

REGULAR COUNCIL MEETING  
Tuesday, April 17, 2018  
6:00 p.m.

COUNCIL POLICY  
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. When Speaking to the City Council Please:
  - Clearly State Your Name and Address.
  - Direct all questions/comments to the Mayor and only the Mayor.
  - No personal attacks on staff or Council.
  - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE APRIL 3, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 11, 2018
4. CONSIDERATION OF MINUTES OF THE APRIL 10, 2018 EXECUTIVE SESSION – PERSONNEL

Public Safety



Sustainability  
of Assets & Services

5. CONSIDERATION OF BILLS AND CLAIMS

6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish May 1, 2018, as the Public Hearing Date for Consideration of:

- a. New **Restaurant Liquor License No. 39** for 2<sup>nd</sup> Street Eats, LLC, d/b/a **2<sup>nd</sup> Street Eats LLC**, Located at 112 East 2<sup>nd</sup> Street.

7. PUBLIC HEARINGS

A. Resolutions

1. Rates for Retail and Wholesale **Water and Sewer Service**.
2. Rates for Residential and Commercial **Solid Waste Collection, Recycling, and Disposal** at the Casper Solid Waste Facility.

B. Minute Action

1. **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**.

8. SECOND READING ORDINANCE

A. **Mobile Vendor Parking Permit**.

1. Duane Jensen
2. Sylvia Westbrook
3. Pete Owen
4. Dennis Steensland
5. Jacquie Anderson

9. FIRST READING ORDINANCE

A. Repeal Chapter 2.60 Pertaining to the **Public Service Code of Ethics**.

## 10. RESOLUTIONS

### A. Consent

1. Authorizing the Transition to a **Full-time Judge in the Municipal Court.**
2. Adopting the **2018 Council Goals.**
3. Authorizing an **Outside-City Water Service Agreement** with **Frank Miles Hartung and Ruth H. Doyle.**
4. Authorizing a Contract for Professional Services with **WWC Engineering**, in the Amount of \$207,200, for the **Midwest Avenue Reconstruction Project – David Street to Elm Street.**
5. Authorizing Change Order No. 2 with **Andreen Hunt Construction**, in the Amount of \$40,875 for the **Casper Zone III Water System Improvements Project.**
6. Authorizing an Agreement with **Dana Kepner of Wyoming, Inc.**, in the Amount of \$64,824.68, for the **2018 CPU Materials Procurement Project.**
7. Authorizing an Agreement with Ferguson Enterprises dba **Waterworks Industries, Inc.**, in the Amount of \$28,832, for the **2018 CPU Materials Procurement Project.**
8. Authorizing an Agreement with **Golder Associates, Inc.**, in the Amount of \$59,643, for the **Balefill Environmental Monitoring Plan and Assessment of Corrective Measures Updates Project.**
9. Authorizing an Agreement with **Geosyntec Consultants, Inc.**, in the Amount of \$34,000, for the **Casper Regional Landfill Lifetime Permit Annual Reporting and Monitoring Project.**
10. Authorizing an Agreement with Wyoming Office Deliveries, Inc., dba **Wyoming Office Products and Interiors**, in the Amount of \$575,000, for the **Casper Events Center 2018 Seating Replacement Project.**
11. Authorizing an Underground Right-of-Way Easement with **Rocky Mountain Power** for the **Midwest Avenue Reconstruction Project – David Street to Elm Street.**
12. Authorizing the Transfer of Ownership, Operation, and Maintenance of the **Hanly Acres Subdivision Water System** from the City of Casper to the **Town of Mills.**
13. Approval of Weed and Litter contract with **AAA Landscaping** for **Weeds, Grass Cuttings, and Trash Covered Properties.**

10. RESOLUTIONS (continued)

A. Consent

14. Approval of Weed and Litter contract with **All Trees** for **Weeds, Grass Cuttings, and Trash Covered Properties**.
15. Approval of Weed and Litter contract with **B & B Sales and Service** for **Weeds, Grass Cuttings, and Trash Covered Properties**.
16. Authorizing a Pro Forma Invoice with **Rocky Mountain Power**, in the Amount of \$143,987, for the **Midwest Avenue Reconstruction Project–David Street to Elm Street**.
17. Authorizing the **Termination of the Funding Agreement** with **Community Action Partnership**.
18. Authorizing the **Termination of the Funding Agreement** with **Poverty Resistance Food Pantry**.
19. Approving the **Cost Recovery Goals for Parks and Recreation Facilities**.

11. MINUTE ACTION

A. Consent

1. Appointing **John E. Lang** to the **Casper Historic Preservation Commission** with Term Expiring December 31, 2010.
2. Approving a **Taxicab Company License** for **Turbo Taxi**, Located at 3030 East 5<sup>th</sup> Street.
3. Approving a **Taxicab Company License** for **Eagle Cab**, Located at 2804 Coulter.

12. COMMUNICATIONS

A. From Persons Present

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

14. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL AND PROPERTY ACQUISITION

Public Safety



Sustainability  
of Assets & Services

Upcoming Council meetings

**Council meetings**

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

6:00 p.m. Tuesday, May 15, 2018 – Council Chambers

**Work sessions**

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

4:30 p.m. Tuesday, May 8, 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  
April 3, 2018

Casper City Council met in regular session at 6:00 p.m., Tuesday, April 3, 2018. Present: Councilmembers Hopkins, Humphrey, Johnson, Laird, Morgan, Powell, Walsh and Mayor Pacheco. Absent: Councilmember Huber.

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

Mayor Pacheco led the audience in the Pledge of Allegiance.

Moved by Councilmember Humphrey, seconded by Councilmember Powell, to, by minute action, approve the minutes of the March 20, 2018, regular Council meeting, as published in the Casper-Star Tribune on March 28, 2018. Motion passed.

Moved by Councilmember Walsh, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the March 21, 2018, special Council meeting, as published in the Casper-Star Tribune on April 1, 2018. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the March 27, 2018, special Council meeting, as published in the Casper-Star Tribune on April 2, 2018. Motion passed.

Moved by Councilmember Powell, seconded by Councilmember Morgan, to, by minute action, approve the minutes of the March 20, 2018, executive session. Motion passed.

Moved by Councilmember Walsh, seconded by Councilmember Morgan, to, by minute action, approve the minutes of the March 21, 2018, executive session. Motion passed.

Moved by Councilmember Hopkins, seconded by Councilmember Powell, to, by minute action, approve payment of the April 3, 2018, bills and claims, as audited by City Manager Napier. Councilmember Morgan abstained from voting on invoices pertaining to his reimbursement for expenses. Motion passed.

	Bills & Claims	
	04/03/18	
5TrailsRotary	Services	\$400.00
A-1	Services	\$260.00
AakerSigns	Goods	\$224.00
ABaedke	Reimb	\$32.61
AllianceElec	Services	\$1,796.00
AMBI	Services	\$304.43
Ameritech	Services	\$20,926.36
AndrnHunt	Services	\$108,470.00

ArcofNC	Funding	\$12,491.75
ArrowheadHeating	Services	\$10,834.29
Balefill	Services	\$65,441.23
BankOfAmerica	Goods	\$295,162.45
BarDSigns	Goods	\$89.60
BHEnergy	Services	\$33,603.46
CAEDA	Funding	\$105,050.46
CasperHousingAuth	Projects	\$46,232.94
CasperMtnFireDistrict	Services	\$7,500.00
CasperPubSafetyComm	Services	\$3,195.02
CATC	Funding	\$111,073.64
CentralPaint&Body	Services	\$225.00
Centurylink	Services	\$391.72
ChildrensAdvocacyProject	Funding	\$10,000.00
CIGNA	Services	\$11,982.40
CityofCasper	Services	\$11,481.66
ClimbWy	Funding	\$39,825.75
CommTech	Goods	\$1,714.00
CommunityActionPartnership	Funding	\$64,261.67
Comtronix	Services	\$183.00
CrimeSceneInfo	Services	\$86.25
Dell	Goods	\$48,575.01
DeltaDental	Services	\$26,794.02
DesertMtn	Goods	\$20,017.99
DFerguson	Reimb	\$64.99
DGarland	Reimb	\$75.00
DooleyOil	Fuel	\$33,648.56
DoubleDWelding	Services	\$3,862.50
DPCIndustries	Goods	\$6,469.88
FirstData	Services	\$4,159.89
FirstInterstateBank	Services	\$233.00
FischerAutoBody	Services	\$1,534.43
FmlyJrnyCtr	Services	\$1,808.12
GlobalSpect	Funding	\$604.80
GolderAssociates	Services	\$1,440.00
GSGArchitecture	Services	\$7,083.75
HDR Engineering	Projects	\$4,046.73
Hein-Bond	Services	\$41,822.19
Hitek	Services	\$4,722.00
Homax	Goods	\$29,280.61
ITCElec	Services	\$925.05
JFerguson	Refund	\$18.47
JMorgan	Reimb	\$1,455.27

KHawthorne	Refund	\$500.00
KimleyHorn	Services	\$9,498.05
KRollison	Reimb	\$51.99
KTrujillo	Refund	\$47.37
KTWO-TV	Services	\$1,560.00
LdrsEdgeConsulting	Services	\$292.13
LnclnNtlLife	Services	\$267.27
LongBuildingTech	Services	\$3,820.15
MGao	Refund	\$55.47
MGOilCo	Fuel	\$5,577.00
Nalco	Supp	\$16,200.00
NationalBenefitServices	Services	\$883.60
NCHealth Dept	Funding	\$45,000.00
NCHealthDept	Funding	\$50.00
NCSheriffsOffice	Funding	\$165,019.44
OhlsonLavoie	Services	\$543.00
OneCallofWy	Services	\$220.50
Pepsi	Goods	\$357.36
Pntwrks	Services	\$63.95
PoliceDept	Services	\$270.70
PorterMuirhead	Services	\$56,550.00
PostalPros	Services	\$5,225.86
PvrtyRestncFoodPntry	Funding	\$5,500.93
QquestSoftware	Services	\$7,900.00
Raftelis	Services	\$1,044.05
ResourceManagement	Goods	\$1,633.50
Ricoh	Svc	\$59.74
RkyMtnAccreditationNet	Membership	\$200.00
RockyMtnPower	Services	\$122,023.84
SamParsonsUpholstery	Services	\$773.63
SBrauchie	Reimb	\$98.00
SkylineRanches	Services	\$586.61
StarTribune	Services	\$298.44
StealthPartnerGroup	Services	\$55,473.18
SunburstProperties	Refund	\$23.92
SWendling	Refund	\$54.15
SWolff	Refund	\$7.76
TBuckallew	Reimb	\$300.00
TCortez	Reimb	\$734.44
TNostrum	Refund	\$51.62
TrihydroCorp	Projects	\$5,740.00
TYauger	Refund	\$5.29
UvDoctorLamps	Goods	\$4,859.02



UW	training	\$390.00
Viewpoint	Services	\$2,160.00
VisionServicePlan	Services	\$1,536.40
WAhrndt	Reimb	\$173.49
WasteOilFurnaces	Supp	\$9,651.00
WasteWaterTreatment	Funding	\$318,315.54
WERCSCommunications	Services	\$99.00
WesternWaterConsult	Services	\$6,100.71
WestlandPark	Services	\$2,686.12
WorthingtonLenhart&Carpenter	Services	\$23,201.18
WstrnStsFire	Supp	\$850.92
Wycomp	Services	\$1,160.20
		\$2,087,628.47

Mayor Pacheco welcomed representatives from Serve Wyoming. Nuriéh Glasgow, a representative from Serve Wyoming, gave background about the organization and recognized other members of the National Service team, Ameri Corps and Senior Corps. Mayor Pacheco then read a proclamation recognizing the hard work of these organizations and declaring April 3 as National Service Recognition Day.

Moved by Councilmember Humphrey, seconded by Councilmember Powell, to, 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; 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; and disposition options for the former Plains Furniture properties. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of the mobile vendor parking permit (MVPP).

City Attorney Henley entered two (2) exhibits: correspondence from Fleur Tremel to J. Carter Napier, dated March 23, 2018 and an affidavit of publication, as published in the Casper-Star Tribune, dated April 3, 2018. City Manager Napier provided a brief report.

Pat Sweeney, 951 N. Kimball, asked Council about the MVPP and David Street Station.

Speaking in opposition to the MVPP were: Colby Frontiero, 2816 S. Poplar; Jason Booth, 3400 Navarre; Shawn Houck, 602 S. Park; Ticker Lock, 1009 N. Jefferson; Rob Caputa, 3200 Bella Vista; Kirsten Bott, 1810 Woolwick; Amy Virachack, 1305 S. Cottonwood; Dennis Steensland, 533 S. Washington; Britnee Miller, 354 N. Nebraska; Deanna Bradshaw, Rolling Hills; Susan Oaks, 6753 Poison Spider; James Andrews, 1113 Beech; and Jeremy Bott, 1810 Woolwick. Although these citizens spoke in opposition, many supported portions of the ordinance and offered suggestions or improvements.

There being no others to speak for or against the issues involving the mobile vendor parking permit, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 4-18  
AN ORDINANCE ESTABLISHING MOBILE VENDOR  
PARKING.

Councilmember Johnson presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Morgan.

Councilmembers discussed the matter at length. Councilmember Morgan asked about leased parking lots not being specifically listed in the ordinance and City Attorney Henley addressed his question. After further discussion Councilmember Walsh moved to amend the ordinance. Seconded by Councilmember Johnson. The amendments to the ordinance include the following: limiting the MVPP to the serpentine streets from Durbin to David Street; setting the hours to reflect the parking restrictions already in place downtown; removing the five (5) day notice for applications; and ensuring that applicants have a City-wide yearly registration.

Council discussed the matter at length and asked Councilmember Walsh questions in order to clarify the details of the proposed amendments. Councilmember Morgan asked about sidewalk cafes and seasonal use of mobile vendor parking, and City Attorney Henley addressed the question. Councilmember Humphrey asked about licensing fees and City Manager Napier addressed the question. Councilmember Laird indicated he would like to see the amendments in writing and asked what the process would be to table the item. Mayor Pacheco indicated that once the amendments were voting on, someone could make a motion to table. City Attorney Henley confirmed. Councilmember Powell called for the question. Councilmember Hopkins requested a summary of the amendments before the vote. City Attorney Henley indicated that the following items were in the motion to amend: limiting the MVPP to the downtown area, setting the hours to match the current parking restrictions, withdrawing the five (5) day notice requirement; and ensuring that applicants have a City-wide yearly registration. Councilmembers Laird and Morgan voted nay to the amendments. Motion to amend the ordinance passed.

Councilmember Laird moved to table the item, seconded by Councilmember Humphrey. Councilmember Morgan expressed concern about tabling the item. Councilmember Laird started to clarify his motion. City Manager Napier called point of order and recommended that Council vote on the motion to table. Councilmembers Humphrey and Laird voted aye to table the ordinance. Motion to table failed.

Councilmember Morgan moved to amend the ordinance to change the number of permits issued per month from eight (8) to ten (10). Seconded by Councilmember Powell. Councilmembers Hopkins and Humphrey voted nay. Motion to amend the ordinance passed.

Councilmember Morgan spoke on other items but had no further amendments.

Councilmember Laird made a motion to allow parking in alleys. Motion died for a lack of a second.

Mayor Pacheco asked Council to vote on the ordinance as amended by Councilmembers Walsh and Morgan. Councilmembers Humphrey and Laird voted nay. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of the transfer of ownership, operation, and maintenance of the Hanly Acres Subdivision water system to the Town of Mills.

City Attorney Henley (2) exhibits: Correspondence from Andrew Beamer, to J. Carter Napier, dated March 29, 2018, and an Affidavit of Publication, as published in the Casper-Star Tribune, dated April 2, 2018. City Manager Napier provided a brief report.

There being no one to speak for or against the report, the public hearing was closed. Mayor Pacheco noted that no action was required by Council this evening on this matter.

The following ordinance was considered, on third 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.

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. 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 3<sup>rd</sup> day of April, 2018.

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

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-61

A RESOLUTION PROMOTING SAFE SCHOOLS.

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.

RESOLUTION NO.18-63

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

RESOLUTION NO. 18-64

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

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.

RESOLUTION NO. 18-66

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPAR BUILDING SYSTEMS, INC., FOR THE BALER BUILDING / MRF EXPANSION, PROJECT NO. 13-50.

RESOLUTION NO. 18-67

A RESOLUTION AUTHORIZING AN AGREEMENT WITH R&R REST STOPS FOR THE PARKS DIVISION PORTABLE TOILET PROJECT.

RESOLUTION NO. 18-68

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION AND WORTHINGTON, LENHART & CARPENTER, INC. FOR A NATRONA COUNTY REGIONAL GEOSPATIAL COOPERATIVE CONTROL NETWORK MODERNIZATION PROJECT IN AN AMOUNT OF SEVENTY-ONE THOUSAND DOLLARS (\$71,000).

Councilmember Johnson presented the foregoing eight (8) resolutions for adoption. Seconded by Councilmember Laird. Councilmember Hopkins abstained from voting on Resolution No. 18-61. Motion passed.

Moved by Councilmember Humphrey, seconded by Councilmember Laird, to, by consent minute action, authorize the purchase of one (1) new mid-size Police utility vehicle, from Fremont Motor Company, in the amount of \$36,928; and approve the transfer of ownership for Restaurant Liquor License No. 31, Himalayan Indian Cuisine, LLC, d/b/a Himalayan Indian Cuisine. Motion passed.

Individuals addressing the Council were: Dale Zimmerle, 3035 Bellaire, requesting that Council focus spending on basic services; Woody Giles, 290 E. Magnolia, suggesting that competition will smooth out the MVPP and urging Council not to regulate; Pat Sweeney, 951 N. Kimball, stressing the importance and need for optional one cent funding; Leann Miller, 1510 S. Cedar, clarifying the current license fee for food trucks; and Shawn Houck, 602 S. Park, thanking Council for their consideration of the MVPP.

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, April 10, 2018, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, April 17, 2018, in the Council Chambers.

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

The meeting was adjourned at 8:43 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

# Bills & Claims

04/04/2018 to 04/17/2018

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<b>71 CONSTRUCTION, INC.</b>	108102HP EZ STREET BULK	\$1,409.80
	<b>Subtotal for Cost Center Streets:</b>	<b>\$1,409.80</b>
	<b>Vendor Subtotal:</b>	<b>\$1,409.80</b>
<b>A.M.B.I. &amp; SHIPPING, INC.</b>	18-03-743 POSTAGE	\$17.09
	<b>Subtotal for Cost Center City Attorney:</b>	<b>\$17.09</b>
	18-02-448 POSTAGE	\$4.02
	<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$4.02</b>
	18-03-750 POSTAGE	\$131.31
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$131.31</b>
	18-03-750 POSTAGE	\$9.40
	<b>Subtotal for Cost Center Human Resources:</b>	<b>\$9.40</b>
	18-03-754 POSTAGE	\$559.16
	<b>Subtotal for Cost Center Police:</b>	<b>\$559.16</b>
	18-03-751 POSTAGE	\$9.03
	<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$9.03</b>
	<b>Vendor Subtotal:</b>	<b>\$730.01</b>
<b>A-1 PORTABLES &amp; SERVICES</b>	2273 3RD PORTA POTTY-EWAST BLDG	\$130.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$130.00</b>
	<b>Vendor Subtotal:</b>	<b>\$130.00</b>
<b>ALLIANCE ELECTRIC LLC.</b>	7543 COMB BLDG ELEC	\$618.50
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$618.50</b>
	<b>Vendor Subtotal:</b>	<b>\$618.50</b>
<b>AMERI-TECH EQUIPMENT CO.</b>	18945 STOCK, 111-032-024 (12) BUSHNG	\$1,528.12
	18889 STOCK, 34670-22-AB PK CYL	\$3,316.05
	18888 STOCK, JOYSTICK & HOLDER	\$2,741.34
	18962 STOCK, 23773-01-AC TRAVEL CVR	\$1,834.64
	18561 STOCK, SHOE WELD & SHIM KITS	\$2,089.14
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$11,509.29</b>
	18762 TARPS FOR ROLLOFF	\$857.13

# Bills & Claims

City of Casper

04/04/2018 to 04/17/2018

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18882 DOOR SEALS FOR 10 YD ROLL OFFS	\$875.55
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$1,732.68</b>

<b>Vendor Subtotal:</b>	<b>\$13,241.97</b>
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## APEX SYSTEMS GROUP LLC

3927 MILESTONE SECURITY PROJECT	\$720.00
<b>Subtotal for Cost Center Information Services:</b>	<b>\$720.00</b>

<b>Vendor Subtotal:</b>	<b>\$720.00</b>
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## ARCADIS U.S., INC.

0898039 ENGINEERING SERVICES FOR WWTP	\$3,922.96
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$3,922.96</b>

<b>Vendor Subtotal:</b>	<b>\$3,922.96</b>
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## ARROWHEAD HEATING & AIR CONDITIONING

10839 FILTER CHANGE EQUIP BLDG	\$282.25
<b>Subtotal for Cost Center Balefill:</b>	<b>\$282.25</b>

<b>Vendor Subtotal:</b>	<b>\$282.25</b>
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## ATS SPECIALIZED INC

RIN0028539 BALER CYLINDER SHIPPED TO GA	\$5,350.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$5,350.00</b>

<b>Vendor Subtotal:</b>	<b>\$5,350.00</b>
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## BEN FLAKE

3931600 UNIFORM REIMBURSEMENT	\$168.79
<b>Subtotal for Cost Center Police:</b>	<b>\$168.79</b>

<b>Vendor Subtotal:</b>	<b>\$168.79</b>
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## BISSONETTE, MICHELLE

0030370828 UTILITY REFUND	\$49.40
<b>Subtotal for Cost Center Water:</b>	<b>\$49.40</b>

<b>Vendor Subtotal:</b>	<b>\$49.40</b>
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## BRIANNA VANACORE

1-285196 BOOT REIMBURSEMENT	\$69.99
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$69.99</b>

<b>Vendor Subtotal:</b>	<b>\$69.99</b>
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# Bills & Claims

04/04/2018 to 04/17/2018

<b>CAROLINA SOFTWARE</b>	68064 REPLACE ACCT CUSTOMER SIG PAD	\$696.40
	67544 QUARTER SCALEHOUSE SOFTWARE	\$450.00
	67408 QUARTER SPEC WASTE SOFTWARE	\$250.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,396.40</b>
<b>Vendor Subtotal:</b>	<b>\$1,396.40</b>	
<b>CASPAR BUILDING SYSTEMS, INC.</b>	RIN0028553 RETAINAGE 16-050	-\$5,885.81
	<b>Subtotal for Cost Center Capital Projects - Fire:</b>	<b>-\$5,885.81</b>
	RIN0028553 FIRE EMS STATION #5	\$58,858.10
	<b>Subtotal for Cost Center Fire:</b>	<b>\$58,858.10</b>
<b>Vendor Subtotal:</b>	<b>\$52,972.29</b>	
<b>CASPER PUBLIC UTILITIES</b>	RIN0028522 SANITATION	\$106.50
	RIN0028522 SEWER	\$21.65
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$128.15</b>
	<b>Vendor Subtotal:</b>	<b>\$128.15</b>
<b>CASPER STAR TRIBUNE - LEGAL ADS ONLY</b>	38272 HANLY ACRES PUBLIC HEARING AD	\$281.00
	<b>Subtotal for Cost Center Water:</b>	<b>\$281.00</b>
	<b>Vendor Subtotal:</b>	<b>\$281.00</b>
<b>CENTRAL WY. REGIONAL WATER</b>	161660 MARCH18 SYSTEM INVESTMENT FEES	\$7,596.00
	161728 MARCH18 WHOLESALE WATER	\$238,639.65
	<b>Subtotal for Cost Center Water:</b>	<b>\$246,235.65</b>
	<b>Vendor Subtotal:</b>	<b>\$246,235.65</b>
<b>CENTURYLINK</b>	RIN0028532 PHONE USE	\$34.80
	<b>Subtotal for Cost Center City Hall:</b>	<b>\$34.80</b>
	RIN0028532 PHONE USE	\$38.76
	<b>Subtotal for Cost Center City Manager:</b>	<b>\$38.76</b>
	RIN0028532 PHONE USE	\$64.90
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$64.90</b>	
RIN0028532 PHONE USE	\$230.03	
RIN0028532 PHONE USE	\$299.91	

# Bills & Claims

City of Casper

04/04/2018 to 04/17/2018

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RIN0028532 PHONE USE	\$490.10
RIN0028532 PHONE USE	\$10,992.38
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$12,012.42</b>
RIN0028532 PHONE USE	\$39.41
AP000143031518 VOIP	\$840.27
<b>Subtotal for Cost Center Finance:</b>	<b>\$879.68</b>
RIN0028532 PHONE USE	\$39.41
RIN0028532 PHONE USE	\$39.17
RIN0028532 PHONE USE	\$38.76
RIN0028532 PHONE USE	\$46.68
RIN0028532 PHONE USE	\$1,012.27
<b>Subtotal for Cost Center Fire:</b>	<b>\$1,176.29</b>
RIN0028532 PHONE USE	\$62.86
RIN0028532 PHONE USE	\$38.76
RIN0028532 PHONE USE	\$38.76
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$140.38</b>
RIN0028532 PHONE USE	\$38.76
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$38.76</b>
RIN0028532 PHONE USE	\$77.48
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$77.48</b>
RIN0028532 PHONE USE	\$125.74
<b>Subtotal for Cost Center Parking:</b>	<b>\$125.74</b>
RIN0028532 PHONE USE	\$45.62
RIN0028532 PHONE USE	\$121.69
<b>Subtotal for Cost Center Parks:</b>	<b>\$167.31</b>
RIN0028532 PHONE USE	\$296.09
<b>Subtotal for Cost Center Police:</b>	<b>\$296.09</b>
RIN0028532 PHONE USE	\$46.41
RIN0028532 PHONE USE	\$39.41
RIN0028532 PHONE USE	\$39.41
RIN0028532 PHONE USE	\$118.23
RIN0028532 PHONE USE	\$38.76
<b>Subtotal for Cost Center Recreation:</b>	<b>\$282.22</b>
RIN0028532 PHONE USE	\$158.26
<b>Subtotal for Cost Center Streets:</b>	<b>\$158.26</b>
RIN0028532 PHONE USE	\$1,837.16
RIN0028532 PHONE USE	\$38.52

# Bills & Claims

City of Casper

04/04/2018 to 04/17/2018

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RIN0028532 PHONE USE	\$77.04
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$1,952.72</b>

RIN0028532 PHONE USE	\$194.70
RIN0028532 PHONE USE	\$55.28
RIN0028532 PHONE USE	\$38.76
<b>Subtotal for Cost Center Water:</b>	<b>\$288.74</b>

<b>Vendor Subtotal:</b>	<b>\$17,734.55</b>
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## CHARLES SIMONS

I1289757 UNIFORM REIMBURSEMENT	\$382.67
<b>Subtotal for Cost Center Police:</b>	<b>\$382.67</b>

<b>Vendor Subtotal:</b>	<b>\$382.67</b>
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## CHASE NASH

RIN0028535 TRAVEL EXPENSES	\$306.09
<b>Subtotal for Cost Center Police:</b>	<b>\$306.09</b>

<b>Vendor Subtotal:</b>	<b>\$306.09</b>
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## CHRIS HENRY

