S F4081 - Purchase	\$6.52
00070972 MCDONALD'S F4081 - Purchase	\$3.79
00070991 WHITE PALACE GRILL - Purchase	\$20.15
00071000 UNITED 01626053211392 - Pur	\$25.00
00071017 ROUND TABLE PIZZA - 07 - Purch	\$10.38
00071031 OLIVE GARDEN 0021142 - Purchas	\$20.75
00071043 5GUYS 0650 QSR - Purchase	\$12.45
00071054 BUBBA GUMP CHICAGO - Purchase	\$23.29
00071060 GRAND CAFE - Purchase	\$19.78
00071070 JERSEY MIKE'S SUBS 270 - Purch	\$8.34
00071083 MCDONALD'S F4081 - Purchase	\$4.34
00071088 PORT OF SUBS 0147 - Purchase	\$13.26
00071106 THE CANTINA-GRAND SIER - Purch	\$15.99
00071133 ELDORADO BREW BROTHERS - Purch	\$14.18
00071139 GRAND CAFE - Purchase	\$18.78
00071145 PORT OF SUBS 0147 - Purchase	\$8.10
00071155 GSR BUFFET - Purchase	\$34.63
00071171 GRAND SIERRA 2ND ST EX - Purch	\$12.47
00071187 CNCIA PARKING - Purchase	\$25.00
00071206 GRAND SIERRA STARBUCKS - Purch	\$6.44
00071213 UNITED 01626055637743 - Pur	\$25.00
00071219 CHICK-FIL-A - Purchase	\$13.66
00071238 GRAND SIERRA RSRT&CASI - Purch	\$462.26
00071329 E&F TOWING & RECOVERY - Purcha	\$75.00
00071480 GALLS - Purchase	\$694.26
00071492 GIORDANOS OF MATTESON - Purcha	\$27.20
00071526 CPU IIT - Purchase	\$29.95
00071535 GREINER FORD LINCOLN O - Purch	\$279.94
00071551 UNITED 01623907036054 - Pur	\$293.50
00071558 ARBYS 5439 - Purchase	\$10.15
00071574 CONOCO - INTERSTATE GA - Purch	\$48.52

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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00070337 PHILLIPS 66 - SEI 3571 - Purch	\$43.51
00070419 EXXONMOBIL 99250250 - Purch	\$28.42
00068513 UNITED 01626020370726 - Pur	\$25.00
00071348 LOAF N JUG #0119 Q81 - Purch	\$36.47
00071069 DAVIDSON MECHANICAL, I - Purch	\$125.00
00070932 MCDONALD'S F4081 - Purchase	\$4.12
00070987 OLIVE GARDEN 0021142 - Purchas	\$13.64
00071018 5GUYS 0650 QSR - Purchase	\$10.61
00071029 WHITE PALACE GRILL - Purchase	\$19.47
00071099 WHITE CASTLE 010098 - Purchas	\$4.21
00071115 MCDONALD'S F4081 - Purchase	\$4.12
00071173 WHITE CASTLE 010110 - Purchas	\$9.79
00070425 PUNCH BOWL SOCIAL - Purchase	\$23.71
00070426 EL RODEO #20 - Purchase	\$12.22
00071185 INT IN ATLAS PREMIER - Purcha	\$1,500.00
00070143 AMAZON MKTPLACE PMTS - Purchas	\$35.68
00070565 HOLIDAY INN INDIANAPOL - Purch	\$666.90
00071143 WHITE CASTLE 010110 - Purchas	\$11.97
00071167 SOUTHWES 5265578106212 - Purc	\$75.00
00071183 MCDONALD'S F4081 - Purchase	\$6.52
00071188 MCDONALD'S F4081 - Purchase	\$6.52
00071410 USPS PO 5715580945 - Purchase	\$35.00
00071412 E F TOWING RECOVERY - Credit	-\$75.05
00071498 LITTLE CAESARS 1989 00 - Purch	\$44.04
00071154 SPYDERCO INC - Purchase	\$299.93
00071307 MOUNTAIN STATES LITHOG - Purch	\$59.60
00071317 VZWRLSS IVR VB - Purchase	\$1,067.72
00070283 UNITED 01626043197693 - Pur	\$25.00
00070296 AVIATOR'S BBQ - Purchase	\$21.44
00070322 CITY BBQ AVON - M - Purchase	\$22.87
00070466 UNITED 01626046835781 - Pur	\$75.00
00070495 R & R REST STOPS - Purchase	\$156.92
00071082 BUBBA GUMP CHICAGO - Purchase	\$21.51
00071192 MARATHON PETRO144394 - Purchas	\$18.25
00071197 SHELL OIL 57444168009 - Purcha	\$54.94
00071205 MCDONALD'S F4081 - Purchase	\$5.53
00071255 THE DANCING TURTLE - Purchase	\$5.13
00071266 AMAZON MKTPLACE PMTS - Purchas	\$49.99
00071475 PAYPAL WILSONESTES - Purchase	\$730.00
00071512 GIORDANOS OF MATTESON - Purcha	\$27.27
00071543 WELLNESS SCREENING LLC - Purch	\$50.00
00071568 MCDONALD'S F35665 - Purchase	\$48.55
00071589 WELLNESS SCREENING LLC - Purch	\$70.00
00071606 EP3 THE BON AGENCY - Purchase	\$51.63
00071617 VCN NATRONAREALESTATEC - Purch	\$20.50



# Bills & Claims

City of Casper

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00071758 SILVER FOX STEAKHOUSE - Purcha	\$176.40
00070433 GRAND SIERRA ADV DEP - Purchas	\$0.01
00070444 GRAND SIERRA ADV DEP - Purchas	\$151.41
00070858 WHITE CASTLE 010098 - Purchas	\$29.93
00070914 GIORDANO'S OF MOKENA - Purchas	\$23.35
00070943 JERSEY MIKE'S SUBS 270 - Purch	\$10.45
00070963 IHOP#3455 - Purchase	\$13.44
00070971 MCDONALD'S F4081 - Purchase	\$4.12
00071064 JERSEY MIKE'S SUBS 270 - Purch	\$16.99
00071071 LITTLE CAESARS 1989 00 - Purch	\$12.12
<b>Subtotal for Cost Center Police:</b>	<b>\$19,302.47</b>
00071720 HENSLEY BATTERY&ELEC - Purchas	\$800.40
<b>Subtotal for Cost Center Police Equipment:</b>	<b>\$800.40</b>
00071236 WM SUPERCENTER #1617 - Purchas	\$9.76
00071308 CHRISTIANIA AT VAIL - Credit	-\$176.19
00071319 CHRISTIANIA AT VAIL - Credit	-\$146.66
00071228 VCN NATRONAREALESTATEC - Purch	\$20.50
00071271 4IMPRINT - Purchase	\$3,275.06
00071318 NMI NATIONWIDE - Purchase	\$50.00
00071565 ONLINE WEB SERVICES US - Purch	\$618.00
00068607 DELTA 00623098728453 - Pur	\$794.50
00068637 DELTA 00623098728431 - Pur	\$794.50
00068661 DELTA 00623098728464 - Pur	\$794.50
00071281 PAYPAL DESIGNERDAR - Purchase	\$150.00
00071454 STAPLES 00114181 - Purch	\$61.09
00071364 JERSEY MIKE'S SUBS 400 - Purch	\$107.85
00068662 DELTA 00623098728442 - Pur	\$794.50
00071731 SQU SQ THE FLOUR BIN - Purcha	\$19.80
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$7,167.21</b>
00071509 URGENT CARE OF CASPER - Purcha	\$1,452.00
00071517 WELLNESS SCREENING LLC - Purch	\$160.00
00070786 SQU SQ ATLANTIC ELECT - Purch	\$7,028.78
00070480 ATLAS OFFICE PRODUCTS - Purcha	\$65.53
00070689 ATLAS OFFICE PRODUCTS - Purcha	\$81.24
<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$8,787.55</b>
00070936 MICHIGAN COMPANY - Purchase	\$51.15
00071165 NORCO INC - Purchase	\$131.30
00071305 WAL-MART #1617 - Purchase	\$8.26
00071343 NORCO INC - Purchase	\$67.93
00071415 SAMSCLUB #6425 - Purchase	\$142.86
00071548 MOUNTAIN STATES LITHOG - Purch	\$55.04

# Bills & Claims

City of Casper

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00071597 WM SUPERCENTER #1617 - Purchas	\$15.40
00071004 STAPLES 00114181 - Purch	\$13.23
<b>Subtotal for Cost Center Recreation:</b>	<b>\$485.17</b>
00070831 NETWORK FLEET. INC. - Purchase	\$511.28
00071013 CMI-TECO - Purchase	\$1,087.17
00071093 MENARDS CASPER WY - Purchase	\$164.02
00070866 BAILEYS ACE HDWE - Purchase	\$59.92
00071026 CMI-TECO - Purchase	\$48.79
00071373 CASPER TIRE 0000705 - Purchase	\$35.00
00071573 CASPER TIRE 0000705 - Purchase	\$35.00
00071209 SHERATON DENVER - Purchase	\$1,035.08
00071237 CMI-TECO - Purchase	\$912.59
00071272 BEST BUY 00015271 - Purch	\$249.98
00071286 ALL-OUT FIRE EXTINGUIS - Purch	\$90.00
00071331 CMI-TECO - Purchase	\$1,445.74
00070977 CMI-TECO - Purchase	\$623.67
00071012 CMI-TECO - Purchase	\$1,484.60
00071025 CMI-TECO - Purchase	\$1,948.69
00071048 CMI-TECO - Purchase	\$1,516.32
00070320 SOLID WASTE ASSOCIA - Purchase	\$257.00
00070732 SAMS CLUB #6425 - Purchase	\$190.62
00070747 WAL-MART #1617 - Purchase	\$19.88
00070790 SUBWAY 03116324 - Purch	\$204.00
00070804 CMI-TECO - Purchase	\$81.80
00070812 CASPER TIRE 0000705 - Purchase	\$65.00
00070814 ALSCO INC. - Purchase	\$265.20
00070833 DECKER AUTO GLASS - Purchase	\$48.47
00070855 BEARING BELTCHAIN00244 - Purch	\$87.49
00070931 CASPER TIRE 0000705 - Purchase	\$32.50
00070942 BAILEYS ACE HDWE - Purchase	\$7.78
00071094 STAPLES 00114181 - Purch	\$10.21
00071296 BAILEYS ACE HDWE - Purchase	\$4.99
00071351 CASPER TIRE 0000705 - Purchase	\$35.00
00071460 BLOEDORN LUMBER CASPER - Purch	\$61.78
00071587 CASPER TIRE 0000705 - Purchase	\$35.00
00071633 SAMSCLUB #6425 - Purchase	\$39.88
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$12,694.45</b>
00071014 XP SOLUTIONS - Purchase	\$2,000.00
00071141 NORCO INC - Purchase	\$9.69
00071147 PURVIS INDUSTRIES 67 - Purchas	\$146.70
00071151 CPU IIT - Purchase	\$1,424.95
00071323 SAMSCLUB #6425 - Purchase	\$106.62
00071507 PIZZA HUT #239 - Purchase	\$66.96

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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00071586 NORCO INC - Purchase	\$207.06
00070272 VZWRLSS MY VZ VB P	\$22.69
00070831 NETWORK FLEET. INC. - Purchase	\$18.95
00071596 BAILEYS ACE HDWE - Purchase	\$5.49
<b>Subtotal for Cost Center Sewer:</b>	<b>\$4,009.11</b>
00070948 CASPER STAR TRIBUNE - Purchase	\$143.44
00071174 VZWRLSS IVR VB - Purchase	\$40.01
00071227 SONNYS RV SALES - Purchase	\$70.50
00071282 SOURCE OFFICE - VITAL - Purcha	\$52.96
00071298 SUTHERLANDS 2219 - Purchase	\$5.56
00070272 VZWRLSS MY VZ VB P	\$22.69
00071316 BAILEYS ACE HDWE - Purchase	\$6.00
00071431 LYLE SIGNS - Purchase	\$340.00
00071436 DENVER INDUSTRIAL SALE - Purch	\$18,522.00
00070831 NETWORK FLEET. INC. - Purchase	\$549.55
00071391 THE HOME DEPOT #6001 - Purchas	\$45.76
<b>Subtotal for Cost Center Streets:</b>	<b>\$19,798.47</b>
00071387 TAPCO - Purchase	\$6,100.00
<b>Subtotal for Cost Center Traffic:</b>	<b>\$6,100.00</b>
00070015 CASPER WINAIR SUPPLY C - Purch	\$416.96
00070973 HAJOCA KEENAN SUPP 25 - Purcha	\$2,778.81
00070984 OWPSACSTATE - Purchase	\$113.00
00071022 DC FROST ASSOCIATES IN - Purch	\$462.98
00071036 COLUMBINE CONTROL COMP - Purch	\$3,076.38
00071118 NORTHROP BOILER WORKS - Credit	-\$304.88
00071181 OWPSACSTATE - Purchase	\$113.00
00071214 WW GRAINGER - Purchase	\$268.40
00071265 FERGUSON ENT #3069 - Purchase	\$84.37
00071309 USPS PO 5715580945 - Purchase	\$15.24
00070537 WW GRAINGER - Purchase	\$92.40
00071160 ON THE GO PORTABLE - Purchase	\$98.37
00071169 BEARING BELTCHAIN00244 - Purch	\$42.64
00071321 HAJOCA KEENAN SUPP 25 - Purcha	\$837.13
00071323 SAMSClub #6425 - Purchase	\$49.96
00071334 HOSE & RUBBER SUPPLY C - Purch	\$31.82
00071352 BEARING BELTCHAIN00244 - Purch	\$89.22
00071397 BAILEYS ACE HDWE - Purchase	\$11.99
00071408 HENSLEY BATTERY&ELEC - Purchas	\$67.83
00071416 USA BLUE BOOK - Purchase	\$203.44
00071470 SAMSClub #6425 - Purchase	\$187.97
00071493 WEAR PARTS INC - Purchase	\$367.43
00071515 WATERWORKS IND 2697 - Purchase	\$135.77

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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00071584 PACE ANALYTICAL SERVIC - Purch	\$1,911.00
00070272 VZWRLSS MY VZ VB P	\$45.37
00070844 DENNIS SUPPLY COMPANY - Purcha	\$350.76
00071481 BEARING BELTCHAIN00244 - Credi	-\$16.55
00071583 HAJOCA KEENAN SUPP 25 - Purcha	\$1,540.20
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$13,071.01</b>
00070393 IR INDUSTRIAL - Purchase	\$595.23
00070900 URGENT CARE OF CASPER - Purcha	\$834.00
00070918 CASPER CONTRACTORS SUP - Purch	\$123.48
00070968 REXEL 3212 - Purchase	\$205.16
00070998 ENERGY LABORATORIES, I - Purch	\$374.00
00071020 HONNEN EQUIPMENT 04 - Purchase	\$24.74
00071065 NORCO INC - Purchase	\$102.37
00071121 UNITED STATES WELDING - Purcha	\$18.55
00071277 THE HOME DEPOT #6001 - Purchas	\$131.78
00071291 SIX ROBBLEES NO 19 - Purchase	\$15.76
00071394 71 SOIL AND STONE - Purchase	\$2,288.80
00070272 VZWRLSS MY VZ VB P	\$71.64
00070831 NETWORK FLEET. INC. - Purchase	\$170.55
00070910 NORCO INC - Purchase	\$81.45
00071355 NORCO INC - Purchase	\$41.91
<b>Subtotal for Cost Center Water:</b>	<b>\$5,079.42</b>
00070739 BEARING BELTCHAIN00244 - Purch	\$94.55
00070768 ALBERTSONS #0060 - Purchase	\$25.98
00070775 ATLAS OFFICE PRODUCTS - Purcha	\$30.45
00070803 ENERGY LABORATORIES - Purchase	\$231.00
00070830 ALSICO INC. - Purchase	\$148.28
00070956 SUTHERLANDS 2219 - Purchase	\$29.47
00071108 WW GRAINGER - Purchase	\$150.49
00071328 CRUM ELECTRIC SUPPLY C - Purch	\$849.08
00071270 ENERGY LABORATORIES - Purchase	\$22.00
00071284 ENERGY LABORATORIES - Purchase	\$231.00
00071295 UNITED STATES WELDING - Purcha	\$3,015.75
00071299 ENERGY LABORATORIES - Purchase	\$231.00
00071337 COASTAL CHEMICAL CO LL - Purch	\$78.64
00071420 HARBOR FREIGHT TOOLS 3 - Purch	\$5.88
00071439 FERGUSON ENT #3069 - Purchase	\$8.47
00071445 BUSH-WELLS SPORTING GO - Purch	\$966.99
00071459 ENERGY LABORATORIES - Purchase	\$22.00
00071503 ENERGY LABORATORIES - Purchase	\$231.00
00071585 USPS PO 5715580945 - Purchase	\$6.70
00070272 VZWRLSS MY VZ VB P	\$22.69
00071496 ENERGY LABORATORIES - Purchase	\$37.00

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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00071566 CASPER STAR TRIBUNE - Purchase	\$43.54
00070904 CRUM ELECTRIC SUPPLY C - Purch	\$184.21
00070927 WW GRAINGER - Purchase	\$34.90
00070940 WW GRAINGER - Purchase	\$29.95
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$6,731.02</b>

00071135 NORCO INC - Purchase	\$85.50
<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$85.50</b>

<b>Vendor Subtotal:</b>	<b>\$295,162.45</b>
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## PEPSI COLA OF CASPER

2199036557 PRODUCT	\$75.50
2199037570 PRODUCT	\$281.86
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$357.36</b>

<b>Vendor Subtotal:</b>	<b>\$357.36</b>
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## PORTER, MUIRHEAD, CORNIA & HOWARD

1655 AUDIT SERVICES	\$56,550.00
<b>Subtotal for Cost Center Finance:</b>	<b>\$56,550.00</b>

<b>Vendor Subtotal:</b>	<b>\$56,550.00</b>
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## POSTAL PROS SOUTHWEST INC

4699 UTILITY BILLING FEES	\$300.47
4732 UTILITY BILLING	\$4,925.39
<b>Subtotal for Cost Center Finance:</b>	<b>\$5,225.86</b>

<b>Vendor Subtotal:</b>	<b>\$5,225.86</b>
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## POVERTY RESISTANCE FOOD PANTRY

1800019363 FY18 1%#15 ONE CENT FUNDING	\$5,500.93
<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$5,500.93</b>

<b>Vendor Subtotal:</b>	<b>\$5,500.93</b>
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## PRINTWORKS

11540 BUSINESS CARDS -K MAY	\$63.95
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$63.95</b>

<b>Vendor Subtotal:</b>	<b>\$63.95</b>
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## PUBLIC SAFETY

734/161211 PSCC MONTHLY USER FEE	\$2,622.29
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# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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<b>COMMUNICATIONS CENTER</b>	<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$2,622.29</b>
	1276/161212 PSCC MONTHLY USER FEE	\$572.73
	<b>Subtotal for Cost Center Water:</b>	<b>\$572.73</b>
	<b>Vendor Subtotal:</b>	<b>\$3,195.02</b>
<b>QQUEST SOFTWARE SYSTEMS</b>	90142536 SERVICE AGREEMENT	\$7,900.00
	<b>Subtotal for Cost Center Human Resources:</b>	<b>\$7,900.00</b>
	<b>Vendor Subtotal:</b>	<b>\$7,900.00</b>
<b>RAFTELIS FINANCIAL CONSULTANTS INC</b>	CAWY1702-13 SYSTEM INVESTMENT CHARGE/COST	\$296.36
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$296.36</b>
	CAWY1702-13 SYSTEM INVESTMENT CHARGE/COST	\$296.36
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$296.36</b>
	CAWY1702-13 SYSTEM INVESTMENT CHARGE/COST	\$451.33
	<b>Subtotal for Cost Center Water:</b>	<b>\$451.33</b>
	<b>Vendor Subtotal:</b>	<b>\$1,044.05</b>
<b>RESOURCE MGMT. CO, INC.</b>	101392 STOCK, TIRE DISPOSALS	\$1,633.50
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$1,633.50</b>
	<b>Vendor Subtotal:</b>	<b>\$1,633.50</b>
<b>RICOH USA PROGRAM PROVIDED BY GE CAPITAL</b>	5052648256 COPIER MAINT	\$59.74
	<b>Subtotal for Cost Center Police:</b>	<b>\$59.74</b>
	<b>Vendor Subtotal:</b>	<b>\$59.74</b>
<b>ROCKY MOUNTAIN POWER</b>	RIN0028490 LANDFILL REMED PROGRAM	\$497.10
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$497.10</b>
	AP000157030718 ELECTRICITY	\$3,818.14
	<b>Subtotal for Cost Center Golf Course:</b>	<b>\$3,818.14</b>
	AP000236031218 ELECTRICITY	\$59.07

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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AP000181030818 ELECTRICITY	\$2,473.89
AP000180030818 ELECTRICITY	\$3,374.01
<b>Subtotal for Cost Center Parks:</b>	<b>\$5,906.97</b>
AP000170030718 ELECTRICITY	\$80.85
<b>Subtotal for Cost Center Streets:</b>	<b>\$80.85</b>
AP000166030818 ELECTRICITY	\$27,777.32
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$27,777.32</b>
AP000165030818 ELECTRICITY	\$20,342.86
<b>Subtotal for Cost Center Water:</b>	<b>\$20,342.86</b>
RIN0028517 ENERGY - ELECTRICITY	\$55,837.08
RIN0028517 ENERGY - ELECTRICITY	\$7,763.52
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$63,600.60</b>
<b>Vendor Subtotal:</b>	<b>\$122,023.84</b>

## ROCKY MTN. ACCREDITATION NETWORK

RIN0028523 MEMBERSHIP	\$200.00
<b>Subtotal for Cost Center Police:</b>	<b>\$200.00</b>
<b>Vendor Subtotal:</b>	<b>\$200.00</b>

## SAM PARSON'S UPHOLSTERY

67358 REPL FABRIC ON EDGE OF SEAT	\$132.00
67367 REUPHOLSTER SEATS	\$301.66
67375 REPAIR SEAT	\$189.97
67378 REPL FABRIC ON SEAT CUSHION	\$150.00
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$773.63</b>
<b>Vendor Subtotal:</b>	<b>\$773.63</b>