5282 CLOTHING REIMBURSEMENT	\$215.22
<b>Subtotal for Cost Center Police:</b>	<b>\$215.22</b>

<b>Vendor Subtotal:</b>	<b>\$215.22</b>
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## CITY OF CASPER - BALEFILL

525/161667 SANITATION	\$16.45
161534 BALEFILL IMPORT	\$15.04
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$31.49</b>

161577 BALEFILL IMPORT	\$5,219.35
2772/161600 SANITATION	\$4,727.73
2772/161700 SANITATION	\$5,467.98
2772/161662-669 SANITATION	\$43,727.87
2772/161647 SANITATION	\$5,761.69
161536 BALEFILL IMPORT	\$5,695.93
161558 BALEFILL IMPORT	\$5,717.08
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$76,317.63</b>

1276/161599 SANITATION	\$142.88
1276/161668 SANITATION	\$121.26
161535 BALEFILL IMPORT	\$114.21
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$378.35</b>

<b>Vendor Subtotal:</b>	<b>\$76,727.47</b>
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# Bills & Claims

04/04/2018 to 04/17/2018

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<b>CITY OF CODY</b>	RIN0028533 REFUND DET DOLLARD CLASS FEE	\$295.00
	<b>Subtotal for Cost Center Police Grants:</b>	<b>\$295.00</b>
	<b>Vendor Subtotal:</b>	<b>\$295.00</b>
<b>CIVIL ENGINEERING PROFESSIONALS, INC.</b>	17-006-12 MCKINLEY STREET UNDERPASS STOR	\$4,570.00
	<b>Subtotal for Cost Center Streets:</b>	<b>\$4,570.00</b>
	17-045-05 CY BOOSTER STATION PROFESSIONA	\$5,575.00
	14-066-37 EAST CASPER ZONE III PROJECT 1	\$12,575.65
	14-066-37 EAST CASPER ZONE III PROJECT 1	\$6,193.98
	17-030-04 CY & VALLEY HILLS TANK VENTS	\$832.50
	<b>Subtotal for Cost Center Water:</b>	<b>\$25,177.13</b>
	<b>Vendor Subtotal:</b>	<b>\$29,747.13</b>
<b>CLH ASSOCIATES LLC</b>	1 TIS DOWNTOWN OFFICE COMPLEX	\$6,200.00
	<b>Subtotal for Cost Center Engineering:</b>	<b>\$6,200.00</b>
	<b>Vendor Subtotal:</b>	<b>\$6,200.00</b>
<b>COMMUNICATION TECHNOLOGIES, INC.</b>	79243 REPAIRS TO UNIT 284	\$51.50
	<b>Subtotal for Cost Center Police:</b>	<b>\$51.50</b>
	79279 INSTALL EQUIP UNIT 231	\$441.50
	<b>Subtotal for Cost Center Police Equipment:</b>	<b>\$441.50</b>
	<b>Vendor Subtotal:</b>	<b>\$493.00</b>
<b>CONTINUOUS ALCOHOL MONITORING OF WY LLC</b>	2018-69 ALCOHOL MONITOR PROGRAM	\$350.00
	2018-89 ALCOHOL MONITOR PROGRAM	\$350.00
	2018-100 ALCOHOL MONITOR PROGRAM	\$365.00
	2018-105 ALCOHOL MONITOR	\$350.00
	2018-101 ALCOHOL MONITOR	\$275.00
	<b>Subtotal for Cost Center Police:</b>	<b>\$1,690.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,690.00</b>
<b>COWDIN CLEANING</b>	201252 FEB JANITORIAL SERVICE CENTER	\$748.00
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$748.00</b>

# Bills & Claims

04/04/2018 to 04/17/2018

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**Vendor Subtotal:** **\$748.00**

**DAVE LODEN  
CONSTRUCTION**

RIN0028507 Roof repair - Fort Caspar \$185.00  
RIN0028519 Roof repair - senior center \$265.00  
RIN0028519 Roof repair - NC Clubhouse \$315.00  
**Subtotal for Cost Center Buildings & Structures:** **\$765.00**

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**Vendor Subtotal:** **\$765.00**

**DELL MARKETING LP**

10230254495 PHOTOSHOP \$207.72  
**Subtotal for Cost Center Weed And Pest:** **\$207.72**

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**Vendor Subtotal:** **\$207.72**

**DELTA DENTAL PLAN OF WY.**

RIN0028548 DENTAL INSURANCE PREMIUM \$43,296.58  
RIN0028549 DENTAL PREMIUMS \$1,529.50  
**Subtotal for Cost Center Health Insurance:** **\$44,826.08**

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**Vendor Subtotal:** **\$44,826.08**

**DEPT. OF FAMILY SVCS.**

0347-FEB18 PRE HIRE CHECKS \$80.00  
**Subtotal for Cost Center Police:** **\$80.00**

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**Vendor Subtotal:** **\$80.00**

**DESERT MTN. CORP.**

17-58518 ICE SLICER \$3,548.88  
17-58765 ICE SLICER \$3,554.49  
**Subtotal for Cost Center Streets:** **\$7,103.37**

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**Vendor Subtotal:** **\$7,103.37**

**ELIZABETH BECHER**

5320 ROTARY DUES - L BECHER \$217.00  
**Subtotal for Cost Center Planning:** **\$217.00**

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**Vendor Subtotal:** **\$217.00**

**ENVIRONMENTAL & CIVIL  
SOLUTIONS, LLC**

5332 DEQ PERMITTING/JIM EVANS TRUCK \$4,190.10  
**Subtotal for Cost Center Refuse Collection:** **\$4,190.10**

5334 2018 ARTERIALS/COLLECTORS \$12,772.55  
**Subtotal for Cost Center Streets:** **\$12,772.55**

# Bills & Claims

04/04/2018 to 04/17/2018

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	<b>Vendor Subtotal:</b>	<b>\$16,962.65</b>
<b>ETC INSTITUTE</b>	22821 ONE CENT VOTER OPINION SURVEY	\$2,070.00
	<b>Subtotal for Cost Center Council:</b>	<b>\$2,070.00</b>
	<b>Vendor Subtotal:</b>	<b>\$2,070.00</b>
<b>FAMILY JOURNEY CENTER</b>	130 FY18 1%#15 ONE CENT FUNDING	\$963.62
	<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$963.62</b>
	<b>Vendor Subtotal:</b>	<b>\$963.62</b>
<b>FIRST DATA MERCHANT SVCS CORP.</b>	REMI1309621 CREDIT CARD FEES - FEB	\$13.41
	<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$13.41</b>
	<b>Vendor Subtotal:</b>	<b>\$13.41</b>
<b>FIRST INTERSTATE BANK</b>	RIN0028546 LOCKBOX FEES	\$2,116.58
	RIN0028545 SERVICE CHARGES	\$191.01
	<b>Subtotal for Cost Center Finance:</b>	<b>\$2,307.59</b>
	RIN0028547 PROGRAMS & PROJECTS	\$49.00
	<b>Subtotal for Cost Center Human Resources:</b>	<b>\$49.00</b>
	<b>Vendor Subtotal:</b>	<b>\$2,356.59</b>
<b>GARY MARSH, INC.</b>	387 CONTRACT PAYMENT FOR GOLF PRO	\$739.58
	<b>Subtotal for Cost Center Golf Course:</b>	<b>\$739.58</b>
	<b>Vendor Subtotal:</b>	<b>\$739.58</b>
<b>GLOBAL SPECTRUM L.P.</b>	0000666-IN MONTHLY FUNDING	\$82,909.91
	0000671-IN MARCH 2018 ORDER FEES	\$5,402.00
	0000670-IN 9-1-17 TO 12-31-17 ORDER FEES	\$13,345.80
	0000670-IN JAN 2018 ORDER FEES	\$2,497.50
	0000670-IN FEB 2018 ORDER FEES	\$8,530.50
	0000518-IN NOVEMBER 2017 ATM FUNDS	\$17,680.00
	0000673-IN DECEMBER 2017 ATM FUNDS	\$6,920.00
	0000674-IN JANUARY 2018 ATM FUNDS	\$2,660.00
	0000675-IN FEBRUARY 2018 ATM FUNDS	\$27,800.00
	<b>Subtotal for Cost Center Casper Events Center:</b>	<b>\$167,745.71</b>

# Bills & Claims

04/04/2018 to 04/17/2018

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**Vendor Subtotal:** **\$167,745.71**

## GOLDER ASSOCIATES

507069 IOTB-Gas System O&M LRP \$5,695.05  
508934 CLOSED BALEFILL POST CLOSURE \$3,217.23  
**Subtotal for Cost Center Balefill:** **\$8,912.28**

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**Vendor Subtotal:** **\$8,912.28**

## HEIN-BOND, LLC

18-011 DESIGN SERVICES - BALER BUILDI \$34,145.06  
**Subtotal for Cost Center Balefill:** **\$34,145.06**

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**Vendor Subtotal:** **\$34,145.06**

## HIGH PLAINS CONSTRUCTION, INC.

RIN0028527 TRUCK BARN SURGE TANK/LIFT STA \$65,922.92  
RIN0028527 TRUCK BARN SURGE TANK/LIFT STA \$90,579.65  
RIN0028527 RETAINAGE 15-69 -\$11,484.59  
**Subtotal for Cost Center Refuse Collection:** **\$145,017.98**

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**Vendor Subtotal:** **\$145,017.98**

## HOMAX OIL SALES, INC.

0401929-IN STOCK, 01/F1 UNLEADED 7597 GAL \$14,714.63  
H36295-H36301-IN STOCK, 01/F1 OUTSIDE UNLEADED \$164.46  
0405537-IN STOCK, VERSATRANS LV (48 QT) \$166.56  
0402887-IN STOCK, 10W30 OIL (HOGADON) \$614.11  
0404191-IN STOCK, 02/F2 DIESEL 6999 GAL \$17,680.14  
0404190-IN STOCK, 01/F1 UNLEADED 8000 GAL \$16,654.40  
0404972-IN STOCK, DEF 579 GAL \$903.24  
**Subtotal for Cost Center Fleet Maintenance:** **\$50,897.54**

0400365-IN WINDOW WASH \$155.49  
**Subtotal for Cost Center Refuse Collection:** **\$155.49**

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**Vendor Subtotal:** **\$51,053.03**

## HUNTER INDUSTRIAL CORPORATION

8450 CHAIRLIFT SPRING MAIT.SUPPLY \$1,395.70  
**Subtotal for Cost Center Hogadon:** **\$1,395.70**

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**Vendor Subtotal:** **\$1,395.70**

## INDUSTRIAL CONTAINER SERVICES - CO. LLC

55769250 DRUMS FOR HAZ WASTE \$3,404.68  
**Subtotal for Cost Center Balefill:** **\$3,404.68**

# Bills & Claims

04/04/2018 to 04/17/2018

SERVICES CO, LLC

**Vendor Subtotal:** **\$3,404.68**

**JADE MCLEAN**

14601669 BOOT REIMBURSEMENT 1/2 \$56.00

**Subtotal for Cost Center Fleet Maintenance:** **\$56.00**

**Vendor Subtotal:** **\$56.00**

**JASON D. BEIGHLEY**

2C ADVANCED TACTICS TRAINING \$6,000.00

**Subtotal for Cost Center Police:** **\$6,000.00**

**Vendor Subtotal:** **\$6,000.00**

**JOANNE JACKSON**

RIN0028506 REFUND \$155.98

**Subtotal for Cost Center Aquatics:** **\$155.98**

**Vendor Subtotal:** **\$155.98**

**KUBWATER RESOURCES,  
INC**

07498 ZETAG 7593 DRY POLYMER \$5,098.96

**Subtotal for Cost Center Waste Water:** **\$5,098.96**

**Vendor Subtotal:** **\$5,098.96**

**LAGUNA WILDERNESS  
PRESS**

1178 BOOKS FOR RESALE \$126.00

**Subtotal for Cost Center General - Fort Caspar:** **\$126.00**

**Vendor Subtotal:** **\$126.00**

**LINCOLN NATL. LIFE INS. CO.**

RIN0028550 BENEFITS PAYABLE-LIFE INS \$267.65

**Subtotal for Cost Center Health Insurance:** **\$267.65**

**Vendor Subtotal:** **\$267.65**

**LOVELY FLEUR**

RIN0028513 JEWELRY FOR RESALE IN STORE \$79.80

**Subtotal for Cost Center General - Fort Caspar:** **\$79.80**

**Vendor Subtotal:** **\$79.80**

**MIKE OGDEN**

RIN0028534 TRAVEL EXPENSES \$11.85

**Subtotal for Cost Center Police:** **\$11.85**



# Bills & Claims

04/04/2018 to 04/17/2018

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**Vendor Subtotal:** **\$11.85**

## MOTOROLA SOLUTIONS

41248273 Second Payment of Contract \$270,000.00

**Subtotal for Cost Center Fire:** **\$270,000.00**

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**Vendor Subtotal:** **\$270,000.00**

## MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

AP000179040118 INTERNET SERVICES \$1,003.55

**Subtotal for Cost Center Finance:** **\$1,003.55**

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**Vendor Subtotal:** **\$1,003.55**

## NALCO CHEMICAL CO.

66578654 FERROUS CHLORIDE NPSSI-CCF \$15,677.64

**Subtotal for Cost Center Waste Water:** **\$15,677.64**

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**Vendor Subtotal:** **\$15,677.64**

## NATIONAL BENEFIT SERVICES

641745 PLAN ADMIN FEES \$36.00

643178 PLAN ADMIN FEES \$405.65

**Subtotal for Cost Center Health Insurance:** **\$441.65**

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**Vendor Subtotal:** **\$441.65**

## NATRONA COUNTY COMMISSIONERS

RIN0025843 HOJ GENERATOR RENTAL & REPAIR \$55,860.00

RIN0028542 DETENTION CENTER ROOF REPAIRS \$253,597.96

RIN0028552 DETENTION CENTER WATER HEATER \$3,500.00

**Subtotal for Cost Center City Manager:** **\$312,957.96**

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**Vendor Subtotal:** **\$312,957.96**

## NORTH PARK TRANSPORATION

08777964 STOCK, FREIGHT \$184.22

**Subtotal for Cost Center Fleet Maintenance:** **\$184.22**

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**Vendor Subtotal:** **\$184.22**

## ONE CALL OF WY.

47992 MARCH18 LOCATE TICKETS \$177.19

**Subtotal for Cost Center Sewer:** **\$177.19**

47992 MARCH18 LOCATE TICKETS \$216.56

**Subtotal for Cost Center Water:** **\$216.56**

# Bills & Claims

04/04/2018 to 04/17/2018

**Vendor Subtotal:**

**\$393.75**

**P-CARD VENDORS**

00071225 SUN COUNTRY DISTRIBUTI - Purch	\$1,519.00
00071274 AMAZON MKTPLACE PMTS - Purchas	\$30.99
00071363 LIFEGUARD STORE - ONLI - Purch	\$194.40
00071598 AMAZON MKTPLACE PMTS W - Purch	\$28.61
00071614 HOSE & RUBBER SUPPLY C - Purch	\$7.20
00071725 STAPLES 00114181 - Purch	\$11.88
00071450 CASPER STAR TRIBUNE - Purchase	\$495.36
00072045 STAPLES DIRECT - Purchase	\$36.57
00072150 SQU SQ ATLANTIC ELECT - Purch	\$621.61
00072338 OTC BRANDS, INC. - Purchase	\$41.96
00071831 AMERICAN RED CROSS - Purchase	\$1,775.00
00071914 CRESCENT ELECTRIC 103 - Purcha	\$15.11
00072025 RICOH USA, INC - Purchase	\$10.76
00071125 INT IN SLIDECARE, LLC - Purch	\$159.96
<b>Subtotal for Cost Center Aquatics:</b>	<b>\$4,948.41</b>

00071306 FASTENAL COMPANY01 - Purchase	\$100.94
00071424 FASTENAL COMPANY01 - Purchase	\$177.48
00071608 AGP PROPANE SERVICES - Purchas	\$1,444.73
00071615 HOSE & RUBBER SUPPLY C - Purch	\$137.20
00071251 MENARDS CASPER WY - Purchase	\$219.00
00071683 THE HOME DEPOT #6001 - Purchas	\$59.88
00071686 DECKER AUTO GLASS - Purchase	\$95.00
00071704 WYOMING MACHINERY CO - Purchas	\$3,453.79
00071789 POWER EQUIPMENT CO CPR - Purch	\$100.59
00071838 FASTENAL COMPANY01 - Purchase	\$169.03
00071852 INT IN RECYKLING INDU - Purch	\$2,250.00
00071857 MENARDS CASPER WY - Purchase	\$47.12
00071866 FASTENAL COMPANY01 - Credit	-\$177.48
00071868 INT IN RECYKLING INDU - Purch	\$9,354.07
00071875 FASTENAL COMPANY01 - Credit	-\$100.94
00071877 FASTENAL COMPANY01 - Purchase	\$96.13
00071896 WYOMING STEEL AND RECY - Purch	\$708.74
00071939 WAL-MART #1617 - Purchase	\$9.97
00071945 MENARDS CASPER WY - Purchase	\$21.34
00071962 WEAR PARTS INC - Purchase	\$10.32
00071977 AIRGAS CENTRAL - Purchase	\$443.25
00071994 BEARING BELTCHAIN00244 - Purch	\$74.97
00072009 WEAR PARTS INC - Purchase	\$46.85
00072022 CMI-TECO - Purchase	\$412.65
00072087 HOSE & RUBBER SUPPLY C - Purch	\$24.34
00072098 BAILEYS ACE HDWE - Purchase	\$31.06
00072099 BAILEYS ACE HDWE - Purchase	\$9.56
00072118 BAILEYS ACE HDWE - Purchase	\$11.18

# Bills & Claims

City of Casper

04/04/2018 to 04/17/2018

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00070979 MURDOCH'S RANCH & HOME - Purch	\$117.66
00071001 CASPER TIRE 0000705 - Purchase	\$25.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$19,373.43</b>
00071578 WW GRAINGER - Credit	-\$151.02
00071449 DENNIS SUPPLY COMPANY - Purcha	\$210.49
00071502 DIAMOND VOGEL PAINT #7 - Purch	\$24.60
00071520 CASPER WINNELSON CO - Purchase	\$13.26
00071524 BLOEDORN LUMBER CASPER - Purch	\$24.25
00071544 WW GRAINGER - Purchase	\$71.05
00071557 SHERWIN WILLIAMS 70343 - Purch	\$232.86
00071588 BLOEDORN LUMBER CASPER - Purch	\$83.56
00071595 BLOEDORN LUMBER CASPER - Purch	\$16.19
00071621 HUB FLOOR COVERING INC - Purch	\$11.20
00071644 BAILEYS ACE HDWE - Purchase	\$16.77
00071649 CASPER WINNELSON CO - Purchase	\$62.68
00071840 CASPER WINNELSON CO - Purchase	\$105.28
00071870 OREILLY AUTO #2746 - Purchase	\$18.99
00071882 DENNIS SUPPLY COMPANY - Purcha	\$72.89
00071906 BAILEYS ACE HDWE - Purchase	\$2.18
00071910 COMMERCIAL REFRIGERATI - Purch	\$211.89
00071928 BAILEYS ACE HDWE - Purchase	\$5.99
00071940 ACTION GLASS LLC - Purchase	\$226.64
00071948 BAILEYS ACE HDWE - Purchase	\$8.79
00071960 DENNIS SUPPLY COMPANY - Purcha	\$45.04
00071963 GREENS SEWER AND DRAIN - Purch	\$259.00
00071969 CASPER WINNELSON CO - Purchase	\$104.22
00071970 CASPER WINNELSON CO - Purchase	\$16.67
00071984 CASPER WINNELSON CO - Purchase	\$31.08
00071987 CASPER WINNELSON CO - Purchase	\$16.67
00072011 TOP OFFICE PRODUCTS IN - Purch	\$71.50
00072038 0970 CED - Purchase	\$38.87
00072041 NORCO INC - Purchase	\$277.20
00072055 HERCULES INDUSTRIES CA - Purch	\$13.70
00072069 INTERMOUNTAIN MOTOR SA - Purch	\$3,211.76
00072091 BAILEYS ACE HDWE - Purchase	\$4.36
00071663 HOSE & RUBBER SUPPLY C - Purch	\$31.37
00071684 SUMMIT ELECTRIC, INC. - Purcha	\$70.00
00071691 DIAMOND VOGEL PAINT #7 - Purch	\$12.69
00071696 WW GRAINGER - Purchase	\$54.40
00071701 G AND R CONTROLS INC - Purchas	\$489.59
00071707 NORCO INC - Purchase	\$20.45
00071708 WESTERN WYOMING LOCK & - Purch	\$65.00
00071710 MARTIN-RAY LAUNDRY SYS - Purch	\$112.55
00071712 AIRGAS CENTRAL - Purchase	\$73.17
00071721 NORCO INC - Purchase	\$49.48
00071732 HERCULES INDUSTRIES CA - Purch	\$506.50
00071790 APPLIED IND TECH 2733 - Purcha	\$88.70

# Bills & Claims

City of Casper

04/04/2018 to 04/17/2018

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00071796 CASPER WINNELSON CO - Purchase	\$235.98
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$7,168.49</b>
00071883 NSG GALETON GLOVES - Purchase	\$150.00
00072134 MOUNTAIN STATES LITHOG - Purch	\$54.84
00071805 AMAZON MKTPLACE	\$50.00
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$254.84</b>
00071353 THOMSON WEST TCD - Purchase	\$1,233.19
00071368 THOMSON WEST TCD - Purchase	\$133.74
00071395 THOMSON WEST TCD - Purchase	\$104.19
00071511 ATLAS OFFICE PRODUCTS - Purcha	\$46.61
00071786 ATLAS OFFICE PRODUCTS - Purcha	\$29.89
00072247 TOP OFFICE PRODUCTS IN - Purch	\$82.53
00072284 MYLAWCLE.COM - Purchase	\$195.00
00072311 MYLAWCLE.COM - Purchase	\$195.00
<b>Subtotal for Cost Center City Attorney:</b>	<b>\$2,020.15</b>
00069500 CPU IIT - Purchase	\$179.00
<b>Subtotal for Cost Center City Manager:</b>	<b>\$179.00</b>
00069946 INT'L CODE COUNCIL INC - Purch	\$95.00
00070756 INT'L CODE COUNCIL INC - Purch	\$250.00
00071390 INT'L CODE COUNCIL INC - Credi	-\$250.00
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$95.00</b>
00071824 VZWRLSS IVR VB - Purchase	\$39.26
00071916 SOURCE OFFICE - VITAL - Purcha	\$141.96
00072178 DTV DIRECTV SERVICE - Purchase	\$84.99
00072104 GUS GLOBALSTAR USA - Purchase	\$177.65
00072110 AT&T 0512212711001 - Purcha	\$147.32
00072122 CHARTER COMM - Purchase	\$79.88
00072123 VZWRLSS IVR VB - Purchase	\$123.33
00072132 MOUNTAIN STATES LITHOG - Purch	\$56.25
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$850.64</b>
00070212 SQUARE SQ DEBRA WEIS - Purch	\$910.08
<b>Subtotal for Cost Center Engineering:</b>	<b>\$910.08</b>
00071747 ATLAS OFFICE PRODUCTS - Purcha	\$55.73
00071855 MOUNTAIN STATES LITHOG - Purch	\$157.67
00071923 MENARDS CASPER WY - Purchase	\$192.76
00072023 SUTHERLANDS 2219 - Purchase	\$9.95
00072029 RYAN HERCO - MOTO - Purchase	\$33.92
00072108 MSPS - Purchase	\$1,900.00
<b>Subtotal for Cost Center Finance:</b>	<b>\$2,350.03</b>
00071005 IDENTIFIRE - Purchase	\$79.98

# Bills & Claims

04/04/2018 to 04/17/2018

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00071201 EXXONMOBIL 47626544 - Purch	\$34.77
00071252 EASTRIDGE CAR WASH - Purchase	\$12.00
00071269 STAPLES 00114181 - Purch	\$26.48
00071403 SAMSCLUB #6425 - Purchase	\$7.33
00071405 BED BATH & BEYOND #121 - Purch	\$25.16
00071426 THE HOME DEPOT #6001 - Purchas	\$12.98
00071440 THE HOME DEPOT #6001 - Purchas	\$23.20
00071441 SONNYS RV SALES - Purchase	\$2,108.17
00071522 INT IN WORLDWASH LLC - Purcha	\$550.00
00071527 King Schools, Inc. - Purchase	\$129.00
00071528 SQ SQ MY EDUCATIONAL - Purch	\$811.00
00071602 SAMBROWNSHIELDS.COM - Purchase	\$62.80
00071669 CASTLEBROOK WELDING AN - Purch	\$23.00
00071723 SONNYS RV SALES - Credit	-\$174.12
00071746 HAT SIX TRAVEL CENTE - Purchas	\$10.85
00071766 WYOMING RENTS LLC - Purchase	\$425.97
00071767 SONNYS RV SALES - Purchase	\$785.04
00071784 SONNYS RV SALES - Purchase	\$6.29
00071803 WYOMING CAMERA - Purchase	\$289.99
00071839 WM SUPERCENTER #1617 - Purchas	\$24.12
00068604 HEALTHPRODUCTSFORYO - Purchase	\$163.99
00070908 King Schools, Inc. - Purchase	\$129.00
00071461 Federal Drone Registra - Purch	\$24.99
00071678 ATLAS OFFICE PRODUCTS - Purcha	\$5.74
00071754 TARGET 00001644 - Purch	\$258.74
00071847 BARGREEN WYOMING 25 - Purchase	\$1,050.41
00071861 SAMS CLUB #6425 - Purchase	\$930.23
00071925 FIREQUICK PRODUCTS, IN - Purch	\$822.46
00071930 NORCO INC - Purchase	\$1,011.19
00071968 ATLAS OFFICE PRODUCTS - Credit	-\$5.74
00071985 ATLAS OFFICE PRODUCTS - Purcha	\$22.33
00072013 SAMSCLUB #6425 - Credit	-\$17.47
<b>Subtotal for Cost Center Fire:</b>	<b>\$9,669.88</b>
00071550 AMAZON MKTPLACE PMTS W - Purch	\$19.52
00071612 DECKER AUTO GLASS - Purchase	\$95.00
00071620 AMERI-TECH EQUIPMENT C -22" LI	\$373.40
00071279 STOTZ EQUIP-CASPER- - ASSEMBLY	\$16.38
00071379 HONNEN EQUIPMENT 04 - FILTERS	\$554.52
00071418 DRIVE TRAIN CASPER - BULBS	\$13.20
00071453 ALPINE MOTOR SPORTS - Purchase	\$75.90
00071518 WW GRAINGER - Purchase	\$43.05
00071521 JACKS TRUCK AND EQUIPM - Purch	\$150.70
00071523 DRIVE TRAIN CASPER - WEATHERPR	\$89.86
00071531 POWER EQUIPMENT CO CPR - Purch	\$5,031.18
00071533 WW GRAINGER - Purchase	\$36.00
00071534 WW GRAINGER - Credit	-\$210.76
00071538 WW GRAINGER - Purchase	\$2.00