## SHANE BRAUCHIE

RIN0028493 WWTP LEVEL 4 EXAM FEE	\$98.00
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$98.00</b>
<b>Vendor Subtotal:</b>	<b>\$98.00</b>

## SKYLINE RANCHES

RIN0028495 201 SEWER	\$976.41
RIN0028495 201 SEWER	-\$97.64
RIN0028496 201 SEWER	\$974.88
RIN0028496 201 SEWER	-\$97.48

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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**Subtotal for Cost Center Sewer:** **\$1,756.17**

RIN0028495 201 SEWER - \$584.78

RIN0028496 201 SEWER - \$584.78

**Subtotal for Cost Center Waste Water:** **-\$1,169.56**

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**Vendor Subtotal:** **\$586.61**

## STEALTH PARTNER GROUP

RIN0028520 MEDICAL STOP LOSS \$55,473.18

**Subtotal for Cost Center Health Insurance:** **\$55,473.18**

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**Vendor Subtotal:** **\$55,473.18**

## SUNBURST PROPERTIES,

0030590153 UTILITY REFUND \$23.92

**Subtotal for Cost Center Water:** **\$23.92**

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**Vendor Subtotal:** **\$23.92**

## THE ARC OF NATRONA COUNTY

RIN0028524 FY18 1%#15 ONE CENT FUNDING \$12,491.75

**Subtotal for Cost Center One Cent #15:** **\$12,491.75**

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**Vendor Subtotal:** **\$12,491.75**

## TIM BUCKALLEW

REFUND FLEX DEPENDENT CARE REFUND \$300.00

**Subtotal for Cost Center Health Insurance:** **\$300.00**

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**Vendor Subtotal:** **\$300.00**

## TIM CORTEZ

WILDLAND WILDLAND TRAVEL PASS THRU \$ \$734.44

**Subtotal for Cost Center Fire:** **\$734.44**

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**Vendor Subtotal:** **\$734.44**

## TRIHYDRO CORP.

0128240 BROWNFIELDS - PETROLEUM \$1,006.75

0128239 BROWNFIELDS - HAZARDOUS \$4,733.25

**Subtotal for Cost Center Planning:** **\$5,740.00**

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**Vendor Subtotal:** **\$5,740.00**



# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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<b>TRUJILLO, KATHLEEN</b>	0030590149 UTILITY REFUND	\$47.37
	<b>Subtotal for Cost Center Water:</b>	<b>\$47.37</b>
	<b>Vendor Subtotal:</b>	<b>\$47.37</b>
<b>UNIVERSITY OF WY.</b>	#871-CC 6 TRAINING REGISTRATIONS	\$390.00
	<b>Subtotal for Cost Center Water:</b>	<b>\$390.00</b>
	<b>Vendor Subtotal:</b>	<b>\$390.00</b>
<b>UV DOCTOR LAMPS LLC</b>	11271 (10) UV BALLASTS REBUILD	\$4,859.02
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$4,859.02</b>
	<b>Vendor Subtotal:</b>	<b>\$4,859.02</b>
<b>VIEWPOINT GOVERNMENT SOLUTIONS, INC.</b>	2715 7 LICENSES-BLDG DEPT APR-JUL18	\$1,680.00
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$1,680.00</b>
	2715 2 LICENSES-ENGINEERING	\$480.00
	<b>Subtotal for Cost Center Engineering:</b>	<b>\$480.00</b>
	<b>Vendor Subtotal:</b>	<b>\$2,160.00</b>
<b>VISION SVC. PLAN</b>	804954741 VISION SERVICE PLAN PREMIUM	\$1,482.80
	804954744 COBRA VISION SERVICE PLAN PREM	\$53.60
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$1,536.40</b>
	<b>Vendor Subtotal:</b>	<b>\$1,536.40</b>
<b>WASTE OIL FURNACES</b>	2517 USED OIL BURNER	\$1,043.00
	2516 USED OIL BURNER	\$8,608.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$9,651.00</b>
	<b>Vendor Subtotal:</b>	<b>\$9,651.00</b>
<b>WASTE WATER TREATMENT</b>	1337/161218 MONTHLY SUMP CLEANING	\$600.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$600.00</b>

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

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161481 201 SEWER	\$317,715.54
<b>Subtotal for Cost Center Sewer:</b>	<b>\$317,715.54</b>
<b>Vendor Subtotal:</b>	<b>\$318,315.54</b>

## WENDLING, SUSAN

0030590154 UTILITY REFUND	\$54.15
<b>Subtotal for Cost Center Water:</b>	<b>\$54.15</b>
<b>Vendor Subtotal:</b>	<b>\$54.15</b>

## WESTERN STATES FIRE PROTECTION

ASI005875 FIRE SUPPRESSION TEST	\$400.92
<b>Subtotal for Cost Center Information Services:</b>	<b>\$400.92</b>
WSF131820 ANNUAL FIRE SUPPRESSION INSP	\$450.00
<b>Subtotal for Cost Center Police:</b>	<b>\$450.00</b>
<b>Vendor Subtotal:</b>	<b>\$850.92</b>

## WESTERN WATER CONSULTANTS, INC.

160580024 K STREET IMPROVEMENTS - PHASE	\$274.53
<b>Subtotal for Cost Center Sewer:</b>	<b>\$274.53</b>
160580024 K STREET IMPROVEMENTS - PHASE	\$2,562.30
160580024 K STREET IMPROVEMENTS - PHASE	\$3,050.36
<b>Subtotal for Cost Center Streets:</b>	<b>\$5,612.66</b>
160580024 K STREET IMPROVEMENTS - PHASE	\$213.52
<b>Subtotal for Cost Center Water:</b>	<b>\$213.52</b>
<b>Vendor Subtotal:</b>	<b>\$6,100.71</b>

## WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0028497 201 SEWER	\$3,441.00
RIN0028497 201 SEWER	-\$344.10
RIN0028498 201 SEWER	\$3,369.00
RIN0028498 201 SEWER	-\$336.90
<b>Subtotal for Cost Center Sewer:</b>	<b>\$6,129.00</b>
RIN0028497 201 SEWER	-\$1,721.44
RIN0028498 201 SEWER	-\$1,721.44
<b>Subtotal for Cost Center Waste Water:</b>	<b>-\$3,442.88</b>
<b>Vendor Subtotal:</b>	<b>\$2,686.12</b>

# Bills & Claims

City of Casper

03/21/2018 to 04/03/2018

<b>WILLIAM AHRNDT</b>	RIN0028505 STEEL TOED WORK BOOTS	\$73.49
	RIN0028505 WORK JEANS/CLOTHING ALLOWANCE	\$100.00
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$173.49</b>
	<b>Vendor Subtotal:</b>	<b>\$173.49</b>
<b>WLC ENGINEERING - SURVEYING - PLANNING</b>	2018-10201 DESIGN & CA FOR HIGHLAND PARK/	\$15,693.93
	<b>Subtotal for Cost Center Streets:</b>	<b>\$15,693.93</b>
	2018-10203 WEST CASPER ZONE II WATER SYST	\$5,029.86
	2018-10203 WEST CASPER ZONE II WATER SYST	\$2,477.39
	<b>Subtotal for Cost Center Water:</b>	<b>\$7,507.25</b>
	<b>Vendor Subtotal:</b>	<b>\$23,201.18</b>
<b>WOLFF, SHAYLA</b>	0030590148 UTILITY REFUND	\$7.76
	<b>Subtotal for Cost Center Water:</b>	<b>\$7.76</b>
	<b>Vendor Subtotal:</b>	<b>\$7.76</b>
<b>WYCOMP, INC.</b>	RIN0028502 LAB TEST HOME WATER	\$1,160.20
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$1,160.20</b>
	<b>Vendor Subtotal:</b>	<b>\$1,160.20</b>
<b>YAUGER, TEDIANN</b>	0030590151 UTILITY REFUND	\$5.29
	<b>Subtotal for Cost Center Water:</b>	<b>\$5.29</b>
	<b>Vendor Subtotal:</b>	<b>\$5.29</b>
	<b>Grand Total</b>	<b>\$2,087,628.47</b>

Approved By

On

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 04/03/18

**Payroll Disbursements**

3/15/18	FIRE PAYROLL	\$	157,292.80
3/15/18	BENEFITS & DEDUCTIONS	\$	25,697.12
3/22/18	CITY PAYROLL	\$	1,025,929.69
3/22/18	BENEFITS & DEDUCTIONS	\$	169,016.22
3/29/18	FIRE PAYROLL	\$	157,885.40
3/29/18	BENEFITS & DEDUCTIONS	\$	24,753.52

	<b>Total Payroll</b>	<b>\$ <u>1,560,574.75</u></b>
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**Additional Fees**


	<b>Total Fees</b>	<b>\$ <u>-</u></b>
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**Additional Accounts Payable**

3/15/18	Prewrits - Utility Refunds/Travel Expenses		
	AAA Landscaping LLC	\$	46.67
	Alex Sveda	\$	801.03
	Cindie Langston	\$	176.00
	Craig Fitt	\$	52.95
	RCS Construction	\$	41.65
	Robert Weant	\$	367.78
3/20/18	Global Spectrum - Ticket sales	\$	33,349.60

	<b>Total Additional AP</b>	<b>\$ <u>34,835.68</u></b>
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March 28, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish a Public Hearing Date to Set Rates for Retail and Wholesale Water and Sewer Service, and for Residential and Commercial Solid Waste Collection, Recycling, and Disposal at the Casper Solid Waste Facility

Meeting Type & Date  
Regular Council Meeting  
April 3, 2018

Action Type  
Minute Action

Recommendation

That Council, by minute action, establish April 17, 2018, as the Public Hearing date for the consideration of rates for retail and wholesale water and sewer service, and for residential and commercial solid waste collection, recycling, and disposal at the Casper solid waste facility.

Summary

Staff meets annually to discuss required rate increases to both retail and wholesale water and sewer service, and for residential and commercial solid waste collection, recycling, and disposal at the Casper solid waste facility. Costs in these enterprise funds continue to rise due to higher utility costs, material costs, costs to meet governmental mandates, and costs to replace aging equipment and infrastructure.

Wholesale, retail, and outside water rates are proposed to increase 2% on May 1, 2018, with an additional 1% rate increase proposed to take place on January 1, 2019. These low rate increases are achievable through the proposed infusion of \$2.5 Million in Optional 1% Sales Tax Funds into the Water Distribution Fund beginning in fiscal year 2020.

Retail sewer service rates are proposed to increase 6% beginning May 1, 2018, with an additional 7% rate increase proposed to take place on January 1, 2019. These rate increases are achieved through the proposed infusion of \$500,000 in Optional 1% Sales Tax Funds into the Waste Water Collection Fund beginning in fiscal year 2020.

The balefill tipping fee is proposed to increase 2% from \$47 per ton to \$48 per ton effective May 1, 2018, with an additional 2% increase taking effect January 1, 2019, raising the rates from \$48 per ton to \$49 per ton. Monthly residential trash collection is proposed to see a 5% increase beginning May 1, 2018, with an additional 3% increase proposed January 1, 2019. Commercial trash collection will see a 6% increase take effect May 1, 2018, with an additional 6% rate increase January 1, 2019.

Financial Considerations

Rate fee increases as proposed.

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Cynthia Langston, Solid Waste Manager

Attachments

No Attachments

March 15, 2018

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

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*  
Carla Mills-Laatsch, Licensing Specialist *OML*

SUBJECT: Establish the Public Hearing Date for a New Resort Liquor License No. 7 for Avana Fund I, LLC d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, Located at 300 West F Street.

Meeting Type & Date

Regular Council Meeting  
April 3, 2018

Action type

Establish Public Hearing  
Minute Action

Recommendation

That Council, by minute action, establish April 17, 2018 as the Public Hearing date for a new Resort Liquor License No. 7 for Avana Fund I, LLC d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, located at 300 West F Street.

Summary

Currently, the Ramada Plaza is owned by Western States, Inc. This company has filed for bankruptcy. Avana Fund I, LLC will be taking this property over on April 19th, 2018.

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

None

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

March 22, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Disposition Options for former Plains Furniture properties

**Meeting Type & Date:** Regular Council Meeting, April 3, 2018.

**Action Type:** Establish Public Hearing for April 17, 2018.

**Recommendation:** That Council, by minute action, establish April 17, 2018, as the date of public hearing for citizen input regarding the redevelopment and/or repurposing of the former Plains Furniture properties (buildings and land), located on South David Street, between West Yellowstone Highway and West Midwest Avenue, and the former livery stable located in the same block on South Ash Street in the Old Yellowstone District.

**Summary:** In January 2018, Council commissioned a Condition Assessment of the above-referenced properties to determine if the structural and architectural components were strong enough to warrant being sold. The report was completed in late February 2018, and the building condition summaries did indicate the potential for rehabilitation, redevelopment, and repurposing of all of the properties. At their March 20<sup>th</sup> pre-session meeting, Council directed staff to arrange for a public hearing to hear from the community about what they would like to see happen with the property/buildings. Following this citizen input, Council will determine the next step for the disposition of the properties.

**Financial Considerations:** None at this time.

**Oversight/Project Responsibility:** Community Development Department/Planning Division.

**Attachments:** Map of properties.



# Boundaries of Property Parcels



**Legend**

- Former Plains Property
- Former Livery Stable

March 23, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk  
Carla Mills-Laatsch, Licensing Specialist  
SUBJECT: Public Hearing and First Reading for the Ordinance for Mobile Vendor Parking Permit (MVPP).

Meeting Type & Date

Regular Council Meeting  
April 3, 2018

Action type

Public Hearing and First Reading of Ordinance

Recommendation

That Council, approve, on first reading, an ordinance establishing the Mobile Vendor Parking Permit (MVPP) policy.

Summary

In October of 2017, Frontier Brewing began to host weekly food truck events on Second Street. There is a national trend of food trucks becoming more prominent in the food and beverage industry. Cities are having to ensure that food trucks are being managed appropriately both in terms of their compliance with public health regulations, and also in regards to their impacts on traffic and the local restaurant industry. Food trucks have been featured at the Tate Pumphouse and at David Street Station events, but their presence on Second Street caused considerable local discussion about how mobile vendors should be regulated.

City Staff presented City Council with the first draft of the Mobile Vendor Parking Permit (MVPP) at the January 9th, 2018 work session. City Staff then met with stake holders to discuss the Mobile Vendor Parking Permit (MVPP) on two different occasions. Version 10 of the Mobile Vendor Parking Permit (MVPP) was presented to City Council at the March 13, 2018 work session. After a few modifications, City staff believes that middle ground was achieved with this version of the MVPP. The ordinance for the Mobile Vendor Parking Permit (MVPP) is ready for 1st reading and the public hearing. This permit would apply to all mobile vendors; it is not exclusive to food trucks.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Ordinance for Mobile Vendor Parking Permit  
Mobile Vendor Parking Permit Policy

# Mobile Vendor Parking Permit (MVPP)

Revised 3/23/18

1. The MVPP shall allow a vendor with a street legal vehicle or street legal trailer to park in a general-use parking space(s) on a city street as Alley parking is prohibited.
  - a. No vehicle or trailer shall be allowed to operate under an MVPP on any given block face for more than eight (8) days in any thirty (30) day period.
  - b. No vehicle or trailer shall be allowed to operate under an MVPP on any given block face for more than two (2) consecutive days.
  - c. Only one (1) MVPP will be issued for any given block face of a public street on any given day.
  - d. Garbage collection will be the responsibility of the permit holder.
2. An MVPP shall not be required for any mobile vendor that is parking within an area on any street that has been closed or partially closed per any city-issued street closure permit.
3. The MVPP shall not allow a vendor to park on parkways or in handicap parking spaces, loading zones, school-related critical parking zones, fire lanes, bus stops, or similarly restricted special parking spaces. The MVPP shall not allow the vendor to park in a way that would obstruct any pedestrian ramp, fire hydrant, driveway, garage, or vehicular travel lane.
4. The vendor shall position their vehicle or trailer in a manner that would allow all individuals to access the vehicle or trailer from a sidewalk or from private property. The vendor shall not operate in a manner that requires individuals to walk or stand in the driving areas or the parking areas of the right of way, except to the extent that these individuals are within the physical confines of the vendor's vehicle or trailer.
5. The MVPP shall not entitle the vendor to place equipment, furnishings, signs, tents, or any other items on the right of way, the parkway, or on any public sidewalk.
6. The MVPP shall not grant exemptions from parking restrictions related to Snow Emergencies or any legal street closure or restriction.
7. Vendors seeking an MVPP shall apply for the MVPP on a permit application form. The MVPP permit application form shall require the vendor to specify:
  - a. The street legal vehicles or street legal trailers that will be operating under the MVPP.
  - b. The date or dates when the vendor wishes to operate.
  - c. The block face on which the vendor wishes to operate. The block face shall be identified by the street on which the vehicle or trailer will be parked along with the two nearest cross streets in either direction from the desired location.

- d. The parking spot or spots that the vendor wishes to occupy or, if applicable, the specific section of the parking lane that the vendor wishes to occupy.
  - e. Any other information deemed to be reasonably relevant to the issuance of the MVPP.
8. The MVPP shall grant permission for the vendor to operate from and occupy up to two (2) adjacent marked parallel parking spaces or three (3) adjacent marked diagonal parking spaces.
  9. No vehicle associated with the vendor's operation, including pull vehicles, support vehicles, and/or employee vehicles, may park on the same block face as the MVPP unless they are parked within the reserved spots as specified by the MVPP.
  10. When approved, each MVPP shall specify:
    - a. The date for which the MVPP has been issued.
    - b. The vehicles or trailers for which the MVPP has been issued.
    - c. The block face for which the MVPP has been issued, as identified by the street on which the vehicle or trailer will be parked along with the two nearest cross streets in either direction from the desired location.
    - d. The spaces that may be occupied by the vendor.
  11. MVPP applications must be submitted at least five (5) days prior to the requested date of the MVPP but no more than two (2) weeks in advance.
  12. MVPP applications will be reviewed by the City Manager's designee. Factors that shall be considered in the review of the MVPP application may include, but shall not be limited to: traffic impacts, public safety impacts, inconvenience to the surrounding neighborhood, the availability of appropriate parking spaces, number of similar permits previously approved, past compliance with MVPP permit regulations, and past compliance with applicable laws.
  13. Signs informing the public may be posted in front of reserved spots but cannot be blocked off until 30 minutes before start of permit.
  14. The MVPP shall not be issued unless the vendor has paid to the City the appropriate MVPP Permitting Fee. The MVPP Permitting Fee shall be set at \$10 (ten dollars) per day per vendor for any MVPP issued for a location that is *not* on a street in the Downtown or Old Yellowstone District area or a parking lot. Each MVPP of this sort shall entitle the vendor to park one (1) motorized vehicle and/or one (1) trailer.

## Downtown & Old Yellowstone District MVPP

*Downtown is defined in Municipal Code 2.36.030. Old Yellowstone District is defined as the area generally located west of the "Downtown" which is officially zone as OYDSPC (Old Yellowstone District South Poplar Corridor).*

1. Downtown MVPPs shall allow the vendor to park in the designated space(s) for a period of time that shall run from 6:00 PM until 3:00 AM the following day.

2. Downtown MVPPs shall be sponsored by a downtown business owner, downtown business manager, or downtown real property owner. The sponsor must own or operate a location that is within 100 (one hundred) feet of the nearest requested parking space.
3. When a complete Downtown MVPP application has been filed, the City shall email notice of the filing to the Downtown Development Authority.
4. The MVPP shall not be issued unless the vendor has paid to the City the appropriate MVPP Permitting Fee. The Downtown MVPP Permitting Fee shall be set at \$25 (twenty-five dollars) per day per parking space occupied on a street in the downtown area.

#### Parking Lots MVPP

1. The MVPP shall not be issued unless the vendor has paid to the City the appropriate MVPP Permitting Fee. The Parking Lot MVPP Permitting Fee shall be set at a flat fee of \$10 per day.
2. MVPPs shall allow the vendor to park in the designated space(s) for a period of time that shall run from 6:00 AM to 3:00AM.
3. City of Casper parking lots which are leased out may be available but would be leased by the leaseholder. Please contact City Clerk's office for availability and details.
4. Parking lots permits may be available for more than two (2) parallel and three (3) diagonal parking spots.

ORDINANCE NO. 4-18

AN ORDINANCE ESTABLISHING MOBILE VENDOR PARKING

WHEREAS, the City Council of Casper, Wyoming, has determined that mobile vendors bring vibrancy and interest to the City of Casper, including the downtown and the Old Yellowstone District; and,

WHEREAS, the City of Casper believes it is appropriate for public safety and convenience to establish legal oversight of mobile vendors; and,

WHEREAS, the City of Casper has engaged in review and discussion to balance the use of city parking.

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

**1.0-Mobile Vendor Parking Permit (MVPP) Required.**

- (a). It is unlawful for the owner, or any other person, to permit the operation of a Mobile Vendor Vehicle upon a city street, a city parking lot or a city parking garage, without first obtaining a Mobile Vendor Parking Permit (MVPP) as provided in this Ordinance/Chapter.
- (b). The purchase of a MVPP shall not be a substitute for, or affect in any way, the necessity of obtaining other licenses as are required by city, county, state and/or federal governments' laws and regulations.

**1.10-Definitions**

For purposes of this Ordinance the following terms are defined:

- (a). "Block face" – both sides of a public street between two consecutive intersecting public streets.
- (b). "Downtown" – is synonymous with the Downtown Development District, as defined in Section 2.36.030, as may be amended.
- (c). DOY is the "Downtown" area and the "Old Yellowstone District" area combined.
- (d). "Mobile Vendor Vehicle"- a mobile vendor vehicle is a vehicle or trailer which operates as a platform for an exchange of goods or services for payment; a food truck is an example, but the definition encompasses an exchange for value, of all other goods and services, as well.
- (e). "Old Yellowstone District" – is the area located generally west of the "downtown," which has been officially zoned OYDSPC (Old Yellowstone District and South Poplar

Street Corridor). The area designated as the “Old Yellowstone District” and may be modified upon approval of zone changes by the City Council.

## **2.00- Mobile Vendor Parking Permits Established.**

Obtaining a parking permit as described herein is a privilege. This privilege can be forfeited as provided herein.