# Bills & Claims

04/04/2018 to 04/17/2018

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00071540 BRAKE SUPPLY COMPANY I - CYLIN	\$1,945.66
00071545 JACKS TRUCK AND EQUIPM - Purch	\$140.31
00071549 INT IN VEHICLE LIGHTI - Purch	\$582.34
00071554 STOTZ EQUIP-CASPER- - Credit	-\$1,353.02
00071556 BEARING BELTCHAIN00244 - Purch	\$739.46
00071567 SAFETY KLEEN SYSTEMS B - Purch	\$800.16
00071569 GREINER FORD LINCOLN O - Purch	\$56.07
00071571 GREINER FORD LINCOLN O - SWITC	\$19.69
00071576 SQU SQ MAD TRANSPORTA - Purch	\$200.00
00071579 GREINER FORD LINCOLN O - Purch	\$64.99
00071591 DECKER	\$186.25
00071591 DECKER	\$352.02
00071591 DECKER	\$186.25
00071591 DECKER	\$186.25
00071591 DECKER AUTO GLASS - Purchase	\$186.25
00071591 DECKER	\$186.25
00071592 JACKS TRUCK AND EQUIPM - Purch	\$37.84
00071604 HENSLEY BATTERY&ELEC - Purchas	\$221.04
00071610 GOODYEAR COMMERCIAL TI - 235/7	\$235.10
00071619 CMI-TECO - Purchase	\$63.05
00071622 HENSLEY BATTERY&ELEC - Purchas	\$221.04
00071629 CMI-TECO - Purchase	\$19.06
00071638 JACKS TRUCK AND EQUIPM - Purch	\$129.19
00071645 CAPITAL BUSINESS SYSTE - Purch	\$34.00
00071656 DECKER AUTO GLASS - Purchase	\$296.86
00071666 STOTZ EQUIP-CASPER- - Purchase	\$2,216.46
00071677 DECKER AUTO GLASS - Purchase	\$352.02
00071682 WESTERN SLING CO - Purchase	\$25.15
00071703 WW GRAINGER - Purchase	\$24.90
00071713 COMMUNICATION TECHNOLO - Purch	\$65.00
00071688 BRAKE SUPPLY COMPANY I - PIN	\$155.60
00071807 WHITES MOUNTAIN - SHIFT CABLE	\$68.34
00071835 CASPER TIRE 0000705 - Purchase	\$15.00
00071845 JACKS TRUCK AND EQUIPM - Purch	\$109.32
00071863 WW GRAINGER - Purchase	\$8.40
00071876 STOTZ EQUIP-CASPER- - Purchase	\$59.40
00071888 DENVER INDUSTRIAL SALE - Purch	\$77.96
00071889 BRAKE SUPPLY COMPANY I - Purch	\$689.18
00071904 GREINER FORD LINCOLN O - Purch	\$21.05
00071913 WHITES MOUNTAIN - Purchase	\$38.99
00071929 HOSE & RUBBER SUPPLY C - Purch	\$14.10
00071949 GREINER FORD LINCOLN O - Credi	-\$133.53
00071953 DAVEY COACH SALES - Purchase	\$124.05
00071957 BRAKE SUPPLY COMPANY I - Purch	\$262.19
00071967 CASPER TIRE 0000705 - Purchase	\$75.00
00071997 LN CURTIS - Purchase	\$5,964.84
00072015 CASPER TIRE 0000705 - Purchase	\$15.00
00072027 HOSE & RUBBER SUPPLY C - Purch	\$16.77

# Bills & Claims

04/04/2018 to 04/17/2018

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00072035 HOSE & RUBBER SUPPLY C - Purch	\$7.14
00072049 KOIS BROTHERS EQUIPMEN - Purch	\$4,091.73
00072056 BECKER ARENA PRODUCTS - GUIDE	\$363.06
00072057 STOTZ EQUIP-CASPER- - Purchase	\$425.06
00072067 CASPER TIRE 0000705 - Purchase	\$15.00
00072088 HOSE & RUBBER SUPPLY C - Purch	\$22.26
00072097 CASPER TIRE 0000705 - Purchase	\$15.00
00072101 JACKS TRUCK AND EQUIPM - Purch	\$286.12
00072114 NORCO INC SCRUBBS COM - Purcha	\$111.93
00072117 GOODYEAR COMMERCIAL TI - Purch	\$684.20
00072120 JACKS TRUCK AND EQUIPM - Purch	\$275.12
00072139 GREINER FORD LINCOLN O - Purch	\$39.12
00071659 WHITES MOUNTAIN - Purchase	\$60.93
00071692 BEARING BELTCHAIN00244-SOCKET	\$33.60
00071692 BEARING BELTCHAIN00244 - STOCK	\$33.40
00071709 SONNYS RV SALES - ADAPTOR	\$13.69
00071744 WW GRAINGER - Credit	-\$30.32
00071745 STOTZ EQUIP-CASPER- - Credit A	-\$16.38
00071751 NORCO INC - Purchase	\$84.26
00071762 WYO MACH	\$7,118.15
00071762 WYOMING MACHINERY CO - Purchas	\$2.99
00071771 FOREMANS SALES - Purchase	\$23.70
00071779 WHITES MOUNTAIN - Purchase	\$60.93
00071781 WHITES MOUNTAIN - Credit	-\$60.93
00071793 SIX ROBBLEES NO 19 - Purchase	\$16.90
00071817 S&S CASPER- PARTS - Purchase	\$4,102.45
00071848 HOSE & RUBBER SUPPLY C - Purch	\$10.02
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$40,080.38</b>
00071217 COMTRONIX - Purchase	\$531.00
00071250 TOP OFFICE PRODUCTS IN - Purch	\$24.33
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$555.33</b>
00071546 BAKER-TAYLOR - Purchase	\$529.19
00071613 HIGHPLAINSP - Purchase	\$220.20
00070667 LONGLEAF SERVICES INC - Purcha	\$906.23
00071679 SQU SQ BONANZA PUBLIS - Purch	\$220.12
<b>Subtotal for Cost Center General - Fort Caspar:</b>	<b>\$1,875.74</b>
00071559 CHARTER COMM - Purchase	\$135.23
00071561 VZWRLSS MY VZ VB P - Purchase	\$81.92
00071631 CPS DISTRIBUTORS INC C - Purch	\$131.52
00071883 NSG GALETON GLOVES - Purchase	\$200.00
00072089 FACEBK J97AAFJH2 - Purchase	\$25.00
00072213 CPS DISTRIBUTORS INC C - Purch	\$62.90
00072286 MIDLAND IMPLEMENT CO - Purchas	\$777.74
00071798 RESPOND FIRST AID OF W - Purch	\$137.57
00071805 AMAZON MKTPLACE	\$300.00

# Bills & Claims

04/04/2018 to 04/17/2018

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00071815 PAYPAL PEAKSPRAIRI - Purchase	\$128.75
00071819 PAYPAL PEAKSPRAIRI - Purchase	\$128.75
00071830 19TH HOLE CASPER - Purchase	\$800.00
00071842 ALL-OUT FIRE EXTINGUIS - Purch	\$265.00
00071872 CPS DISTRIBUTORS INC C - Purch	\$64.97
00071884 MOUNTAIN WEST TECH - Purchase	\$49.95
00071921 SUTHERLANDS 2219 - Purchase	\$45.98
00071937 MENARDS CASPER WY - Purchase	\$71.03
00072066 MIDLAND IMPLEMENT CO - Purchas	\$265.02
00072083 MIDLAND IMPLEMENT CO - Purchas	\$1,360.50
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$5,031.83</b>
00071705 HAIDS PLUMBING AND HEA - Purch	\$160.00
00071887 WW GRAINGER - Purchase	\$79.22
00072028 FACEBK U2X8EEN2A2 - Purchase	\$12.28
00072092 HOBBY-LOBBY #0233 - Purchase	\$16.27
00072222 THE HOME DEPOT #6001 - Purchas	\$30.78
00072270 KCWY TV - Purchase	\$100.00
00071653 STAPLES 00114181 - Purch	\$5.08
00071689 SQ SQ VENTURE TECHNO - Purch	\$59.62
00071717 ENERGY LABORATORIES - Purchase	\$93.00
00071727 TOWNSQ MEDIA CASPER - Purchase	\$375.00
00071768 FACEBK NKHBHEJ2A2 - Purchase	\$0.16
00071841 BLAKEMAN VAC AND SEW - Purchas	\$15.00
00071668 ORKIN LLC 002 - Purchase	\$218.00
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$1,164.41</b>
00071555 IFEBP MILWAUKEE - Purchase	\$434.60
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$434.60</b>
00071105 WPY Barker Rinker Seac - Purch	\$413.00
00071402 MENARDS CASPER WY - Purchase	\$8.52
00071419 CPU IIT - Purchase	\$539.00
00071443 ICE SKATING INSTITUTE - Purcha	\$395.00
00071446 SAMSCLUB.COM - Purchase	\$83.04
00071501 AGP PROPANE SERVICES - Purchas	\$61.73
00071577 RUPES USA INC - Purchase	\$33.60
00071580 SAMSCLUB #6425 - Purchase	\$72.82
00071632 WPY Barker Rinker Seac - Credi	-\$413.00
00071695 INTUIT IN PEDENS INC - Purch	\$26.00
00071730 AGP PROPANE SERVICES - Purchas	\$73.42
00071827 FARMER BROTHERS COFFEE - Purch	\$96.21
00072096 FACEBK 6QRPDFWSE2 - Purchase	\$21.00
00072291 ALBERTSONS #0062 - Purchase	\$9.54
00071832 CASPER RECREATIONAL LE - Purch	\$300.00
00071886 SAMS CLUB #6425 - Purchase	\$73.80
00071952 A&A GLOBAL INDUSTRIES - Purcha	\$198.60
00071986 SAMSCLUB.COM - Purchase	\$307.18



# Bills & Claims

04/04/2018 to 04/17/2018

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00072025 RICOH USA, INC - Purchase	\$10.77
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$2,310.23</b>
00071100 DRI PCUNLOCKER - Purchase	\$52.45
00071300 DRI PCUNLOCKER - Credit	-\$2.55
00071462 BEST BUY 00015271 - Purch	\$14.99
<b>Subtotal for Cost Center Information Services:</b>	<b>\$64.89</b>
00070929 KETCH ALL COMPANY - Purchase	\$458.50
00071651 STAPLES 00114181 - Purch	\$82.49
00071693 NORCO INC - Purchase	\$310.93
00071714 USPS PO 5715580945 - Purchase	\$10.65
00071814 LOAF N JUG #0110 Q81 - Purch	\$14.70
00071871 GALLS - Purchase	\$614.41
00071941 AHERN PAYMENT ON A - Purchase	\$649.87
00072037 COMMUNICATION TECHNOLO - Purch	\$187.70
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$2,329.25</b>
00071641 CASPER STAR TRIBUNE - Purchase	\$71.23
00071641 CASPER STAR TRIBUNE - Purchase	\$7.49
00071856 INT IN EXPRESS PRINTI - Purch	\$28.96
00071856 INT IN EXPRESS PRINTI - Purch	\$3.04
<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$110.72</b>
00070958 MENARDS CASPER WY - Purchase	\$138.68
00071112 WEAR PARTS INC - Purchase	\$35.58
00071122 BUSH-WELLS SPORTING GO - Purch	\$687.00
00071243 BEACON ATHLETICS - Purchase	\$466.26
00071290 CRESCENT ELECTRIC 103 - Purcha	\$44.16
00071339 BESTWAY FIRESTONE - Purchase	\$1,000.00
00071435 307 TREE SERVICE LLC - Purchas	\$5,810.00
00071478 JNS GLOBAL - Purchase	\$473.87
00071519 BEACON ATHLETICS - Purchase	\$129.35
00071562 BAILEYS ACE HDWE - Purchase	\$4.99
00071605 CPS DISTRIBUTORS INC C - Purch	\$140.42
00071883 NSG GALETON GLOVES - Purchase	\$185.65
00072078 CPS DISTRIBUTORS INC C - Purch	\$425.30
00071655 FERGUSON ENT #3069 - Purchase	\$1,795.30
00071660 SEARS ROEBUCK 2341 - Purchas	\$3.92
00071662 CPS DISTRIBUTORS INC C - Purch	\$54.28
00071675 CPS DISTRIBUTORS INC C - Purch	\$64.98
00071680 HOBBY-LOBBY #0233 - Purchase	\$39.90
00071697 MENARDS CASPER WY - Purchase	\$123.44
00071749 DERO BIKE RACKS - Purchase	\$113.00
00071785 71 SOIL AND STONE - Purchase	\$32.78
00071805 AMAZON MKTPLACE PMTS W - Purch	\$401.01
00071988 CASPER CONTRACTORS SUP - Purch	\$44.28
00072005 MICHAELSFENCE&SUPPLYIN - Purch	\$5.11

# Bills & Claims

04/04/2018 to 04/17/2018

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00072031 THE HOME DEPOT #6001 - Purchas	\$258.97
00072046 NORCO INC - Purchase	\$36.20
00072090 CRESCENT ELECTRIC 103 - Purcha	\$25.70
<b>Subtotal for Cost Center Parks:</b>	<b>\$12,540.13</b>
00071324 PROBUILD N #920 - Purchase	\$66.96
00071728 ATLAS OFFICE PRODUCTS - Purcha	\$86.23
00071922 THE HOME DEPOT #6001 - Purchas	\$54.98
00071661 WOODWORKERS SUPPLY, I - Purcha	\$42.03
00071718 WOODWORKERS SUPPLY, I - Purcha	\$118.28
00071722 SHERWIN WILLIAMS 70343 - Purch	\$56.85
00071761 DIAMOND VOGEL PAINT #7 - Purch	\$6.08
00071242 WOODWORKERS SUPPLY, I - Purcha	\$32.18
<b>Subtotal for Cost Center Planning:</b>	<b>\$463.59</b>
00070861 ACADEMI TRAINING CTR - Purchas	\$7.00
00070869 TROPICAL SMOOTHIE VA08 - Purch	\$6.12
00070889 ACADEMI TRAINING CTR - Purchas	\$6.00
00070891 ACADEMI TRAINING CTR - Purchas	\$6.00
00070892 JIMMY JOHNS - 2150 - Purchase	\$6.69
00070938 GULF OIL 92054286 - Purchase	\$29.37
00071021 ACADEMI TRAINING CTR - Purchas	\$6.00
00071046 ACADEMI TRAINING CTR - Purchas	\$1.00
00071149 PLAZA AZTECA OBX - Purchase	\$12.70
00071152 PLAZA AZTECA OBX - Purchase	\$12.77
00071164 ACADEMI TRAINING CTR - Purchas	\$7.00
00071168 OCEANAS BISTRO - Purchase	\$21.02
00071182 ACADEMI TRAINING CTR - Purchas	\$7.00
00071186 CONNER'S CAPE HATTER - Purchas	\$5.80
00071193 CONNER'S CAPE HATTER - Purchas	\$30.47
00071207 UNITED 01626054542335 - Pur	\$25.00
00071208 ACADEMI TRAINING CTR - Purchas	\$6.00
00071240 ACADEMI TRAINING CTR - Purchas	\$6.00
00071273 JIMMY JOHNS - 2150 - Purchase	\$6.69
00071314 SAKURA HIBACHI & SU - Purchase	\$26.42
00071340 LOAF N JUG #0119 Q81 - Purch	\$34.96
00071417 NOLAND FEED - Purchase	\$75.20
00071463 POPS DINER CO - Purchase	\$16.81
00071465 ACADEMI TRAINING CTR - Purchas	\$7.00
00071479 ACADEMI TRAINING CTR - Purchas	\$6.00
00071489 SHELL OIL 575433737QPS - Purch	\$28.07
00071497 ACADEMI TRAINING CTR - Purchas	\$7.00
00071500 A W SHUCKS - Purchase	\$21.26
00071513 MAHI MAH'S - Purchase	\$14.48
00071514 ACADEMI TRAINING CTR - Purchas	\$6.00
00071542 ACADEMI TRAINING CTR - Purchas	\$6.00
00071609 6042 Dominos Pizza - Purchase	\$36.75
00071640 6042 Dominos Pizza - Purchase	\$28.95

# Bills & Claims

04/04/2018 to 04/17/2018

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00071748 PILOT 00007591 - Purch	\$18.41
00071808 TLO TRANSUNION - Purchase	\$110.60
00071823 JDS BAIT SHOP - Purchase	\$13.15
00071824 VZWRLSS IVR VB - Purchase	\$973.17
00071846 CHIEF SUPPLY CRM - Purchase	\$46.58
00071854 GREEK TO ME - Purchase	\$38.14
00071859 FEDEX 780228761418 - Purchase	\$11.19
00071873 QDOBA 2085 - Purchase	\$11.15
00071878 E&F TOWING & RECOVERY - Purcha	\$795.00
00071879 WAL-MART #1617 - Purchase	\$33.88
00071900 TOKYO JOES HAMPDEN - Purchase	\$17.41
00071934 HOOTERS LONE TREE - Purchase	\$21.59
00071961 PAYPAL POLICE JOBS - Purchase	\$80.00
00071981 PHILLIPS 66 - TSE JENN - Purch	\$41.18
00071983 STEAK N SHAKE #0717 - Purchase	\$6.34
00072007 PAYPAL REEVESCOMPA - Purchase	\$59.62
00072058 EL PARRAL MEXICAN REST - Purch	\$15.19
00072060 UNITED 01623923102690 - Pur	\$638.10
00072073 LOVE S COUNTRY00002204 - Purch	\$31.62
00072075 STAPLES 00114181 - Purch	\$31.39
00072076 RED ROBIN NO 419 - Purchase	\$15.98
00070983 EL POTRILLO - Purchase	\$14.73
00071382 LOAF N JUG #0119 Q81 - Purch	\$35.02
00070414 UOFL SPI - Purchase	\$725.00
00070472 WINSTON'S CAFE - Purchase	\$14.21
00070478 UOFL SPI - Purchase	\$725.00
00070519 SHELL OIL 575433737QPS - Purch	\$30.31
00070564 MURPHYS IRISH PUB - Purchase	\$29.53
00070591 AJ GATORS SPORTS BAR & - Purch	\$16.32
00070593 RED BONES - Purchase	\$26.47
00070616 UNITED 01623874506505 - Pur	\$761.00
00070626 UNITED 01626047977562 - Pur	\$25.00
00070654 ACADEMI TRAINING CTR - Purchas	\$6.00
00070697 ACADEMI TRAINING CTR - Purchas	\$6.00
00070718 RED BONES - Purchase	\$29.00
00070772 CARRABBAS 9706 - Purchase	\$26.84
00070781 VENTURE KITCHEN AN - Purchase	\$20.03
00070805 SAKURA HIBACHI & SU - Purchase	\$20.03
00070811 TARGET 00022038 - Purch	\$5.85
00070852 ACADEMI TRAINING CTR - Purchas	\$6.00
00071370 COPS PLUS, INC - Credit	-\$106.07
00071752 UNITED 01623913374764 - Pur	\$383.50
00071811 LOAF N JUG #0119 Q81 - Purch	\$21.39
00071893 SUBWAY 00365825 - Purch	\$13.43
00071903 DENNY'S #6313 180073 - Purchas	\$17.74
00071915 DENNY'S #6313 180073 - Purchas	\$14.55
00071932 HERITAGE MARKET - Purchase	\$6.32
00071956 DENNY'S #6313 180073 - Credit	-\$17.74

# Bills & Claims

04/04/2018 to 04/17/2018

00071989 SUBWAY 00365825 - Purch	\$13.43
00071996 HOTELS.COM146715507563 - Purch	\$458.09
00072002 8662 Dominos Pizza - Purchase	\$14.70
00072036 SPF45 - Purchase	\$17.67
00072061 SUBWAY 00231498 - Purch	\$8.36
00072065 SPF45 - Purchase	\$3.98
00072071 CENEX AGFINITY07060601 - Purch	\$24.84
00072145 CERTIFIED BALANCE SER - Purcha	\$938.44
00072152 AT&T BILL PAYMENT - Purchase	\$4,297.83
00072169 SOURCE OFFICE - VITAL - Purcha	\$782.22
00072181 GALLS - Purchase	\$254.99
00072193 E&F TOWING & RECOVERY - Purcha	\$345.00
00072200 SHERIDAN MEMORIAL HOSP - Purch	\$99.51
00072207 EXPERIAN EXP PAY CC - Purchase	\$113.51
00072223 TJ SPORTS & FIRST RESP - Purch	\$2,196.72
00072262 EXXONMOBIL 47737192 - Purch	\$16.01
00072298 SAMSCLUB #6425 - Purchase	\$119.88
00071833 CASPER ANIMAL MEDICAL - Purcha	\$197.72
00071907 EXXONMOBIL 45948007 - Purch	\$46.58
00071920 KUM & GO #0934 - Purchase	\$35.00
00072034 SAFEWAY FUEL #0920 - Purchase	\$27.90
00072051 WHEATLAND TRAVEL CEN - Purcha	\$37.34
00072105 INT IN CI TECHNOLOGIE - Purch	\$1,872.72
00072109 BORN IN A BARN - Purchase	\$16.64
00072111 RESPOND FIRST AID OF W - Purch	\$106.98
00072113 ENTENMANN-ROVIN COMPAN - Purch	\$88.50
00072125 INT IN POWDER RIVER S - Purch	\$138.00
00072129 ENTENMANN-ROVIN COMPAN - Purch	\$115.50
00072132 MOUNTAIN STATES LITHOG - Purch	\$196.38
00072135 ENTENMANN-ROVIN COMPAN - Purch	\$158.25
00070795 CHICK-FIL-A #02066 - Purchase	\$5.90
00071901 IHR IHIRE.COM - Purchase	\$245.00
00071911 YOURMEMBER-CAREERS - Purchase	\$100.00
00071933 MWW MONSTER.COM - Purchase	\$299.00
00071979 PAYPAL POLICE JOBS - Purchase	\$80.00
00069645 COPS PLUS, INC - Purchase	\$106.07
00070081 AMAZON MKTPLACE PMTS W - Purch	\$77.98
00071089 COPS PLUS, INC - Purchase	\$106.07
<b>Subtotal for Cost Center Police:</b>	<b>\$20,151.39</b>
00071824 VZWRLSS IVR VB - Purchase	\$80.02
00071943 ESIGNS.COM - Purchase	\$331.63
00072106 RIDLEY'S 1132 - Purchase	\$17.30
00072283 PIZZA RANCH CASPER - Purchase	\$70.94
00072330 ALBERTSONS #0062 - Purchase	\$18.31
00072032 AMAZON MKTPLACE PMTS W - Purch	\$10.46
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$528.66</b>

# Bills & Claims

04/04/2018 to 04/17/2018

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00072199 SQU SQ ATLANTIC ELECT - Purch	\$2,100.00
00071860 INT IN VEHICLE LIGHTI - Purch	\$171.92
<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$2,271.92</b>
00071603 CPU IIT - Purchase	\$161.90
00072045 STAPLES DIRECT - Purchase	\$21.98
00072212 FUN EXPRESS - Purchase	\$197.40
00072233 DICK'S SPORTING GOODS - Purcha	\$79.98
00072277 CASPER STAR TRIBUNE - Purchase	\$299.08
00072282 AMAZON MKTPLACE PMTS W - Purch	\$51.03
00072293 S&S WORLDWIDE-ONLINE - Purcha	\$626.01
00071672 SHERWIN WILLIAMS 70343 - Purch	\$120.76
00071706 SHERWIN-WILLIAMS 70896 - Purch	\$659.55
00071780 DIAMOND VOGEL PAINT #7 - Purch	\$63.05
00071800 SHERWIN-WILLIAMS 70896 - Purch	\$193.23
00071895 NORCO INC - Purchase	\$95.77
00072019 ALBERTSONS #0062 - Purchase	\$6.79
00072025 RICOH USA, INC - Purchase	\$10.76
<b>Subtotal for Cost Center Recreation:</b>	<b>\$2,587.29</b>
00071098 HOSE & RUBBER SUPPLY C - Purch	\$7.65
00071611 CMI-TECO - Purchase	\$1,540.11
00071625 SUMMIT ELECTRIC, INC. - Purcha	\$95.10
00071626 CMI-TECO - Purchase	\$2,323.86
00071634 STAPLES 00114181 - Purch	\$57.07
00071636 CMI-TECO - Purchase	\$207.41
00071637 BLOEDORN LUMBER CASPER - Purch	\$38.85
00071647 CMI-TECO - Purchase	\$175.95
00071648 BLOEDORN LUMBER CASPER - Purch	\$22.06
00071652 DOG WASTE DEPOT - Purchase	\$235.98
00071681 CMI-TECO - Purchase	\$2,368.98
00071694 SAMSCLUB #6425 - Purchase	\$269.97
00071698 CMI-TECO - Purchase	\$1,789.24
00071700 CMI-TECO - Purchase	\$220.35
00071736 SOURCE OFFICE - VITAL - Purcha	\$140.95
00071770 COMMUNICATION TECHNOLO - Purch	\$69.90
00071843 CASPER TIRE 0000705 - Purchase	\$115.00
00071858 MENARDS CASPER WY - Purchase	\$31.80
00071897 CMI-TECO - Purchase	\$176.36
00071899 CASPER TIRE 0000705 - Purchase	\$70.00
00071917 CPU IIT - Purchase	\$140.00
00071947 BEARING BELTCHAIN00244 - Purch	\$279.99
00071950 MENARDS CASPER WY - Purchase	\$170.52
00071975 PACIFIC HIDE AND FUR # - Purch	\$841.33
00071991 MENARDS CASPER WY - Purchase	\$106.92
00071993 AHERN PAYMENT ON A - Purchase	\$510.88
00072044 CMI-TECO - Purchase	\$1,292.61
00072063 CMI-TECO - Purchase	\$703.80

# Bills & Claims

04/04/2018 to 04/17/2018

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00072072 CMI-TECO - Purchase	\$311.22
00072079 CMI-TECO - Purchase	\$833.48
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$15,147.34</b>
00072116 CASPER STAR TRIBUNE - Purchase	\$482.72
00071375 WW GRAINGER - Purchase	\$13.36
00071635 NEWARK US 00000075 - Purchase	\$47.51
00071685 INT IN NEVEREST EQUIP - Purch	\$320.27
00071778 WW GRAINGER - Credit	-\$13.36
00071795 BEARING BELTCHAIN00244 - Purch	\$18.99
00071828 BAILEYS ACE HDWE - Purchase	\$11.99
00071864 CASPER CONTRACTORS SUP - Purch	\$37.80
00071902 BAILEYS ACE HDWE - Purchase	\$14.99
00071946 ATLAS OFFICE PRODUCTS - Purcha	\$24.04
00071971 NORCO INC - Purchase	\$200.63
00071974 CRESCENT ELECTRIC 103 - Purcha	\$24.43
00071990 HAJOCA KEENAN SUPP 25 - Purcha	\$157.67
00072018 PACIFIC HIDE AND FUR # - Purch	\$286.46
00072094 HARRINGTON 08 DENVER - Purchas	\$501.15
00072100 PURVIS INDUSTRIES 67 - Purchas	\$217.42
00072186 ALSCO INC. - Purchase	\$201.36
00072089 FACEBK J97AAFJJH2 - Purchase	\$38.45
00072141 BRECK MEDIA GROUP - Purchase	\$126.00
00071894 CASPER STAR TRIBUNE - Purchase	\$129.24
<b>Subtotal for Cost Center Sewer:</b>	<b>\$2,841.12</b>
00072136 CASPER STAR TRIBUNE - Purchase	\$501.68
00071311 SUTHERLANDS 2219 - Purchase	\$232.05
00071472 THE HOME DEPOT #6001 - Purchas	\$38.97
00071487 THE HOME DEPOT #6001 - Purchas	\$12.99
00071494 NORCO INC - Purchase	\$97.09
00071510 NORCO INC - Purchase	\$155.30
00071563 HILLTOP NATL BANK - Purchase	\$120.00
00071898 INTERNATIONAL MUNICIPA - Purch	\$100.00
00071905 PAVEMENT STENCIL COM - Purchas	\$756.70
00071924 STOTZ EQUIP-CASPER- - Purchase	\$424.96
00071942 INTERNATIONAL MUNICIPA - Purch	\$100.00
00071944 STOTZ EQUIP-CASPER- - Purchase	\$424.95
00072030 THE HOME DEPOT #6001 - Purchas	\$8.98
00072077 0970 CED - Purchase	\$51.54
00072124 RUBY TUESDAY #2163 - Purchase	\$15.50
00072127 RUBY TUESDAY #2163 - Purchase	\$15.50
00072128 RUBY TUESDAY #2163 - Purchase	\$17.99
00072149 APPLEBEES ARVA48248231 - Purch	\$16.12
00072153 APPLEBEES ARVA48248231 - Purch	\$16.12
00072175 SQU SQ ATLANTIC ELECT - Purch	\$2,800.00
00072217 BENNETTS BAR-B-QUE ARV - Purch	\$22.74
00072253 BENNETTS BAR-B-QUE ARV - Purch	\$22.74

# Bills & Claims

04/04/2018 to 04/17/2018

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00072263 BENNETTS BAR-B-QUE ARV - Purch	\$22.74
00072158 APPLEBEES ARVA48248231 - Purch	\$12.79
00072302 TOP OFFICE PRODUCTS IN - Purch	\$100.47
00071724 COMPASS MINERALS AMER - Purcha	\$23,030.75
00071775 CASPER CONTRACTORS SUP - Purch	\$12.88
00071966 AMERICAN TRAFFIC SAFET - Purch	\$1,064.25
<b>Subtotal for Cost Center Streets:</b>	<b>\$30,195.80</b>

00071482 WW GRAINGER - Purchase	\$187.56
00071607 LUBRICATION ENGINEERS - Purcha	\$254.45
00071623 FERGUSON ENT #3069 - Purchase	\$245.55
00071642 TFS FISHER SCI CHI - Purchase	\$130.40
00071657 TFS FISHER SCI CHI - Purchase	\$76.30
00071673 STAPLES 00114181 - Purch	\$13.79
00071676 FIKE CORPORATION - Purchase	\$1,261.69
00071738 TFS FISHER SCI CHI - Purchase	\$198.47
00071750 TFS FISHER SCI CHI - Purchase	\$48.56
00071753 TFS FISHER SCI CHI - Purchase	\$8.25
00071757 MCMASTER-CARR - Purchase	\$424.53
00071777 NORCO INC - Purchase	\$865.00
00071787 ENVIRONMENTAL EXPRESS - Purcha	\$152.82
00071809 WW GRAINGER - Purchase	\$9.91
00071822 WW GRAINGER - Purchase	\$80.30
00071836 BAILEYS ACE HDWE - Purchase	\$5.38
00071869 TW ENTERPRISES - Purchase	\$78.45
00071998 CASPER FIRE EXTINGUISH - Purch	\$48.75
00072001 WW GRAINGER - Purchase	\$291.10
00072014 WW GRAINGER - Purchase	\$171.79
00072054 TFS FISHER SCI CHI - Purchase	\$8.25
00072102 CASPER WINAIR SUPPLY C - Purch	\$32.44
00072148 ALSCO INC. - Purchase	\$435.29
00072089 FACEBK J97AAFJH2 - Purchase	\$38.46
00072141 BRECK MEDIA GROUP - Purchase	\$126.00
00071894 CASPER STAR TRIBUNE - Purchase	\$129.24
00070995 WATERWORKS IND 2697 - Purchase	\$1,809.63
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$7,132.36</b>

00071354 INTUIT IN PEDENS INC - Purch	\$84.00
00071409 HACH COMPANY - Purchase	\$652.25
00071467 IR INDUSTRIAL - Credit	-\$27.75
00071476 SUTHERLANDS 2219 - Purchase	\$27.53
00071483 ENERGY LABORATORIES, I - Purch	\$374.00
00071590 SUTHERLANDS 2219 - Purchase	\$8.58
00071630 LITTLE CAESARS 1989 00 - Purch	\$31.96
00071734 ENERGY LABORATORIES, I - Purch	\$374.00
00071739 DANA KEPNER CO. - Purchase	\$821.03
00071759 UNION WIRELESS - Purchase	\$128.94
00071772 71 SOIL AND STONE - Purchase	\$2,238.60

# Bills & Claims

04/04/2018 to 04/17/2018

00071799 BEARING BELTCHAIN00244 - Purch	\$37.57
00071820 GUNNERS METERS - Purchase	\$225.00
00071890 CASPER STAR TRIBUNE - Purchase	\$470.08
00071802 CPU IIT - Purchase	\$190.00
00071946 ATLAS OFFICE PRODUCTS - Purcha	\$29.38
00071959 ENERGY LABORATORIES, I - Purch	\$352.00
00071965 PROKOTEENGINEERINGSUPP - Purch	\$209.48
00071973 ALBERTSONS #0062 - Purchase	\$9.98
00071711 DOG WASTE DEPOT - Purchase	\$599.90
00071919 MSPS - Purchase	\$6,164.75
00072107 GUNNERS METERS - Purchase	\$2,237.00
00072126 FERGUSON ENT #1116 - Purchase	\$1,023.94
00071124 USPS PO 5715580945 - Purchase	\$76.20
<b>Subtotal for Cost Center Water:</b>	<b>\$16,338.42</b>

00071310 XEROX CORPORATION/RBO - Purcha	\$264.18
00071429 THE HOME DEPOT #6001 - Purchas	\$13.31
00071452 THE HOME DEPOT #6001 - Purchas	\$45.07
00071628 DIAMOND VOGEL PAINT #7 - Purch	\$54.09
00071639 ALBERTSONS #0060 - Purchase	\$33.96
00071654 HARDEES 1503902 - Purchase	\$50.00
00071716 FERGUSON ENT #3069 - Purchase	\$4.17
00071851 CASPER WINNELSON CO - Purchase	\$19.26
00071735 ATLAS OFFICE PRODUCTS - Purcha	\$16.70
00071769 RIDLEY'S 1133 - Purchase	\$20.00
00071788 ATLAS OFFICE PRODUCTS - Purcha	\$9.51
00071804 UPS 0000008F045W128 - Purchase	\$159.42
00071821 COASTAL CHEMICAL CO LL - Purch	\$171.76
00071881 CPS DISTRIBUTORS INC C - Purch	\$19.34
00071918 TRENTON CORP -A.NET - Purchase	\$1,803.64
00071938 FERGUSON ENT #3069 - Purchase	\$5.30
00071978 HARBOR FREIGHT TOOLS 3 - Purch	\$134.95
00071995 FERGUSON ENT #3069 - Purchase	\$126.97
00072016 CPS DISTRIBUTORS INC C - Purch	\$0.02
00072024 ALBERTSONS #0060 - Purchase	\$35.12
00072085 BEARING BELTCHAIN00244 - Purch	\$6.59
00072137 XEROX CORPORATION/RBO - Purcha	\$255.00
00071124 USPS PO 5715580945 - Purchase	\$60.96
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$3,309.32</b>

00070736 TRACTOR SUPPLY CO #199 - Purch	\$171.89
00070945 THE HOME DEPOT #6001 - Purchas	\$46.94
00070976 BAILEYS ACE HDWE - Purchase	\$22.17
00071041 CASPER CONTRACTORS SUP - Purch	\$179.00
00071258 BAILEYS ACE HDWE - Purchase	\$7.17
00071474 THE HOME DEPOT 6001 - Purchase	\$634.98
00071530 STAPLES 00114181 - Purch	\$103.26
00071552 STAPLES 00114181 - Purch	\$76.75



# Bills & Claims

04/04/2018 to 04/17/2018

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00071883 NSG GALETON GLOVES - Purchase	\$241.35
00071812 CPU IIT - Purchase	\$1,082.00
00071812 CPU IIT - Purchase	\$1,350.00
00071927 Country Home Products - Purcha	\$1,199.99
00071964 MENARDS CASPER WY - Purchase	\$12.18
<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$5,127.68</b>

**Vendor Subtotal:** **\$220,412.35**

## PEPPER TANK & CONTRACTING

92025 TATE LS RETROFIT SUUPPLIES	\$180.00
<b>Subtotal for Cost Center Sewer:</b>	<b>\$180.00</b>

**Vendor Subtotal:** **\$180.00**

## PEPSI COLA OF CASPER

2199038526 PRODUCT	\$440.20
2105001816 CYLINDER DEPOSIT	-\$100.00
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$340.20</b>

**Vendor Subtotal:** **\$340.20**

## PLATTE RIVER TRAILS TRUST

RIN0028541 FY18 AGENCY OPERATIONS FUNDING	\$26,643.63
<b>Subtotal for Cost Center Council:</b>	<b>\$26,643.63</b>

**Vendor Subtotal:** **\$26,643.63**

## POSTAL PROS SOUTHWEST INC

4752 UTILITY BILLS	\$3,018.07
<b>Subtotal for Cost Center Finance:</b>	<b>\$3,018.07</b>

**Vendor Subtotal:** **\$3,018.07**

## RENEWABLE EARTH MATERIALS

82 PARK IMPROVEMENTS	\$3,080.00
<b>Subtotal for Cost Center Parks:</b>	<b>\$3,080.00</b>

**Vendor Subtotal:** **\$3,080.00**

## RESOURCE MGMT. CO, INC.

105465 STOCK, TIRE DISPOSALS	\$349.25
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$349.25</b>

**Vendor Subtotal:** **\$349.25**

## RICHARD MOORE

RIN0028530 LEVEL I DIST. OPERATOR EXAM	\$100.00
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# Bills & Claims

04/04/2018 to 04/17/2018

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Subtotal for Cost Center Water: \$100.00

Vendor Subtotal: \$100.00

## RICOH USA PROGRAM PROVIDED BY GE CAPITAL

5052996371 COPIER MAINT \$81.41

Subtotal for Cost Center Police: \$81.41

Vendor Subtotal: \$81.41

## ROBERT PETERSON

RIN0028540 STEEL TOE WORKBOOTS RPETERSON \$73.80

Subtotal for Cost Center Waste Water: \$73.80

Vendor Subtotal: \$73.80

## ROCKY MOUNTAIN POWER

AP000168032018 ELECTRICITY \$188.28

Subtotal for Cost Center Buildings & Structures: \$188.28

AP000239032918 ELECTRICITY \$67.48

Subtotal for Cost Center Sewer: \$67.48

AP000242032118 ELECTRICITY \$222.05

Subtotal for Cost Center Waste Water: \$222.05

Vendor Subtotal: \$477.81

## ROD BARSTAD'S PAINT & AUTO BODY

6276 INSURANCE CLAIM NO. 1207CA \$2,097.52

6266 INSURANCE CLAIM NO 1244CA \$60.00

6260 INSURANCE CLM NO 1215CA/101200 \$280.94

Subtotal for Cost Center Fleet Maintenance: \$2,438.46

Vendor Subtotal: \$2,438.46

## S. J. MILLER ASSOCIATES, LLC.

1322 BACKGROUND SCREENING \$4,995.08

Subtotal for Cost Center Fire: \$4,995.08

Vendor Subtotal: \$4,995.08

## SALTUS TECHNOLOGIES, LLC

1803-63 IN CAR PRINTER REPAIR \$278.00

Subtotal for Cost Center Police: \$278.00

Vendor Subtotal: \$278.00

# Bills & Claims

City of Casper

04/04/2018 to 04/17/2018

<b>SARAH SZEWCZYK</b>	FLEX REFUND FLEX DEPENDENT CARE CON	\$62.50
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$62.50</b>
	<b>Vendor Subtotal:</b>	<b>\$62.50</b>
<b>SOLID WASTE PROFESSIONALS OF WY LLC</b>	509 CASPER BALEFILL CLOSURE -	\$1,645.13
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,645.13</b>
	<b>Vendor Subtotal:</b>	<b>\$1,645.13</b>
<b>STATE OF WY. - DEPT. OF REVENUE</b>	MARCH 2018 SALES TAX 3/2018	\$31.74
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$31.74</b>
	MARCH 2018 SALES TAX 3/2018	\$60.23
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$60.23</b>
	MARCH 2018 SALES TAX 3/2018	\$69.15
	<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$69.15</b>
	MARCH 2018 SALES TAX 3/2018	-\$44.53
	<b>Subtotal for Cost Center General Fund Revenue:</b>	<b>-\$44.53</b>
	MARCH 2018 SALES TAX 3/2018	\$246.42
	<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$246.42</b>
MARCH 2018 SALES TAX 3/2018	\$5.50	
<b>Subtotal for Cost Center Recreation:</b>	<b>\$5.50</b>	
	<b>Vendor Subtotal:</b>	<b>\$368.51</b>
<b>STATE OF WY. - OFFICE OF STATE LANDS &amp; INVEST</b>	RIN0028551 DWSRF#25 PRINICIPAL PAYMENT	\$81,015.63
	RIN0028551 DWSRF#25 INTEREST PAYMENT	\$15,205.06
	<b>Subtotal for Cost Center Water:</b>	<b>\$96,220.69</b>
	<b>Vendor Subtotal:</b>	<b>\$96,220.69</b>
<b>STELLAR PROGRAMMING &amp; CONSULTING</b>	2288 COMB LAP TOP PROGRAM	\$137.50
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$137.50</b>
	<b>Vendor Subtotal:</b>	<b>\$137.50</b>
<b>STEVEN M CARTER</b>	RIN0028526 W. CASPER ZONE II WTR ESMNT	\$4,397.85

# Bills & Claims

04/04/2018 to 04/17/2018

RIN0028526 W. CASPER ZONE II WTR ESMNT \$2,166.10  
**Subtotal for Cost Center Water:** **\$6,563.95**

**Vendor Subtotal:** **\$6,563.95**

## TURNER, LYLE R.

RIN0028529 REIMBURSE SEWER DAMG-850 15TH \$594.00  
**Subtotal for Cost Center Sewer:** **\$594.00**

**Vendor Subtotal:** **\$594.00**

## TWEED'S WHOLESAL

358793 SUPPLIES \$276.60  
**Subtotal for Cost Center Recreation:** **\$276.60**

**Vendor Subtotal:** **\$276.60**

## URGENT CARE OF CASPER LLC.

3708 PRE HIRE TESTING \$90.00  
**Subtotal for Cost Center Communications Center:** **\$90.00**

3710 PRE HIRE TESTING \$1,255.00  
**Subtotal for Cost Center Police:** **\$1,255.00**

**Vendor Subtotal:** **\$1,345.00**

## VLASTOS, HENLEY & DRELL, P.C.

16286 LEGAL \$100.00  
16275 LEGAL \$131.25  
**Subtotal for Cost Center Property & Liability Insurance:** **\$231.25**

**Vendor Subtotal:** **\$231.25**

## WARDWELL WATER & SEWER DISTRICT

RIN0028538 BOOSTER IRRIGATION \$14.00  
**Subtotal for Cost Center Water Treatment Plant:** **\$14.00**

**Vendor Subtotal:** **\$14.00**

## WEST PLAINS ENGINEERING, INC.

BC18002-001001 1 \$3,360.00  
**Subtotal for Cost Center Parks:** **\$3,360.00**

**Vendor Subtotal:** **\$3,360.00**

## WESTERN WATER CONSULTANTS INC.

163060016 ROBERTSON ROAD TRAIL EXTENSION \$804.51  
RIN0028536 FY16 ROBERTSON RD TR EXT TAP M \$201.13

# Bills & Claims

City of Casper

04/04/2018 to 04/17/2018

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CONSULTANTS, INC.

Subtotal for Cost Center Parks:

\$1,005.64

# Bills & Claims

City of Casper

04/04/2018 to 04/17/2018

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<b>Vendor Subtotal:</b>	<b>\$1,005.64</b>
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**YOUTH CRISIS CENTER  
CORP.**

RIN0028544 FY18 3RD QTR AGENCY FUNDING \$15,000.00

**Subtotal for Cost Center Social Community Services:** \$15,000.00

<b>Vendor Subtotal:</b>	<b>\$15,000.00</b>
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<b>Grand Total</b>	<b>\$1,951,973.59</b>
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Approved By

On

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 04/17/18

**Payroll Disbursements**

4/5/18	CITY PAYROLL	\$	1,022,196.10
4/5/18	BENEFIT & DEDUCTIONS	\$	174,990.74
4/6/18	EXCEPTION PAYROLL	\$	161.80
4/6/18	BENEFIT & DEDUCTIONS	\$	26.37
4/10/18	FIRE PAYROLL	\$	158,545.60
4/10/18	BENEFIT & DEDUCTIONS	\$	26,589.05

**Total Payroll** \$ 1,382,509.66

**Additional Fees**

**Total Fees** \$ -

**Additional Accounts Payable**

3/29/18	Petty Cash Reimbursement - Police Dept	\$	153.91
	Petty Cash Reimbursement - Customer Service	\$	30.00
	Utility Refunds		
	Garrett, R	\$	44.53
	Gato, L	\$	26.59
	Hernandez, J	\$	6.83
	Lindstrom, K	\$	40.79
	Loos, K	\$	49.91
	McDaniel, E	\$	49.91
	Miller, M	\$	40.35
	Olsen, N	\$	17.78
	Schmidt, J	\$	10.13
	Terzich, M	\$	56.50
	Wilson, A	\$	47.06
4/3/18	Global Spectrum Ticket Funds	\$	72,894.77

**Total Additional AP** \$ 73,469.06

March 27, 2018

MEMO TO: J. Carter Napier, City Manager <sup>لدى</sup>

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk <sup>٣٧</sup>  
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: Establish May 1, 2018 as the Public Hearing Date for a New Restaurant  
Liquor License No. 39 for 2nd Street Eats, LLC, d/b/a 2nd Street Eats  
LLC, Located at 112 East 2nd Street.

Meeting Type & Date  
Regular Council Meeting  
April 17, 2018

Action type  
Establish Public Hearing  
Minute Action

Recommendation  
That Council, by minute action, establish May 1, 2018 as the Public Hearing date for a new restaurant liquor license No. 39 for 2nd Street Eats, LLC, d/b/a 2nd Street Eats, LLC, located at 112 East 2nd Street.

Summary  
An application has been received requesting a new restaurant liquor license No. 39 for 2nd Street Eats, LLC, d/b/a 2nd Street Eats, LLC, located at 112 East 2nd Street.

On January 16, 2018 2nd Street Eats, LLC was approved for a Restaurant Liquor License at 128 East 2nd Street. The renovations on this building are delayed indefinitely. Per municipal code 5.08.270 Restaurant liquor licenses cannot be transferred. On March 23rd, 2018, the owner of 2nd Street Eats, LLC, Duane Jensen, relinquished his Restaurant Liquor License located at 128 East 2nd Street and applied for a new license located at 112 East 2nd Street.

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

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



Financial Considerations

No Financial Considerations


Oversight/Project Responsibility


Carla Mills-Laatsch, Licensing Specialist

Attachments

None

March 28, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establishing Rates for Retail and Wholesale Water and Sewer Service

Meeting Type & Date

Regular Council Meeting  
April 17, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, adopts revisions to the current retail and wholesale water and sewer rates, to become effective May 1, 2018 and January 1, 2019 and to rescind Resolution No. 15-313.

Summary

The Casper City Council at its work session meeting held March 27, 2018 discussed retail and wholesale water and sewer user rates.

Costs are continuing to rise due to:

- Utility Costs (Electricity and Natural Gas)
- Chemical Costs
- Waterworks and Sewer Material Costs
- Costs to meet governmental mandates associated with the Safe Drinking Water Act and the Clean Water Act
- Equipment/Infrastructure replacements due to the age of equipment/infrastructure

Assumptions made in the forecasted cash flow analysis for the water and sewer funds are as follows:

- 1) A .5% rate of growth in Natrona County.
- 2) A 0% rate employee cost of living adjustment for FY19 and 2% each year over the next five years for personnel expenses.
- 3) A 2% rate of inflation is projected for contractual and 4% for materials and supplies. For two-year rate models, these assumptions for the rate of inflation for contractual and materials and supplies should suffice.

- 4) A 1.25% return on investments for FY 2019-2023.
- 5) The models represent the most probable volume of water purchased by Casper from the Regional Water System and the most probable volume of Casper wastewater treated by the Regional Wastewater System (RWWS) over the next five years. The retail sewer cash flow model assumes that approximately 84% of the wholesale wastewater operational charges are from Casper. The remainder is from other wholesale users of the RWWS.
- 6) The retail water rate model represents 22,663 retail customers as of January 1, 2018. The retail sewer model represents 21,718 sewer customers as of January 1, 2018.
- 7) The water rate model takes into account assumed future Wyoming Water Development Commission (67% grants) and SRF loans for various capital improvement projects.
- 8) The forecasted water cash flow/rate model assumes \$1M of 1% funds for FY18 and 19. The models assumes \$2.5M of 1% funds each year for FY20 – FY23.

The average cost of water main replacement is \$250 per foot. Increasing the 1% funding from \$1M to \$2.5M will enable CPU to replace an additional 6,000 feet of water main per year. There are approximately 400 miles of water main in the system. At \$2.5M, roughly 10,000 feet, or 0.47% of the system, would be replaced each year.

- 9) The forecasted sewer cash flow/rate model assumes the sewer fund will receive \$500,000 of 1% funds each year for FY20 – FY23.

No 1% funding has been allocated to sewer in past years. The average cost of Sewer main replacement is \$200 per foot. Allocating \$500,000 of 1% funding will enable CPU to replace an additional 2,500 feet of sewer main each year. There are approximately 300 miles of sewer main in the system. With \$500,000 of 1% funding and \$500,000 from reserves, a total of 5,000 feet, or 0.32% of the system, would be replaced each year.

- 10) Rates developed by these cash flow/rate models include rate adjustments needed for new and replacement capital facilities in accordance to the Capital Improvement Plan (CIP) for each fund above monies obtained from system development charges, depreciation, reserves, 1% money, and outside grants.
- 11) The sewer rate cash flow model includes increased RWWS operational, debt service, and replacement capital expenses at the Wastewater Treatment Plant (WWTP). Included is the RWWS new debt service associated with FY12 - FY14 Wyoming Clean Water State Revolving Fund loans for major equipment replacements at the WWTP (Emergency Power Project, Bar Screen Replacement Project, and Biosolids Facility Compost Windrow Turner). Also included are projected increases, each year,

for the yearly replacement expenses associated with older equipment/infrastructure replacements at the WWTP. These monies are necessary to replace older equipment, piping, and electrical systems at the WWTP. Much of the WWTP equipment/infrastructure is 30 years or older.

- 12) Rehabilitation of the North Platte Sanitary Sewer is also needed. This concrete sewer (24-inch to 54-inch in size) was installed from 1981-1983, is 8.9 miles in length, and suffers from corrosion from hydrogen sulfide generation. Approximately 25% of the sewer needs rehabilitation by relining and reconstruction of relief structures. The rehabilitation of this sewer (\$8 M) is tentatively scheduled for FY20 in the RWWS model financed from unknown sources.

The Public Utilities Advisory Board at its February 28, 2018 meeting discussed and recommended approval of rate increases to the retail water rates (2.0% and 1.0% for retail water May 1, 2018 and January 1, 2019 respectively) and also sewer rate increases (6.0% and 7.0% for retail sewer for May 1, 2018 and January 1, 2019 respectively).

A summary of the proposed changes follows.

### **RETAIL WATER SERVICE RATE SCHEDULE**

#### **May 1, 2018**

The existing retail water minimum charge of \$7.81 would increase to \$7.97. The minimum usage volume of 1,500 gallons will remain unchanged. The existing volume charge of \$3.67 per thousand gallons would increase to \$3.74 per thousand gallons.

This would add an additional \$.89 or 2.0% increase to the average monthly residential customer who uses 11,500 gallons of water per month.

#### **January 1, 2019**

The January 1, 2019 retail water minimum charge of \$7.97 would increase to \$8.05. The minimum usage volume of 1,500 gallons will remain unchanged. The existing volume charge of \$3.74 per thousand gallons would increase to \$3.78 per thousand gallons.

This would add an additional \$.45 or 1.0% increase to the average monthly residential customer who uses 11,500 gallons of water per month.

### **RETAIL SEWER SERVICE RATE SCHEDULE**

#### **May 1, 2018**

The existing retail sewer rate minimum charge would increase from \$7.65 per month to \$8.11 per month. The minimum usage volume of 2,000 gallons would remain unchanged. The volume rate would increase from \$3.11 per thousand gallons to \$3.30 per thousand gallons.

This would add an additional \$1.30 or 6.0% increase to the average sewer residential customer who uses 6,500 gallons of sewer per month.

January 1, 2019

The January 1, 2019 retail sewer rate minimum charge would increase from \$8.11 per month to \$8.69 per month. The minimum usage volume of 2,000 gallons would remain unchanged. The volume rate would increase from \$3.30 per thousand gallons to \$3.53 per thousand gallons.

This would add an additional \$1.61 or 7.0% increase to the average sewer residential customer who uses 6,500 gallons of sewer per month.

Casper's average retail residential water and sewer bills are very favorable in comparison with other entities in the region. It needs to be emphasized that many of the comparable entities have utilized other funding sources, such as optional Sixth Cent Capital Facilities Taxes to help finance major upgrades to their water and wastewater systems.

**WHOLESALE WATER RATES AND OUTSIDE-CITY RETAIL WATER RATES**

In addition, updated wholesale water rates and outside-City retail water rates are also proposed for May 1, 2018 and January 1, 2019 prepared in conformance to the cost of service approach required by Wyoming State Statutes. The projected increase in the wholesale water rate for customers connected to Regional Water transmission lines is from \$2.07 per thousand gallons to \$2.11 per thousand gallons on May 1, 2018 and to \$2.13 per thousand gallons on January 1, 2019. The projected increase in the wholesale water rate for customers connected to Casper Water Transmission Lines is from \$2.94 per thousand gallons to \$3.00 per thousand gallons on May 1, 2018 and to \$3.03 per thousand gallons on January 1, 2019. The cost of wholesale Regional water increased from \$1.60 per thousand gallons to \$1.72 per thousand gallons on July 1, 2017.

**SEPTAGE, SUMP AND GREASE WASTE FEES**

No rate increases are recommended for domestic septage, non-hazardous industrial sump waste, and grease waste disposal fees at the Wastewater Treatment Plant for 2018 or 2019.

Financial Considerations

Rate fee increases as proposed.

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution

RESOLUTION NO.18-69

A RESOLUTION ADOPTING AND SETTING FORTH RATES FOR WHOLESALE WATER SERVICE, RETAIL WATER SERVICE, AND SEWER SERVICE FOR THE CITY OF CASPER, WYOMING, AND RESCINDING RESOLUTION ~~13-311~~ 15-313.