Four classes of mobile vendor parking permits (MVPP) are established to permit mobile vendors with street legal vehicles or street legal trailers to park: (a), in city parking lots in the Downtown and Old Yellowstone District (DOY); (b), in city parking lots outside of the Downtown and Old Yellowstone District (DOY); (c), in city streets parking spaces or lanes other than in the Downtown and Old Yellowstone District; and (d), city streets lined parking spaces within the Downtown and Old Yellowstone District, pursuant to and in conformance with the limitations and restrictions of this ordinance.

## **2.05 General Limitations, Restrictions and Rules**

(a). Mobile vendors shall not use any public alleyway as a parking area within the City of Casper.

(b). Garbage collection and site cleanup are the responsibility of the permit holder; subsequent permit applications may be denied should this obligation not be fulfilled.

(c). A MVPP shall not be required for any mobile vendor that is parking within an area on a street that has been closed or partially closed pursuant to any city-issued street closure permit.

(d). A MVPP shall not allow a vendor to park on parkways or in handicapped parking spaces, loading zones, school-related critical parking zones, fire lanes, bus stops, or similarly restricted special parking places. The MVPP shall not allow the vendor to park in a way that would obstruct any pedestrian ramp, fire hydrant, driveway, garage, or vehicular traffic lane.

(e). The vendor shall position their vehicle or trailer in a manner that will allow all individuals to access the vehicle or trailer from a sidewalk, closed or barricaded road surface -protected from moving vehicles, or from private property. The vendor shall not operate in a manner that requires individuals to walk or stand in the driving areas or parking areas of the right-of-way, except to the extent that these individuals are within the physical confines of the vendor’s vehicle or trailer or a closed or barricaded portion of a parking area, which is protected from moving vehicles.

(f). The MVPP shall not entitle the vendor to place any equipment, furnishings, signs, tents, or any other items on the right-of-way, the parkway, or on any public sidewalk.

(g). The MVPP shall not grant exemptions from parking restrictions related to snow emergencies or any legal street closure or restriction.

(h). Signs informing the public, of the reserved spacing, may be posted on the curb or sidewalk of reserved street parking spaces/lanes, but such signs cannot be displayed until 30 minutes before the start-time of the permit.

(i). No vehicle associated with the vendor's operation, including pull vehicles, support vehicles, and/or employee's/ worker's vehicles may park on the same block as the MVPP unless the vehicles are parked within the reserved spots as specified by the MVPP.

(j). City electrical outlets (typically used for Christmas lights) may not be used unless written approval is granted by the City Park & Recreation Department, after paying a \$15.00 fee and posting a \$300.00 damage deposit with the City Clerk's office at the time of application.

## **2.10-Parking Permit Types and Costs.**

(A) All permits shall be purchased from the City Clerk's office, during usual business hours – 8:00 a.m. until 5:00 p.m., Monday – Friday, holidays and special event days exempted. The permit purchased is only valid for the vehicle/trailer described in the application and cannot be sold, traded or assigned.

(B) Four types of permits shall be available for purchase:

(1) City Parking Lots

(a)(i). PL/DOY - Casper Downtown and Old Yellowstone District parking lots permits - cost \$10 per day. These permits begin at 6:00 p.m. and expire at 3:00 a.m. the following morning, on weekdays: Mondays – Fridays, holidays exempted, in the Downtown and Old Yellowstone District. On Saturdays, Sundays, and designated holidays and Parade Day (but not on the parade route), the hours of permitted PL/DOY parking in the Downtown and Old Yellowstone District begin at 6:00 a.m. and expire at 3:00 a.m., the following morning.

(a)(ii). PL/O – Casper Parking Lots, other than those in the Downtown and Old Yellowstone District- permits – cost \$10.00 per day. These parking permits begin at 6:00 o'clock a.m. and expire at 3:00 o'clock a.m., the following morning.

(a)(iii). The PL/DOY and PL/O are the only permits for which buses or extended vehicles over twenty (20) feet in length can apply.



(a)(iv). The PL/DOY and PL/O permits may be purchased up to one (1) month before the requested parking date, that is, if the date sought is July 4<sup>th</sup>, then the earliest day to apply for the July 4<sup>th</sup> date is June 4<sup>th</sup> or the first business day after June 4<sup>th</sup>.

(2) City Street Parking

(a)(i). SPE – Street Parking with exceptions- permits - cost \$10 per day for street parking not in the Downtown or the Old Yellowstone District; parking hours are limited to begin at 6:00 a.m. until 3:00 a.m. the following morning. Only 1 permit per block face shall be issued per day. The application can request a maximum of 2 parallel parking spaces or 3 diagonal parking spaces.

(a)(ii). The SPE permits may be purchased up to one (1) month before the requested parking date, that is if the date sought is July 4<sup>th</sup>, then the earliest day to apply for the July 4<sup>th</sup> date is June 4<sup>th</sup> or the first business day after June 4<sup>th</sup>.

(b)(i). DOY – Downtown street parking and Old Yellowstone District street parking permits - cost \$25 per space per day. The application can request a maximum of 2 parallel parking spaces or 3 diagonal parking spaces.

(b)(ii). No DOY permit may be issued to one applicant for more than two (2) consecutive days on the same block face.

(b)(iii). The DOY permit may be purchased up to ten (10) days in advance of the requested parking date, but no later than five (5) days before the requested parking date. The day of the requested parking date is day 1 for purposes of counting back to the earliest application date. This means that the earliest date to request a Friday reserved parking date, is the Wednesday the week before the Friday requested; for a Saturday request the earliest date to make application is the Thursday the week before the requested Saturday, etc.

(b)(iii)(a). Downtown locations: Hours of operation are limited for a Downtown location to a start time of 6:00 p.m. until 3:00 a.m. the following morning. A maximum of 8 parking permits for all applicants can be issued in any one calendar month for any one block face.

(b)(iii)(b). Old Yellowstone District locations: These permits begin at 6:00 p.m. and expire at 3:00 a.m. the following morning, on weekdays: Mondays – Fridays, holidays exempted, in Old Yellowstone District. On Saturdays, Sundays, and designated holidays and Parade Day (but not on the parade route), the hours of parking/operation in the Old Yellowstone District begins at 6:00 a.m. and expires at 3:00 a.m., the following morning.

### **3.00- Notice to Downtown Development Authority**

When a complete MVPP application has been filed for parking in the Downtown or Old Yellowstone District, the City Clerk's office shall e-mail a notice of filing to the Downtown Development Authority.

### **4.00- Permit Application and Permit Contents/ Special Requirement for Downtown Parking.**

The MVPP permit application form shall require the vendor to specify and the permit shall state on its face:

- (i). The street legal vehicles or street legal trailers that will be operating under the MVPP, including the vehicles' license numbers and the owner of such vehicle and/or trailer and/or bus, with emergency contact cell/phone number;
- (ii). The date or dates for which the permit is requested;
- (iii). The parking lot or block on which the vendor wishes to operate. The block shall be identified by the street, and the side of the street, on which the vehicle or trailer will be parked, along with the two nearest cross streets in both directions from the desired location.
- (iv). The parking spot or spots that the vendor wishes to occupy or, if available, or the specific section of the parking lane/ parking lot the vendor wishes to occupy, if available.
- (v). If the MVPP will be for street parking in the Downtown area, then the application must also be co-signed by a Downtown business owner, Downtown business manager, or Downtown real property owner on the block face for which a MVPP is requested and that business property must be within 100 (one hundred) feet of the nearest requested parking space.
- (vi). Information deemed helpful or relevant by the City Clerk's office for the issuance of or enforcement of a MVPP.
- (vii). The MVPP shall be posted conspicuously upon the Mobile Vendor's Vehicle, as will the "gray slip", which verifies the applicant's approval from the Health Department, Building Department, and Fire Department.

### **5.00 – Penalties.**

- (A). Parking without required MVPP.
  - (i) If a mobile vendor is parked for operation on the street or the parking lots of the City of Casper, without the correct permit as stated herein, such conduct shall constitute a misdemeanor.

(ii). Any violation of this Ordinance/ Chapter which continues for a period of an additional hour after an initial citation was issued shall constitute a new, separate and distinct violation.

(iii). Any violation of this Ordinance/Chapter which continues for a period of an additional hour after a second or subsequent citation was issued, shall constitute a new, separate and distinct violation.

(B). Clean up of area.

(i).The MVPP holder shall pick-up and bag ongoing litter and trash within a 90 foot radius of the mobile vendor vehicle operation, as well as monitor for and remediate potential hazards associated with the vendor's operation and hazards due to product spills, product and product container refuge within a 90 foot radius of the mobile vendor vehicle operation.

(ii). A violation of this Ordinance/Chapter shall constitute a misdemeanor.

(C). Loss of MVPP application privilege.

Two or more violations of this Ordinance/Chapter within a nine month period shall result in a revocation of the owners' and business' ability to apply for a MVPP, for a period of six (6) weeks, which period of time shall commence as determined by the City Clerk, but no later than three (3) weeks after a plea of guilty, payment of fine, a nolo contendere plea or a finding of guilt after trial for the second violation.

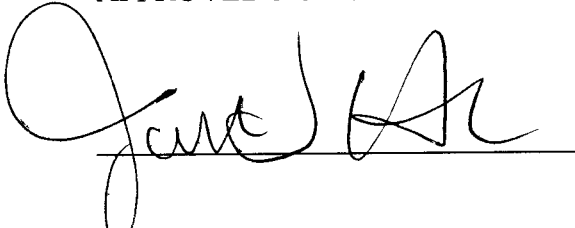
This Ordinance shall become effective on \_\_\_\_\_, 2018.

PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2018.

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2018.

PASSED, APPROVED AND ADOPTED on 3<sup>rd</sup> and final reading the \_\_\_\_ of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

March 29, 2018

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

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

SUBJECT: Public Hearing for the Transfer of Ownership, Operation, and Maintenance of the Hanly Acres Subdivision Water System to the Town of Mills

Meeting Type & Date

Regular Council Meeting  
April 3, 2018

Action Type

Public Hearing

Recommendation

That Council receive public input for the transfer of ownership, operation, and maintenance of the Hanly Acres Subdivision water system from the City of Casper to the Town of Mills.

Summary

The Hanly Acres Subdivision is located adjacent to the Town of Mills, to the northwest, and is located within the Town of Mills growth boundary. The subdivision currently receives water service from the City of Casper, as the Town of Mills does not have a water main extending into the area. The Town of Mills is working on a water main extension project in the area that will soon enable them to provide water service to the subdivision. The Town of Mills has requested that the City of Casper consider transferring ownership, operation, and maintenance of the subdivision water system to the Town of Mills. The ability for the Town of Mills to provide water service and the fact that the subdivision is within the Town of Mills growth boundary creates a situation where the Town of Mills would be the proper water purveyor for the said subdivision.

The transfer includes water system components comprised of water mains, valves, fire hydrants, and 42 water service connections. The residents, currently Casper outside-City water customers, would become customers of the Town of Mills.

Wyoming State Statute 15-1-112 requires a public hearing regarding the transfer of ownership of the water system components to the Town of Mills and that the hearing is advertised in the local newspaper once each week for three consecutive weeks. The advertisements were published on March 18, 25, and April 1, 2018. Consideration of the transfer is scheduled to take place at the April 17, 2018 regular City Council meeting.

Financial Considerations

The Town of Mills has approved a Bill of Sale in the amount of \$10.00 and other valuable consideration in hand.

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Copy of Advertisement



City of Casper  
Public Services Department  
200 North David Street  
Casper, WY 82601

### **Public Hearing Notice**

Transfer Ownership of the City of Casper Hanly Acres Water Distribution System to the Town of Mills

**April 3, 2018, 6:00 p.m. at Casper City Hall, City Council Chambers**

The City of Casper will conduct a public hearing at 6:00 p.m., local time, on April 3, 2018 in the City Council Chambers in Casper City Hall, 200 North David Street. The purpose of the hearing is to allow citizens to review and comment on the following project: Transfer Ownership of the City of Casper Hanly Acres Water Distribution System to the Town of Mills. The project involves the transfer of ownership of water main and service line piping and associated appurtenances to the Town of Mills. The piping and components involved are located within the Town of Mills Growth Boundary and will now be able to be served by the Town of Mills.

The City of Casper will hold a community meeting at the above time, date, and location and accept written comments on the proposed project, through April 3, 2018. Written comments can be sent to the following address:

City of Casper Public Utilities Office  
Casper City Hall  
200 North David Street  
Casper, WY 82601

For additional information, please contact Bruce Martin at (307) 235-7543, or by email at [bmartin@casperwy.gov](mailto:bmartin@casperwy.gov).

Publish:      March 18, 2018  
                  March 25, 2018  
                  April 1, 2018



ORDINANCE NO. 3-18

AN ORDINANCE AMENDING SECTION 17.12.120 OF THE CASPER MUNICIPAL CODE PERTAINING TO FENCES, WALLS, HEDGES, SHRUBS, TREES, ACCESSORY BUILDINGS AND ACCESSORY USES.

WHEREAS, at the November of 2017, City Council instructed Community Development to amend the above listed Ordinance to allow “buffering” for residential properties that abut Commercial, Business, Industrial, and Multi-use areas,

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

WHEREAS, the current Code in form does not allow residential properties to erect a buffering fence between the residential property and the Commercial, Business, Industrial, or Multifamily use areas to improve compatibility,

WHEREAS, the proposed amendment allows the residential property owner to erect a buffering fence abutting the Commercial, Business, Industrial, or Multifamily use property and the residential property owners cost,

WHEREAS, the Planning and Zoning Commission has reviewed and approved the proposed amendment to the Fencing Ordinance,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Section 17.12.120 of the Casper Municipal Code pertaining to fences, walls, hedges, shrubs trees, accessory buildings, and accessory uses,

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

SECTION 1:

Section 17.12.120 is hereby amended to add subsection “J” and renumber as follows:

17.12.120 Fences, walls, hedges, shrubs, trees, accessory buildings, and accessory uses.

- I. ~~Tree branches with overhang the public sidewalk or which are located within the right of way triangle, identified in Figure 17.12.120 of this section, shall be kept trimmed to a height of at least eight feet above the sidewalk. Tree branches which overhang the public streets or alleys shall be trimmed to a height of not less than fifteen feet above the street or alley~~ A fencing “buffer”



will be allowed for residential uses that abut a Commercial, Business, Industrial, or Multi-family use, in order to improve compatibility between the properties as follows:

1. All fence buffering shall be at the sole cost and expense of the resident owning the property immediately abutting the properties as described above.
  2. The "buffering" fence may run along, and the full length of the common property line and must be in compliance with section 17.12.120 (H). The remaining sides of the residential property must be fenced in compliance with subsections A through G of this section.
  3. Shall be constructed with a valid fence/accessory building permit for a fence with a height of up to six feet, and a valid building permit for fences that are constructed over six feet in height to a maximum eight feet. Both types of permits are obtained through the Community Development Department.
  4. Shall meet all other requirements of the Municipal Code for the area/zoning on which the property is located.
- J. Tree branches which overhang the public sidewalk or which are located within the right-of-way triangle, identified in Figure 17.12.120 of this section, shall be kept trimmed to a height of at least eight feet above the sidewalk. Tree branches which overhang the public streets or alley shall be trimmed to a height of not less than fifteen feet above the street or alley.

SECTION 2:

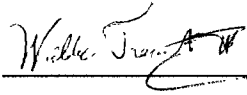
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED on 1st reading the 6<sup>th</sup> day of March, 2018

PASSED on 2nd reading the 20<sup>th</sup> day of March, 2018.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of \_\_\_\_\_, 2018

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

March 27, 2018

**MEMO TO:** J. Carter Napier, City Manager *JCN*  
**FROM:** Fleur Tremel, Assistant to the City Manager/City Clerk *FT*  
**SUBJECT:** Approving a Resolution Promoting Safer Schools

Meeting Type & Date  
Regular Council Meeting  
April 3, 2018

Action type  
Resolution

Recommendation  
That Council, resolution, approve the resolution promoting safer schools.

Summary  
On March 8, 2018 Councilman Dallas Laird, understanding that all children and adults should enjoy safety in schools, drafted a resolution with regard to violence in schools, and asked that Council approve it at the next regularly scheduled council meeting. The resolution states that it will be the policy of the City of Casper to promote and offer assistance to have safe schools. Furthermore, it resolves that the City will work with the broad spectrum of involved community members such as stakeholders, law enforcement, and mental health professionals to provide assistance on programs that will support a positive school environment.

Council indicated they would like to discuss the resolution at a work session. On March 21, 2018, at the work session, Council discussed the resolution as redrafted by City Attorney John Henley. At this meeting, Council indicated their support to move the resolution forward to the regular council meeting for formal approval.

Financial Considerations  
No Financial Considerations

Oversight/Project Responsibility  
City Council

Attachments  
Resolution

RESOLUTION NO. 18-61

A RESOLUTION PROMOTING SAFE SCHOOLS

WHEREAS, violence in schools, whether real or perceived, makes it difficult for students to concentrate on learning; and,

WHEREAS, the City of Casper encourages and wants to play its part in a comprehensive, coordinated effort, including school-wide, district-wide and community-wide strategies to collaborate to establish a positive environment for teaching and learning; and,

WHEREAS, school violence presents a clear and present danger to the students, parents, educators, para-educators, administrators and support staff of Casper, Wyoming, schools; and,

WHEREAS, all violence and threats of violence in schools undermine the sense of security that all students should have in their learning environments; and,

WHEREAS, the City Council of Casper, Wyoming, believes that all children and adults should enjoy safety in schools and in the City; and,

WHEREAS, Casper has one of the finest police departments in the State of Wyoming; and,

WHEREAS, it is the belief of the Casper City Council that we must be involved in innovative and meaningful way to confront school violence; and,

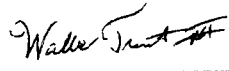
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the City Council of Casper, in regular session, duly assembled, states it is the policy of the City of Casper to promote and offer assistance to have safe schools.

BE IT FURTHER RESOLVED that the City of Casper will continue to work with a broad spectrum of local community stakeholders, local law enforcement, mental health professionals, parents, students, teachers and staff to provide assistance for programs that foster and support a positive school climate, free from harassment and violence;

BE IT FURTHER RESOLVED that the Casper City Council supports approaches that protect children, as they are particularly vulnerable when it comes to school violence, both as direct victims and as being traumatized by the exposure to the deaths of family members, friends, neighbors and community members.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
Full: John Henley

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ATTEST:

CITY OF CASPER, WYOMING,  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

March 6, 2018

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Cindie Langston, Solid Waste Manager  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Installation and Service Co., Inc., in the Amount of \$132,331.25, for the Solid Waste Facility Asphalt Improvements.

Meeting Type & Date  
Regular Council Meeting  
April 3, 2018

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an agreement with Installation and Service Co., Inc. (ISCO), in the amount of \$132,331.25, for the Solid Waste Facility Asphalt Improvements, Project No. 17-035. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$13,000.00, for a total project amount of \$145,331.25.

Summary

On Tuesday, March 6, 2018, six (6) bids were received for the Solid Waste Facility Asphalt Improvements, Project No. 17-035. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>ISCO</b>	<b>Mills, WY</b>	<b>\$132,331.25</b>
Ramshorn Construction	Casper, WY	\$145,256.40
Knife River	Casper, WY	\$154,093.75
71 Construction	Casper, WY	\$154,536.00
Andreen Hunt Construction	Mills, WY	\$174,050.00
Grizzly	Casper, WY	\$179,945.00

The Solid Waste Asphalt Improvements Project includes an asphalt mill and overlay, asphalt patching, loading dock reconstruction, miscellaneous concrete work, and removal and replacement of landscaping rocks at the Solid Waste Facility. Work is scheduled to be completed by July 20, 2018. The estimate prepared by the City Engineering Division was \$187,435.00.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was

published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations

Funding will be from the Balefill Fund allocated to asphalt improvements.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Installation and Service Co., Inc., P.O. Box 2938, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make asphalt and concrete improvements at the Solid Waste Facility; and,

WHEREAS, Installation and Service Co., Inc., is able and willing to provide those services specified as the Solid Waste Facility Asphalt Improvements, Project No. 17-035.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Solid Waste Facility Asphalt Improvements, Project No. 17-035, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **July 20, 2018**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **July 27, 2018**.
- 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-Two Thousand Three Hundred Thirty-One Dollars and 25/100 (\$132,331.25), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25<sup>th</sup> day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

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

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Pages BS-1, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.11 Division 02 – Site Construction, consisting of one (1) section.
- 8.12 Amendments & Supplements to the City of Casper Standard Specifications, consisting of five (5) sections.
- 8.13 Notice of Award.
- 8.14 Notice to Proceed.
- 8.15 Minutes of the Pre-Bid Conference, if any.

8.16 Contract Drawings consisting of eight (8) drawing sheets, with each sheet bearing the following general title:

**Solid Waste Facility Asphalt Improvements, Project No. 17-035**

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

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

8.19 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

*(This space intentionally left blank)*

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

Installation and Service Co., Inc.

WITNESS:

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

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

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

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

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur D. Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor



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

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

TOTAL BASE BID, IN NUMERALS: \$ 132,331.25

TOTAL BASE BID, IN WORDS: one hundred thirty two thousand three hundred thirty one and 25/100 DOLLARS.

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

Address of Bidder: Installation & Service Co, Inc.  
Po Box 2938  
Mills, WY 82644

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

Submitted on March 6, 2018.