WHEREAS, the City of Casper is desirous of changing the fees for wholesale water service, retail water service, and sewer service to appropriately recover the costs involved.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Resolution No. ~~13-311~~ 15-313 is hereby rescinded, and the following service rate schedules are hereby adopted, effective ~~January 1, 2016~~ MAY 1, 2018, and January 1, ~~2017~~ 2019.

**WHOLESALE WATER SERVICE RATES SCHEDULE**

Section 1. That on and after the date of ~~January 1, 2016~~ MAY 1, 2018, the following wholesale water rates shall be in full force and effect.

- A. For water used by other water districts, water companies, homeowners' associations and water user associations serving not less than the equivalent of twenty ¾" water connections, connected to the Central Wyoming Regional Water System transmission lines and having a wholesale water contract with the City of Casper, the basic rate shall be ~~Two Dollars and No Cents (\$2.00)~~ TWO DOLLARS AND ELEVEN CENTS (\$2.11) per thousand gallons subject to minimum charges, load factors, or other conditions as specified in the wholesale contract.
- B. For water used by other water districts, water companies, homeowners' associations and water user associations serving not less than the equivalent of twenty ¾" water connections, connected to the City of Casper water transmission lines and having a wholesale water contract with the City of Casper, the basic rate shall be ~~Two Dollars and Eighty Four Cents (\$2.84)~~ THREE DOLLARS AND NO CENTS (\$3.00) per thousand gallons subject to minimum charges, load factors, or other conditions as specified in the wholesale contract.

Section 2. That on and after the date of January 1, ~~2017~~ 2019, the following wholesale water rates shall be in full force and effect.

- A. For water used by other water districts, water companies, homeowners' associations and water user associations serving not less than the equivalent of twenty ¾" water connections, connected to the Central Wyoming Regional Water System transmission lines and having a wholesale water contract with the City of Casper, the basic rate shall be ~~Two Dollars and Seven Cents (\$2.07)~~ TWO DOLLARS AND THIRTEEN CENTS

(\$2.13) per thousand gallons subject to minimum charges, load factors, or other conditions as specified in the wholesale contract.

- B. For water used by other water districts, water companies, homeowners' associations and water user associations serving not less than the equivalent of twenty ¾" water connections, connected to the City of Casper water transmission lines and having a wholesale water contract with the City of Casper, the basic rate shall be ~~Two Dollars and Ninety Four Cents (\$2.94)~~ THREE DOLLARS AND THREE CENTS (\$3.03) per thousand gallons subject to minimum charges, load factors, or other conditions as specified in the wholesale contract.

### RETAIL WATER SERVICE RATES SCHEDULE

Section 1. That on and after the date of ~~January 1, 2016~~ MAY 1, 2018, the following water rates shall be in full force and effect.

- A. For water used within the City limits of the City of Casper, a minimum charge of ~~Seven Dollars and Sixty Two Cents (\$7.62)~~ SEVEN DOLLARS AND NINETY-SEVEN CENTS (\$7.97) shall be made and collected for the first one thousand five hundred gallons of water used during each monthly period of the year and on which there shall be no discount, and ~~Three Dollars and Fifty Four Cents (\$3.54)~~ THREE DOLLARS AND SEVENTY-FOUR CENTS (\$3.74) per thousand gallons for each and every thousand gallons consumed in a month thereafter.
- B. For water used outside the City limits of the City of Casper, a minimum charge of ~~Nine Dollars and Forty Two Cents (\$9.42)~~ NINE DOLLARS AND EIGHTY-EIGHT CENTS (\$9.88) shall be made and collected for the first one thousand five hundred gallons of water used, during each monthly period of the year and on which there shall be no discount, and ~~Four Dollars and Seventy Five Cents (\$4.75)~~ FIVE DOLLARS AND THREE CENTS (\$5.03) per thousand gallons thereafter.

Section 2. That on and after the date of January 1, ~~2017~~ 2019, the following water rates shall be in full force and effect.

- A. For water used within the City limits of the City of Casper, a minimum charge of ~~Seven Dollars and Eighty One Cents (\$7.81)~~ EIGHT DOLLARS AND FIVE CENTS (\$8.05) shall be made and collected for the first one thousand five hundred gallons of water used during each monthly period of the year and on which there shall be no discount, and ~~Three Dollars and Sixty Seven Cents (\$3.67)~~ THREE DOLLARS AND SEVENTY EIGHT CENTS (\$3.78) per thousand gallons for each and every thousand gallons consumed in a month thereafter.
- B. For water used outside the City limits of the City of Casper, a minimum charge of ~~Nine Dollars and Sixty Nine Cents (\$9.69)~~ NINE DOLLARS AND NINETY-EIGHT CENTS (\$9.98) shall be made and collected for the first one thousand five hundred gallons of water used, during each monthly period of the year and on which there shall be no

discount, and ~~Four Dollars and Ninety Three Cents (\$4.93)~~ FIVE DOLLARS AND EIGHT CENTS (\$5.08) per thousand gallons thereafter.

### SEWER SERVICE RATE SCHEDULE

Section 1. That on and after the date of ~~January 1, 2016~~ MAY 1, 2018, the following sewer rates shall be in full force and effect.

- A. For sewer used within the City limits of the City of Casper, a minimum charge of ~~Seven Dollars and Thirty One Cents (\$7.31)~~ EIGHT DOLLARS AND ELEVEN CENTS (\$8.11) shall be made and collected for the first two thousand gallons of sewer used during each monthly period of the year and on which there shall be no discount, and ~~Two Dollars and Ninety Four Cents (\$2.94)~~ THREE DOLLARS AND THIRTY CENTS (\$3.30) per thousand gallons for each and every thousand gallons consumed in excess of the first two thousand gallons per month.

The sewer bill shall be based on winter water usage for residential and commercial customers.

Retail residential sewer use only (non-water):

\$20.54 \$22.95 per month – first unit in building.

\$13.84 \$15.47 per month – each additional unit in building.

Retail commercial sewer use only (non-water):

To be set by individual contract.

Retail outside-City sewer customers:

Retail outside-City rates are identical to inside-City rates.

- B. User Charge System – The user charge system will be a surcharge to those customers having sewage of abnormally high strength. This charge will recover the costs of service attributable to the quantity of BOD and suspended solids in excess of normal strength sewage. The surcharge will apply when either BOD or suspended solids concentration exceeds 200 or 250 ppm respectively.

### EXCESSIVE SEWAGE STRENGTH SURCHARGE FORMULA

Where:

S =  $V_s \times 8.34 [(\text{\$}0.253633 \text{\$}0.286003) (\text{BOD} - 200) + (\text{\$}0.190243 \text{\$}0.214523) (\text{SS} - 250)]$

S = Surcharge in dollars

$V_s$  = Sewage volume in million gallons

8.34 = Pounds per gallon of water

~~\$0.253633~~ ~~\$0.286003~~ = Unit charge for BOD in dollars per pound

BOD = BOD strength index in parts per million by weight

200 = Allowed BOD strength in parts per million by weight



~~\$0.190243~~ \$0.214523 = Unit charge for suspended solids in dollars per pound  
 SS = Suspended solids strength index in parts per million by weight  
 250 = Allowed SS strength in parts per million by weight

- C. Domestic Septage Service – for use of the domestic septage receiving facility, located at the Sam E. Hobbs Regional Wastewater Treatment facility.

INSIDE COUNTY SERVICE

~~\$181.65~~ \$193.25 per 1,000 gallons

The septage service charge shall be based upon the actual volume of septage discharged at the Wastewater Treatment Plant.

ALL OUTSIDE NATRONA COUNTY DOMESTIC SEPTAGE SHALL HAVE A 40% SURCHARGE ADDED.

- D. Non-hazardous Industrial Sump Waste Service – for use of the industrial waste facility, located at the Sam E. Hobbs Regional Wastewater Treatment facility.

INSIDE COUNTY SERVICE

~~\$290.01~~ \$308.52 per 1,000 gallons

Plus additional outside laboratory testing if required.

The non-hazardous industrial sump waste service charge shall be prorated in 250 gallon increments after the initial charge for a minimum of 1,000 gallons.

NON-HAZARDOUS INDUSTRIAL SUMP WASTE SHALL NOT BE ACCEPTED FROM OUTSIDE NATRONA COUNTY.

- E. Grease Waste Service – for use of grease waste facilities located at the Sam E. Hobbs Regional Wastewater Treatment Facility.

INSIDE-COUNTY SERVICE

~~\$290.01~~ \$308.52 per 1,000 gallons

The grease waste charge shall be based upon the actual volume of grease waste discharged at the wastewater treatment plant.

ALL OUTSIDE-NATRONA COUNTY GREASE WASTE SHALL HAVE A 40% SURCHARGE ADDED.

SECTION 2. That on and after the date of January 1, 2017 2019, the following sewer rates shall be in full force and effect.

- A. For sewer used within the City limits of the City of Casper, a minimum charge of ~~Seven Dollars and Sixty-Five Cents (\$7.65)~~ EIGHT DOLLARS AND SIXTY-NINE CENTS (\$8.69) shall be made and collected for the first two thousand gallons of sewer used during each monthly period of the year and on which there shall be no discount, and ~~Three Dollars and Eleven Cents (\$3.11)~~ THREE DOLLARS AND FIFTY-THREE CENTS (\$3.53) per thousand gallons for each and every thousand gallons consumed in excess of the first two thousand gallons per month.

The sewer bill shall be based on winter water usage for residential and commercial customers.

Retail residential sewer use only (non-water):

~~\$21.65~~ \$24.56 per month – first unit in building.

~~\$14.59~~ \$16.55 per month – each additional unit in building.

Retail commercial sewer use only (non-water):

To be set by individual contract.

Retail outside-city sewer customers:

Retail outside-City rates are identical to inside-City rates.

- B. User charge system – the user charge system will be a surcharge to those customers having sewage of abnormally high strength. This charge will recover the costs of service attributable to the quantity of BOD and suspended solids in excess of normal strength sewage. The surcharge will apply when either BOD or suspended solids concentration exceeds 200 or 250 ppm respectively.

### **EXCESSIVE SEWAGE STRENGTH SURCHARGE FORMULA**

WHERE:

S = VS X 8.34 [~~(\$0.269814~~ \$0.306023) (BOD – 200) + (~~\$0.20238~~ \$0.229540) (SS – 250)]

S = Surcharge in dollars

VS = Sewage volume in million gallons

8.34 = Pounds per gallon of water

~~\$0.269814~~ \$0.306023 = Unit charge for BOD in dollars per pound

BOD = BOD strength index in parts per million by weight

200 = Allowed BOD strength in parts per million by weight

~~\$0.20238~~ \$0.229540 = Unit charge for suspended solids in dollars per pound

SS = Suspended solids strength index in parts per million by weight

250 = Allowed SS strength in parts per million by weight

- C. Domestic Septage Service – for use of the domestic septage receiving facility, located at the Sam E. Hobbs Regional Wastewater Treatment Facility.

INSIDE-COUNTY SERVICE

\$193.25 per 1,000 gallons

The septage service charge shall be based upon the actual volume of septage discharged at the wastewater treatment plant.

ALL OUTSIDE-NATRONA COUNTY DOMESTIC SEPTAGE SHALL HAVE A 40% SURCHARGE ADDED.

- D. Non-Hazardous Industrial Sump Waste Service – for use of the industrial waste facility, located at the Sam E. Hobbs Regional Wastewater Treatment Facility.

INSIDE-COUNTY SERVICE

\$308.52 per 1,000 gallons

Plus additional outside laboratory testing if required.

The non-hazardous industrial sump waste service charge shall be prorated in 250 gallon increments after the initial charge for a minimum of 1,000 gallons.

NON-HAZARDOUS INDUSTRIAL SUMP WASTE SHALL NOT BE ACCEPTED FROM OUTSIDE NATRONA COUNTY.

- E. Grease Waste Service – for use of grease waste facilities located at the Sam E. Hobbs Regional Wastewater Treatment Facility.

INSIDE-COUNTY SERVICE

\$308.52 per 1,000 gallons

The grease waste charge shall be based upon the actual volume of grease waste discharged at the wastewater treatment plant.

ALL OUTSIDE NATRONA COUNTY GREASE WASTE SHALL HAVE A 40% SURCHARGE ADDED.

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

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 28, 2018

MEMO TO: J. Carter Napier, City Manager <sup>scw</sup>

FROM: Andrew B. Beamer, Public Services Director <sup>AB</sup>  
Cynthia M. Langston, Solid Waste Manager

SUBJECT: Rescinding Resolution No. 15-314 and Establishing a New Resolution for Residential and Commercial Solid Waste Collection, Recycling and Disposal at the Casper Solid Waste Facility.

Meeting Type & Date:  
Regular Council Meeting  
April 17, 2018

Action Type:  
Resolution

Recommendation:

That Council, by resolution, adopt revisions to the current residential and commercial solid waste collection, recycling, and disposal fees at the Casper Solid Waste Facility, to become effective May 1, 2018, and January 1, 2019, and rescind Resolution No. 15-314.

Summary:

Staff met in February 2018 to discuss user rates for commercial trash collection, residential trash collection, and balefill tipping fees. Costs continue to rise in these operations due to rising costs in truck and equipment replacement and health insurance premiums. In addition, this fiscal year a 16% increase in refuse collection personnel and a 17% increase in refuse collection's fleet resulted from transferring street sweeping, City parks, and City downtown trash collection to the refuse collection fund from the general fund. On the budget positive side, construction costs are coming in below estimates and commercial accounts continued to grow at an average rate of three percent (3%) despite the economic downturn.

This memorandum outlines the cash flow assumptions made for refuse collection and balefill funds as well as provides a recommendation from staff on how to fund the required capital improvements and rising operational costs. The forecasted cash flow assumptions for the next five (5) years for City of Casper's balefill and refuse collection enterprise funds include:

1. A half percent (0.5%) rate of growth in Natrona County
2. A 3% rate of growth in Refuse Collection Commercial accounts; thus, a 1.5% blended rate of growth (0.5% residential collection rate of growth and 3% commercial collection rate of growth).
3. A 2% rate of inflation for operation and maintenance expenses and employee cost of living adjustments each year for the next five years. Operation and maintenance expenses include electricity, natural gas, and trucks/heavy equipment.
4. A 4% rate of inflation per year for rising employee health insurance costs.

5. A 1.25% return on investment for Fiscal Year (FY) 2019 through FY 2023.
6. 19,930 residential refuse collection accounts for the City of Casper in FY 2018-2019.
7. Loan payments on approximately \$2.1 million from the State Revolving Fund for construction of the first lined landfill cell in 2009. The loan is a 20 year loan at 2.5% interest.
8. Loan payments on approximately \$6.1 million from the State Revolving Fund for renovation of the 1983 baler building in fiscal year 2018. Note: there are no reserves in the balefill and refuse collection funds for renovations to the baler building with the exception of the Material Recovery Facility (MRF). Construction and operation of a MRF was approved by City Council in the May 9, 2009, Solid Waste Integrated Solid Waste Management Plan, and a MRF design was approved February 16, 2016, at a regular City Council meeting. Reserves for the MRF project were designated in the Refuse Collection Fund (\$1,732,760).
9. Groundwater cleanup costs will be paid by the State of Wyoming through the State Revolving Fund and Landfill Remediation Program. The associated Landfill Gas Control & Collection System (GCCS) construction was installed and operational in fiscal year 2018. Note: there are no reserves in the balefill fund for any future groundwater contamination projects. Groundwater contamination is from the old unlined landfill.
10. Rate adjustments are needed for new and replacement capital equipment and facilities with the cash flow assumptions listed above.

After discussing funding scenarios for capital improvement and various cash flow assumptions, staff recommends that Council:

1. Increase the Balefill tipping fee from \$47 per ton to \$48 per ton (2% increase) effective May 1, 2018, and from \$48 per ton to \$49 per ton (2% increase) effective January 1, 2019.
2. Increase the monthly residential trash collection fee by \$0.76 (5% increase) effective May 1, 2018, and by \$0.48 (3% increase) effective January 1, 2019.
3. Increase commercial trash collection by an average of 6% effective May 1, 2018, and 6% effective January 1, 2019.

In addition to rate increases, staff has recommended some new charges within the attached rate resolution. Comparisons of commercial trash collection rates in Natrona County and solid waste collection and disposal rates in communities similar to Casper are attached as Appendix A and B, respectively. A summary of the proposed rate resolution changes follows.

### **Trash Collection Fee Summary (refer to rate resolution)**

#### **Paragraph A.1.a. Residential Weekly Collection Pickup Service Fees**

A 5% and 3% residential collection increase for Casper residents is proposed over the next two (2) years. The monthly residential rate increases from \$15.20 to \$15.96 effective May 1, 2018, and from \$15.96 to \$16.44 effective January 1, 2019. The residential fee includes automated weekly collection and disposal (cost of baling and burying) of 90 gallons of garbage. Additionally, every resident receives 22 extra collection service days, household hazardous waste disposal services,

composting and recycling programs, and one free balefill pass per month as part of this monthly fee.

#### Paragraph A.1.b. Additional Residential Weekly Collection Pickup Service Fees

Additional 90-gallon trash collection fees are charged at the same rate as notes in paragraph A.1.a., i.e., if a resident has a 90-gallon trash container and requests a second or third trash container, the cost is the same per each trash container. Staff proposed to reduce the fee per trash container (or 90-gallon weekly collection service for alley collection) by 50% to provide an incentive to not overfill trash containers.

#### Paragraph A.2. Additional Requested Pickup Services

An additional fee is established for additional pickups of residential containers placed for weekly service pickup. The fee for a residential customer to request an additional collection during the week has been raised from \$12 to \$13 per 90-gallon container and from \$36 per to \$40 per 300-gallon container.

#### Paragraph A.3. Extra Collection

The fee for a residential customer to set out more than three large items for their extra trash collection has been raised from \$10 per each additional minute of collection to \$11 per minute.

#### Paragraph A.4. Special Collection

The fee for a residential customer to schedule a special collection for items prohibited from inclusion in trash containers or extra collection has been raised from a \$50 to a \$56 minimum charge.

#### Paragraph A.5. "On Call" Collection Fees

The fees associated with residential, on-call metal bins have been raised. This service provides residential customers with the option of having a commercial on-call metal trash container placed at their residence for items such as remodeling, spring cleaning, etc.

#### Paragraph A.6. Special Permits

The fee for a special permit, requiring medical documentation for necessity, for a residential customer to have a 90-gallon trash container be rolled out from their garage or front door to the street curb for weekly collection and returned to their garage or front door has been raised from \$4 per month to \$5 per month.

#### Paragraph A.7. Residential Penalty Fees

Residential customers who habitually set their trash container out late, causing drivers to return to the resident's home at a later time, are charged an additional fee. In addition, if a residential fills their trash container with extremely denser or heavy waste so the automated trash truck is not able to lift the trash container, an additional fee is assessed for manual collection. These fees are raised by 12% effective May 1, 2018.

#### Paragraph B.1. Commercial Weekly Collection Pickup Fees

The monthly rates for weekly pickup of commercial trash containers sizes one (1), two (2), three (3), four (4), six (6), and eight (8) yards are raised as reflected in rate tables presented in the rate resolution. These increases represent raised commercial rates by an average of 6% effective May 1, 2018, and 6% effective January 1, 2019.

#### Paragraph B.2. Special Collection

The fee for a commercial customer to schedule a special collection for items prohibited from inclusion in trash containers has been raised from a \$50 to a \$56 minimum charge.

#### Paragraph B.3. Additional Requested Pickup Fees

An additional fee is established for additional pickups of commercial containers placed for weekly service pickup. The current fee is raised to recover the actual costs to collect the container. The cost of gasoline and wear and tear on the collection truck is the same for all container sizes and a minimum of \$50 per trip is needed to recover the actual costs.

#### Paragraph B.5. Overfilled Bins

An additional fee is established for when a commercial container is overfilled. The current fee is raised to recover the actual costs to manual collect and cleanup garbage overflow. The cost is raised from \$10 per yard of overflowing garbage to \$11 per yard.

#### Paragraph B.6. Commercial Penalty Fees

Commercial customers who habitual call drivers to come back because the trash container was blocked or not assessable for collection, are charged an additional fee. In addition, if a commercial customer fills their trash container with extremely denser or heavy waste so the automated trash truck is not able to lift the trash container, an additional fee is assessed for manual collection. These fees are raised by 12% effective May 1, 2018.

#### Paragraph B.7. Roll Off Container Services



Roll off container services are provided to city departments, non-profit organizations, and commercial trash customers for collection and hauling of large quantities of waste, such as construction and demolition wastes. The fees associated with picking up construction garbage are increased to match the local competitor's pricing. The roll off container services fees are raised to \$85 for delivery, \$220 for each collection, and the daily rental fee of \$3 per day remains the same. The pre-service payment is increased from \$271 to \$326 accordingly.

### **Disposal Fee Summary (refer to rate resolution)**

#### Paragraph D.1.a. and c. Residential and Commercial Disposal

The current tipping fee for most solid waste delivered to the Casper Solid Waste Facility is \$47.00 per ton. A 30% surcharge fee applies to customers outside Natrona County with the exception of communities with solid waste agreements. Staff recommends raising this fee to \$48.00 per ton on May 1, 2018 and \$49 per ton on January 1, 2019. The new fees will assist in covering the costs associated with replacement capital (such as equipment replacement and additional equipment needed to improve efficiencies of baling and minimizing landfill airspace) and future capital construction of lined cells and closing full cells. Tire disposal fees are also included in this paragraph. In 2016, an unlined landfill was constructed to accept inert materials for a lower cost than disposal in the lined landfill. Rimmed tires are not accepted and language has been added for clarification. Before the unlined landfill was constructed, disposal of large quantities of tires was discouraged with an extremely high fee. The \$2 per pound (\$4,000 per ton) bulk tire fee is changed to \$135 per ton. In addition, tires from farm and construction industry equipment (heavy equipment tires) were not accepted for disposal. A market pricing fee is necessary to recover the cost of accepting heavy equipment tires to allow price quotes to be generated upon customer request.

#### Paragraph D.1.d. Commercial Garbage Exceptions

In 2016, construction to expand the compost yard by five (5) acres was completed. Part of the expansion included a fenced, gated controlled drop off yard for commercial customers to use from dawn to dusk, 7 days per week. Commercial customers will be provided an access card for the gate and informed if any material other than yard waste is dropped off, they will lose their privileges to the dawn-to-dusk yard. The fenced, gated drop off area will have cameras installed for the yard to be opened in the summer of 2018. This new area was constructed in an effort to offer commercial customers access to the solid waste facility with no wait times. With this new service, city staff will no longer be able to charge for grass clippings coming into the compost yard via the scale house and the yard waste will require transport to the compost production yard.

To recover the cost for double handling yard waste from this area to the production area, monitoring to ensure no contamination occurs, and not charging for grass clippings, a minimum weekly fee of \$70 is required.

## Paragraph D.2. Other Solid Wastes

The current tipping fees for other solid waste types, commonly referred to as Special Wastes, are increased by 6% with the exception of laboratory analysis fees for high levels of Total Petroleum Hydrocarbons (TPHs) and disposal of trailers or mobile homes too large for scale. The mixed waste fee was established to encourage commercial customers to separate their construction and demolition wastes from bale-able waste to significantly reduce the windblown litter at the landfill. Local construction haulers felt if the rate variance was at least \$70 per ton between the lined and unlined landfill fees, this would pay for the cost to separate wastes on most projects. Therefore, the rate for mixed waste loads was established.

## Paragraph I. Commercial and Accident Scene Street Sweeping Services

Charges for sweeping and collecting waste from City streets or parking lots is established to recover costs for cleaning wastes generated by commercial businesses and accident scenes. The proposed hourly fee of \$170 for street sweeping services requested Monday through Friday from 7 a.m. to 5 p.m. (Normal Operational Hours) covers the collection labor, wear and tear on the equipment, materials (fuel and water) and landfill disposal fees. The proposed hourly rate of \$180 for street sweeping services requested outside the “Normal Operational Hours” also recovers the needed overtime collection labor costs.

## Paragraph J. Yard Waste Incentive Program

An incentive program for residential customers to self-haul their yard waste to the City Compost Yard was created several years ago to reduce the volume of yard waste placed in trash containers. Grass in particular is extremely abrasive and causes damage to trash trucks, balers and baler conveyors, and on average, consumes 10 to 18 percent of the landfill space used during the growing season. Customers receive a voucher for bringing in yard waste that may be used towards the purchase of compost or natural wood chips. The program guidelines have changed to improve scale house efficiencies and the revised language for the program is included in this paragraph.

### Financial Considerations:

Staff recommends these fees become effective on May 1, 2018, and January 1, 2019, as noted.

### Oversight/Project Responsibility:

Cynthia Langston, Solid Waste Manager

### Attachments:

Resolution

Appendix A – Comparison of Commercial Trash Collection Rates in Natrona County

Appendix B – Solid Waste Collection and Disposal Rate Comparisons from Communities Similar to Casper

Appendix A  
 Comparison of Commercial Trash Collection Rates in Natrona County\*

Container Size	CITY OF CASPER Monthly Rate for Weekly Pickup	WASTE CONNECTION** Monthly Rate for Weekly Pickup	DK HAULING** Monthly Rate for Weekly Pickup	SHIRKS*** Monthly Rate for Weekly Pickup
2 YARD	\$66		\$80	\$60
3 YARD	\$81			\$90
4 YARD	\$100	\$150	\$160	\$120
6 YARD	\$134	\$117 <i>1 Pickup per Month</i>		\$181
8 YARD	\$174			\$240
ROLL OFF 30-YARD	Required Pre- Service Payment Fee \$271			Don't Provide Roll off Size Service
Delivery Fee	\$65	\$100	\$85	
Dump & Return	\$185	\$250	\$225	
Disposal Fee	Landfill Rate X Tonnage	Landfill Rate X Tonnage Plus \$3 per Ton	Landfill Rate X Tonnage	
Rental Fee	\$3 per day when not dumped in 14 days	\$5 per day	\$3 per day when not dumped in 14 days	

FOOTNOTES:

\*Rates of private commercial trash haulers obtained by reviewing online data and contacting local commercial businesses and asking what they pay for their service fees.

\*\*Some Waste Connections and DK Hauling rates for services were not obtained or available online

\*\*\*Shirks will also include an additional fee for wastes

**APPENDIX B**

**CITY OF CASPER, WYOMING  
 INTRADEPARTMENTAL MEMORANDUM  
 Solid Waste Collection and Disposal Rates  
 PUBLIC SERVICES DEPARTMENT  
 SOLID WASTE DIVISION**

TO: Andrew Beamer, Director  
 Public Services Department

FROM: Cynthia Langston, Manager  
 Solid Waste Division

SUBJECT: Rate Comparisons from Communities Similar to Casper

DATE: February 28, 2018

City staff surveyed Wyoming and out-of-state regional landfill communities for rate comparisons. The data follows.