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

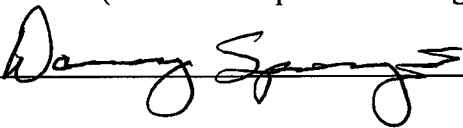
Phone Number: \_\_\_\_\_



A CORPORATION OR LIMITED LIABILITY COMPANY

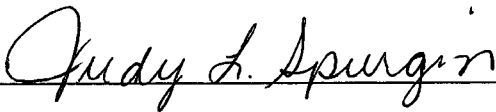
By: Installation & Service Co, Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By:  (seal)

(Title) Vice President

(Seal)

Attest: 

Business Address: Installation & Service Co, Inc.  
PO Box 2938  
Mills, WY 82644

Phone Number: 307-473-9000

A JOINT VENTURE

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

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

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

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

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

**EXHIBIT "B"**  
**BID SCHEDULE**  
 Revised February 28, 2018

**Solid Waste Facility Asphalt Improvements**  
**PROJECT NO. 17-035**

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

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

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$ 8,500.00	\$ 8,500.00
2	Temporary Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00
3	Remove Asphalt Surfacing by Cold Milling	SY	3,700	\$ 2.90	\$ 10,730.00
4	2" Asphalt Overlay	TON	415	\$ 90.00	\$ 37,350.00
5	Plug and Abandon Storm Sewer Inlet	EA	1	\$ 650.00	\$ 650.00
6	Remove Concrete Pad	SY	30	\$ 22.00	\$ 660.00
7	R&R Asphalt Section as Patch (6"/8")	SY	500	\$ 55.50	\$ 27,750.00
8	4" Asphalt Overlay	TON	10	\$ 110.00	\$ 1,100.00
9	Miscellaneous Concrete (6"/4")	SF	2,105	\$ 8.25	\$ 17,366.25
10	Concrete Steps	LS	1	\$ 1,500.00	\$ 1,500.00
11	R&R 6' Chain Link Fence and Gate	LS	1	\$ 4,000.00	\$ 4,000.00
12	R&R Landscaping Rocks with New 3"-6" River Rock	SF	8,500	\$ 2.15	\$ 18,275.00
13	4' x 4' Floor Drain	EA	1	\$ 2,950.00	\$ 2,950.00
<b>TOTAL BID</b>					<b>\$ 132,331.25</b>

• **BID IN WORDS:**

one hundred thirty two thousand three hundred thirty  
one dollars and twenty five cents

This bid submitted by: Installation & Service Co, Inc.  
 (Individual, partnership, corporation, or joint venture name)

**ADDENDUM NO. 1**

to the

BIDDING AND CONTRACT DOCUMENTS

for the

SOLID WASTE FACILITY ASPHALT IMPROVEMENTS  
PROJECT NO. 17-035

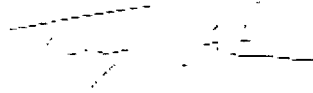
by

CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE: February 28, 2018

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

APPROVED: (CITY OF CASPER)

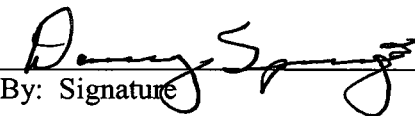


Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

Installation & Service Co, Inc.

Firm



By: Signature

Vice President

Title

February 28, 2018

Date Received

RESOLUTION NO. 18-62

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLATION AND SERVICE CO., INC., FOR THE SOLID WASTE FACILITY ASPHALT IMPROVEMENTS, PROJECT NO. 17-035.

WHEREAS, the City of Casper desires to make asphalt and concrete improvements at the Solid Waste Facility; and,

WHEREAS, Installation and Service Co., Inc., is able and willing to provide those services specified as Solid Waste Facility Asphalt Improvements, Project No. 17-035; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Thirteen Thousand Dollars (\$13,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

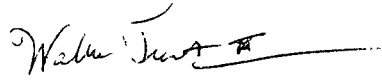
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Installation and Service Co., Inc., for those services, in the amount of One Hundred Thirty-Two Thousand Three Hundred Thirty-One Dollars and 25/100 (\$132,331.25).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Thirty-Two Thousand Three Hundred Thirty-One Dollars and 25/100 (\$132,331.25), and Thirteen Thousand Dollars (\$13,000.00) for a construction contingency account, for a total project amount of One Hundred Forty-Five Thousand Three Hundred Thirty-One Dollars and 25/100 (\$145,331.25).

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 Thirteen Thousand Dollars (\$13,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:  
(Solid Waste Facility Asphalt Improvements, Project No. 17-035)



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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
Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

March 9, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with High Plains Construction, Inc., in the amount of \$656,299, for the McKinley Street Railroad Underpass Storm and Sanitary Sewer Improvements, Project No. 15-35.

Meeting Type and Date:  
Regular Council Meeting  
April 3, 2018

Action Type:  
Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with High Plains Construction, Inc. (HPC), for the Construction of the McKinley Street Railroad Underpass Storm and Sanitary Sewer Improvements, Project No. 15-35, in the amount of \$656,299. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000, for a total contract amount of \$676,299.

Summary:

On March 8, 2018, the City of Casper received four (4) bids for the McKinley Street Railroad Underpass Storm and Sanitary Sewer Improvements, Project No. 15-35. The bids received are as follows:

Contractor	Location	Total Base Bid
<b>HPC</b>	<b>Mills, Wyoming</b>	<b>\$656,299.00</b>
71 Construction, Inc.	Mills, Wyoming	\$664,400.00
Andreen Hunt Construction, Inc.	Casper, Wyoming	\$664,778.00
Grizzly Excavating and Construction, LLC	Casper, Wyoming	\$702,765.00

The Engineer's Estimate prepared by Civil Engineering Professionals, Inc. (CEPI) was \$718,500. CEPI is under contract for engineering, design, bidding, construction for the work of the McKinley Street Railroad Underpass Storm and Sanitary Sewer Improvements, Project No. 15-35.

The McKinley Street railroad underpass and lift station are located within Burlington Northern and

HPC  
McKinley Street Underpass  
Storm and Sanitary Sewer Improvements  
Project No. 15-35

Memo - Page 1 of 2

Santa Fe Railway (BNSF) and City of Casper right-of-ways along North McKinley Street. The existing storm sewer piping and lift station within the underpass and immediately south of the underpass were constructed in 1982 and received upgrades in 2010.

Currently, the existing storm sewer within the underpass does not convey storm water effectively. The trench drains to the north and south of the underpass collect excessive silt and debris, which have caused several issues for the City of Casper including flooding, traffic restrictions and maintenance difficulties.

Because of the need for improvements in this area, CEPI was contracted to design improvements to the storm water infrastructure around the underpass. Sanitary sewer manhole replacements and ornamental fencing replacements, along the pedestrian walkways through the underpass, will also be included as part of this project.

The project site is located within a right-of-way owned by the Burlington Northern and Santa Fe Railway (BNSF). The Contractor will be required to obtain all required BNSF permits for the project.

#### Financial Considerations

Funding for the project will be from Optional One Cent #15 funds allocated for the McKinley Street Underpass, Rails to Trails Regional Detention Pond funds and Sanitary Sewer Reserves funds.

#### Oversight/Project Responsibility

Alex Sveda, Associate Engineer

#### Attachments

Memo, 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 High Plains Construction, Inc., P.O. Box 370, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make storm water and sanitary sewer improvements to North McKinley Street; and,

WHEREAS, the Contractor is able and willing to provide those services specified as the McKinley Street Underpass Storm & Sanitary Sewer Improvements, Project No. 15-35.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for McKinley Street Underpass Storm & Sanitary Sewer Improvements, Project No. 15-35, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by the Civil Engineering Professionals, Inc., 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 ninety (90) calendar days after the date of the Notice to Proceed and ready for final payment in accordance with Article 14 of the General Conditions ninety-seven (97) calendar days after the Notice to Proceed and no later than September 28th, 2018. 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 the Work is substantially complete.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) 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 Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Six Hundred Fifty-Six Thousand Two Hundred Ninety-Nine and 0/100 Dollars (656,299.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and Bid Schedule – Addendum #2, Schedule A and Schedule B) and by this reference made as part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 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.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted 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 and Bid Schedule – Addendum #2, Schedule A and Schedule B.
- 8.4 Addenda Numbers 1 and 2.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of eleven (11) Sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Contract Drawings consisting of fourteen (14) Drawings, with each sheet bearing the following general title:  
  
**McKinley Street Underpass Storm & Sanitary Sewer Improvements, Project No. 15-35**
- 8.14 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.
- 8.15 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 \_\_\_\_\_, 2018.

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

APPROVED AS TO FORM:

(McKinley Street Underpass Storm & Sanitary Sewer Improvements, Project No. 15-35)

*Fleur D. Tremel*

WITNESS:

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

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

ATTEST:

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

Fleur D. Tremel

Title: City Clerk

CONTRACTOR:

High Plains Construction, Inc.

P.O. Box 370

Mills, Wyoming 82644

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

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

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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

Ray Pacheco

Title: Mayor



C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL COMBINED BID, IN NUMERALS: \$ 656,299.00

TOTAL COMBINED BID, IN WORDS: six hundred fifty six thousand two hundred, ninety nine 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: High Plains Construction Inc.  
P.O. Box 370  
Mills, Wyoming 82644

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

Submitted on Mar. 8, 2018.

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: High Plains Construction Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Richard L. Moore (seal)  
Richard L. Moore

(Title) President

(Seal)

Attest: Renee Barnes  
Renee Barnes

Business Address: P.O. Box 370  
Mills, Wyoming 82644

Phone Number: 307-265-2244

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 - ADDENDUM #2**

**MCKINLEY STREET UNDERPASS STORM & SANTARY SEWER IMPROVEMENTS**

**CITY OF CASPER PROJECT NO. 15-35**

**Bid Date: March 8th @10AM**

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this 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 the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum                      EA = Each                      LF = Linear Feet                      AC = Acre  
 SY = Square Yard                      SF = Square Foot                      CY = Cubic Yard                      Ton = Ton

<b>Schedule A - McKinley Street Underpass Storm Sewer</b>					
<b>ITEM</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
A.1	Mobilization and Bonds	1	LS		\$50,000.00
A.2	Demolition and Removals	1	LS		\$61,360.00
A.3	Earthwork	1	LS		\$18,000.00
A.4	Traffic Control	1	LS		\$9,000.00
A.5	Seeding and Mulching	1	LS		\$3,000.00
A.6	29" x 18" Horizontal Elliptical RCP Storm Sewer	205	LF	\$155.00	\$31,775.00
A.7	18" x 11" Horizontal Elliptical RCP Storm Sewer	45	LF	\$148.00	\$6,660.00
A.8	15" RCP Storm Sewer	230	LF	\$88.00	\$20,240.00
A.9	18" RCP Storm Sewer	10	LF	\$89.00	\$890.00
A.10	24" RCP Storm Sewer	15	LF	\$110.00	\$1,650.00
A.11	20"W x 18"D Trench Drain with Cast-in-Place catch basins	30	LF	\$890.00	\$26,700.00
A.12	Valley Gutters	50	LF	\$118.00	\$5,900.00
A.13	48" Manhole w/no steps	2	EA	\$2,180.00	\$4,360.00
A.14	60" Manhole w/no steps	2	EA	\$3,770.00	\$7,540.00
A.15	Single Catch Basin	8	EA	\$1,780.00	\$14,240.00
A.16	Double Catch Basin	2	EA	\$4,290.00	\$8,580.00
A.17	Spring Assisted Access Hatch	2	EA	\$2,692.00	\$5,384.00
A.18	24" EPDM Check Valve at Sewer Connection	1	EA	\$6,730.00	\$6,730.00
A.19	Adjust Manhole top and install 5'x5' concrete diamond	11	EA	\$1,230.00	\$13,530.00
A.20	12" PCCP w/4" Base Course	35	SY	\$133.00	\$4,655.00
A.21	4" Asphalt Patch with 12" base course	525	SY	\$55.00	\$28,875.00
A.22	2" Cold Milling	1,700	SY	\$5.00	\$8,500.00
A.23	Concrete Sidewalk, Curb & Gutter, and Railings	200	SY	\$94.00	\$18,800.00
A.24	2" Asphalt Overlay	300	Ton	\$92.00	\$27,600.00
A.25	Foundation Material	250	CY	\$40.00	\$10,000.00
A.26	Select Backfill	350	CY	\$16.00	\$5,600.00
A.27	Flow Fill	50	CY	\$124.00	\$6,200.00
A.28	BNSF Permitting	1	LS		\$19,600.00
A.29	Industrial Ornamental Steel Fence	750	LF	\$95.00	\$71,250.00
A.30	Force Account	10,000	FA	\$1.00	\$10,000.00
<b>SUBTOTAL - BID SCHEDULE A</b>					<b>\$506,619.00</b>
<b>Schedule B - McKinley Street Underpass Sanitary Sewer Maintenance</b>					
<b>ITEM</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
B.1	Mobilization and Bonds	1	LS		\$14,900.00
B.2	Demolition and Removals	1	LS		\$15,700.00
B.3	Traffic Control	1	LS		\$7,200.00
B.4	24" SDR35 PVC Sewer Pipe	220	LF	\$236.00	\$51,920.00
B.5	48" Manhole w/no steps	4	EA	\$2,960.00	\$11,840.00
B.6	60" Manhole w/no steps	3	EA	\$4,040.00	\$12,120.00
B.7	24" Indiana Seal with Shear Ring	15	EA	\$1,360.00	\$20,400.00
B.8	Foundation Material	250	CY	\$40.00	\$10,000.00
B.9	Select Backfill	350	CY	\$16.00	\$5,600.00
<b>SUBTOTAL - BID SCHEDULE B</b>					<b>\$149,680.00</b>
				<b>Bid Schedule A</b>	<b>\$506,619.00</b>
				<b>Bid Schedule B</b>	<b>\$149,680.00</b>
				<b>Total Base Bid</b>	<b>\$656,299.00</b>

RESOLUTION NO.18-63

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGH PLAINS CONSTRUCTION, INC. (HPC), MCKINLEY STREET RAILROAD UNDERPASS STORM AND SANITARY SEWER IMPROVEMENTS, PROJECT NO. 15-35.

WHEREAS, the City of Casper desires to construct storm water and sanitary sewer improvements near the McKinley Street Underpass; and,

WHEREAS, HPC is able and willing to provide those services, specified as McKinley Street Railroad Underpass Storm and Sanitary Sewer Improvements, Project No. 15-35; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than twenty thousand (\$20,000) and other project administration related change orders that do not substantially alter the scope of the project.

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

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Six Hundred Fifty-Six Thousand Two Hundred Ninety-Nine and 00/100 Dollars (656,299.00), and Twenty Thousand and 00/100 Dollars (\$20,000.00) for a construction contingency account, for a total price of Six Hundred Seventy-Six Thousand Two Hundred Ninety-Nine and 00/100 Dollars (676,299.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

HPC  
McKinley Street Underpass  
Storm and Sanitary Sewer Improvements  
Project No. 15-35

APPROVED AS TO FORM:

*Walter J. ...*

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ATTEST:

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Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Ray Pacheco  
Mayor

HPC  
McKinley Street Underpass  
Storm and Sanitary Sewer Improvements  
Project No. 15-35

Resolution - Page 2 of 2

March 8, 2018

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

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

SUBJECT: Authorizing an agreement with Duraplay, Inc., in the amount of \$89,450, for the Aquatic Center Rubber Flooring, Project No. 18-023.

Meeting Type & Date:

Regular Council Meeting  
April 3, 2018

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Duraplay, Inc., in the amount of \$89,450, for the Aquatic Center Rubber Flooring, Project No. 18-023. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$2,550, for a total project amount of \$92,000.

Summary:

On Thursday, March, 8, 2018, two (2) bids were received for the Aquatic Center Rubber Flooring, Project No. 18-023. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Duraplay Inc.</b>	<b>Driftwood, Texas</b>	<b>\$89,450</b>
Haass Construction	Casper, Wyoming	\$185,000

The project consists of removal and replacement of the EPDM rubber flooring at the Casper Family Aquatic Center. The original rubber flooring was installed in 2010 with an expected service life of 7-8 years. The completion date for the project is June 10, 2018. The estimate prepared by the City Engineering Division was \$90,000.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Duraplay, Inc.  
Aquatic Center Rubber Flooring  
Project No. 18-023

Financial Considerations:

Funding for this project will be from 1%14 money allocated to Aquatics Center Upgrades.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

Duraplay, Inc.  
Aquatic Center Rubber Flooring  
Project No. 18-023

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Duraplay, Inc., 150 Brownson Lane, Driftwood, Texas 78619, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace the EPDM rubber flooring at the Casper Family Aquatic Center and,

WHEREAS, Duraplay, Inc., is able and willing to provide those services specified as the Aquatic Center Rubber Flooring, Project No. 18-023.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Aquatic Center Rubber Flooring Project No. 18-023, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by June 10, 2018 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by June 15, 2018.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Eighty-Nine Thousand Four Hundred Fifty Dollars (\$89,450) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.



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

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 8.4 Addenda No. (0).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of one (1) section.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:  

**Aquatic Center Rubber Flooring Project No. 18-023**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

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

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

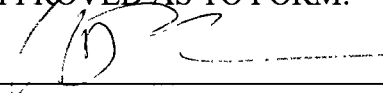
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CONTRACTOR:

ATTEST:

Duraplay, Inc.

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

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

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur D. Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION:      City of Casper  
   **Aquatic Center Rubber Flooring**  
   **Project No. 18-023**

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

1.      The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by June 10 2018, and completed and ready for final payment not later than June 15, 2018 in accordance with the Bidding Documents.
2.      Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3.      Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4.      In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.      Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
  
            Addendum No. \_\_\_\_\_                      Dated \_\_\_\_\_  
            Addendum No. \_\_\_\_\_                      Dated \_\_\_\_\_
  - B.      Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C.      This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

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

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

TOTAL BASE BID, IN NUMERALS: \$ 89,450.00

TOTAL BASE BID, IN WORDS: EIGHTY NINE THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS.

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

Address of Bidder: DURAPLAY INC.  
150 BROWNSON LN.  
DRIFTWOOD TX 78619

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 MARCH 7<sup>th</sup>, 2018.

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

IF BIDDER IS:

AN INDIVIDUAL

By: N/A (seal)  
(Individual's Name)

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

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

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

A PARTNERSHIP

By: N/A (seal)  
(Firm's Name)

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

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

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: DURAPLAY INC CORPORATION (seal)  
(Corporation's or Limited Liability Company's Name)

TEXAS  
(State of Incorporation or Organization)

By: [Signature] (seal)  
DARRIN TOOMEY OWNER  
(Title)

(Seal)

Attest: [Signature]

Business Address: DURAPLAY INC  
150 BROWNSON LN.  
DRIFTWOOD TX 78619

Phone Number: 512-847-2473

A JOINT VENTURE

By: N/A (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  
AQUATIC CENTER RUBBER FLOORING  
PROJECT NO. 18-023**

BID DATE March 8, 2018

COMPANY NAME:

DURAPLAY INC

ADDRESS

150 BROWNSON LN  
W DRIFTWOOD TX 78619

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

SF = Square Foot

ITEM NO.	BASE BID SCHEDULE				
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Remove and Replace EPDM Rubber Flooring System	SF	9,000	9.938	89450.00
<b>TOTAL BASE BID</b>					<b>89450.00</b>

Total Base Bid in words

Eighty Nine Thousand Four Hundred Fifty and 00/100 -

Bid submitted by

DURAPLAY INC

(Individual, Partnership, Corporation or Joint-venture)



RESOLUTION NO. 18-64

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DURAPLAY, INC., FOR THE AQUATIC CENTER RUBBER FLOORING PROJECT NO. 18-023.

WHEREAS, the City of Casper desires to remove and replace the EPDM Rubber flooring at the Casper Family Aquatic Center for the Aquatic Center Rubber Flooring Project; and,

WHEREAS, Duraplay, Inc., is able and willing to provide those services specified as Aquatic Center Rubber Flooring Project, No. 18-023; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Two Thousand Two Hundred Fifty and 00/100 Dollars (\$2,250.00) and other project administration related change orders that do not substantially alter the scope of the project.

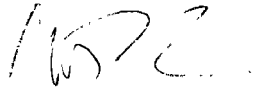
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Duraplay, Inc., for those services, in the amount of Eighty-Nine Thousand Four Hundred Fifty and 00/100 Dollars (\$89,450.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Eighty-Nine Thousand Four Hundred Fifty and 00/100 Dollars (\$89,450.00) and Two Thousand Two Hundred Fifty and 00/100 Dollars (\$2,250.00) for a construction contingency account, for a total project amount of Ninety-Two Thousand and 00/100 Dollars (\$92,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Two Thousand Two Hundred Fifty and 00/100 Dollars (\$2,250.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

---

Ray Pacheco  
Mayor

March 8, 2018

**MEMO TO:** J. Carter Napier, City Manager *JCN*  
**FROM:** Andrew Beamer, Public Services Director *AB*  
Jolene Martinez, Assistant to the City Manager  
**SUBJECT:** Approval of an agreement of acceptance for property

**Meeting Type & Date**

Council Meeting April 3, 2018

**Action Type**

Resolution

**Recommendation**

That Council by resolution, approve an agreement of acceptance for a property transfer from the Wyoming State Transportation Commission

**Summary**

The Wyoming State Transportation Commission currently owns 2.65 acres along the river in the First Street bridge area. The Platte River Revival Advisory Committee requested the transfer of this property to the City of Casper because City of Casper ownership will complement river restoration plans, improve opportunities to secure funding for the restoration, and provide public access. The Wyoming State Transportation Commission agreed.

Once the acceptant agreement has been made, materials will need to be executed by the City of Casper at a later time.

**Financial Considerations**

There will be little to no maintenance required for this property.

**Oversight/Project Responsibility**

Jolene Martinez, Assistant to the City Manager

**Attachments**

Resolution

Agreement with exhibits

## AGREEMENT OF ACCEPTANCE

**WHEREAS**, the City of Casper, Wyoming, a Wyoming municipal corporation located at 200 North David Street, Casper, Wyoming, deems that it would be in the best interest of the public, that a certain portion of highway right-of-way of Transportation Commission of Wyoming Project No. M-4109(2), become a necessary and desirable addition to public green space.

Said portion of highway right-of-way being more particularly described as follows:

A parcel of land situate within the SW1/4SW1/4 (LOT 6 and LOT 5 ASBELL ADDITION) of Section 4, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof and being more particularly described by metes and bounds as follows:

Commencing at Corner Number 3 as shown on the Asbell Addition Plat, an Addition to the City of Casper, recorded August 27, 1974 in book 254 of Deeds on Page 550 (Instrument# 160003);

Thence N0°36'51"W, along the east line of said Asbell Addition, a distance of 249.55 feet to a point on the east line of said Lot 6 and being the Point of Beginning;

Thence S25°06'24"W, a distance of 318.10 feet to an angle point between Lot 6 and Lot 7 of said Asbell Addition;

Thence S12°38'54"W, a distance of 493.36 feet to an angle point between Lot 6 and Lot 7 of said Asbell Addition, said point also located on the northerly Right-of-Way line of West First Street;

Thence in a southwesterly direction along the northerly right-of-way line of West First Street and the arc of a non-tangent curve to the left having a radius of 1029.93 feet, through a central angle of 7°36'33", a distance of 136.78, feet, having a chord bearing of S79°28'19"W, and a distance of 136.68 feet to an angle point of this boundary located on the east line of the Wingfoot Commercial Tire Systems, LLC. Deed recorded January 8, 2001 as Instrument #664037, and being in Lot 5 of said Asbell Addition;

Thence N15°10'00"E, along the East line of Instrument #664037 and through Lot 5 of said Asbell Addition, a distance of 288.20 feet to an angle point being the southeast corner Lot 2 of the Asbell Addition, and returning the west line of said Lot 6;

Thence N8°47'59"E, along the west line of Lot 6 of said Asbell Addition, a distance of 191.95 feet to an angle point;

Thence N23°00'29"E, along the west line of Lot 6 and the east line of Lot 1, of said Asbell Addition, a distance of 618.56 feet to the northwest corner of said Lot 6, located on the southerly right-of-way line of the Burlington Northern Railroad;

Thence in a northeasterly direction along the north line of said Lot 6 and the southerly right-of-way line of the Burlington Northern Railroad and a curve to the right having a radius of 5629.65 feet, through a central angle of 0°17'41", a distance of 28.96 feet, having a chord bearing of N76°32'53"E a distance of 28.96 feet to the northeast corner of said Lot 6, Asbell Addition;

Thence S00°36'51"E, along the East line of Lot 6 of said Asbell Addition, a distance of 249.55 feet to the Point of Beginning.

The above described parcel contains 2.68 acres (116,782.04 s.f.) more or less, and

is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

Grantor conveys and quitclaims to the grantee all the estate, right, title, interest, property, claim demand whatsoever, in law as in equity, and any and all after acquired title of the grantor, in or to the above described premises and every part and parcel thereof, with the appurtenances, tenements and hereditaments there unto belonging.

Grantee, its successors and assigns, do hereby agree that upon release by the grantor of all right, title and interest in and to the above described land, said grantee will assume all responsibility for said land in accordance with the provisions of W. S. § 24-3-126, and that in the event the above described land is no longer needed for public purposes, such land shall immediately revert to the grantor.

The grantee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the grantee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*); 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964), as amended, set forth in this Assurance.

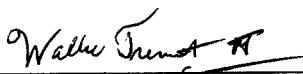
In the event of breach of any of the above Non-discrimination covenants, the Wyoming Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Wyoming Department of Transportation and its assigns.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That upon relinquishment by the Transportation Commission of Wyoming of the above described portion of highway, said City of Casper will assume all responsibility thereof, in accordance with the provisions of W.S. § 24-3-126.

In Witness whereof, this relinquishment is accepted by the City of Casper, Wyoming this \_\_\_\_\_ Day of \_\_\_\_\_, A.D., two thousand seventeen, to-wit:

City of Casper, Wyoming

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF NATRONA                )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Ray Pacheco as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF NATRONA                )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as the \_\_\_\_\_ of \_\_\_\_\_.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)

[My Commission Expires:  
\_\_\_\_\_



**EXHIBIT "A"  
LOT 6 ASBELL ADDITION**

A parcel of land situate within the SW1/4SW1/4 (LOT 6 and LOT 5 ASBELL ADDITION) of Section 4, T.33N., R.79W., 6<sup>th</sup> P.M., Natrona County, Wyoming,, as shown on Exhibit B attached hereto and by this reference made a part hereof and being more particularly described as follows

Commencing at Corner Number 3 as shown on the Asbell Addition Plat, an Addition to the City of Casper, recorded August 27, 1974 in book 254 of Deeds on Page 550 (Instrument # 160003);

Thence N0°36'51"W, along the east line of said Asbell Addition, a distance of 249.55 feet to a point on the east line of said Lot 6 and being the Point of Beginning;

Thence S25°06'24"W, a distance of 318.10 feet to an angle point between Lot 6 and Lot 7 of said Asbell Addition;

Thence S12°38'54"W, a distance of 493.36 feet to an angle point between Lot 6 and Lot 7 of said Asbell Addition, said point also located on the northerly Right-of-Way line of West First Street;

Thence in a southwesterly direction along the northerly right-of-way line of West First Street and the arc of a non-tangent curve to the left having a radius of 1029.93 feet, through a central angle of 7°36'33", a distance of 136.78, feet, having a chord bearing of S79°28'19"W, and a distance of 136.68 feet to an angle point of this boundary located on the east line of the Wingfoot Commercial Tire Systems, LLC. Deed recorded January 8, 2001 as Instrument #664037, and being in Lot 5 of said Asbell Addition;

Thence N15°10'00"E, along the East line of Instrument #664037 and through Lot 5 of said Asbell Addition, a distance of 288.20 feet to an angle point being the southeast corner Lot 2 of the Asbell Addition, and returning the west line of said Lot 6;

Thence N8°47'59"E, along the west line of Lot 6 of said Asbell Addition, a distance of 191.95 feet to an angle point;

Thence N23°00'29"E, along the west line of Lot 6 and the east line of Lot 1, of said Asbell Addition, a distance of 618.56 feet to the northwest corner of said Lot 6, located on the southerly right-of-way line of the Burlington Northern Railroad;

Thence in a northeasterly direction along the north line of said Lot 6 and the southerly right-of-way line of the Burlington Northern Railroad and a curve to the right having a radius of 5629.65 feet, through a central angle of 0°17'41", a distance of 28.96 feet, having a chord bearing of N76°32'53"E a distance of 28.96 feet to the northeast corner of said Lot 6, Asbell Addition;

Thence S00°36'51"E, along the East line of Lot 6 of said Asbell Addition, a distance of 249.55 feet to the Point of Beginning.

The above described parcel contains 2.68 acres (116,782.04 s.f.) more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared by me from notes provided by the City of Casper and the Transportation Commission of Wyoming in November, 2017 and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

Burlington Northern Railroad

R=5629.65  
L=28.96'  
Δ=0°17'41"  
CH B=N76°32'53"E  
CH L=28.96

S0°36'51"E 249.55'

POINT OF BEGINNING

LOT 1

N23°00'29"E 618.56'

S25°06'24"W 318.10'

N0°36'51"W 249.55'

ASBELL ADDITION  
COR 3

LOT 6

LOT 7

PRONGHORN STREET

LOT 2

N8°47'59"E 191.95'

HIGHWAY COMMISSION

S12°38'54"W 493.36'

CITY OF CASPER

INSTRUMENT #664037

LOT 5  
N15°10'00"E 288.20'

R=1029.93  
L=136.78'  
Δ=7°36'33"  
CH B=S79°28'19"W  
CH L=136.68

WEST FIRST STREET



SCALE: 1" = 100'



Civil Engineering Professionals, Inc.  
6080 Enterprise Drive, Casper, WY 82609  
Phone 307.266.4346 Fax 307.266.0103  
www.cepi-casper.com

**EXHIBIT "B"**  
**STATE HIGHWAY COMMISSION**  
**LOT 6 AND LOT 5 ASBELL ADDITION**

SW1/4SW1/4, Section 4, T.33N., R.79W., 6TH P.M.  
Natrona County, Wyoming  
March, 2018  
W.O. 17-102



RESOLUTION NO. 18-65

A RESOLUTION REQUESTING A PROPERTY TRANSFER FROM THE WYOMING STATE TRANSPORTATION COMMISSION TO THE CITY OF CASPER, AND APPROVING AN AGREEMENT OF ACCEPTANCE

WHEREAS, the City of Casper desires to obtain a 2.65-acres property, more or less, located adjacent to the North Platte River, for the purpose of preservation and restoration of the North Platte riparian corridor through the Casper City limits; and,

WHEREAS, the Wyoming State Transportation Commission currently owns said 2.65-acre property, more or less, which is described more particularly below:

A parcel of land located in Lot 6 of the Asbell Addition to the City of Casper, SW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 4, T.33N., R.79W., of the 6th P.M., Natrona County, Wyoming, being described by metes and bounds as follows:

Commencing at Corner Number 3 as shown on the Asbell Addition Plat, an Addition to the City of Casper, recorded August 27, 1974 in book 254 of Deeds on Page 550 (Instrument# 160003); Thence N0°36'51"W, along the east line of said Asbell Addition, a distance of 249.55 feet to a point on the east line of said Lot 6 and being the Point of Beginning; Thence S25°06'24"W, a distance of 318.10 feet to an angle point between Lot 6 and Lot 7 of said Asbell Addition; Thence S12°38'54"W, a distance of 493.36 feet to an angle point between Lot 6 and Lot 7 of said Asbell Addition, said point also located on the northerly Right-of-Way line of West First Street; Thence in a southwesterly direction along the northerly right-of-way line of West First Street and the arc of a non-tangent curve to the left having a radius of 1029.93 feet, through a central angle of 7°36'33", a distance of 136.78, feet, having a chord bearing of S79°28'19"W, and a distance of 136.68 feet to an angle point of this boundary located on the east line of the Wingfoot Commercial Tire Systems, LLC. Deed recorded January 8, 2001 as Instrument #664037, and being in Lot 5 of said Asbell Addition; Thence N15°10'00"E, along the East line of Instrument #664037 and through Lot 5 of said Asbell Addition, a distance of 288.20 feet to an angle point being the southeast corner Lot 2 of the Asbell Addition, and returning the west line of said Lot 6; Thence N8°47'59"E, along the west line of

Lot 6 of said Asbell Addition, a distance of 191.95 feet to an angle point; Thence N23°00'29"E, along the west line of Lot 6 and the east line of Lot 1, of said Asbell Addition, a distance of 618.56 feet to the northwest corner of said Lot 6, located on the southerly right-of-way line of the Burlington Northern Railroad; Thence in a northeasterly direction along the north line of said Lot 6 and the southerly right-of-way line of the Burlington Northern Railroad and a curve to the right having a radius of 5629.65 feet, through a central angle of 0°17'41", a distance of 28.96 feet, having a chord bearing of N76°32'53"E a distance of 28.96 feet to the northeast corner of said Lot 6, Asbell Addition; Thence S00°36'51"E, along the East line of Lot 6 of said Asbell Addition, a distance of 249.55 feet to the Point of Beginning.

WHEREAS, said 2.68-acre property being sought by the City of Casper will be used for a local public purpose, and the City of Casper will assume all responsibility regarding the property; and,

WHEREAS, the Wyoming State Transportation Commission has provided the City with an "Agreement of Acceptance," which must be executed prior to the State relinquishing ownership of said parcel; and,

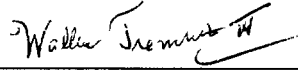
WHEREAS, the governing body of the City of Casper finds that the "Agreement of Acceptance" should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the "Agreement of Acceptance" between the City of Casper and the Wyoming State Transportation Commission, as described above.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the "Agreement of Acceptance."

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



---

ATTEST:

---

Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Ray Pacheco  
Mayor

March 16, 2018

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

FROM: Andrew Beamer, P.E., Public Services Director  
Cindie Langston, Casper Solid Waste Division Manager  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Caspar Building Systems, Inc., in the amount of \$7,030,643.00, for the Baler Building Expansion, Project No. 13-50

Meeting Type & Date

Regular Council Meeting

April 3, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize an agreement with Caspar Building Systems, Inc., for the Baler Building Expansion, Project No. 13-50, in the amount of \$7,030,643.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$351,532.00, for a total project amount of \$7,382,175.00.

Summary

The existing Casper Solid Waste Facility and baler building (aka transfer station) were designed in 1983 to process 70,000 to 80,000 tons of solid waste each year; however, the transfer station is currently processing between 125,000 and 135,000 tons of solid waste per year. The baler building was built in 1984 to process a maximum of 60,000 tons of Municipal Solid Waste (MSW) on its drop off floor. Casper has received an average of 110,000 tons of MSW at the baler building within the last three (3) years. The floor space is significantly undersized for the current volumes of waste. To accept the current volume of MSW at the baler building, it is critical to perform structural improvements and expand the floor area for mixing waste.

In addition to performing structural improvements and expanding the floor area, City Council approved at the June 16, 2015 Regular Council Meeting the expansion of the baler building on the south side to include a Materials Recovery Facility (MRF). The MRF will be used to reduce waste going into the landfill by recovering recyclable materials. In addition, the MRF will reduce operational costs to bale and broker recyclable material by using existing City staff to bale and arrange brokering and transportation to recycling markets. Out-of-county landfill customers may also benefit by diverting more waste from the landfill - for example, pay Casper \$5.00 to \$20.00 per ton (depending on the material) to bale and broker recyclable materials instead of the landfill disposal fee.

On Tuesday, March 13, 2018, six (6) bids were received from contractors to construct the Baler Building Expansion. The bids received for this work follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Caspar Building Systems</b>	<b>Casper, Wyoming</b>	<b>\$7,085,468.00</b>
Sampson Construction	Cheyenne, Wyoming	\$7,703,000.00
Diamond Point Construction	Buffalo, Wyoming	\$7,729,387.00
Powder River Construction	Gillette, Wyoming	\$8,701,350.00
Pope Construction	Mills, Wyoming	\$9,934,700.00
Andreen Hunt Construction	Mills, Wyoming	\$10,058,500.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. As the low bid was received from an in-state contractor, no bid preference was granted. Two (2) bid items were negotiated out of the bid amount to reduce the Caspar Building Systems bid to \$7,030,643,

Work is scheduled to be completed within 420 calendar days of an executed Notice to Proceed. The estimate prepared by HeinBond Architecture was \$7,768,075.00.

Financial Considerations

Funding for this project will be from a State Loan Investment Board (SLIB) Loan, and Balefill and Refuse Collection Funds.

Oversight/Project Responsibility

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

Attachments

Recommendation Letter from HeinBond Architecture dated 3/14/18

Resolution

Agreement

# Hein | Bond

March 19, 2018

Ethan Yonker  
City of Casper  
200 North David, Street  
Casper, Wyoming 82601

RE: Project 13-50, Baler Building / MRF Expansion

Ethan:

We have reviewed the bids received on March 13 for the Baler Building / MRF Expansion. There were six bids received and while the difference between the lowest and highest bid was greater than we anticipated, the three lowest numbers were within 10% - So we believe the bids to be valid.

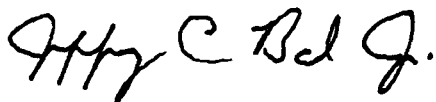
We believe the lowest bid to be a competitive cost and is less than our most recent estimate and we recommend the City accept the bid from Caspar Building Systems.

In reviewing each of the bid schedule items submitted, we believe that there are two items that do not represent a good value for the work involved and recommend the City reject the following bid schedule items:

- |                                   |          |
|-----------------------------------|----------|
| 4. Work in Locker Rooms 205, 206  | \$18,000 |
| 5. Scale House Ceiling Insulation | \$36,825 |

If you have any questions, please contact us.

Regards



Jeffery C. Bond, Jr.  
Hein | Bond

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

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Caspar Building Systems, Inc. 1975 Old Salt Creek Highway, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to construct an addition to the existing Baler Building, and other building modifications at the City of Casper Solid Waste Facility,

WHEREAS, Caspar Building systems, Inc., is able and willing to provide those services specified as the BALER BUILDING/MRF EXPANSION, Project 13-50.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the BALER BUILDING/MRF EXPANSION, Project 13-50.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

Work will be considered substantially complete when all demolition, grading, and installations are complete. Final completion will be granted upon completion of a walk through with Owner's Representative, completion of punchlist, clean up of work site, and de-mobilization.

- 3.1 The Work will be substantially completed within 420 calendar days of an executed Notice to Proceed, and completed and ready for final payment in accordance with Article 14 of the General Conditions within 450 calendar days.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly,

instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) 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.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Seven Million Thirty Thousand Six Hundred Forty-Three and 00/100 Dollars (\$7,030,643). The City is accepting bid items 1-3 and 6-14, See Exhibit "A" – Bid Form and the Bid Schedule (BS 1 of 1).

#### ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

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

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

5.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract



Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Exhibit "A" - Bid Form (BF-1 through BF-4 and BS-1).
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 1, 2, & 3.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 Technical Specifications, consisting of one hundred twelve (112) sections as listed in the table of contents.

- 8.13 Contract Drawings, consisting of eighty (80) Sheets
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Notice of Substantial Completion.
- 8.17 SRF Special Conditions including Davis Bacon Wage Requirements and Buy American – Use of American Iron and Steel.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

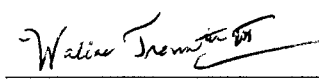
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CONTRACTOR:

\_\_\_\_\_

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

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

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

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

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

Fleur D. Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper  
BALER BUILDING/MRF EXPANSION,  
Project 13-050

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price within 420 calendar days of an executed Notice to Proceed, and completed and ready for final payment not later than 450 calendar days of an executed Notice to Proceed.
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>ONE (1)</u>	Dated <u>2/16/2018</u>
Addendum No. <u>TWO (2)</u>	Dated <u>3/07/2018</u>
Addendum No. <u>THREE (3)</u>	Dated <u>3/09/2018</u>
Addendum No. _____	Dated _____

B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost,

progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all work, excluding alternates, if any, and will complete the Work for the amount listed below as "Base Bid." Any Alternates are to be listed separately on the included Alternates Form. The City reserves the right to accept or reject any or all alternates listed on the Alternates Form.

BASE BID, IN NUMERALS: \$ \$ 7,085,468.<sup>00</sup>

BASE BID, IN WORDS: Seven Million Eight Five Thousand Four Hundred Sixty Eight 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. Alternates Form.
  - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: CASPAR BUILDING SYSTEMS, INC.  
1975 OLD SALT CREEK HWY  
CASPER, WY 82601

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 MARCH 13, 2018.

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)

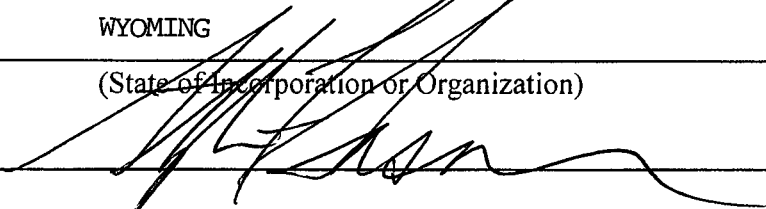
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

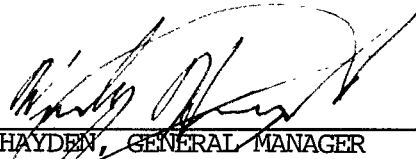
A CORPORATION OR LIMITED LIABILITY COMPANY

By: CASPAR BUILDING SYSTEMS, INC. (seal)  
(Corporation's or Limited Liability Company's Name)

WYOMING  
(State of Incorporation or Organization)

By:  (seal)  
STEPHEN F SASSER, PRESIDENT  
(Title)

(Seal)

Attest:   
WES HAYDEN, GENERAL MANAGER

Business Address: CASPAR BUILDING SYSTEMS, INC.  
1975 OLD SALT CREEK HWY  
CASPER, WY \*2601

Phone Number: 307-235-5690

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**  
**BALER BUILDING / MRF EXPANSION**  
**Project 13-050**  
**Casper, Wyoming**

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

Acceptance or non-acceptance of any Bid Item by the Owner shall have no effect on the Contract Time.

LS=Lump Sum

Bid Item	Description	Unit	Total Price
1	Baler Building Expansion	LS	\$ 4,904,615.00
2	Work in Restroom 114	LS	\$ 9,348.00
3	Locker Room HVAC	LS	\$ 139,237.00
4	Work in Locker Rooms 205 & 206	LS	\$ 18,000.00
5	Scale House ceiling insulation	LS	\$ 36,825.00
6	Concrete and steel rails at Equipment Building	LS	\$ 49,651.00
7	Equipment Building Entrance Drainage work	LS	\$ 19,693.00
8	Exit Area Drainage work	LS	\$ 24,950.00
9	Drainage Improvements – West side of Landfill Access Road	LS	\$ 9,120.00
10	Drainage Improvements – East side of Langston Lane (5 locations)	LS	\$ 30,120.00
11	Underground power to Existing Compost Building	LS	\$ 40,000.00
12	MRF Building Expansion	LS	\$ 1,630,909.00
13	Solar Panel System for Baler building	LS	\$ 88,000.00
14	Solar Panel System for MRF building	LS	\$ 85,000.00

TOTAL BASE BID: \$ 7,085,468.00

TOTAL BASE BID IN WORDS:

Seven Million Eighty Five Thousand  
Four Hundred Sixty Eight.

This bid submitted by: CASPAR BUILDING SYSTEMS, INC.  
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO.18-66

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPAR BUILDING SYSTEMS, INC., FOR THE BALER BUILDING / MRF EXPANSION, PROJECT NO. 13-50

WHEREAS, the City of Casper desires to construct an addition to the baler building and a materials recovery facility; and,

WHEREAS, Caspar Building Systems, Inc., is able and willing to provide those services specified as the Baler Building / MRF Expansion, Project No. 13-50; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Caspar Building Systems, Inc., for those services specified for project No. 13-50, in the amount of Seven Million Thirty Thousand Six Hundred Forty-Three and 00/100 Dollars (\$7,030,643.00).

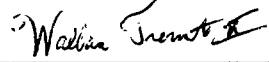
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed Seven Million Thirty Thousand Six Hundred Forty-Three and 00/100 Dollars (\$7,030,643.00) and Three Hundred Fifty-One Thousand Five Hundred Thirty-Two and 00/100 Dollars (\$351,532.00) for a construction contingency account, for a total price of Seven Million Three Hundred Eighty-Two Thousand One Hundred Seventy-Five and 00/100 Dollars (\$7,382,175.00).

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

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

(Resolution – Baler Building / MRF Expansion, Project No. 13-50)

APPROVED AS TO FORM:



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ATTEST:

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Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Ray Pacheco  
Mayor

March 12, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tim Cortez, Parks and Recreation Director  
Dan Coryell, Parks Manager  
SUBJECT: Agreement with R&R Rest Stops

Meeting Type & Date  
Regular Council Meeting  
April 3, 2018

Action Type  
Resolution

Recommendation:  
That Council, by resolution, authorize an agreement with R&R Rest Stops for rental and servicing of portable toilets.