<b>Community</b>	<b>Residential Garbage Collection</b> Monthly Charge (specify how many times a week pickup and what company pickups garbage)	<b>Commercial Garbage Collection</b> Who Collects Commercial Garbage and the Monthly Charge (1 time per week)	<b>Landfill Disposal Rate</b> (Indicated Landfill Used and their tipping fee per ton unless otherwise specified)
<b>Jackson</b>	Several Haulers including Star Valley Disposal, Teton Trash Removal, Westbank Sanitation, & Yellow Iron	Same private haulers as residential haulers; price varies depending on service	\$115 ton – Teton County owned landfill
<b>Buffalo</b>	\$20 per month for 1 pickup/week; City collects trash	City collects; price determined by container size and number of pick ups	\$75 ton – Buffalo owned landfill
<b>Evanston</b>	\$12.50 per month for 1 pickup/week; City collects trash	City and private collects; price determined by container size and number of pick ups	\$70 ton commercial \$10 general public pickup \$60 ton City of Evanston
<b>Cody</b>	\$20.68 per month for 1 pickup/week; City collects trash	City collects; price determined by container size and number of pick ups	\$78 per ton – Park County owned landfill

<b>Gillette</b>	\$17.65 per month for 1 pickup/week; City collects trash	City and private haulers; City has one size 3 cubic yard for \$76.40 per month for 1 pickup/week.	\$75 per ton – Campbell County owned landfill
<b>Cheyenne</b>	\$27.75 per month for 1 pickup/week (1xw); City collects trash	City collects; price determined by size and number of pick ups	\$62.25 per ton – Cheyenne owned landfill
<b>Green River</b>	\$31.50/month; 1xw; private hauler with exclusive pick up	Private hauler; \$17.70/dump on 300 gallon container	\$69 per ton at Transfer station, use Sweetwater County Solid Waste District No. 1 owned landfill
<b>Laramie*</b>	\$21.64/month; 1xw (includes non-optional \$4.46 fee for every other week curbside recycling); City	City collects; \$71.75/month for 2 cubic yard; 1xw; price determined by size and number of pick ups	\$63 per ton; \$12 minimum; Laramie owned landfill
<b>Sheridan</b>	\$22.2/month 1xw; (includes non-optional \$3 fee for every other week curbside recycling); City collects trash	City collects; \$43.26/month for 1 cubic yard; 1xw; price determined by size and number of pickups; 20% rate reduction with verified recycling	\$105.57 per ton; Sheridan owned landfill
<b>Douglas</b>	\$32.91 per month for 1 pickup/week; City collects trash	\$32.91 per month for 1 pickup/week of 1 cubic yard container; price determined by size and number of pickups; Various private haulers	\$30 pickup load \$47 per ton or \$15 per pickup truck load (Casper Regional Landfill) \$150 per ton for Douglas owned Construction & Demolition Landfill
<b>Rock Springs*</b>	Various private haulers	Various private haulers; price determined by size and number of pick ups	

<b>Rapid City South Dakota</b>	\$15.06/month for 35 gal 1 pickup/week (1xw); \$16.91/month for 65 gal 1xw; \$18.78/month for 95 gal 1xw; City collects trash and provides curbside recycling and yard waste pick up in summer	Various haulers, City does not pick up commercial waste	\$59 per ton, \$5 minimum
<b>Bismarck North Dakota</b>	\$19.23/month; 1xw; City collects trash	Various private haulers	\$45 per ton; \$3 minimum
<b>Sidney Nebraska</b>	\$18/month; 1xw; City collects trash  \$27/ month; 1xw; for residents within 5 miles outside of City limits	\$18/month; 1xw; 90 gallon container; Various private haulers for more trash	\$50 per ton
<b>Casper</b>	\$15.20/month to collect 95 gallons per week. City has exclusive rights to collect residential garbage in City limits.	\$50/month; 1 yard picked up weekly  Provide 2, 4, 6, and 8 cubic yard services; price determined by size and number of pick ups	\$47 per ton for Natrona County customers  \$61.10 (30% surcharge for out of county customers without a buy-in capital agreement)  \$15 per pickup truck  City of Casper owned landfill.

\*Landfill funded through County Mill Levy Tax

RESOLUTION NO.18-70

A RESOLUTION ESTABLISHING RATES FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION, RECYCLING AND DISPOSAL AT THE CASPER REGIONAL SOLID WASTE FACILITY, AND RESCINDING RESOLUTION NO. 15-314.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING; That the following rates are hereby established for the collection, recycling and disposal of garbage, recyclables and refuse effective May 1, 2018 except where noted otherwise.

A. RESIDENTIAL SOLID WASTE COLLECTION SERVICES

1. Single-Family Resident and Multi-Family
  - a. Garbage Collection \$15.96 Monthly (Per Unit Charge)  
\$16.44 Monthly (Per Unit Charge)  
Effective January 1, 2019
  - b. Additional 90-gallon Collection \$7.98 Monthly (Per Unit Charge)  
50%(A.1.a.)  
\$8.22 Monthly (Per Unit Charge)  
50%(A.1.a.)  
Effective January 1, 2019
2. Additional Requested Pickup Services \$13.00 Per 90 Gallon Container  
\$40.00 Per 300 Gallon Container
3. Extra Collection
  - a. Three Large Items Included in A.1.
  - b. Each Additional Minute of Collection \$11.00
4. Special Collection \$56.00 Minimum Charge
  - a. First Five Minutes Included
- b. Each Additional Minute of Collection \$11.00
5. Residential "On Call" Metal Bin See Following Table

a.  
Effective May 1, 2018

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
2 Cubic Yard	\$3032	\$50	\$67
3 Cubic Yard	\$3032	\$50	\$78
4 Cubic Yard	\$3032	\$61	\$90
6 Cubic Yard	\$3032	\$67	\$111
8 Cubic Yard	\$3032	\$86	\$122

Effective January 1, 2019

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
2 Cubic Yard	\$34	\$53	\$71
3 Cubic Yard	\$34	\$53	\$83
4 Cubic Yard	\$34	\$65	\$95
6 Cubic Yard	\$34	\$71	\$118
8 Cubic Yard	\$34	\$91	\$129

- b. Container Rental After Two Weeks Of Non-Use, or Container Removed Before Two Weeks of Non-Use
  - \$6.00 Per Day
  - No Charge
  
- 6. Special Permits \$5.00 Monthly
  
- 7. Residential Penalty Fees
  - a. Habitual Late Set Out \$16.85
  - b. Extremely Dense or Heavy Waste\*
    - \$22.50 Per 90-100 Gallon Container
    - \$67.50 Per 300 Gallon Container
    - \$90.00 Per 400 Gallon Container

The City Manager or his/her designee shall impose a fee of \$15.00, \$30.00 or \$100.00 per incident for residential or commercial customers not complying with City regulations defined in Sections 8.32.040(a) and 8.32.050 of the Casper Municipal Code, in addition to any other charges otherwise due the City by residential customers.

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B. COMMERCIAL SOLID WASTE COLLECTION SERVICES

1. Commercial Collection Tables\*

Effective May 1, 2018

Number of Trash Pickup Services Per Week	1 Yard Bin Monthly Charges	2 Yard Bin Monthly Charges	3 Yard Bin Monthly Charges	4 Yard Bin Monthly Charges	6 Yard Bin Monthly Charges	8 Yard Bin Monthly Charges	90 Gallon Bin Monthly Charges	200 Gallon Bin Monthly Charges	300 Gallon Bin Monthly Charges	400 Gallon Bin Monthly Charges
One	\$53	\$70	\$86	\$106	\$142	\$184	\$17	\$34	\$53	\$70
Two	\$105	\$140	\$172	\$213	\$284	\$367	\$34	\$70	\$104	\$140
Three	\$158	\$210	\$259	\$319	\$427	\$551	\$53	\$104	\$157	\$210
Four	\$211	\$280	\$346	\$427	\$569	\$734	\$70	\$140	\$210	\$280
Five	\$265	\$350	\$430	\$532	\$711	\$918	\$87	\$174	\$263	\$350
Six	\$316	\$420	\$516	\$632	\$853	\$1100	\$104	\$210	\$314	\$420

\*If commercial customer provides trash container, a 7% reduction is applied to the rate.

NOTE: The monthly charges are linear for each bin size; therefore, charges for multiple bins are multiplied by the number of bins.

Effective January 1, 2019

Number of Trash Pickup Services Per Week	1 Yard Bin Monthly Charges	2 Yard Bin Monthly Charges	3 Yard Bin Monthly Charges	4 Yard Bin Monthly Charges	6 Yard Bin Monthly Charges	8 Yard Bin Monthly Charges	90 Gallon Bin Monthly Charges	200 Gallon Bin Monthly Charges	300 Gallon Bin Monthly Charges	400 Gallon Bin Monthly Charges
One	\$56	\$74	\$91	\$112	\$151	\$196	\$18	\$36	\$56	\$74
Two	\$111	\$148	\$182	\$226	\$301	\$389	\$36	\$74	\$110	\$148
Three	\$167	\$222	\$274	\$338	\$453	\$584	\$56	\$110	\$166	\$222
Four	\$224	\$297	\$366	\$453	\$603	\$778	\$74	\$148	\$222	\$297
Five	\$281	\$371	\$456	\$564	\$754	\$973	\$92	\$184	\$2279	\$371
Six	\$335	\$445	\$547	\$670	\$904	\$1166	\$110	\$222	\$333	\$445

\*If commercial customer provides trash container, a 7% reduction is applied to the rate.

Commercial Collection Tables\*

- 2. Special Collection \$56.00 Minimum Charge

  - a. First Five Minutes Included
  - b. Each Additional Minute of Collection \$11.00

3. Additional Requested Collection (must provide request for additional collection one day prior to requested date)

See Following Table

Effective May 1, 2018

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
2 Cubic Yard	\$32	\$50	\$67
3 Cubic Yard	\$32	\$50	\$78
4 Cubic Yard	\$32	\$61	\$90
6 Cubic Yard	\$32	\$67	\$111
8 Cubic Yard	\$32	\$86	\$122

Effective January 1, 2019

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
2 Cubic Yard	\$34	\$53	\$71
3 Cubic Yard	\$34	\$53	\$83
4 Cubic Yard	\$34	\$65	\$95
6 Cubic Yard	\$34	\$71	\$118
8 Cubic Yard	\$34	\$91	\$129

4. Commercial "On Call" Metal Bin See A.5.a., Residential "On Call" Metal Bin
5. Overfilled Bins \$11.00 Per Yard
6. Commercial Penalty Fees
- a. Habitual Customer Call Backs \$16.85
- b. Extremely Dense or heavy Waste\* Double Fees  
 \*concrete, dirt, sand, sludge or garbage contents weighing more than 500 pounds

7. Roll Off Container Services

- a. Delivery Fee \$85.00
- b. Collection (Only) Service Fee \$220.00 Per Service
- c. Disposal Rate X Tonnage
- d. Container Rental (per day) \$3.00 Per Day or \$21 Per Week
- e. Pre-Service Payment (delivery and one collection fee) \$326.00 Prior to delivery

8. Public/Private School Solid Waste 25% Reduction of Commercial Solid Waste Collection Fees Found in B.1 may be applied when there is reduced waste during school breaks.

9. Customers Outside the City Limits Within a Two-Mile Perimeter Apply 1.30% Multiplier to Solid Waste Commercial Collection Fees Found in Table B.1

C. COMMERCIAL COLLECTION RECYCLING SERVICES

1. Commercial recycling service charges for City and non-City sanitation customers are determined by applying a multiplier to change the solid waste rate schedule fees found in B.1.

- OCC – Old Corrugated Containers (Cardboard) 0.50 OR 50%
- OWP – Old White Paper or Office Pack 0.50 OR 50%
- UBC – Used Aluminum Beverage Cans Free Collection

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D. DISPOSAL CHARGES AT CASPER REGIONAL SOLID WASTE FACILITY

1. Municipal Solid Waste (MSW) Disposal Charges for residents of Natrona County. See Table Below. NOTE: An additional 30% fee will be assessed for individuals residing outside of Natrona County, with the exception of those individuals residing within jurisdictions having written agreements with the City of Casper.

a.

	Natrona County Residents and Other Residents Residing Within Jurisdictions Having Written Agreements with the City of Casper	Outside-Natrona County Residents
Residential Garbage	\$48.00 Per Ton	\$62.40 Per Ton
Residential Garbage	\$49.00 Per Ton (Eff. 1/1/19)	\$63.70 Per Ton (Eff. 1/1/19)
Automobile	\$6.00 Per Automobile	\$7.80 Per Automobile
10-Foot OR LESS Pickup Bed Quantity	\$15.00 Per Bed	\$19.50 Per Bed
Chlorofluorocarbon (CFC) Containing Appliances	<del>\$30</del> 32.00 Per Item (If Doors on Appliance)	<del>\$39</del> 41.00 Per Item (If Doors on Appliance)
	\$28.00 Per Item (If Doors Removed From Appliance)	\$36.40 Per Item (If Doors Removed From Appliance)
Passenger Cars and Pickup Tires	\$3.00 Per De-Rimmed Tire (Limit 30)	\$3.90 Per De-Rimmed Tire (Limit 30)
Heavy Truck Tires or Semi Tires	\$6.00 Per De-Rimmed Tire (Limit 30)	\$7.80 Per De-Rimmed Tire (Limit 30)
Bulk Car, Pickup Truck, Heavy Truck, or Semi Tires (More than 30 de-rimmed tires)	\$135.00 Per Ton	\$175.50 Per Ton
Electronics	No Charge	No Charge
Fluorescent Bulbs	No Charge	No Charge

b. Residential Garbage Exceptions

Water Bill Punch Pass	Included in Monthly Rate	N/A
Household Hazardous Waste	No Charge	No Charge
Clean Yard or Green Waste	No Charge	No Charge
Clean Metals or Appliances	No Charge (Non CFC)	No Charge (Non CFC)

The City Manager or his/her designee shall impose a fee of \$15.00 per load, in addition to any other charges otherwise due the City by residential customers transporting unsecured loads, as defined in Sections 8.40.100(a) and 8.32.140(f) of the Casper Municipal Code, to the solid waste facility. Upon payment of the additional \$15.00 fee for unsecured loads, the City may, based upon available supplies, provide such user a tarp, mess cord, or other device to prevent material from blowing or otherwise falling out of any such vehicle.

c.

	Natrona County	Outside-Natrona County Businesses
Commercial Municipal Solid Waste Garbage	\$48.00 Per Ton	\$62.40 Per Ton
Commercial Municipal Solid Waste Garbage	\$49.00 Per Ton (Effective 1/1/19)	\$63.70 Per Ton (Effective 1/1/19)
8-Foot Pickup Bed Quantity	\$15.00 Per Bed	\$22.10 Per Bed
Chlorofluorocarbon (CFC) Containing Appliances	\$32.00 Per Item (If Doors on Appliance)	\$41.00 Per Item (If Doors on Appliance)
	\$28.00 Per Item (If Doors Removed From Appliance)	\$36.40 Per Item (If Doors Removed From Appliance)
De-Rimmed Passenger Cars and Pick-up Tires	\$3.00 Per Tire (Limit 30)	\$3.90 Per Tire (Limit 30)

De-Rimmed Heavy Truck Tires or Semi Tires	\$6.00 Per Tire (Limit 30)	\$7.80 Per Tire (Limit 30)
Bulk De-Rimmed Tires (Car, Pickup truck, Heavy Truck and Semi Tires)	\$135.00 Per Ton	\$175.50 Per Ton
Tires Larger Than 10 Inches in Width and 22 Inches in Diameter	Rates will cover actual disposal costs. Disposal costs vary with market pricing. Current rate sheets will be available upon request.	
Electronics	\$0.40 Per Pound	\$.52 Per Pound
Fluorescent Light Bulbs	\$1.00 Per Bulb	\$1.30 Per Bulb

d. Commercial Garbage Exceptions

Clean Yard or Green Waste Other Than Grass (Check-in at Scale House)	No Charge	No Charge
Clean Yard or Green Waste (Check-in at Dawn to Dusk Compost Yard)	\$70.00 per Week	\$91.00 per Week
Grass (Check-in at Scale House)	\$15.00 Per Truck Load	\$ 19.50Per Truck Load
Clean Metals or Appliances	No Charge (Non CFC)	No Charge (Non CFC)

The City Manager or his/her designee shall impose a fee of \$50.00 per load, in addition to any other charges otherwise due the City by commercial customers transporting unsecured loads, as defined in Sections 8.40.100(a) and 8.32.140(f) of the Casper Municipal Code, to the solid waste facility.

2. Other Solid Waste

- a. Minimum Charge – Unless Specified      \$59.00 Per Ton
- b. Waste Used as Alternate Daily Cover  
(ADC) or Clean Untreated Wood      \$29.00 Per Ton

- c. Petroleum Contaminated Soils with TPH DRO/GRO 8015 Test Results \$59.00 Per Ton\*  
\*After 300 tons disposed per project a reduced rate of \$35.00 may apply.

0-10,000 PPM TPH		No Lab Surcharge
10,000-15,000 PPM TPH	\$250.00	Lab Surcharge, Plus Any Required Additional Laboratory or Disposal Costs Over the Surcharge
15,000- PPM TPH	\$500.00	Lab Surcharge, Plus Any Required Additional Laboratory or Disposal Costs Over the Surcharge

NOTE: Laboratory Work Must be From a Local EPA-Certified Laboratory

- d. Friable Asbestos or Other Waste Requiring Special Handling \$85.00 Per Ton\*  
\*After one ton disposed per project a reduced rate of \$59.00 may apply.
- e. Trailers or Mobile Homes Too Large for Scale \$ 1,500 Minimum Additional Special Handling or Cell Development Fee May Apply
- f. Inert Waste (Construction and Demolition Waste that cannot be Baled) \$29.00 Per Ton Unlined Landfill Cell
- g. Mixed Wastes \$99.00 Per Ton

E. **CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR (CESQG) HAZARDOUS WASTE**

Rates will cover actual disposal costs. Disposal costs vary with market pricing and a current rate sheet will be available at the City's solid waste facility.

F. **ADOPT-A-STREET PROGRAM** Fees Waived

Certificates may be issued by the Solid Waste Division in cooperation with the Casper Adopt-A-Street Program. The Adopt-A-Street Program is operated by Keep Casper Beautiful in conjunction with the Casper Area Chamber of Commerce.

G. NON PROFIT THRIFT STORES

B.7. Fees Apply, with  
 B.7.c. Fees Waived  
 D.1.c. Fees Apply, with  
 Electronic Fees  
 Waived

H. COMPOST YARD PRODUCTS

Compost Yard Product	Description	Retail Price Per Cubic Yard or Per 5-gal	Wholesale Price Per Cubic Yard*
4" Natural Mulch	Single Ground Tree Branches or Clean Wood	\$12.50	\$8.50
4" Natural Mulch 5 Gallons	Single Ground Tree Branches or Clean Wood in reusable 5-gallon bucket.	\$0.35	Not Available
2" Natural Mulch	Double Ground Tree Branches or Clean Wood	\$16.50	\$12.50
2" Natural Mulch 5 Gallons	Double Ground Tree Branches or Clean Wood in reusable 5-gallon bucket.	\$0.50	Not Available
Natural Fine Mulch	Wood Fines from screened double ground tree branches or clean wood	\$9.00	\$6.00
Natural Fine Mulch 5 Gallons	Wood Fines from screened double ground tree branches or clean wood in a reusable 5-gallon bucket.	\$0.75	Not Available
Colored Mulch	Double Ground Tree Branches or Clean Wood that has been Dyed Red, Black, Gold, Brown or other color.	\$35.00	\$30.00
Colored Mulch 5 Gallons	Double Ground Tree Branches or Clean Wood that has been Dyed Red, Black, Gold, Brown or other color in reusable 5-gallon bucket.	\$1.00	Not Available
Compost	Composted Yard Waste	\$20.00	\$18.00
Compost 5 Gallons	Composted Yard Waste in reusable 5-gallon bucket.	\$1.00	Not Available
Screened Top Soil	Sod dirt or top soil that has been through a 1/2" screen.	\$25.00	Not Available
Amended Top Soil	A combination of top soil, sand, fine mulch and compost	\$35.00	Not Available
Wood Pallet AND SAND		FREE	FREE
5-gallon Bucket	A 5-gallon bucket with no lid to carry product	\$4.00 each**	Not Available
Loading	Loading of material to customer vehicle.	\$10 per load	Not Available
Loading with Yard Waste Incentive Voucher	Loading of material to customer vehicle if the customer is utilizing yard waste incentive vouchers for free Product.	\$15.00 per load	Not Available

\*Commercial company pre-ordered purchases only.

\*\*Price for 5-gallon bucket may vary with market costs.



I. COMMERCIAL EVENTS AND ACCIDENT SCENE STREET SWEEPING SERVICES

- 1. Commercial events and accident scene street sweeping services for special business events and accident scenes with responsible parties are determined by applying an hourly rate to the time to perform the service. An hourly rate of \$170 per hour is assessed Monday through Friday from 7 a.m. to 3 p.m. (normal operational hours) and an hourly rate of \$180 per hour is assessed during non-normal operational hours.

J. RESIDENTIAL YARD WASTE INCENTIVE PROGRAM

~~Natrona County residents may receive one free yard of any natural mulch product or compost with receipt for one yard of yard waste material (except grass) brought to the scale house (receipt must be within one year of the time they collect the natural mulch product or compost).~~ Natrona County residents may receive a voucher with a specific dollar value to use towards the purchase of compost or natural (non-colored) wood chips when they bring their yard waste to the compost yard. Only grass, leaves, twigs, and branches are eligible. One half (1/2) of a Pickup Truck Bed (a few bags or branches) = a \$2.00 voucher. A level Pickup Truck Bed = a \$5.00 voucher. A Heaping Pickup Truck Bed = a \$10.00 voucher. Vouchers cannot be exchanged for currency, they are not transferrable, and all vouchers expire one year from the issue date. Loading Fee with this program is \$15 per Load.

BE IT FURTHER RESOLVED: That Resolution No. 15-314 pertaining to fees for the collection, disposal or recycling of solid waste is hereby rescinded.

PASSED, APPROVED, AND ADOPTED this 3<sup>rd</sup> day of April , 2018.

APPROVED AS TO FORM:  
(Solid Waste Rates 2017/2018)



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

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

\_\_\_\_\_  
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*  
Carla Mills-Laatsch, Licensing Specialist  
**SUBJECT:** 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 17, 2018

Action type  
Public Hearing  
Minute Action

Recommendation  
That Council, by minute action, consider the application 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.

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

Financial Considerations  
None

Oversight/Project Responsibility  
Carla Mills-Laatsch, Licensing Specialist

Attachments  
Copy of Application  
Affidavit of Website Publication

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

**To be completed by City/County Clerk**

Local License # Resort #7

License Fees Annual Fee. \$ 1500.00 Date filed with clerk: 03 13 2018

Prorated Fee. \$ \_\_\_\_\_ Advertising Dates (2 Weeks) 04/5/2018 & 04/8/2018

Transfer Fee \$ \_\_\_\_\_ Hearing Date. 04 17 2018

Publishing Fee \$ \_\_\_\_\_

Publishing Fee Direct Billed to Applicant:

License Term 04 18 2018 Through 03 13 2019

Month Day Year Month Day Year

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

Applicant AVANA FUND I, LLC

Trade/Business Name (dba) Ramada Plaza Riverside Hotel & Convention Center Casper

Building to be licensed/Building Address. 300 W F STREET

Number & Street

Casper WY 82601 Natrona

City State Zip County

Mailing Address 300 W F Street

Number & Street or P.O. Box

Casper WY 82601

City State Zip

Business Telephone Number ( 307 ) 235-2531 Fax Number: ( 623-331 ) 6171

E-Mail Address \_\_\_\_\_

Brief legal description and the zoning of the licensed building or site for licensed building. W.S. 12-4-102 (a) (vi) An Irregularly shaped tract of land in the SE1/4NW1/4, Section 4 Township 33 north Range 79 west of the 6th P.M. Natrona County, Wyoming - Parcel # 33790420100100

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
<input checked="" type="checkbox"/> NEW LICENSE	<input checked="" type="checkbox"/> CITY OF <u>Casper</u>	<input type="checkbox"/> INDIVIDUAL
<input type="checkbox"/> TRANSFER OF LOCATION	<input type="checkbox"/> COUNTY OF _____	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> TRANSFER OWNERSHIP	<input type="checkbox"/> ASSIGNMENT LETTER ATTACHED	<input type="checkbox"/> LP/LLP
FORMERLY HELD BY _____		<input checked="" type="checkbox"/> LLC
		<input type="checkbox"/> CORPORATION
		<input type="checkbox"/> LTD PARTNERSHIP
		<input type="checkbox"/> ORGANIZATION
		<input type="checkbox"/> OTHER _____

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

<input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR)	<input type="checkbox"/> RESTAURANT LIQUOR LICENSE	<input type="checkbox"/> MICROBREWERY
<input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)	<input checked="" type="checkbox"/> RESORT LIQUOR LICENSE	<input type="checkbox"/> WINERY
<input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<input type="checkbox"/> BAR AND GRILL	<input type="checkbox"/> DISTILLERY SATELLITE
	LIMITED RETAIL (CLUB)	<input type="checkbox"/> WINERY SATELLITE
	<input type="checkbox"/> VETERANS CLUB	<input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
	<input type="checkbox"/> FRATERNAL CLUB	<b>SPECIAL DESIGNATIONS</b>
	<input type="checkbox"/> GOLF CLUB	<input type="checkbox"/> CONVENTION FACILITY
	<input type="checkbox"/> SOCIAL CLUB	<input type="checkbox"/> CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
		<input type="checkbox"/> GOLF CLUB
		<input type="checkbox"/> GUEST RANCH
		<input type="checkbox"/> RESORT

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

FULL TIME (e.g. Jan through Dec)  SEASONAL/PART-TIME  NON-OPERATIONAL/PARKED

(specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)

from \_\_\_\_\_ to \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6**

- BUILDING OWNERSHIP Does the applicant? W.S. 12-4-103 (a) (iii)
  - OWN the licensed building?  YES (own)
  - LEASE the licensed building? (Lease must be through the term of the liquor license)  YES (lease)

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

  - When the lease expires, located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease
  - Where the Sales provision for alcoholic or malt beverages is located, on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

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

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)  YES  NO
- If "YES", explain: \_\_\_\_\_

5. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102 (a) (ii) & (iii)  
 Each individual, partner or club officer must complete the box below.

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

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

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

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

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

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

**7. BAR AND GRILL LICENSE:**

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

**8. RESTAURANT LICENSE:**

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

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

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

**9. RESORT LICENSE:**

Does the resort complex:

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

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

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

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO

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

**10. MICROBREWERY LICENSE:**

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

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

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

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

**11. WINERY LICENSE:**

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

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

**12. LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

**13. LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

**14. LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

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

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

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

15. LIMITED RETAIL (CLUB) LICENSE:

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

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

STATE OF ~~WYOMING~~ ARIZONA )  
 ) SS.  
COUNTY OF Maricopa )

Signed and sworn to before me on this 8th day of March,

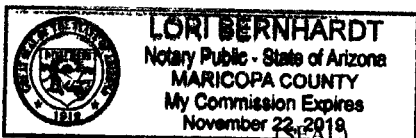
2018 that the facts alleged in the foregoing instrument are true by the following:

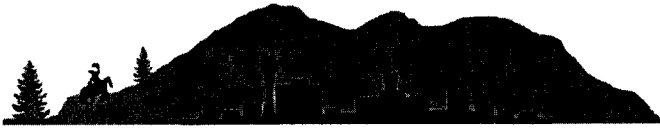
1)	<u>[Signature]</u> (Signature)	<u>Jagruti Patel</u> (Printed Name)	<u>Member</u> Title
2)	_____ (Signature)	_____ (Printed Name)	_____ Title
3)	_____ (Signature)	_____ (Printed Name)	_____ Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title
6)	_____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

[Signature]  
Signature of Notary Public

My commission expires: November 22, 2019





AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming )  
County of Natrona )

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

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 04/04/2018 and ended on 04/18/2018 and
- Attached is image of the Notice as actually posted on the City of Casper website ([www.caserwy.gov](http://www.caserwy.gov)) for the entire period referenced above.