Summary:  
Proposals were solicited from vendors for the rental and servicing of portable toilets and servicing vaults in various City Parks and field locations. Only one (1) proposal was received, it was:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>QUOTE</u>
R&R Rest Stops	Casper, Wyoming	\$46,621.60

Services for this project will include the rental and servicing of portable toilets and servicing vaults in various City Parks and field locations. This agreement is for three (3) years in the amount of \$46,621.60 each year, for a total of \$139,864.80. Services are scheduled to be completed by April 3, 2021.

Financial Considerations  
Funding will be from the general fund allocated to the parks budget Equipment Rental.

Oversight/Project Responsibility  
Dan Coryell, Parks Manager

Attachments  
Resolution  
Agreement

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3<sup>rd</sup> day of April, 2018, 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. R&R Rest Stops, 1835 Skyview Drive, 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 requesting the rental and servicing of portable toilets and servicing vaults in various City Parks and field locations.

B. The project requires professional services for the rental and servicing of portable toilets and servicing vaults.

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:

The Contractor shall perform the services as detailed in the RFP attached as Exhibit ‘A’.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 3<sup>rd</sup> day of April, 2021.

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 Forty-Six Thousand Six Hundred Twenty-One Dollars and 60/100 (\$46,621.60) per year for up to three (3) years, for a total not to exceed One Hundred Thirty-Nine Thousand Eight Hundred Sixty-Four Dollars and 80/100 (\$139,864.80)

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor 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.



## **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 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 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*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

### REQUEST FOR PROPOSALS FOR THE RENTAL AND SERVICING OF PORTABLE TOILETS FOR THE CASPER PARKS AND RECREATION DEPARTMENT

Date: February 21, 2018

Proposals are being requested from qualified vendors for the rental and servicing of portable toilets and servicing vaults in various City Parks and field locations.

**Proposals will be received by the City of Casper Parks and Recreation Department, Attn. Dan Coryell, 1800 East K Street, Casper, Wyoming, until 4:00 p.m., Local time, March 8<sup>th</sup>, 2018.**

#### **GENERAL**

The City of Casper is requesting proposals from qualified contractors provide, install, service, and rent portable toilets.

The portable toilets shall have the following features:

- Shall be of primarily polyethylene construction
- Interior natural lighting provided by translucent roofs.
- Sanitary seat deck and flow design (nonporous surfaces)
- Anti-slip floor surface.
- Outside emergency access.
- Interior latch and in-use indicator.
- Heavy duty spring loaded doors.
- Maximum venting from floor, window, and vent pipe.
- Standard units shall have a single piece stand over the urinal.
- 70 gallon holding tank in standard units, 65 in handicap.
- Handicap units must comply with American with disabilities Act.

#### **SERVICING**

- All units must be in good repair and contractor must repair or replace the units within one week of reported damage.
- Contractor shall service each unit as indicated on the ‘Portable Toilet Installation Sites and Service Requirements Schedule’, see attachment A.
- Requests for additional servicing of units will be subject to at least 48-hour prior notification
- Contractor must maintain a service unit in Casper, WY or within thirty (30) minutes response time to requests.
- Units will be monitored by the City for overall cleanliness and repair. Requests by the City for maintenance and/or cleaning shall be responded to within eight (8) hours.

City of Casper rental of portable toilets  
RFP - 11

## **LOCATIONS**

- Contractor shall provide units in the locations and time periods indicated on Attachment A.

## **PAYMENT**

- Payment will be made to the Contractor once a month based on actual services provided.
- Payment will be made for transporting and installing units at various city parks and field locations, at the Unit Price, per each. No additional payment will be made to Contractor for units requiring replacement because of vandalism and/or other causes.
- Payment will be made for servicing each unit, at the Unit Price, per each. Servicing includes cleaning and pumping of units.
- Payment will be made for rental of the unit, at the Unit Price, per week. No additional payment will be made to Contractor for units damaged by vandalism and/or other cause.
- Payment will be made for removing units from various city locations, at the Unit Price, per each.

## **SPECIAL EVENTS/REQUESTS**

- Payment will be made for rental of the unit, at the Unit Price, per day. Payment for installation, servicing, and removal will be made under the other bid items. These units are for special events at various locations throughout the city.
- Payment will be made for servicing standard or handicap units, at the Unit Price, per each, for 'special' request servicing during the weekday or weekend/holiday.

The City reserves the right to add additional units according to the bid Schedule rates. Dates of use provided are approximate and the City reserves the right to request additions or subtractions from these periods.

The City will provide verbal and/or written notifications of the addition or removal of the units, which shall constitute the official time for the commencement, or termination of charges. Billings for services shall be based upon weeks of actual use. A week shall be defined as a seven day period. Billing will be for a full week period without regard for the actual date of the addition or removal of units.

## **PROPOSALS**

1. Two (2) copies of the proposals shall be submitted. Proposals must include the following information:
  - a. Contact Information.  
  
The Vendor shall provide their name, address, and telephone number.
  - b. Company Description.



The Vendor shall provide a one page summary of his/her company, the proposed equipment, qualifications and expertise, and support and customer service standards.

c. Fees.

Proposals shall include any and all fees that are associated with the services that are provided.

2. The following items apply to all submitted Proposals:

a. Addendum or Supplement to Request for Proposal.

In the event that it becomes necessary to revise any of this Request for Proposal (RFP), an Addendum to this RFP will be provided to each Vendor. The City reserves the right to change submission date(s) for any reason, including an Addendum or Supplement to the RFP.

b. Late Proposals.

Late proposals will not be accepted. It is the responsibility of the Vendor to insure that the proposal arrives prior to 4:00 p.m., Local Time, March 8<sup>th</sup>, 2018.

c. Rejection of Proposals.

The City of Casper reserves the right to reject any or all submissions, and to waive informalities and minor irregularities in submissions received, and to accept any portion of a proposal or all items if deemed in the best interest of the City of Casper.

d. Response Material Ownership and Protection.

All material submitted regarding this RFP becomes the property of the City of Casper and will only be returned to the Vendor at the City's option. Responses are public record and may be reviewed by any person after the final selection has been made. The City of Casper reserves the right to use any or all ideas presented in reply to this request. Disqualification of a Vendor does not eliminate this right. If proprietary or protected information is provided in the proposal, it must be clearly identified in the proposal with references to appropriate patents, or other applicable state or federal laws.

e. Incurring Costs.

The City of Casper is not liable for any costs incurred by the Vendor prior to issuance of an agreement, contract, or purchase order. This includes any costs associated with a requested demonstration or presentation.

f. Acceptance of Proposal Content.

The contents of the proposal of the successful Vendor may become contractual obligations if the City of Casper wishes to execute a contract based on the submitted proposal. Failure of the successful Vendor to accept these obligations in a purchase agreement, purchase order, contract, or similar instrument may result in cancellation of the award, and such Vendor may be removed from future solicitations.

**TIMETABLE**

Following is the tentative timetable for this RFP:

1.	Proposals Due	3/8/18, 4:00PM
2.	Selection of Vendor	3/9/18
3.	Reviewed/Signed Professional Services Contract	3/12/18
4.	Council Award of Professional Services Contract	4/3/18
5.	Completion of Services	4/6/18

The submittal of a proposal indicates that the Vendor has no problem in keeping this schedule.

**CONTRACT**

The Vendor will be required to sign a contract with the City relating to the work to be performed. Such contract shall include, but is not limited to, the following articles: method of compensation, time of performance, specifications of the equipment, duties of the vendor, termination of the contract, ownership of material, changes, submission of material, and obligations of the City.

**SELECTION**

The selection of the Vendor will be based upon total cost of the project, ability to meet required and preferred equipment specifications, project team qualifications, demonstrated knowledge and experience, customer service, and willingness to meet time requirements. The City reserves the right to request an interview/demonstration if necessary to make a selection.

In making a proposal, the Vendor hereby certifies that he has reviewed this RFP and is familiar with all conditions contained therein.

City staff will review all proposals. Final selection of the consultant will be made by City Staff and authorized, via contract award, by City Council.

## ATTACHMENT A

Location	Handicap Unit	Handicap Unit Num. of Services per unit/ week	Standard Unit	Standard Unit Num. of Service per Unit/week	Placement Date	Removal Date
Boys & Girls Club	0	0	1	2	April 6, 2018	September 10, 2018
City Park	1	2	1	2	April 6, 2016	September 10, 2018
Conwell Park	1	0	1	2	April 6, 2016	September 10, 2018
Long Park	1	1	0	0	April 6, 2018	September 10, 2018
Matthew Campfield Park	1	1	0	0	April 6, 2018	September 10, 2018
Morad Park	1	2	1	2	April 6, 2018	NA
Nancy English Park	1	2	0	0	April 6, 2018	September 10, 2018
Paradise Valley Park	1	2	1	2	April 6, 2018	September 10, 2018
Platte river Parkway B. Street	1	2	0	0	April 6, 2018	NA
Washington Park	1	2	3	2	April 6, 2018	September 10, 2018
South Mike Sedar Park	1	2	0	0	April 6, 2018	September 10, 2018
Amoco Park	1	2	0	0	April 6, 2018	September 10, 2018
Dog Park (Lake McKenzie)	0	0	1	2	April 6, 2018	NA
Highland Park	0	0	1	2	April 6, 2018	September 10, 2018
Wolf Creek Park	0	0	1	2	April 6, 2018	September 10, 2018
Garden Creek Park	0	0	1	1	April 6, 2018	September 10, 2018
Crossroads Ballfields	0	0	2	2	April 6, 2018	November 12, 2018
Crossroads Parkway (May -September)	1	3	1	3	May 1, 2018	October 1, 2018
Crossroads Parkway (October-April)	1	2	1	2	October 1, 2018	April 29, 2019
Midget Football Facility (September-October)	1	2	4	2	September 4, 2018	October 22, 2018
North Casper Ballfields	1	0	7	3	April 6, 2018	November 12, 2018
North Casper Ballfield (Bridge)	1	2	0	0	October 15, 2018	March 27, 2019
North Casper Soccer Complex (April-May)	1	2	6	2	April 6, 2018	May 29, 2018
North Casper Soccer Complex (June-August)	1	2	2	2	May 25, 2018	September 4, 2018
Washington Park Ballfield	1	2	0	0	August 27, 2018	October 22, 2018

R&R Rest Stops  
1835 Skyview Dr.  
Casper, Wy 82601  
(307) 234-0325

To whom it may concern,

After running a local Roto Rooter franchise for over 20 years, we expanded into the portable restroom business and R&R Rest Stops was established in 1993. We saw a need for clean, friendly service in the Casper area so we started small with 35 portable restrooms. From that time we have expanded with more than 1300 portable restroom units. In 2003, we bought Flyte Sanitation in the Cheyenne area, making us the largest servicing portable sanitation company in Wyoming.

We have a strong track record within Casper and surrounding areas. This includes servicing Casper city parks restrooms for over 20 years. We are always on time and prompt for needs at any of the city parks. We are able to provide all services for the city parks, this includes any special events or replacing any unit in disrepair. Being involved in the community is important to us, we have donated our services to a number of causes in our great city. Our Casper team is trained to be efficient and courteous. We are on call 24/7 and can meet any need that the City of Casper requires.

We strive to have the newest equipment every year and our Casper fleet has 9 available trucks. These trucks are F350's to F550's and the tanks are manufactured by Satellite Industries. They are a proven truck/tank combo in which their sole purpose is to service portable restrooms. Our portable restrooms are rugged and very well designed. Both the standard and our ADA title 24 compliant restrooms meet your qualifications and flow designs, the floors both have anti-slip surfaces. The units have outside emergency access and interior latch and in-use indicators. They are equipped with heavy duty spring loaded doors and have maximum venting. Our standard units are Tufways from Satellite Industries. The tanks in these units are 70 gallons and have a standard single piece stand over urinal. Our handicap ADA compliant restrooms are also from Satellite Industries and have a tank volume of 68 gallons, which meet your requirements.

Benjamin Bjorklund  
General Manager

R&R Rest Stops  
1835 Skyview Dr. Casper, Wy 82601  
307-234-0325

Rooter Sewer Service Inc. DBA R&R Rest Stops submits a bid in the amount of \$46,621.60 this includes the rental, servicing, delivery and pick up of the units.

Rental fee for an additional portable restroom (special event) \$28.00 a day.  
Additional servicing for portable restrooms \$18.00 a unit.  
Additional servicing Weekend/Holiday for portable restrooms \$18.00 a unit.

Benjamin Bjorklund  
General Manager

RESOLUTION NO.18-67

A RESOLUTION AUTHORIZING AN AGREEMENT  
WITH R&R REST STOPS FOR THE PARKS DIVISION  
PORTABLE TOILET PROJECT

WHEREAS, the City of Casper desires to contract for the rental and servicing of portable toilets and servicing of vaults in various City Parks and field locations for the Parks Division Portable Toilet Project for a period of three (3) years; and,

WHEREAS, R&R Rest Stops is ready, willing, and able to provide those services specified as the Parks Division Portable Toilet Project; and,

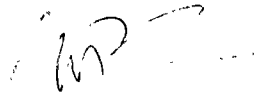
WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than One Thousand Dollars (\$1,000.00), and other project administration 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 R&R Rest Stops, Casper, Wyoming, for these services.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payment and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Forty-Six Thousand Six Hundred Twenty-One Dollars and 60/100 (\$46,621.60) each year, and not to exceed One Hundred Thirty-Nine Thousand Eight Hundred Sixty-Four Dollars and 80/100 (\$139,864.80) for a period of three (3) years.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

March 26, 2018

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

FROM: Liz Becher, Community Development Director *LB*  
Denyse Wyskup, Regional GIS Administrator  
Aaron Kloke, MPO Supervisor

SUBJECT: Contract for Natrona Regional Geospatial Cooperative (NRGC) Control Network Modernization Project

Meeting Type & Date: Regular Council Meeting, April 3, 2018.

Action Type: Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with Worthington, Lenhart & Carpenter, Inc., a firm based in Casper, Wyoming, for NRGC Control Network Modernization, in an amount not to exceed \$71,000.

Summary:

The Casper Area Metropolitan Planning Organization (MPO), supported by local government members of the MPO, wishes to establish and observe control monumentation for the purpose of updating and modernizing the Control Monument Network from NAD 83(86) to NAD 83(2011). The intent of this modernization project is to ensure that we are better positioned to remain in sequence with future realization updates and to improve the accuracy and precision of critical geographic information system (GIS) infrastructure data within the region while also ensuring continual compliance with industry and government standards.

A Request for Proposals (RFP) was released on November 17, 2017. Three consulting firms responded with proposals by the December 18, 2017 deadline. Proposals were reviewed on January 22, 2018 by a selection sub-committee consisting of Denyse Wyskup, Sub-Committee Chair; Aaron Kloke; Ethan Yonker; Trish Chavis; Nancy Moody; and Brett Governanti.

The committee ultimately selected Worthington, Lenhart & Carpenter, Inc. (WLC) to partner with the MPO to complete the Control Point Network Modernization Project based on their demonstrated understanding of the project, expertise, and abilities.

The proposed project will include 1.) Placement and construction of fourteen (14) new regional control monuments, 2.) Observation and data collection of a total of the thirty-seven (37) new and existing control monuments within the Casper area, and 3.) Post processing of the collected Global Positioning System (GPS) data on the thirty-seven (37) individual monuments.

The proposed project is expected to be complete by October 2018.

Financial Considerations:

The proposed contract shall not exceed \$71,000. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$150,215 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for this project.

Oversight/Project Responsibility:

Aaron Kloke, MPO Supervisor and Denyse Wyskup, Regional GIS Administrator have been tasked with overseeing this project.

Attachments:

Resolution, Contract for Professional Services



# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Casper, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, 82601 hereinafter referred to as the "Owner," and Worthington, Lenhart & Carpenter, Inc., 200 Pronghorn, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, pursuant to this Contract, Owner is undertaking professional services for a Natrona Regional Geospatial NRGCC Cooperative Control Network Modernization, hereinafter referred to as the "Project"; and,

WHEREAS, Owner desires to retain the Contractor to render certain technical and professional services to complete the necessary work for the Project; and,

WHEREAS, Contractor represents that it is prepared to provide such services.

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

### I. SCOPE OF SERVICES.

A. The Contractor agrees to perform all the services hereunder, using reasonable skill and judgment in accordance with sound business and professional standards. The Contractor agrees to keep the Owner thoroughly informed of its progress through weekly written reports. The Contractor shall also maintain accurate records of hours dedicated to each task by each employee relating to its services in connection with this project as required by the Owner to be presented with each request for payment.

B. Subject to the sub-contractor limitations of Part II, Paragraph YY of this Agreement, the Contractor agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the Owner, the services as set forth in Exhibit "A" (Scope of Services) which is attached hereto and hereby made a part of this Agreement including all of the numbered exhibits contained therein (Exhibits 1-7). Minor adjustments in the emphasis and scope of each task may be made by mutual written agreement between the Owner and the Contractor.

### II. TIME OF PERFORMANCE:

A. The Contractor agrees to begin work on the Project following receipt of a written notice to proceed from the Owner.

B. The Project shall be completed on or before October 1, 2018.

III. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with this contract, not to exceed a fee of Seventy-One Thousand Dollars (\$71,000). Contractor's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Contractor's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits.

Invoices shall be accepted upon successful completion and acceptance of each task by the City in writing. It is understood that Owner will retain ten percent (10%) of each Project phase cost, as outlined in Exhibit A of the Agreement until the Community Development Director provides written notice of final acceptance of each phase. The cost of each Project phase is broken down as outlined:

	<b>Total Cost</b>	<b>10% of Phase Cost</b>
<b>Phase 1</b>	\$28,900	\$2,890
<b>Phase 2</b>	\$29,700	\$2,970
<b>Phase 3</b>	\$12,400	\$1,240
<b>Project Total</b>	\$71,000	

IV. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor 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.

V. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Contractor Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Contractor

Exhibit E: Certification of Agent


Exhibit F: Certification of Suspension or Debarment

VI. EXTENT OF AGREEMENT:

This Contract represents the entire and integrated Contract between the Owner and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by the Owner and Contractor with the prior written approval of the Owner.

IN WITNESS WHEREOF, the Owner and the Contractor have executed this Contract as of the date first above written.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation, as Owner:

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS:

By: Jason L Meyers

Printed name: JASON L. MEYERS

Title: VICE PRESIDENT

Worthington, Lenhart & Carpenter, Inc., as Contractor:

By: Shane M. Porter

Printed name: Shane Porter

Title: President

CONTRACT FOR PROFESSIONAL SERVICES  
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. Owner shall notify the Contractor of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Contractor must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Contractor agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procures a commercial sex act during the period of time that the award is in effect;  
or
  - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Contractor breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Contractor or its subcontractor in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Contractor must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Contractor agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- M. **Administration of Federal Funds.** The Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.
- N. **Copyright License and Patent Rights.** The Contractor acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Contractor purchases ownership using funds awarded under this Agreement. The Contractor must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Contractor shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. **Program Income.** The Contractor shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **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.
- S. **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 if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.

- T. **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 Contractor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Agreement. The Contractor shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Agreement. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner 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 the Owner at the end of the period for which the funds are available. The Owner shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Contractor shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Contractor shall provide to the Owner 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.



- Y. **Compliance with Laws.** The Contractor 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.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Agreement shall be kept confidential by the Contractor unless written permission is granted by the Owner for its release. If and when the Contractor receives a request for information subject to this Agreement, the Contractor shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. **Entirety of Agreement.** This Agreement, consisting of seventeen (17) pages; Exhibit A, Scope of Services, consisting of ten (10) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- BB. **Ethics.** The Contractor 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 Contractor’s profession.
- CC. **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 the Owner 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.
- DD. **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.

- EE. **Indemnification.** The Contractor shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Contractor's failure to perform any of the Contractor's duties and obligations hereunder or in connection with the negligent performance of the Contractor's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Contractor's negligence or other tortious conduct.
- FF. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Contractor shall be free from control or direction over the details of the performance of services under this Agreement. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor 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 Contractor or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Contractor 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 Contractor or the Contractor's agents or employees as a result of this Agreement.
- GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- HH. **Notice of Sale or Transfer.** The Contractor shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.
- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Agreement. Upon termination of services, for any reason, the Contractor agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of

information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Contractor agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Contractor agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

- JJ. **Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. **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).
- LL. **Proof of Insurance.** The Contractor shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Contractor shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Contractor's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Contractor's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Contractor shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- b. Commercial General Liability Insurance. The Contractor shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- c. Business Automobile Liability Insurance. The Contractor shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- d. Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Contractor shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.
- e. Payment of Premiums and Notice of Revocation. All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Contractor shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- f. The Owner May Insure for Contractor. In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Contractor under this Agreement.
- g. The Owner's Right to Reject. The Owner reserves the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable.
- h. The Owner's Right to Contact Insurer. The Owner shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
  - i. Exclusions from coverage;

- ii. Claims in progress which could significantly reduce the annual aggregate limit; and
- iii. Any applicable deductible amounts.

If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- i. Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Contractor’s responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Contractor.

MM. **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.

NN. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Contractor, 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 Owner or the State of Wyoming 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 sovereign immunity shall be construed in favor of sovereign or governmental immunity.

OO. **Taxes.** The Contractor 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.

PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Contractor fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Contractor, the Owner may terminate this Agreement or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Contractor shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

QQ. **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.

RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

TT. **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.

UU. **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 of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder 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 state or federal laws

VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the contract if there is a change in 33% or more of the Contractor's key personnel or with any change with the Contractor's Project Manager. In addition, the City may remove any

key personnel from the Contractor's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.

- WW. **Technical.** The Contractor shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Contractor in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Contractor shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Contractor.
- ZZ. **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 Owner: provided, however, that claims for money due or to become due the Contractor 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 Owner.
- AAA. **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 to be provided 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.

- BBB. Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Contractor may, at no additional expense to the Owner, 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 Owner. Contractor shall not be liable for any modifications to documents prepared by Contractor which are made without its advice after delivery of such documents to Owner, nor shall Contractor be liable for their use by Owner without Contractor's consent in other projects.
- CCC. Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Contractor without the prior written consent of the Owner.
- DDD. Governing Law.** This Contract has been executed by the parties hereto on the day and year first above written and 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 federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.
- EEE. 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 to be provided for the compensation set forth in this agreement. 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 Owner. Contractor agrees that it has made a careful examination of the services to be rendered, and that the Contract price is adequate compensation for all the services to be rendered under the terms of this Contract.
- FFF. Pass Through Provisions.** Federal law requires the Contractor to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.



## EXHIBIT "A"

### SCOPE OF SERVICES

#### A. Phase I - Construct Regional Control Monuments:

- a. The consultant shall construct one (1) monument at the fourteen (14) locations identified in *Exhibit 1*.
- b. The consultant shall coordinate with the MPO Project Committee to determine the final installation site at each of the fourteen (14) locations. Monument siting shall adhere to the following criteria:
  - i. GPS: The monument must be observable using survey grade GPS. Overhead and multipath obstructions must be minimized as much as possible.
  - ii. Access: The monument shall be placed on municipal or public property or in publicly accessible right-of-way (ROW). The monument may not be placed on private property or within existing easements.
  - iii. Placement: The monument shall be placed at the highest elevation possible/practical for the chosen location. Monument placement shall be stable and secure.
  - iv. Construction: The monument location shall be accessible by construction and maintenance equipment.
  - v. If unfavorable site conditions exist at the proposed monument location such as soils, accessibility, obstructions, etc., Consultant shall promptly notify the MPO and propose and alternate location or locations if necessary.
  - vi. RTK observations will be collected for each new monument as part of the QA/QC process.
  - vii. Consultant shall provide an exhibit with navigation coordinate allowing a MPO representative to easily navigate to the proposed location. At said monument location the proposed monument will be clearly marked by lath, flagging and paint. Said lath will be marked on its face with the monument designation from **Exhibit 1**. The Acceptance of the proposed location by the MPO shall allow Consultant to proceed with the monument construction.

- c. The regional control monuments shall be installed per the *Natrona Regional Geospatial Cooperative Regional Survey Monument Detail* specifications in *Exhibit 2*.
  - i. The consultant shall be responsible for procuring all building materials and equipment needed for the installation of each regional control monument.
  - ii. The consultant shall contact Wyoming811 prior to the installation of the monument to have underground utilities in the vicinity of the site marked.
  - iii. The consultant shall coordinate with the MPO Project Committee to ensure that each monument cap has been properly stamped with the correct monument designation information. The consultant shall refer to the *Natrona Regional Geospatial Cooperative Regional Survey Monument Detail* in *Exhibit 2* for cap stamping specifications.
  - iv. Each monument shall be allowed to cure and settle for at least 30 days prior to occupation and data collection.
  - v. All new monument details will be submitted to WYDOT so they can indexed into their Right of Way log/database to avoid potential obliteration or damage from future activities.
  - vi. Prior to concrete pour, the consultant shall collection documentation in the form of excavation logs, sketches or photographic evidence that the monument pits met the requirements specified in Exhibit B.

**B. Phase II - Observe Regional Control Monuments:**

- a. The current NRGCR Regional Control Network consists of the ten (10) monuments depicted in *Exhibit 3*. The nineteen (19) monuments depicted in *Exhibit 4* shall be observed and incorporated into the existing NRGCR Regional Control Network by the consultant. A breakdown of the monuments to be incorporated into the network are as follows:
  - i. Fourteen (14) monuments constructed by the consultant in Phase I (*Exhibit 1*)
  - ii. Five (5) monuments previously constructed by the City of Casper (*Exhibit 4*)
- b. Prior to observing any monuments, the consultant shall develop and provide a static GPS observation plan to the MPO Project Committee for approval. This plan shall include narrative and graphics depicting the approach that will be utilized by the consultant to design static GPS sessions that simultaneously

observe known and new NRG Regional Control Network Control monuments. When developing the plan, the consultant shall incorporate the following observation criteria:

- i. Newly installed monuments must be allowed to settle for a minimum of thirty (30) days before an observation is completed.
  - ii. The nineteen (19) monuments depicted in *Exhibit 4*, shall be observed using a minimum of two (2), four (4) hour static GPS sessions.
  - iii. The nineteen (19) monuments depicted in *Exhibit 4*, shall have a minimum of two independent GPS baselines, to two different existing NRG Regional Control Network monuments.
  - iv. The consultant shall maintain a reasonable ratio of known to new monument sites within each static session.
- c. The consultant shall complete and provide a *Natrona Regional Geospatial Cooperative (NRGC) - GPS Observation Log (Exhibit 5)* for each monument observed. The delivery format shall be AutoCAD (.dwg) files for each observation.
  - d. The consultant shall complete static GPS observations under reasonable terrestrial and space weather conditions. Observation sessions with excessive wind, precipitation, temperature fluctuations and/or solar activity must be avoided.

**C. Phase III – Process Regional Control Network Observations:**

- a. The consultant shall process all static observation data collected during Phase II using the OPUS Projects processing platform. The following elements shall be constrained when processing the static observation data:
  - i. The ten (10) existing NRG Regional Control Network monuments (*Exhibit 3*) shall be fixed at their currently published values.
- b. All linear and height values shall be reported in US Survey Feet.
- c. All network processing shall utilize the precise ephemeris.
- d. The consultant shall provide a technical memorandum to the MPO Project Committee following the initial network processing. The following elements shall be included in the technical memorandum:

- i. Summary of the observation campaign including terrestrial and space weather phenomenon that were observed.
- ii. Summary of the processing steps, including any additional modifications or constraints that were applied.
- iii. Summary of errors or inconsistencies that were observed during the network processing. If observations were excluded from the process, additional narrative shall be required to explain why said observations were excluded.

**D. Available Resources:**

Upon request, the MPO Technical Advisory Committee (TAC) will provide via ftp the spatial information within the exhibits to potential proposers to aid in the development of the formal proposal. The MPO TAC will use other delivery options at the proposer's request but only at the proposer's expense.

**E. Deliverables:**

- a. **Datums** - All deliverables for this Project will be referenced to the following datums:
  - i. **Horizontal** – NAD83(2011)(EPOCH:2010.0000) State Plane Wyoming East Central Zone, US Survey Feet.
  - ii. **Vertical** – NAVD88(GEOID12B), US Survey Feet.
- b. All final products, manuals, plans, and working files will be delivered on new external hard drive(s), or other approved media purchased at the vendor's expense.
- c. The consultant shall publish all final monument coordinates to the OPUS Shared Solutions portal. The consultant shall also provide an excel file containing the final monument coordinates to the MPO Project Committee. The consultant shall format the table as follows:
  - i. Point ID
  - ii. Point Designation
  - iii. Observation Date
  - iv. Latitude (DMS)

- v. Latitude (DD)
- vi. Longitude (DMS)
- vii. Longitude (DD)
- viii. Height
- ix. Northing
- x. Easting
- xi. Orthometric Height
- xii. Convergence Angle
- xiii. Combined Scale Factor
- xiv. Hyperlink to NGS shared solution

**F. Time of Performance:**

- a. The above stated scope of services are to be completed on or before October 1, 2018.

**LIST OF EXHIBITS:**

**Exhibit 1 – 14 New Regional Control Monuments**

**Exhibit 2 - Natrona Regional Geospatial Cooperative Regional Survey Monument Detail**

**Exhibit 3 – 10 Existing NRGCR Regional Control Monuments**

**Exhibit 4 – 19 NRGCR Monuments for Observation**

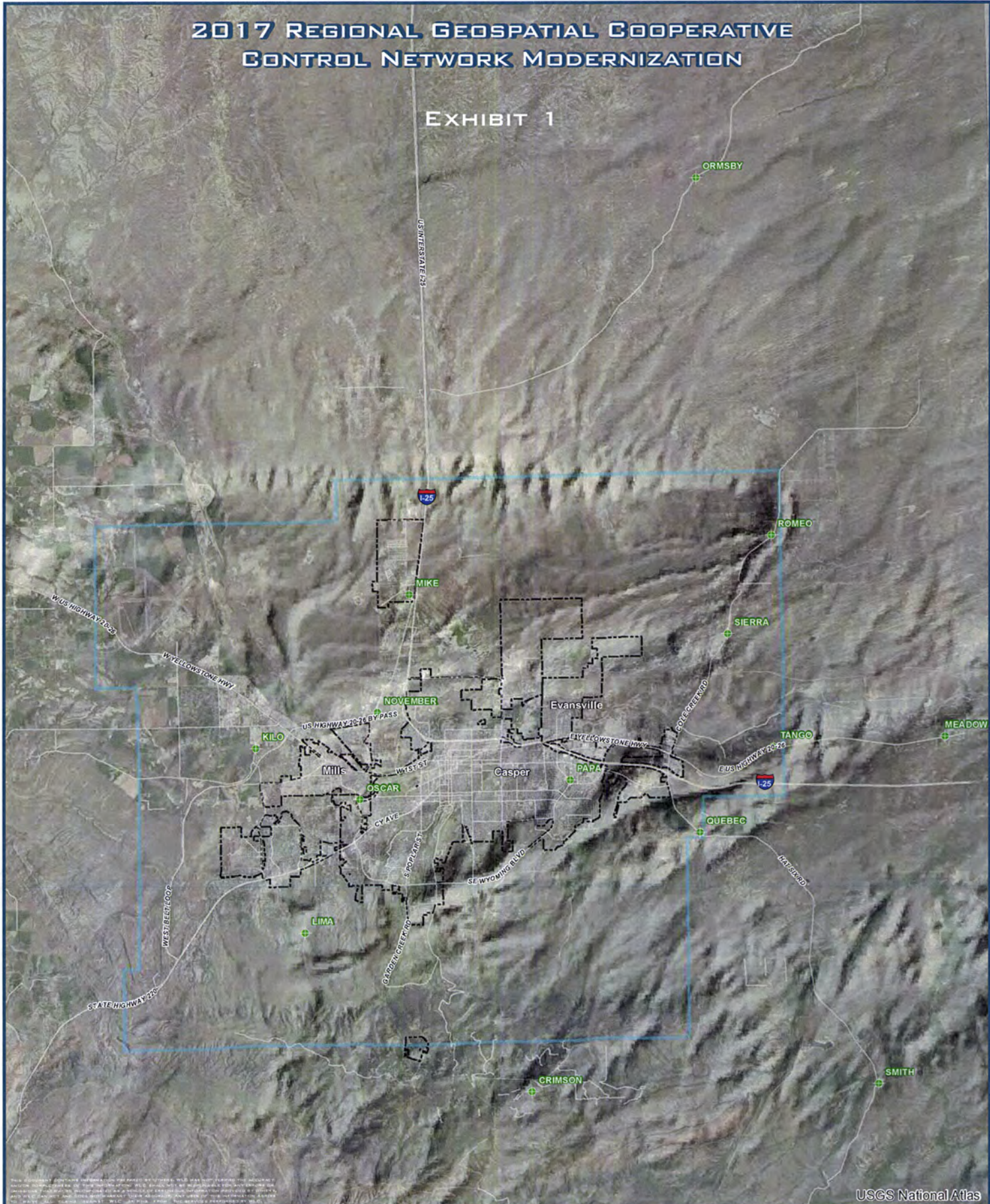
**Exhibit 5 - Natrona Regional Geospatial Cooperative (NRGC) - GPS Observation Log**

**Exhibit 6 – Fee Schedule**

**Exhibit 7 – Preliminary Schedule**

# 2017 REGIONAL GEOSPATIAL COOPERATIVE CONTROL NETWORK MODERNIZATION

## EXHIBIT 1



This document provides information for general informational purposes only. It is not intended to constitute a contract or any other legal instrument. The information is provided as a service to the public and is not intended to be used as a basis for any legal action. The information is provided as a service to the public and is not intended to be used as a basis for any legal action. The information is provided as a service to the public and is not intended to be used as a basis for any legal action.

USGS National Atlas

  MPD BOUNDARY   
 + PROPOSED REGIONAL CONTROL MONUMENTS  
  CORPORATE LIMITS

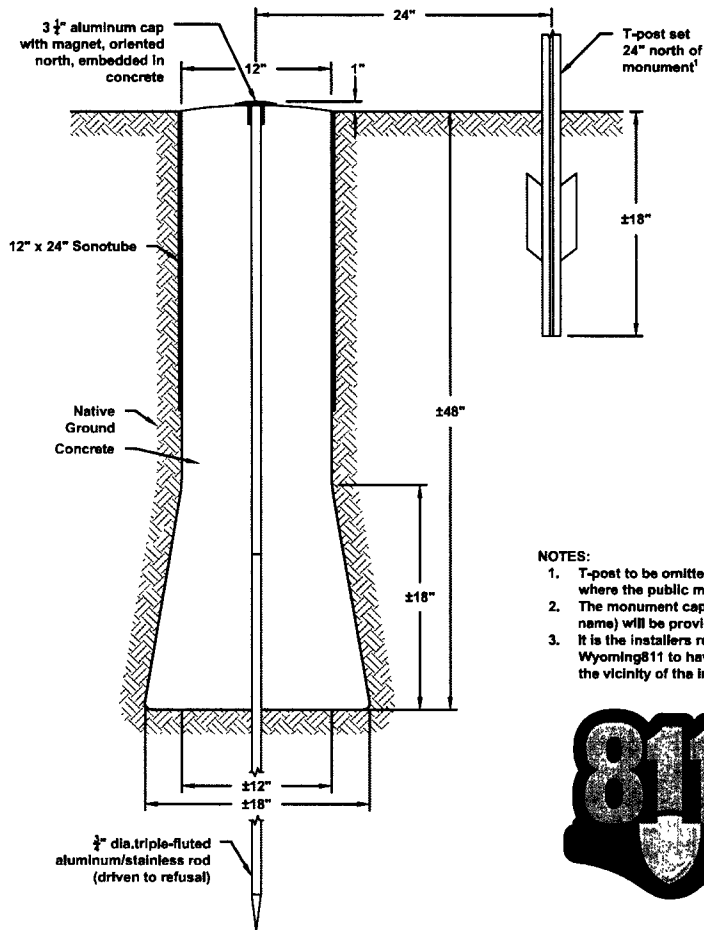
DATA PROVIDED BY: NRDC; IMAGERY USGS  
 DATE: 2018.2.8 BY: B. RADDEN  
 MAP: EXHIBIT\_A\_PROPOSED REGIONAL CNL MON\_2018.2.8.MXD



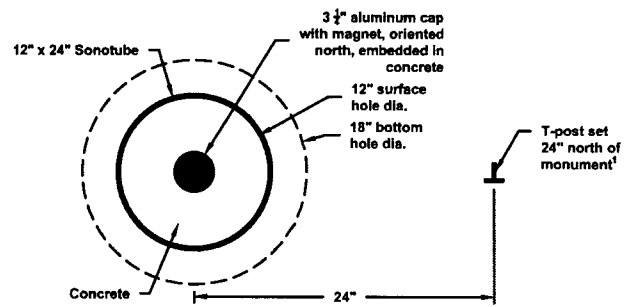
8100 W. CENTRAL EXPRESSWAY, SUITE 200  
 CASPER, WY 82401-3524  
 PHONE: (307) 235-5524  
 FAX: (307) 235-5404  
 WWW.WLCOG.COM

EXHIBIT 2

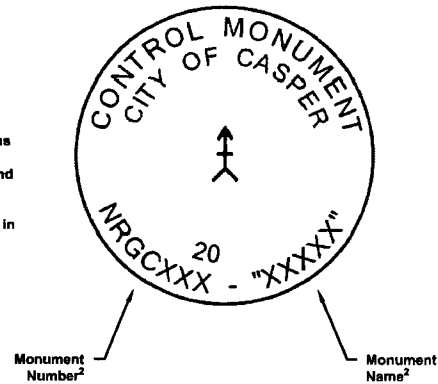
Survey Control Monument  
Installation Detail (Profile View)



Survey Control Monument  
Installation Detail (Plan View)



Survey Control Monument  
Installation Detail (Cap Detail)



NOTES:

1. T-post to be omitted in public parks or areas where the public may be harmed.
2. The monument cap information (number and name) will be provided prior to installation.
3. It is the installers responsible to contact Wyoming811 to have underground utilities in the vicinity of the installation site marked.



CITY OF CASPER ENGINEERING  
200 N. DAVID STREET  
CASPER, WY 82601  
PROJECT NO. 20150015

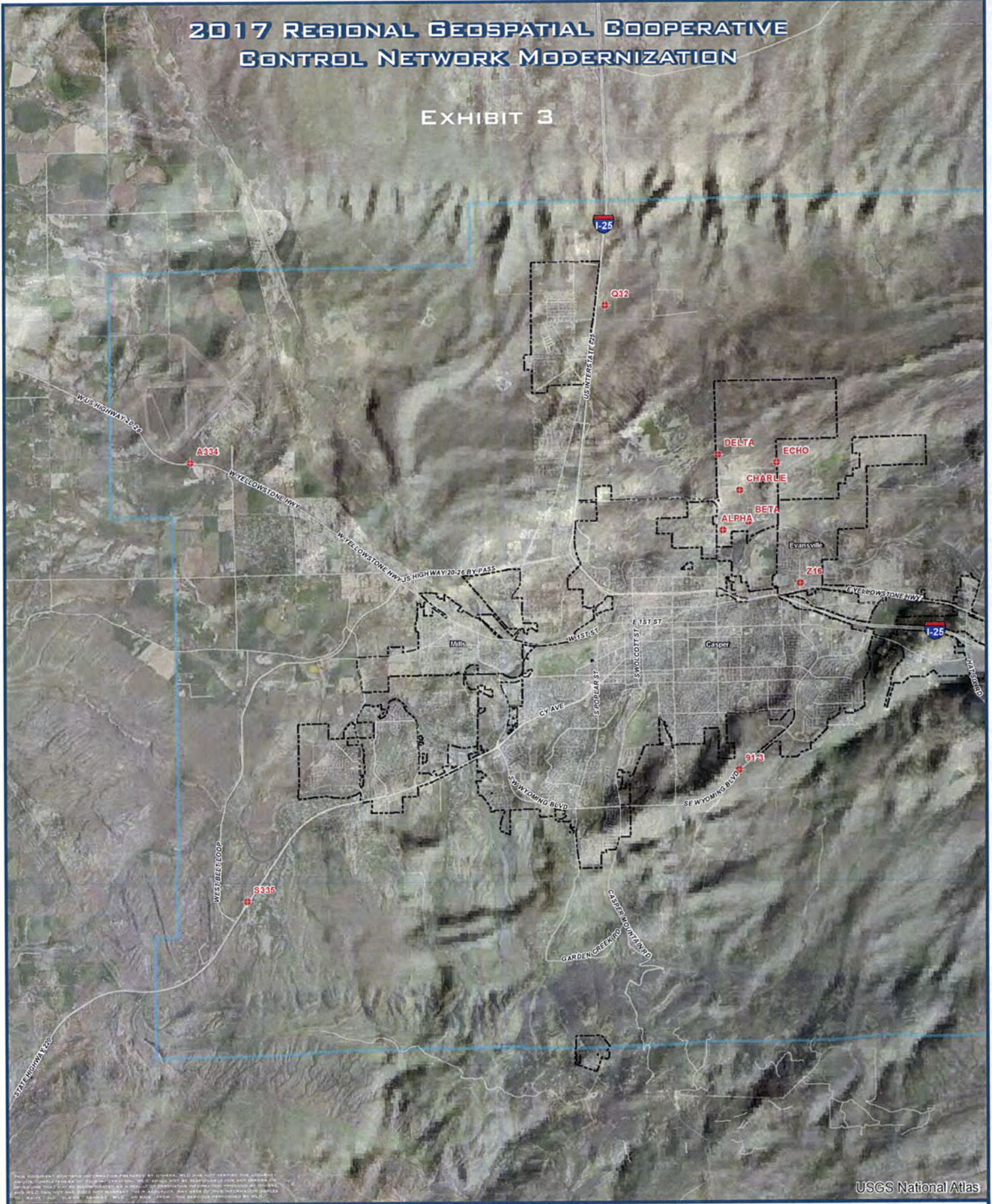
REVISIONS  
2016 10 24 SWC  
2017 03 03 SWC

NATROMA REGIONAL GEOSPATIAL COOPERATIVE  
REGIONAL SURVEY MONUMENT DETAIL  
EXHIBIT 2

SHEET 1 OF 1

# 2017 REGIONAL GEOSPATIAL COOPERATIVE CONTROL NETWORK MODERNIZATION

## EXHIBIT 3

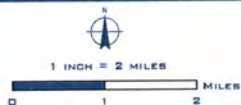


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USGS National Atlas

- MPO BOUNDARY
- EXISTING REGIONAL CONTROL MONUMENTS
- CORPORATE LIMITS

DATA PROVIDED BY: NRDC; IMAGERY: USGS  
 DATE: 2018.2.5 BY: B. RADDEN  
 MAP: EXHIBIT C\_EXISTING NRDC REGIONAL CNL\_MON\_2018.2.5.MXD