By: Paula Mills-Foatack Date: 03/27/2018

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

27<sup>th</sup> day of March, 2018

Kendi Reed

Provide to City of Casper Central Records

## Avana Fund I, LLC

Notice is hereby given that on the 13 day of March, 2018, Avana Fund I, LLC d/b/a Ramada Plaza applied for a new Resort Liquor License No. 7 in the office of the Clerk of the City of Casper, Wyoming for the following described place 300 West F street, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 17th day of April, 2018 in the City Council Chambers at 200 North David.

Dated: 3/27/2018



April 2, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *eb*  
SUBJECT: Public Hearing for Citizen Input Regarding the Disposition Options for the former Plains Furniture properties

Meeting Type & Date:

Regular Council Meeting, April 17, 2018.

Action Type:

Public Hearing

Recommendation:

That Council, following a public hearing, direct staff to proceed with securing updated property appraisals, and preparing any required documents with Council-specified directives, for the sale of the various properties in the David Street and Ash Street block.

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.

Notice of the public hearing was published in the Casper Star-Tribune in accordance with Wyoming State statute.

Financial Considerations:

None at this time.

Oversight/Project Responsibility:

Community Development Department/Planning Division.

Attachments:

Map of properties

# Boundaries of Property Parcels



**Legend**

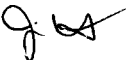
- Former Plains Property
- Former Livery Stable



NOT TO SCALE

April 9, 2018

**MEMO TO:** His Honor, Mayor Ray Pacheco

**FROM:** John Henley, City Attorney 

**SUBJECT:** Mobile Vendor Ordinance as Amended on First Reading

Meeting Type & Date

Regular Council Meeting

April 17, 2018

Action type

Ordinance

Recommendation

That Council, by ordinance, adopts the Mobile Vendor Ordinance as Amended on second reading.

Summary

Substantial changes to the Mobile Vendor ordinance by last week's amendments, have been incorporated into the Amended Ordinance, attached. The principal changes were to diminish the necessity for a Mobile Vendor Parking Permit (MVPP) from city wide to just Second Street from Durbin to David and then to add the establishment of an annual permit for all mobile food vendors.

In discussing the annual permit addition with the City Clerk's Office, there is already a permit which the City issues, entitled "Health License-Mobile Food Vendor", a copy of the most recent one issued is attached also. The Clerk says that the information provided to get this permit would not be supplemented by a new permit for mobile food vendors. Thus, the already established "Health License-Mobile Food Vendor" permit, which costs \$75.00, has been incorporated as the annual permit for mobile food vendors in the amended ordinance. In the amended ordinance it is referred to as the Health License-Mobile Food Vendor Permit (Health-Mobile Food Permit).

Because of this addition to the ordinance, those with a Health-Mobile Food Permit are specifically exempted from other portions of the code which address "itinerant merchants." The permit in the original ordinance, the Mobile Vendor Parking Permit (MVPP) has been substantially curtailed to just the three (3) block face portion of Second Street. The references to the Downtown Development District and the Old Yellowstone District have been completely removed; so too have Mobile Vendor Parking Permits, except for the "Downtown – Second

Street” which is defined as Casper’s Second Street bounded on the east by Durbin Street and the West by David Street.

Also in accord with the amendments the hours of operation for those holding MVPPs are extended, for all days of the week, and substantially extended for Saturdays, Sundays and Holidays.

The number of MVPPs has been increased to ten (10) per month.

Because the thrust of the original ordinance was primarily for parking regulation the penalties were compounded to prevent some from essentially thumbing their nose at the required parking fee (\$10.00) in the original ordinance for most of the city parking.

Since the essence of the ordinance has been curtailed and there are no more \$10.00 permits the penalty for a violation are not compounded for a multiple hour breach; also the upper penalty range which is, for a misdemeanor violation, usually \$750.00 has been curtailed to a \$100.00 to \$500.00 fine. There may have been a bit of extrapolation here, so please pay particular attention to this when considering your future amendments.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

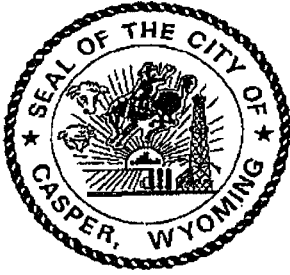
City Clerk’s Office

Attachments

Ordinance as Amended of First Reading

Copy of most recently issued Health –Mobile Food Permit

**City of Casper Wyoming**



The CITY OF CASPER hereby grants the licensee named hereon, permission to carry on the Business of Health in the City of Casper, Wyoming from 04/06/18 to 06/30/18, inclusive, and acknowledges receipt of the license fee of \$75.00

**HEALTH LICENSE-MOBILE FOOD VENDOR**

BY: Fleur Tremel – B Parker  
City Clerk of the City of Casper, Wyoming

Name of Licensee:

**HQ BBQ-MOBILE  
70 S CURTIS ST  
EVANSVILLE WY 82636**

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:

**Section 10.36.031 of the Casper Municipal Code is hereby created to read as follows:**

**1.A. Mobile Vendor Parking Permit Required.**

2. (1). It is unlawful for the owner, or any other person, to permit the operation of a Mobile
3. Food Vendor Vehicle in the City of Casper without first obtaining an annual Health
4. License-Mobile Food Vendor Permit (Health-Mobile Food Permit) as provided in the
5. Casper Municipal Code 8.04.020A2.
  
6. (2). The purchase of a Health-Mobile Food Permit shall not be a substitute for, or affect
7. in any way, the necessity of obtaining other licenses as are required by city, county, state
8. and/or federal governments' laws and regulations, except that any vendor issued a Yearly
9. Health License-Mobile Food Permit shall be exempt from the provisions of the Casper
10. Municipal Code Ch. 5.38 - Itinerant Merchants/Unsolicited Salesmen.
  
11. (3.) It is unlawful for a mobile vendor to operate a mobile vendor vehicle on the
12. Downtown – Second Street without an appropriate Mobile Vendor Parking Permit
13. (MVPP).

**14. B. Definitions**

15. For purposes of this Ordinance the following terms are defined:
  
16. (1). “Block face” – both sides of a public street between two consecutive intersecting
17. public streets.
  
18. (2). “Downtown – Second Street” – is limited to Casper’s Second Street bounded on the
19. east by Durbin Street and the west by David Street.

20. (3.) “Mobile Vendor” is the owner, operator and/or employees operating a “Mobile  
21. Vendor vehicle.”
22. (4). “Mobile Vendor Vehicle”- a mobile vendor vehicle is a vehicle or trailer which  
23. operates as a platform for an exchange of goods or services for payment; a food truck is  
24. an example, but the definition encompasses an exchange for value, of all other goods and  
25. services, as well.
26. (5.) Mobile Vendor Parking Permit (MVPP) – A permit of limited number and of limited  
27. duration granted for the operation of a mobile vendor vehicle on the Downtown Second  
28. Street.

29. **C. General Limitations, Restrictions and Rules**

30. (1). Mobile vendors shall not use any public alleyway as a parking area within the City of  
31. Casper.
32. (2). Garbage collection and site cleanup are the responsibility of the permit holder;  
33. subsequent permit applications may be denied should this obligation not be fulfilled.
34. (3). A MVPP shall not be required for any mobile vendor that is parking within an area  
35. on a street that has been closed or partially closed pursuant to any city-issued street  
36. closure permit.
37. (4). The purchase of an annual Health-Mobile Food Permit and/or a MVPP shall not  
38. allow a vendor to park on parkways or in handicapped parking spaces, loading zones,  
39. school-related critical parking zones, fire lanes, bus stops, or similarly restricted special  
40. parking places. Vendors are not allowed to park in a way that would obstruct any  
41. pedestrian ramp, fire hydrant, driveway, garage, or vehicular traffic lane.
42. (5). Mobile vendor vehicles shall position their vehicle or trailer in a manner that will  
43. allow all individuals to access the vehicle or trailer from a sidewalk, closed or barricaded  
44. road surface -protected from moving vehicles, or from private property. A mobile vehicle  
45. vendor shall not operate in a manner that requires individuals to walk or stand in the  
46. driving areas or parking areas of the right-of-way, except to the extent that these  
47. individuals are within the physical confines of the vendor’s vehicle or trailer or a closed  
48. or barricaded portion of a parking area, which is protected from moving vehicles.
49. (6). Mobile vehicle vendor operators shall not place any equipment, furnishings, signs,  
50. tents, or any other items on the right-of-way, the parkway, or on any public sidewalk.
51. (7). The purchase of a Health-Mobile Food Vendor Permit and/or a MVPP shall not grant  
52. exemptions from parking restrictions related to snow emergencies or any legal street  
53. closure or restriction.

54. (8). Signs informing the public, of the reserved spacing pursuant to a MVPP, may be  
55. posted on the curb or sidewalk of reserved street parking spaces, but such signs cannot be  
56. displayed until 30 minutes before the start-time of the permit.

57. (9). No vehicle associated with the mobile vendor's operation pursuant to a MVPP,  
58. including pull vehicles, support vehicles, and/or employee's/ worker's vehicles may park  
59. on the same block as the MVPP unless the vehicles are parked within the reserved spots  
60. as specified by the MVPP.

61. (10). City electrical outlets (typically used for Christmas lights) may not be used by  
62. mobile vendors unless written approval is granted by the City Park & Recreation  
63. Department, after paying a \$15.00 per day fee and posting a \$300.00 damage deposit  
64. with the City Clerk's office.

65. **D. Parking Permit Types and Costs.**

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

70. 2. Two types of permits shall be available for purchase:

71. (A) Health License-Mobile Food Vendor Permits. These permits are currently issued by  
72. the City Clerk's office. Such permit for mobile food vendors' vehicles is required to  
73. lawfully operate within the City of Casper. The cost is \$75.00, annually-fiscal year.

74. (B) Mobile Vendor Parking Permit (MVPP).

75. (a)(i). A MVPP allows a mobile vendor vehicle on the permit to park on the Downtown  
76. Second Street with certain restrictions.

77. (a)(ii). No MVPP may be issued to one applicant for more than two (2) consecutive days  
78. on the same block face.

79. (a)(iii). A MVPP may be purchased up to ten (10) days in advance of the requested  
80. parking date. The day of the requested parking date is day 1 for purposes of counting  
81. back to the earliest application date. This means that the earliest date to request a Friday  
82. reserved parking date, is the Wednesday the week before the Friday requested; for a  
83. Saturday request the earliest date to make application is the Thursday the week before the  
84. requested Saturday, etc.

85. (a)(iv). Hours: Monday-Friday: Hours of set up and operation are limited for a  
86. Downtown Second Street location to a start time of 3:00 p.m. until 3:00 a.m. the  
87. following morning.



88. (a)(v). Hours: Saturdays, Sundays, and designated holidays and Parade Day (but not on  
89. the parade route), the hours of parking/operation for a MVPP begins at 6:00 a.m. and  
90. expires at 3:00 a.m., the following morning.
91. (a)(vi). A maximum of ten (10) MVPPs for all applicants can be issued for all applicants  
92. in any one calendar month for any one block face.
93. (b.) MVPP Application and Permit Contents. The MVPP permit application form shall  
94. require the vendor to specify and the permit shall state on its face:
95. (i). The street legal vehicles or street legal trailers that will be operating under the MVPP,  
96. including the vehicles' license numbers and the owner of such vehicle and/or trailer  
97. and/or bus, with emergency contact cell/phone number;
98. (ii). The date or dates for which the permit is requested;
99. (iii). The parking lot or block on which the vendor wishes to operate. The block shall be  
100. identified by the street, and the side of the street, on which the vehicle or trailer will be  
101. parked, along with the two nearest cross streets in both directions from the desired  
102. location.
103. (iv). The parking spot or spots that the vendor wishes to occupy, if available.
104. (v). The MVPP application must also be co-signed by a Downtown business owner,  
105. Downtown business manager, or Downtown real property owner on the block face for  
106. which a MVPP is requested and that business property must be within 100 (one hundred)  
107. feet of the nearest requested parking space.
108. (vi). Information deemed helpful or relevant by the City Clerk's office for the issuance of  
109. or enforcement of a MVPP.
110. (vii). The MVPP shall be posted conspicuously upon the Mobile Vendor's Vehicle, as  
111. will the Health-Mobile Food Vendor Permit for mobile food vendors, which verifies the  
112. applicant's approval from the Health Department, Building Department, and Fire  
113. Department.

114. **E. Notice to Downtown Development Authority**

115. When a complete MVPP application has been filed, the City Clerk's office shall e-mail a  
116. notice of filing to the Downtown Development Authority.

117. **F. Penalties.**

118. 1. Parking without required Mobile Vendor Permit and/or MVPP.

119. (i) If a mobile vendor is parked for operation in the City of Casper, without the correct  
120. permit(s) as stated herein, such conduct shall constitute a misdemeanor.

121. (2). Clean up of area.

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

127. (b). A violation of this Ordinance/Chapter shall constitute a misdemeanor punishable by  
128. a fine of no less than One Hundred Dollars (\$100.00) and no more than Five Hundred  
129. Dollars (\$500.00).

130. (3). Loss of MVPP application privilege.

131. Two or more violations of this Ordinance/Chapter within a nine month period shall result  
132. in a revocation of the owners' and business' ability to apply for a MVPP, for a period of  
133. six (6) weeks, which period of time shall commence as determined by the City Clerk, but  
134. no later than three (3) weeks after a plea of guilty, payment of fine, a nolo contendere plea  
135. 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

April 5, 2018

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

FROM: John Henley, City Attorney *JH*

SUBJECT: An Ordinance Repealing Casper Municipal Code Chapter 2.60 Pertaining to the Public Service Code of Ethics

Meeting Type & Date

Regular Council Meeting, April 17, 2018

Action type

Ordinance

Recommendation

That Council, approve an Ordinance repealing Casper Municipal Code Chapter 2.60 – Public Service Code of Ethics.

Summary

The Council requested an Ordinance to repeal Casper Municipal Code Chapter 2.60 – Public Service Code of Ethics. An ordinance to do so is attached for your review.

Staff presented City Council, at the March 21, 2018, Work Session, a proposal to repeal and replace Casper Municipal Code Chapter 2.60. Council's direction was to repeal Casper Municipal Code Chapter 2.60, but wait, until Councilman Huber was sworn in, to determine if an appropriate replacement would be necessary.

Financial Considerations

No Financial Considerations.

Oversight/Project Responsibility

No oversight responsibility.

Attachments

Ordinance for Repeal of Chapter 2.60 of the Casper Municipal Code.

ORDINANCE NO. 5-18

AN ORDINANCE REPEALING CASPER MUNICIPAL CODE CHAPTER 2.60  
PERTAINING TO THE PUBLIC SERVICE CODE OF ETHICS

WHEREAS, the Casper City Council has determined that the public services code of ethics, specifically Casper Municipal Code Chapter 2.60, has portions which seem overly broad and aspirational; and,

WHEREAS, the Casper City Council, has determined that Casper Municipal Code Chapter 2.60 should be repealed.

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

SECTION 1:

That Chapter 2.60 of the Casper Municipal Code, pertaining to the Public Service Code of Ethics is hereby repealed.

SECTION 2:

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 \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM;

  
\_\_\_\_\_

CITY OF CASPER, WYOMING

A Municipal Corporation

ATTEST:

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

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

March 29, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Fleur Tremel, Assistant to the City Manager *FT*  
SUBJECT: Transition to a Full-time Judge in Municipal Court

Meeting Type and Date:

Council Meeting  
April 17, 2018

Action Type:

Resolution

Recommendation:

That Council, by resolution, transition to a full-time judge model.

Summary:

The City of Casper's Municipal Court has employed part-time judges for the last seventeen (17) years. Currently, the City employs three (3) part-time judges. These judges cover the bench and a court administrator covers the administration of court staff.

In the past, the court has employed full-time judges. The two most recent periods during which the court operated with full-time judges lasted for approximately one (1) year at a time.

City Council directed staff to look into and analyze full-time judges and part-time judges. Staff used information from past councilmembers who were present when the court had full-time judges, the Cheyenne Court Judge, Cheyenne Judicial Assistant, Cheyenne Human Resources Department, and the City's current part-time judges.

After hearing about both models at three work sessions Council advised that they would like to move to the full-time judge model. Under this resolution this change would go into effect on July 1, 2018.

**Staffing:** Presently, the City of Casper Municipal Court employs three (3) part-time judges, one (1) court administrator, who also serves as the Assistant to the City Manager, four (4) clerks, one (1) court analyst, and two (2) part-time bailiffs.

Staff presents the following information for your reference and consideration:

1) Current Model of Municipal Court Judge Staffing:

Part-Time Judge #1 (no benefits)	\$56,443.00
Part-Time Judge #2 (no benefits)	\$56,443.00
Part-Time Judge #3 (no benefits)	\$56,443.00
Total	\$169,329.00
Substitute Judge (Deducted from Judge's Salary)	\$80.00/hr

2) Analysis of One Full-Time Judge and One Part-Time Judge:

Full-Time Judge (maximum salary)	\$90,000.00
Benefits	\$35,019.00
Part-Time Judge (no benefits)	\$40,000.00
Total	\$165,019.00
Substitute Judges (Deducted from Part-Time Judge's Salary)	\$80.00/hr

**Case Load:** Cheyenne and Casper Municipal Courts both handle the same types of violations. In a three-year average, Cheyenne Court handled 11,401 varied cases per year. Casper Municipal Court handled, on average, 10,761 varied cases per year during the same three-year period.

**Cost:** The City of Casper currently pays a total of \$169,329.00 for three part-time judges. The City of Cheyenne pays a total of \$157,929.00 for one full-time judge and one part-time judge. The City of Casper could pay a full-time judge \$90,000 with a fully-loaded benefits package, which would cost \$35,019. Then, if the City paid one part-time judge \$40,000.00, the total cost would be \$165,019.00.

**Administration:** Administration of the court under the full-time model would be handled in the same way as administration in the City Attorney's office. That is, the Judge would act as the supervisor for Court staff, but the Budget aspects would fall under the purview of the City Manager.

**Oversight:** Human Resources will aid Council with the hiring of a full-time Judge and after that the Court will be managed by the full-time judge.

Attachments:  
Resolution

## RESOLUTION NO.18-71

A RESOLUTION MODIFYING THE CITY OF CASPER MUNICIPAL COURT, BY CREATING A FULL-TIME PRESIDING JUDGE AND PART-TIME JUDGE POSITION, AND PROVIDING FOR SUSPENSION, DISCIPLINE OR REMOVAL OF MUNICIPAL COURT JUDGES.

WHEREAS, the City Council of City of Casper, Wyoming, has asked that a resolution be passed to transition from three (3) Part-time Judges to one (1) Full-time Judge and one (1) Part-time Judge.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the City of Casper adopts this Resolution for the purpose of transitioning to a Full-time Judge model:

### **1. Judicial Power.**

The judicial power of the City shall be vested in the Municipal Court.

### **2. Full- and Part-time Judges.**

The Municipal Court shall be presided over by a full-time judge and one or more part-time judges, based on budgetary constraints and judicial staffing needs.

### **3. Presiding Judge-Duties.**

There shall be a Presiding Judge designated by the Governing Body. The Presiding Judge shall be responsible for the daily operation and administration of the judicial function of the municipal court. The Presiding Judge shall prescribe and adopt rules of practice and procedure for the Municipal Court not inconsistent with this resolution or the laws of this State. In addition, the Presiding Judge shall oversee the docket or dockets for the trial and disposition of matters before the court. The Presiding Judge shall prepare for presentation and approval to the City Manager the budget of the Municipal Court.

### **4. Part-time Judge.**

The part-time judge shall meet all of the qualifications of full-time judges. Unless otherwise authorized by the Governing Body, the part-time judge shall serve a minimum of 250 hours per year.

### **5. Selection of Municipal Court Judges.**

All full-time and part-time judges of the Municipal Court shall be selected and appointed by the Governing Body.



**6. Judges – Suspension, Discipline, and Removal.**

Judges of the Municipal Court shall be subject to discipline, suspension or removal as provided in the in City of Casper Personnel Rules and Regulations and/or the Wyoming Supreme Court Rules relating to Judicial Conduct.

**7. Judge Pro-Tempore.**

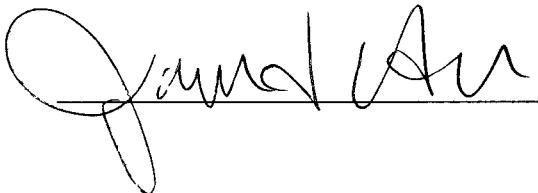
- a. In the event a Municipal Court Judge is temporarily unable to preside due to absence, illness, or disqualification, the Presiding Judge, or in the Presiding Judge's absence, another Municipal Court Judge shall select an attorney(s) to act as Judge Pro-Tempore. The Presiding Judge may also utilize Judge Pro-Tempore in circumstances where additional dockets are necessary due to the numbers of pending cases before the court.
- b. The Presiding Judge shall maintain a list of no fewer than three (3) names of persons qualified to serve as a Municipal Judge.
- c. The list of Pro-Tempore judges shall be reviewed by the Finance, Administration and Economic Development Committee each September.
- d. The Presiding Judge or designee shall designate the persons to be called from the list.

**8. Adherence to City Policies.**

It is the expectation of the Governing Body that the Presiding Judge shall insure Municipal Court adherence to the administrative, personnel, budget, and operational policies of the City in the conduct of the business of the court.

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

April 10, 2018

**MEMO TO:** J. Carter Napier, City Manager *JN*  
**FROM:** Jolene Martinez, Assistant to the City Manager  
**SUBJECT:** 2018 Council Goals

**Meeting Type & Date**

Council Meeting April 17, 2018

**Action Type**

Resolution

**Recommendation**

That Council by resolution adopt the 2018 Council Goals

**Summary**

Council held two planning sessions to outline its strategic goals and directed staff to develop objectives and tasks to meet the goals. Staff worked within their area of responsibility and drafted objectives and tasks for Council consideration. At the March 27, 2018 work session, Council reviewed the draft 2018 plan and asked that it be moved forward for formal adoption.

**Financial Considerations**

Council goals will drive budget priorities.

**Oversight/Project Responsibility**

Carter Napier, City Manager

**Attachments**

Resolution

RESOLUTION NO.18-72

A RESOLUTION ADOPTING 2018 CASPER CITY COUNCIL GOALS.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following are hereby adopted as the 2018 Casper City Council Goals.

CITY COUNCIL GOALS  
2018

- Improve Public Safety and Enhance the Efficiency of Police and Fire Operations
- Coordinate and Prioritize Infrastructure Development for Long-Term Sustainability
- Educate City of Casper Employees and Citizens about One Cent Optional Sales Tax
- Increase Opportunities for Public Engagement

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 16, 2018

MEMO TO: J. Carter Napier, City Manager JCN  
FROM: Andrew Beamer, P.E., Public Services Director AB  
Bruce Martin, Public Utilities Manager  
SUBJECT: Authorizing Outside-City Water Service Contract with Frank Miles Hartung and Ruth H. Doyle

Meeting Type & Date  
Regular Council Meeting  
April 17, 2018

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize a Contract for Outside-City Water Service with Frank Miles Hartung and Ruth H. Doyle

Summary  
This parcel of land is located on the north side of Southeast Wyoming Boulevard approximately one-half mile east of Casper Mountain Road. This contract provides for Outside-City water service.

The City of Casper is constructing the Southeast Casper Zone III Water System Improvements Project. Upon completion of the project, a 16" water line will be available adjacent to the owners property for them to connect to.

This property is not contiguous to the Casper City limits; a Commitment to Annex has been signed as it is within Casper's growth boundary.

The Casper Public Utilities Advisory Board conceptually approved the contract at its February 28, 2018 meeting and has recommended Council approval.

Financial Considerations  
No financial considerations

Oversight/Project Responsibility  
Bruce Martin, Public Utilities Manager

Hartung - Doyle  
Contract for Outside-City Water Service

Page 1 of 2

Attachments  
Resolution  
Agreement  
Commitment to Annex

## CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this 19 day of March, 2018, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Frank Miles Hartung and Ruth H. Doyle, 1192 Mile-Hi Drive, Casper, Wyoming 82604; hereinafter referred to as "Owner."

### RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A" being a portion of the N1/2SE1/4, and SW1/4SE1/4, Section 21, Township 33N, Range 79W of the 6<sup>th</sup> P.M., Natrona County, Wyoming, with the address of 4200 Southeast Wyoming Boulevard, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit "A"; and,
- C. Owner can connect by a service line(s) into the 16-inch water main located adjacent to their property; and,
- D. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

#### 1. Service

- a. The property served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted two (2)  $\frac{3}{4}$ " water service connections and meters to the property shown on Exhibit "A." No other properties may be served from these connections.
- c. The Owner shall install two  $\frac{3}{4}$ -inch or 1-inch water service lines from the building(s) to be served to the curb box or meter pit at the property line at the Owner's sole cost and expense. The water service line curb box shall be installed approximately ten (10) feet from the transmission line.
- d. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

#### 2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper

relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in



every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in the area at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:
- |  |   |
|--|---|
| Frank Miles Hartung and Ruth H. Doyle<br>1192 Mile-Hi Drive<br>Casper, Wyoming 82604 | City of Casper<br>Attn: Public Services Director<br>200 North David<br>Casper, WY 82601 |
|--|---|
- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

W. Miles Hartung 6/6

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

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

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

OWNER:

OWNER:

Frank Miles Hartung  
Frank Miles Hartung

Ruth H. Doyle  
Ruth H. Doyle

The undersigned mortgagee for Frank Miles Hartung and Ruth H. Doyle hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

N/A  
MORTGAGEE

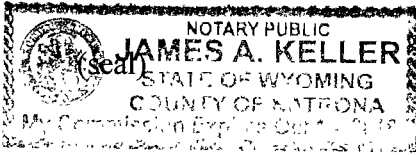
By: \_\_\_\_\_

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

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 19 day of March, 2018  
by Frank Miles Hartung.

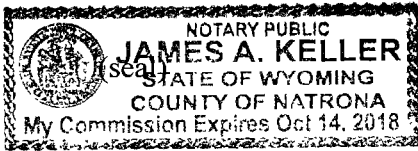


James A. Keller  
NOTARY PUBLIC

My commission expires: Oct 14 2018

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 19 day of March, 2018  
by Ruth H. Doyle.



James A. Keller  
NOTARY PUBLIC

My commission expires: Oct 14 2018

STATE OF WYOMING )  
 ) ss.  
COUNTY OF Natrona )

NA

This instrument was acknowledged before me this 19 day of March, 2018, by  
\_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_ the Mortgagee.

(seal)

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

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

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018  
by Ray Pacheco as the Mayor of City of Casper, Wyoming, a Wyoming Municipal Corporation.