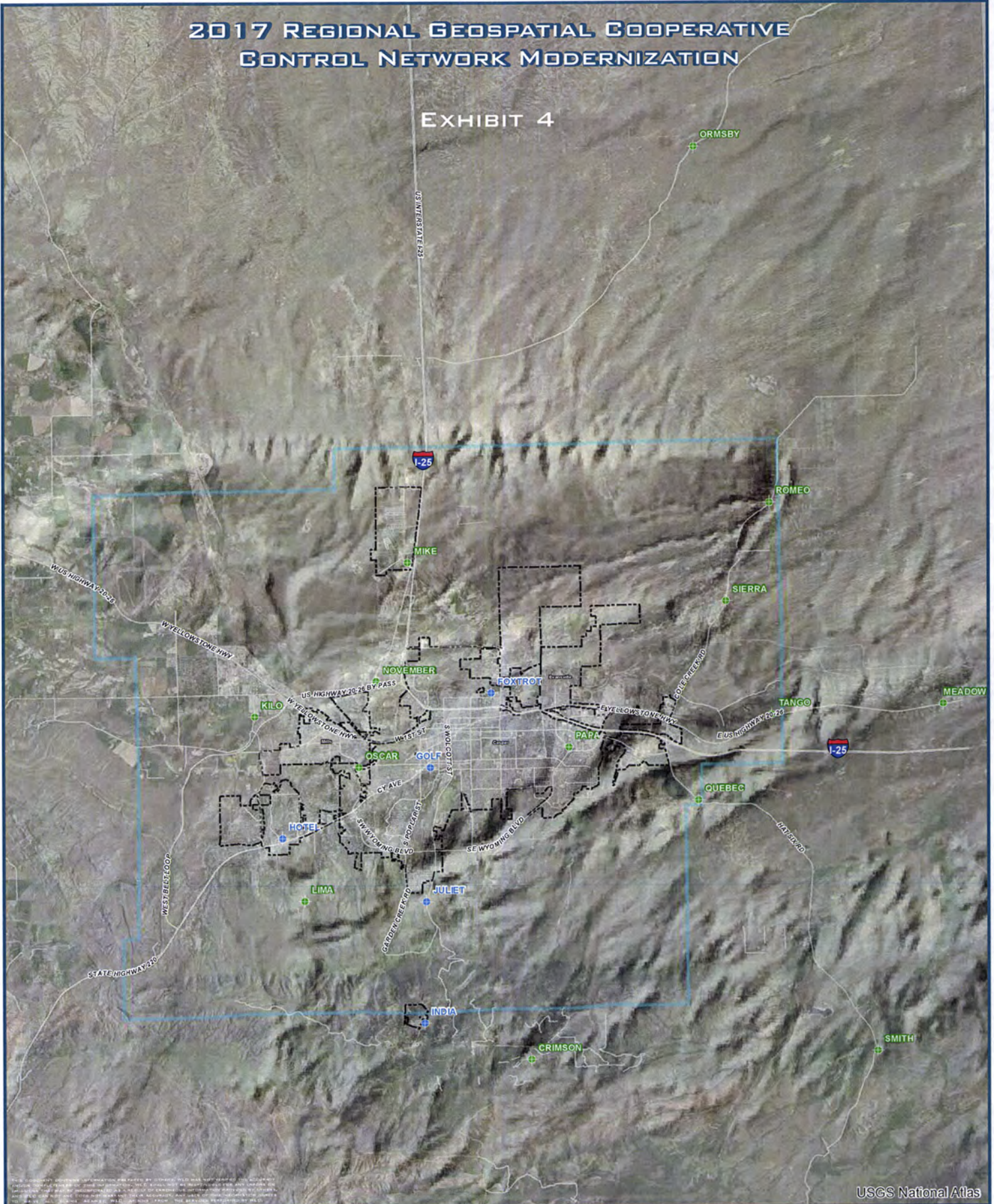


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 GASP, WY 82401 (307) 253-5600  
 www.wlco.com



# 2017 REGIONAL GEOSPATIAL COOPERATIVE CONTROL NETWORK MODERNIZATION

## EXHIBIT 4

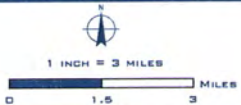


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USGS National Atlas

-  MPO BOUNDARY
-  CITY OF CASPER CONTROL MONUMENTS
-  CORPORATE LIMITS
-  PROPOSED REGIONAL CONTROL MONUMENTS

DATA PROVIDED BY: NRDC | IMAGERY: USGS  
 DATE: 2018.2.8 BY: S. RADGEN  
 MAP: EXHIBIT\_D\_PROPOSED REGIONAL CHNL MON AND EXISTING CASPER CHNL MON.MXD




WLC  
 200 PINEBLVD. SUITE 100  
 CASPER, WY 82401-2304  
 WWW.WLC101.COM

EXHIBIT 5 (1 of 2)

**Natrona Regional Geospatial Cooperative (NRGC) - GPS Observation Log**

Project Number:	Station:	Station ID:	Date (UTC): Day of Year:
-----------------	----------	-------------	-----------------------------

Location:

Agency Name:	Surveyor Name:	Surveyor Phone:	Surveyor Email:
--------------	----------------	-----------------	-----------------

**Coordinates**

NAD83(2011)(EPOCH:2010): Latitude: Longitude: El. Height (h): (m)	NAD83(2011)(EPOCH:2010): Northing: Easting: Orth. Height (H): (sft)	IGS08(EPOCH:2016) Latitude: Longitude: El. Height (h): (m)	Geoid: Geoid Height (N): (m) Epoch Interval: second(s) Elevation Mask: 10°
--	--	---	---

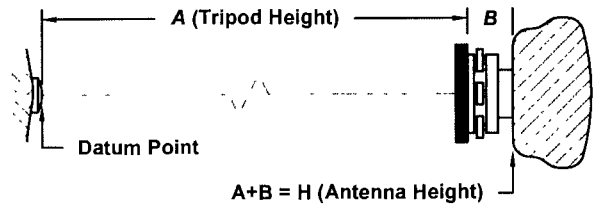
**Session Times (UTC)**

Scheduled Start Time:	Scheduled Stop Time:	Scheduled Duration:	Session ID:
Actual Start Time:	Actual Stop Time:	Actual Duration:	Session File:

Setup	Yes	No	Session Comments
Antenna plumb before session?	<input type="checkbox"/>	<input type="checkbox"/>	
Antenna plumb after session?	<input type="checkbox"/>	<input type="checkbox"/>	
Antenna oriented to true north?	<input type="checkbox"/>	<input type="checkbox"/>	
Weather observed at antenna height?	<input type="checkbox"/>	<input type="checkbox"/>	
Antenna ground plane used?	<input type="checkbox"/>	<input type="checkbox"/>	
Antenna radome used?	<input type="checkbox"/>	<input type="checkbox"/>	
Eccentric observation (>0.5mm)?	<input type="checkbox"/>	<input type="checkbox"/>	
Any obstructions above 10°?	<input type="checkbox"/>	<input type="checkbox"/>	* List obstruction location(s) and type(s) on sheet 2 *
Radio interference source nearby?	<input type="checkbox"/>	<input type="checkbox"/>	

**Measurements/Equipment**

(A) Datum point to top of tripod [tripod height]	Before Session	After Session
	(m) (sft)	(m) (sft)
(B) Top of tripod to antenna reference point (ARP)	Before Session	After Session
	(m) (sft)	(m) (sft)
(H) Datum point to ARP (A+B) [antenna height]	Before Session	After Session
	(m) (sft)	(m) (sft)



Receiver	Antenna	Tripod
Brand:	Brand:	Brand:
Model:	Model:	Model:
Part Number:	Part Number:	Part Number:
Serial Number:	Serial Number:	Serial Number:
Firmware Version:	Cable Length (m):	Last Adjustment Date:
Power Source: 12V DC   110V AC	Vehicle is ____ meters ____ of antenna	Type: Fixed-Height   Slip-Leg

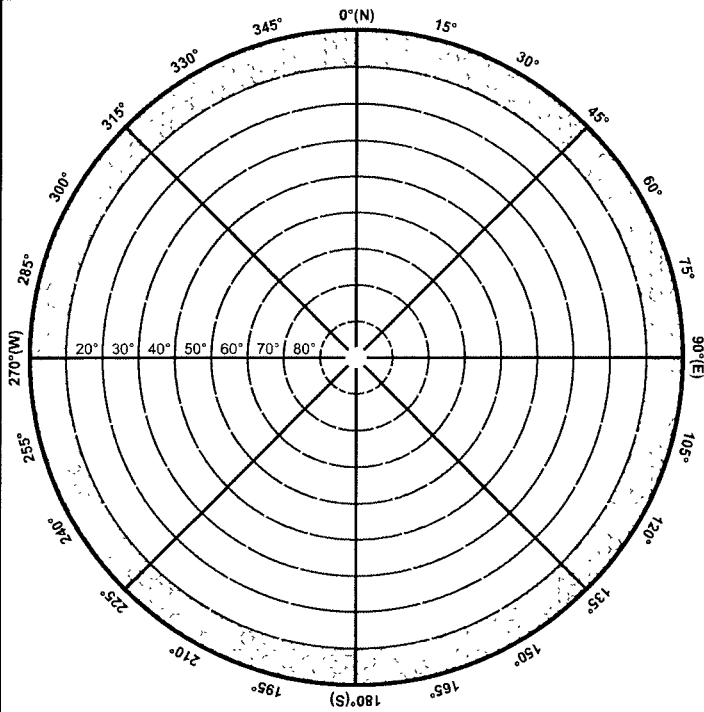
**Conditions**

Visibility: Good (> 15 Miles)   Fair (7 to 15 Miles)   Poor (< 15 Miles)	Temperature: Normal (32°-80°F)   Hot (>80°F)   Cold (< 32°F)
Cloud Cover: Clear (<20%)   Cloudy (20%-70%)   Overcast (> 70%)	Wind: Calm (<5mph)   Moderate (5-15mph)   Strong (> 15mph)

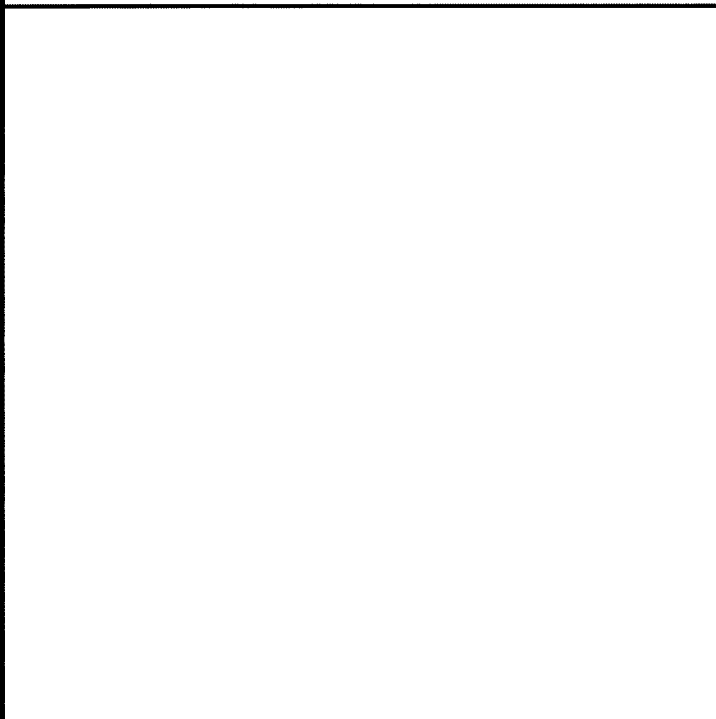
# Natrona Regional Geospatial Cooperative (NRGC) - GPS Observation Log

Visibility Diagram:

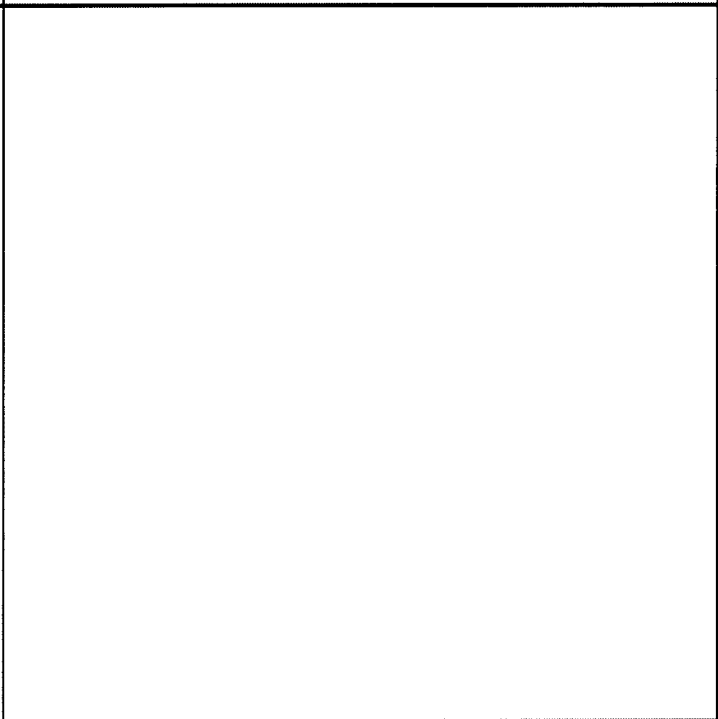
Observed Obstructions:



Site Image:



Datum Point Image:



Comments:

1 Meter = 3.280833333 US Survey Feet | (m) requested value needs to be in meters | (sft) requested value needs to be in us survey feet



### EXHIBIT 7

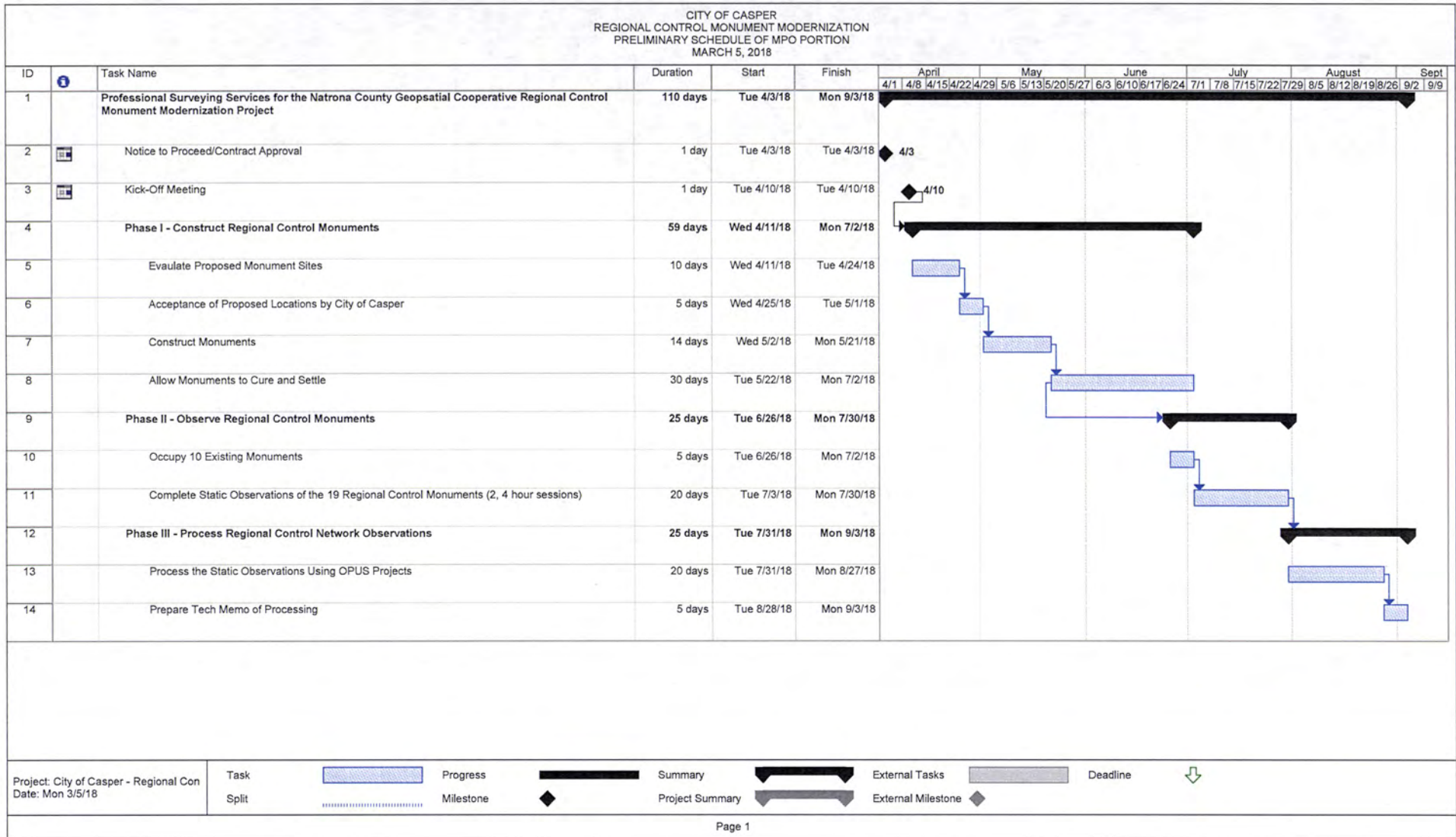


EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on April 11, 2017 for a Natrona Regional Geospatial NRGCC Cooperative Control Network Modernization Project to not exceed One Hundred Fifty Thousand Two Hundred Fifteen Dollars (\$150,215); and,

WHEREAS, on January 22, 2018, the Contractor Selection Committee approved the hiring of Worthington, Lenhart & Carpenter, Inc. (WLC) to complete the Natrona Regional Geospatial NRGCC Cooperative Control Network Modernization Project.

WHEREAS, WLC is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into a contract with WLC to complete the Natrona Regional Geospatial Cooperative Control Network Modernization Project in accordance with the scope of work and schedule included in this agreement, for a contract amount not to exceed Seventy-One Thousand Dollars (\$71,000).

PASSED AND APPROVED THIS 11 day of April, 2017.

ATTEST:

CASPER AREA METROPOLITAN PLANNING  
ORGANIZATION POLICY COMMITTEE

  
\_\_\_\_\_  
Liz Becher  
Community Development Director


  
\_\_\_\_\_  
Phil Hinds  
Chairman

EXHIBIT "C"

NOTICE TO CONTRACTOR  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984  
FOR FEDERAL-AID CONTRACTS

During the performance of this Contract, Worthington, Lenhart & Carpenter, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations.

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Contractor shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



EXHIBIT "D"

CERTIFICATION OF CONTRACTOR

I hereby certify that I am the president and duly authorized representative of the firm of Worthington, Lenhart & Carpenter, Inc.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

3/15/18  
Date

Shane M. Porter  
Signature

Shane M. Porter  
Printed Name

President  
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated agent of the City of Casper, Wyoming, a Municipal Corporation, and that the above contracting firm or her representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Date \_\_\_\_\_

\_\_\_\_\_  
Ray Pacheco  
Mayor

EXHIBIT "F"

CERTIFICATION OF  
SUSPENSION OR DEBARMENT

STATE OF Wyoming )ss

COUNTY OF Natrona )ss

I, Shane M. Porter being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: Shane M. Porter

President  
Title

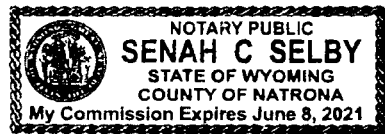
Subscribed in my presence and sworn to before me this 15<sup>th</sup> day of March, 2018, by:

Shane M. Porter

Senah C Selby

Notary Public

June 8, 2021  
My Commission Expires



RESOLUTION NO.18-68

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND WORTHINGTON, LENHART & CARPENTER, INC. FOR A NATRONA COUNTY REGIONAL GEOSPATIAL COOPERATIVE (NRGC) CONTROL NETWORK MODERNIZATION PROJECT IN AN AMOUNT OF SEVENTY-ONE THOUSAND DOLLARS (\$71,000).

WHEREAS, the City of Casper, Wyoming, the Towns of Evansville, Mills, and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on April 11, 2017, for a NRGCC Control Network Modernization Project not to exceed One Hundred Fifty Thousand Two Hundred Fifteen Dollars (\$150,215); and,


WHEREAS, the MPO released a request for proposal (RFP) for consulting groups specializing in geodetic surveying and Geographic Information Services (GIS) on November 17, 2017; and,

WHEREAS, the Project Selection Committee selected Worthington, Lenhart & Carpenter, Inc. (WLC) on January 22, 2018 to complete a Control Network Modernization.

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 between the MPO and Worthington, Lenhart & Carpenter, Inc. on behalf of the Casper Area Metropolitan Planning Organization in the amount of Seventy-One Thousand Dollars (\$71,000) for a Natrona County Regional Geospatial Cooperative Control Network Modernization Project.

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

March 8, 2018

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

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

SUBJECT: Authorize the Purchase of One (1) New Mid-Size Police Utility Vehicles, in the Total Amount of \$36,928.46, Before the Trade-in Allowance, for Use by the Casper Police Department.

Meeting Type & Date

Regular Council Meeting  
April 3, 2018

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new mid-size police utility vehicle, from Fremont Motor Company, Lander, Wyoming, to be used in the Casper Police Department, in the total amount of \$36,928.46, before the trade-in allowance.

Summary

In November 2017, bids were received for five (5) new mid-size police utility vehicles. On December 19, 2017, the purchase was awarded to Fremont Motor Company. Included in the bid package was language to “piggy back” the bid for at least 120 days after the delivery of the final unit from the original purchase order. Vehicle procurement by piggy backing a previous purchase allows the city to avoid model year price increases and expedite the delivery of additional new vehicles.

This purchase will replace a 2010 Ford Fusion that is due for replacement by age and mileage. This new vehicle will be utilized as an unmarked investigative unit primarily by the new Police Captain.

As required by Wyoming State Statute 15-1-113(b), the notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended purchase of this Ford Explorer from Fremont Motors meets all of the required specifications for the new mid-sized police utility vehicle.

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) Ford Explorer Police Interceptor	Fremont Motors Lander, WY	\$36,928.46	\$3,000	\$33,928.46

Financial Considerations

This purchase was approved in the FY18 adopted budget and is funded by One Cent #15 Optional Sales Tax Fund.

Oversight/Project Responsibility

This purchase will be made by Zulima Lopez, Assistant Support Services Director, with oversight being transferred to the Police Fleet Coordinator for the Casper Police Department after the equipment is received.

Attachments

No Attachments

March 9, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*  
Carla Mills-Laatsch, Licensing Specialist  
SUBJECT: Approve Transfer of Ownership for Restaurant Liquor License No. 31,  
Himalayan Indian Cuisine, LLC, d/b/a Himalayan Indian Cuisine.

Meeting Type & Date  
Regular Council Meeting  
April 3, 2018

Action type  
Minute Action

Recommendation  
That Council, by minute action, approve the transfer of ownership for Himalayan Indian Cuisine, LLC d/b/a Himalayan Indian Cuisine, located at 232 East 2nd Street Suite 100B.

Summary  
City staff received notification that on March 1, 2018 the ownership changed for Restaurant Liquor License No 31, Himalayan Indian Cuisine, LLC d/b/a Himalayan Indian Cuisine. The liquor license was held in Narayan Kshetri name. The new owners are Nima Sherpa holding 75% and Pema Tamang holding 25%.

Per Municipal Code 5.08.270 Restaurant liquor licenses cannot be transfer to another location but they can change ownership with the approval of the City Council. No public hearing or publications are required for this transfer.

Financial Considerations  
No Financial Considerations

Oversight/Project Responsibility  
Carla Mills-Laatsch, Licensing Specialist

Attachments  
None