(seal)

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

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

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

We, Frank Miles Hartung and Ruth H. Doyle,  
respectively the owner(s) and mortgagee of the following described real estate located in Natrona  
County, to-wit:

4200 SOUTHEAST WYOMING BOULEVARD  
CASPER, WYOMING

A TRACT OF LAND BEING A PORTION OF THE N½SE¼ AND SW¼SE¼, SECTION 21,  
TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6<sup>TH</sup> P.M., NATRONA COUNTY,  
WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NE¼ SE¼ OF SAID SECTION 21;  
THENCE N.89°50'E., 998.94 FEET TO A POINT; THENCE S.0°05'E., 666.02 FEET TO A  
POINT; THENCE S.89°50'W., 665.96 FEET TO A POINT; THENCE S. 0°05'45"E., 666.02  
FEET, TO A POINT; THENCE S.89°51'W., 333.18 FEET TO A POINT; THENCE S.0°05'E.,  
578.60 FEET TO A POINT; THENCE S.89°55'W., 666.69 FEET TO A POINT; THENCE  
N.0°03'W., 1,059.12 FEET TO A POINT; THENCE N.89°51'E., 666.13 FEET TO A POINT;  
THENCE N.0°05'W., 850.65 FEET TO THE NORTHEAST CORNER OF THE NE¼SE¼ OF  
SAID SECTION 21 AND THE POINT OF BEGINNING.

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the  
annexation of the above-described property to the City of Casper, Wyoming at the request of the  
Casper City Council or on a property owner's petition. The undersigned further waive any  
statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and  
shall be included in every sale, conveyance or mortgage involving the above-described property.  
This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs,  
successors, and assigns forever.

19 Mar 2018  
Date

Frank Miles Hartung  
Frank Miles Hartung  
OWNER

MARCH 19, 2018  
Date

Ruth H. Doyle  
Ruth H. Doyle  
OWNER

Date

N/A  
MORTGAGEE

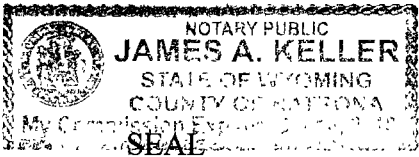
By: \_\_\_\_\_

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

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 19 day of March,  
20 18, by Frank Miles Hartung, as OWNER.

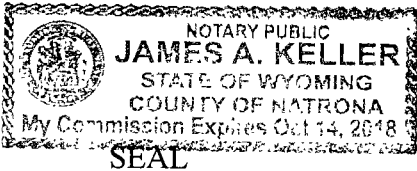


James A. Keller  
Notary Public

My commission expires: Oct 14 2018

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 19 day of March,  
20 18, by Ruth H. Doyle, as OWNER.



James A. Keller  
Notary Public

My commission expires: Oct 14 2018



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

N/A

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, MORTGAGEE.

\_\_\_\_\_  
Notary Public

SEAL

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

RESOLUTION NO. 18-73

A RESOLUTION AUTHORIZING A CONTRACT FOR  
OUTSIDE-CITY WATER SERVICE WITH FRANK MILES  
HARTUNG AND RUTH H. DOYLE

WHEREAS, Frank Miles Hartung and Ruth H. Doyle have requested outside-City water service from the City of Casper; and,

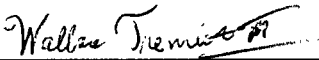
WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Outside-City Water Service with Frank Miles Hartung and Ruth H. Doyle, 1192 Mile High Drive, Casper, Wyoming 82604.

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 14, 2018

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing a Contract for Professional Services with WWC Engineering in the amount of \$207,200, for the Midwest Avenue Reconstruction Project – David Street to Elm Street, Project No. 17-031

Meeting Type & Date:

Regular Council Meeting

April 17, 2018

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with WWC Engineering (WWC) for bidding, and construction administration for the Midwest Avenue Reconstruction Project – David Street to Elm Street, Project No. 17-031, in the amount of \$207,200.

Summary:

WWC is currently under contract with the City of Casper for the Midwest Avenue Reconstruction Project. Their contract provides design services to reconstruct Midwest Avenue between Poplar Street and David Street.

WWC has completed the design services, and successfully negotiated the necessary easements to reconstruct Midwest Avenue between David Street and Elm Street. This contract will provide construction administration services for this phase of the project. Construction administration services include construction observation and inspection by a resident engineer and a technician. These duties include material testing, field surveying, reviewing and preparing construction pay estimates, preparing record drawings showing actual as-constructed conditions of the project, meetings with the Owner and contractor, and review and approval of shop and material product data.

Financial Considerations

Funding for the project will be from Optional One Cent #14 funds allocated to the project.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer

Attachments

Resolution

Agreement

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 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. WWC Engineering, 5810 East 2<sup>nd</sup> Street, Suite 200, Casper, Wyoming 82609 (“Consultant”).

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

### RECITALS

A. The City is undertaking a project to reconstruct Midwest Avenue between David Street and Elm Street.

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

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

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

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

1. SCOPE OF SERVICES:

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

- A. The work described in a letter from the Consultant dated February 2, 2018, attached as Exhibit “A,” for lighting design along Ash Street between West Yellowstone and Midwest Avenue and for additional design services along Midwest Avenue between Elm Street and David Street.
- B. Advertising and Bidding for the Reconstruction of Midwest Avenue between David Street and Elm Street.

1. The Contractor shall utilize and maintain project information with City of Casper's QuestCDN website for the following: advertisement, distributing addenda and bidding information to planholders, uploading project documents including all plans and specifications, and distributing bid tabulations to planholders.

C. Construction Services for the Reconstruction of Midwest Avenue between David Street and Elm Street:

1. General Administration of Construction Contract. Contractor shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Contractor, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Contractor and Owner may otherwise agree in writing. All of Owner's instructions to Successful Bidder(s) (Construction Contractor(s)) will be issued through Contractor who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Contractor shall meet with Owner throughout the construction phase as deemed necessary by the Contractor or Owner, but not less than one (1) time per week.
2. Pre-construction Conference. Contractor shall organize and conduct a pre-construction conference with the Successful Bidder, and shall invite of all affected utilities, the City staff, and the project team. The Contractor will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Contractor will deliver five (5) copies of the Contract Documents to the Successful Bidder.
3. Project Coordination. Contractor shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Successful Bidder(s) while it is in progress:
  - a. Contractor shall make visits to the site at intervals appropriate to the various stages of construction as Contractor deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Successful Bidder(s)' work. Contractor shall

provide the services of a Resident Project Representative (RPR) at the site to assist Contractor and to provide observation of such Work. Based on information obtained during such site visits and on such observations, Contractor shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Contractor shall keep Owner informed of the progress of the Work. The RPR will be on site for an average of six (6) hours per day, depending on the activities of the Successful Bidder and the progression of the Work.

- b. The RPR will be Contractor's agent or employee and under Contractor's supervision.
  - i. The purpose of Contractor's visits to and representation by the RPR at the site will be to enable Contractor to carry out the duties and responsibilities assigned to, and undertaken, by Contractor during the construction phase, and, in addition, by exercise of Contractor's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Successful Bidder(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Successful Bidder(s). Subject to other terms of this agreement, Contractor shall not, during such visits or as a result of such observations of Successful Bidder(s)' Work in progress, supervise, direct, or have control over Successful Bidder(s)' Work, nor shall Contractor have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Successful Bidder(s), for safety precautions and programs incident to the Work of Successful Bidder(s) or for any failure of Successful Bidder(s) to comply with Laws and Regulations applicable to Successful Bidder(s) furnishing and performing their Work.
  - ii. Accordingly, Contractor can neither guarantee the performance of the construction contracts by Successful Bidder(s) nor assume responsibility for Successful Bidder(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Contractor shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Successful Bidder(s) and may disapprove or reject Work as failing to conform to the Contract Documents.
- c. Contractor shall prepare daily reports of the Successful Bidder(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of all materials installed each day, and any and all pertinent conversations with the Successful Bidder(s) or other entities on

behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.

- d. Contractor shall maintain a digital photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the photo number. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.
  - e. Contractor shall maintain a correspondence file, including but not limited to, all memoranda, correspondence, and minutes of the progress meetings.
  - f. During construction, progress meetings to include Owner's representative, Contractor, and Successful Bidder(s) and Successful Bidder(s)' Subcontractors, as applicable, shall be held on a weekly basis. Contractor shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.
  - g. In order to track progress of construction, Contractor shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Successful Bidder(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Contractor during that week of construction activity. Contractor shall sign this report and obtain a signature from the Successful Bidder(s) that he is in agreement.
5. Construction Staking. Contractor shall provide limited construction staking services for the Successful Bidder(s), as follows:
- a. Establish horizontal and vertical control for construction.
  - b. All staking will be done once, and Successful Bidder(s) will be responsible for additional staking at his cost.
6. Defective Work. During such visits and on the basis of such observations, Contractor may disapprove of or reject Successful Bidder(s)' Work while it is in progress if Contractor believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
7. Interpretations and Clarifications. Contractor shall issue necessary interpretations and clarifications of the Contract Documents and in connection

therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.

8. Shop Drawings. Contractor shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Successful Bidder(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
9. Substitutes. Contractor shall evaluate and determine the acceptability of substitute materials and equipment proposed by Successful Bidder(s).
10. Inspection and Tests. Contractor shall provide for material testing as specified in the Contract Documents and the City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements.
11. Disputes between Owner and Successful Bidder. Contractor shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Successful Bidder(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Contractor shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Successful Bidder(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
12. Applications for Payment. Based on Contractor's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
  - a. Contractor shall determine the amounts owing to Successful Bidder(s) and recommend, in writing, payments to Successful Bidder(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Contractor's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation). In the case



of Unit Price Work, Contractor's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Contractor will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Contractor to check the quality or quantity of Successful Bidder(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Contractor in this Contract and the Contract Documents. Contractor's review of Successful Bidder(s)' Work for the purposes of recommending payments will not impose on Contractor responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Successful Bidder(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Contractor to make any examination to ascertain how or for what purposes any Successful Bidder(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Successful Bidder that might affect the amount that should be paid.

13. Successful Bidder(s)' Completion Documents. Contractor shall receive and review tests and approvals which are to be assembled by Successful Bidder(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.

14. Walk-Through. Contractor shall conduct a walk-through with the City to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Contractor may recommend, in writing, final payment to Successful Bidder(s) and may give written notice to Owner and the Successful Bidder(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph 1.E.12.b (Construction).

15. Record Drawings. Contractor shall provide the Owner one (1) set of electronic drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Successful

Bidder to Contractor and which Contractor considers significant. Contractor shall also maintain a regularly updated set of "as-constructed" blueprints indicating Contractor(s)' observations of "as-constructed" Work performed by the Successful Bidder(s). Within thirty (30) days of Substantial Completion, Contractor shall submit one (1) reproducible set of 11"x 17" record drawings to Owner. Contractor shall also provide to Owner a copy of record drawings in PDF and AutoCAD (in conformance with City of Casper and United States National CAD Standards) in a format compatible with the Owners system, labeled as "Record Drawings – Midwest Avenue Reconstruction – David Street to Elm Street, Project No. 17-031".

16. Warranty Period Inspections. Contractor shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
17. Change Orders. Contractor shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Contractor shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.
18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Contractor shall not be responsible for the acts or omissions of any Successful Bidder(s), or of any of the Successful Bidder(s)' Subcontractor or Supplier, or any of the Successful Bidder(s)' or their Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Contractor's own employees and agents) at the site or otherwise furnishing or performing any of the Successful Bidder(s)' Work; however, nothing contained in paragraphs 1.C.1 through 1.C.18 (Construction), inclusive shall be construed to release Contractor from liability for failure to properly perform duties and responsibilities assumed by Contractor in the Contract Documents.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 26<sup>th</sup> day of October, 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract and the fees identified in Exhibit "A" and Exhibit "B", the Consultant shall be compensated a not to exceed ceiling amount sum fee of Two Hundred Seven Thousand Two Hundred Dollars (\$207,200). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant 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 Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONSULTANT  
WWC Engineering

By: Boyle

By: FABRIZIO TROMBLE

Printed Name: Brandy Boyle

Printed Name: FABRIZIO TROMBLE

Title: Admin Asst. City of Casper

Title: BRANCH MANAGER

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all

personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless



otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

February 2, 2018

Mr. Andrew Beamer, P.E.  
 City Engineer  
 200 North David  
 Casper, Wyoming 82601

Dear Andrew:

WWC Engineering is pleased to provide you with the following contract amendment request for engineering services related to replacement of decorative lighting along Ash Street between Midwest Ave. and West Yellowstone. WWC is also submitting an additional amendment request for your consideration due to changes in the timing and scope of the project as it has progressed. These are described in more detail below.

**Lighting Design:** The City of Casper wishes to place new decorative lighting along Ash Street between Midwest and West Yellowstone as part of the current Midwest Avenue Reconstruction project. Proposed light locations will need to consider both existing configuration and future street reconstruction geometry. Currently, the west side of Ash has a detached sidewalk with a greenway between the curb and sidewalk. Light placement in this greenway will result in the least amount of disturbance to surrounding sidewalks and concrete work, resulting in the least cost to the city. We anticipate boring under existing approaches and sidewalk where possible. We propose to prepare designs using this approach of lighting along the west side of Ash. WWC will coordinate with city staff to determine potential future street geometry when determining light pole locations. Additional survey will be required to identify and locate existing features and utilities into our current mapping. We are assuming complete replacement of curb and gutter and sidewalk along the corridor will not be required and have not included this level of design in our fee. WWC will incorporate decorative lighting along Ash Street to the overall project manual for Midwest Avenue Reconstruction, and will include the standard City of Casper bid documents along with project specific technical specifications.

**Construction:** We have submitted a construction administration fee for the rest of the Midwest Avenue project recently. Submittal reviews and overall coordination required for the addition of decorative lighting can be absorbed into the current fee proposal for the most part, though we have requested a nominal increase for additional staking and field inspection along this reach.

*Survey and mapping: 8 hrs*

*WWC Design: 10 hrs*

*Subconsultant Fee (West Plains): \$4500*

***Total Requested Fee: \$6200***

**Recent Development and Changes in Design Approach after Design had been performed:** In early 2014 WWC was informed that the first phase of the project to be constructed would be between David and Elm instead of from Poplar to Elm as original planned. WWC submitted and was granted a contract amendment for the additional design services from David to Elm, and commenced design. At this time, the State of WY was beginning the process of acquiring land in preparation for the proposed state office building. The state was in the process of trying to acquire several of the properties along Midwest at the time, and it was not clear what the outcome of this process would look like. The direction we were provided at the time was to assume the

state would end up purchasing the Burgess, Howard, and Shicketanz properties along the south side of Midwest. We prepared designs under this assumption, which did not include provisions for approaches into these buildings as the assumption was they would be demolished. Civil, Landscape, and irrigation designs were all advanced to approximately 80% over the next year and a half. After that time, the State was not able to acquire several of these properties, and the state office building project has apparently stalled. In 2017, as we worked toward finalizing the designs in preparation of project letting it became clear that we would need to accommodate existing uses and access to these properties. We contacted and coordinated with each property owner and revised the designs to accommodate current uses. This primarily included the addition of 9 approaches along the block between Ash and Elm. The addition of these approaches is more involved than simply adding an approach in the plans, as the streetscape, irrigation, and electrical layouts and designs are all affected by these changes and have to be reworked.

In addition, development and construction of the Racca's, Urban Bottle, and Gaslight Social all commenced during this time frame. When design was originally completed, none of these buildings had been renovated. After design was begun (and/or completed), the renovations of these properties required us to review and revise our design to accommodate the change in use and layout. In the case of Racca's/Urban Bottle, the addition of the patio and new sidewalks around the building required us to resurvey this entire area and adjust road grades and sidewalk limits to match with what they had recently reconstructed. None of this work is out of scope of our original contract, but the timing and changes in project direction has resulted in us having to design portions of the project twice. There was no way for any of us to anticipate this at the time the project commenced, but it definitely has resulted in us having to perform additional work that was not anticipated or included in our original fee proposal. We have performed much of this additional work already, as we are committed to completion of the project and want to make sure we do everything we can to keep from delaying the project. As a result however, we have nearly expended our remaining design budget. We are requesting the additional fees below to account for this additional work.

*Survey and mapping: 6 hrs*  
*WWC Design: 10 hrs*  
*Subconsultant Fee (BHA): \$1500*  
***Total Requested Fee: \$3000***

Thank you again for your consideration, and feel free to contact our office if you have any questions or concerns.

Respectfully,



Darrin Tromble, PE  
Branch Manager  
WWC Engineering

**Exhibit "B"**

<b>Proposed Fee Schedule</b> <b>City of Casper - MIDWEST AVENUE RECONSTRUCTION</b> <b>DAVID to ELM - CONSTRUCTION ADMINISTRATION</b> <b>WWC Engineering</b> <b>November</b>	<b>Total HRS</b>	<b>Total Labor Cost</b>	<b>Sub- Consultants</b>	<b>Total Expense Cost</b>	<b>Total Labor &amp; Expenses</b>
<b>1. <u>Construction Administration</u></b> A) Project Bidding/Documentation B) Submittal Reviews C) Project Meetings D) Construction Inspection E) Construction Staking F) Contractor Pay App Reviews G) Project Closeout H) As-Built Design  DESIGN DAYS:	1504 40 48 60 1040 160 84 36 36 188.0	\$156,696 \$3,992 \$4,996 \$7,100 \$111,400 \$14,060 \$7,848 \$4,060 \$3,240 \$19,587.00	\$17,500    \$17,500    \$17,500	\$4,200          \$4,200	\$197,983          \$197,983

Note: Hourly rates used for calculation of labor costs are shown on the attached 2018 Schedule of Charges \$ 197,983

**Total Design Fee Upset Amount: \$198,000.00**

Signed:  Date: 12/13/17  
 Title: BRIAN MAGER

RESOLUTION NO. 18-74

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING FOR CONSTRUCTION ADMINISTRATION FOR THE MIDWEST AVENUE RECONSTRUCTION PROJECT – DAVID STREET TO ELM STREET.

WHEREAS, the City of Casper desires to secure an engineering firm to provide construction administration services for the Midwest Avenue Reconstruction Project – David Street to Elm Street; and,

WHEREAS, WWC Engineering is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with WWC Engineering in the amount of Two Hundred Seven Thousand Two Hundred Dollars (\$207,200) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Two Hundred Seven Thousand Two Hundred Dollars (\$207,200).

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

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

March 20, 2018

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

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

SUBJECT: Authorizing Change Order No. 2 with Andreen Hunt Construction, Inc., in the amount of \$40,875 for the East Casper Zone III Water System Improvements Project, No. 13-38.

Meeting Type & Date:  
Regular Council Meeting  
April 17, 2018

Action Type:  
Resolution

Recommendation:  
That Council, by resolution, authorize Change Order No. 2 (CO2) with Andreen Hunt Construction, Inc., (AHC) in the amount of \$40,875, for the East Casper Zone III Water System Improvements Project.

Summary:  
The proposed improvements for the East Casper Zone III Water System include a new pump station near the existing Manor Heights water storage tanks, a new water storage tank located north of Southeast Wyoming Boulevard, and approximately 23,700 linear feet of 16-inch water transmission mains.

The transmission main work includes a boring beneath Wyoming Boulevard near the new water storage tank. During construction of this bore, conditions were encountered that differed from the conditions shown in the plans. The existing subsurface material encountered consisted of a layer of cobbles and boulders that were not conducive to the bore techniques utilized by AHC, for which claystone bedrock was originally anticipated. This halted AHC's bore operations and prevented them from advancing the bore past the point where the layer of cobbles and boulders was encountered. AHC submitted a change order request that identified three (3) alternative bore methods. These alternatives ranged in price from \$40,425 to \$158,284. With this variance in costs, the geotechnical engineer was directed to complete three (3) additional bore logs along the bore route to provide a more thorough representation of the existing soil conditions. Based on the results of the additional bore logs, the Engineer, Civil Engineering Professionals, Inc. (CEPI), recommended the Tri-Hawk pilot tube system be used. CO2 includes the new 260-foot bore for \$40,425 and two (2) additional concrete bollards for \$450, for a total cost of \$40,875. No additional time was requested to complete the work for CO2.

CEPI is currently under contract to provide design and construction administration services for the project. CEPI, Wyoming Water Development Commission (WWDC) and City of Casper  
CO2-East Casper Zone III Water System

Improvements  
Project, No. 13-38  
AHC

staff have reviewed the work and pricing for CO2 for a total of \$40,875 and recommend approval. With CO2, the total contract amount with AHC will be \$3,531,569, and contingency funds will be reduced to \$93,303.

Financial Considerations:

Funding for CO2 will be 67% from the WWDC grant and the remaining 33% from City of Casper Water Fund Reserves.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution

CO2

Recommendation from Engineer



CITY OF CASPER  
CHANGE ORDER

NO. 02



PROJECT: East Zone III Improvements DATE OF ISSUANCE: 03/02/2018  
OWNER: City of Casper  
CONTRACTOR: Andreen Hunt Construction  
ENGINEER: CEPI

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

Description: Cost increase to change bore equipment due to change of conditions; and two additional bollards at the pump station.

Attachments: CEPI Memo, Contractors Change Order, Proposal and Supporting Documentation, Original bore log and additional bore logs

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 3,451,872.00	Original Contract Time: Substantial Completion: <b>June 1, 2018</b> Final Completion: <b>July 1, 2018</b>
Previous Change Orders No. <u>0</u> to <u>1</u> \$ 38,822.00	Net change from previous Change Orders (days): <b>5 Calendar Days</b>
Contract Price prior to this Change Order: \$ 3,490,694.00	Contract Time Prior to this Change Order: Substantial Completion: <b>June 6, 2018</b> Final completion: <b>July 6, 2018</b>
Net Increase/Decrease of this Change Order: \$ 40,875.00	Net Increase/Decrease of this Change Order: Substantial = <b>0</b> Final = <b>0</b>
Contract Price with all approved Change Orders: \$ 3,531,569.00	Contract Time with all approved Change Orders: Substantial completion: <b>June 6, 2018</b> Final completion: <b>July 6, 2018</b>

ACCEPTED: \_\_\_\_\_ RECOMMENDED: \_\_\_\_\_ APPROVED: \_\_\_\_\_  
BY:  BY:  BY: \_\_\_\_\_  
Contractor Engineer Owner



## Memorandum

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Date: March 3, 2018  
To: Alex Sveda, City of Casper  
Cc: Bill Brewer, WWDC  
From: Nick Larsen, CEPI *NL*  
WO #: 14-066  
Subject: East Zone 3 Water Improvements Project – Change Order Request No. 2

---

While Andreen Hunt Construction and their subcontractor, Ed Boland Construction, were working on the bore near the new water storage tank they encountered conditions that were not conducive to the bore techniques they were utilizing. The existing subsurface material halted their bore operations and prevented them from advancing the bore any further. Andreen Hunt submitted a change order request that identified three alternative bore methods. The three alternatives ranged in price from \$40,425.00 to \$158,284.35 for the additional cost to complete this bore. With such a wide variance in costs, STRATA (a subconsultant of CEPI) was directed to complete three additional bore logs along the bore route to provide a more thorough representation of the soil conditions we are working with. After a thorough review of the additional geotech reports and known site conditions, the consensus was to use Option A), the Tri-Hawk pilot tube system for an additional \$40,425.00.

Attached to this change order are the change order request letter (11/1/2017) from Andreen Hunt Construction; the notification letter stating the differing subsurface conditions (9/29/2017) from Ed Boland Construction; the additional geotechnical exploration report (12/12/17) from STRATA; and the Tri-Hawk pilot tube information letter (2/6/18) from Ed Boland.

Two additional bollards were requested on both sides of the pump station garage door to protect the building while trucks are pulling into the pump station building. The change order request from Andreen Hunt Construction (2/28/18) is attached to this change order.

Please call or email if you have any questions or concerns.

**Andreen Hunt Const., Inc.**

**P.O. Box 1175  
Mills, WY 82644**

**PROPOSAL**

DATE	
11/1/2017	2017-0146

NAME / ADDRESS
CITY OF CASPER. 200 N. DAVID CASPER, WY 82601

				PROJECT	
				1750 Zone III East	
QTY	UNIT	DESCRIPTION	PRICE	TOTAL	
1	LS	The following is a breakdown of 3 different equipment options for the Bore with changed conditions and additional pricing. Option A) Akkerman, Inc. newly developed tri-hawk pilot tube system. There has been great success with soft sandstone and shale formations. This system would adapt to our current pilot tube equipment. Equipment rental, shipping, technical support and use of existing 30" x 0.375 wall casing - total price = \$38,500. I cannot guarantee this system will work in cobbles, but for the price it is definitely worth trying. 5% Overhead & 0% Profit Subtotal Option A)	38,500.00	38,500.00	
38,500	\$		0.05	1,925.00	
					40,425.00
1	LS	Option B) Pipe ramming 30" x 0.625 wall casing. This would be done with specialized equipment - 20" Hammerhead pneumatic tooling, 1300 CFM compressor rental, factory technical support , reorder 260 L.F. of 30" x 0.625 heavy wall casing, return shipping of 0.375 light wall casing to factory. Typical grade variances when using the pneumatic hammer are approximately a 2' drop per 100 lineal feet. Alignment is generally not an issue, but cannot be ensured. Total cost is \$58,300. 5% Overhead & 0% Profit Subtotal Option B)	58,300.00	58,300.00	
58,300	\$		0.05	2,915.00	
					61,215.00
			<b>TOTAL</b>		

SIGNATURE

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**Andreen Hunt Const., Inc.**

**P.O. Box 1175  
Mills, WY 82644**

**PROPOSAL**

DATE	
11/1/2017	2017-0146

NAME / ADDRESS
CITY OF CASPER. 200 N. DAVID CASPER, WY 82601

PROJECT
1750 Zone III East

QTY	UNIT	DESCRIPTION	PRICE	TOTAL
1	LS	Option C) Akkerman, Inc TBM, tunnel boring machine, which can be laser guided and hydraulically controlled for grade and alignment. The smallest unit available would be a 48" / 51" diameter which would necessitate upsizing the casing from 30" to 48" or 51". Pricing includes TBM machine, factory technical support, large generator rental, freight and return shipping of existing 0.375 light wall casing to factory. Total cost is \$145,240. This system is the most promising for achieving the exact required grade and alignment.	145,240.00	145,240.00
150,747	LS \$	New Casing Spacers 5% Overhead & 0% Profit Subtotal Option C)  All 3 options are on and above existing contract lineal foot pricing.	5,507.00 0.05	5,507.00 7,537.35 158,284.35
<b>TOTAL</b>				<b>\$259,924.35</b>

STIPULATIONS: All work to be completed in a workman-like manner according to standard practices. No work other than that specifically described above will be performed. Any deviations from the specific work described involving extra costs will become an extra charge over and above the estimate. Our workers are fully covered by Worker's Compensation Insurance. This quotation is given subject to a mutual agreement. This proposal is contingent on notice of intent to award a Contract in 15 Days.

SIGNATURE 

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_



4701 North Star Blvd., Great Falls, MT 59405  
Ph: 406-761-1063 Fax: 406-761-1076

email: office@bolandconstruction.net

October 24, 2017

Andreen Hunt Construction  
Attn: Steve Coughenour, Project Manager  
Sent via email steve.c@ahcinc.us

RE: Drilling options for cobbles/boulders  
Casper, WY

Steve,

I am finally getting back to you on some alternative horizontal boring methods in dealing with the cobbles/boulders in Casper, Wyoming. As I mentioned before, the unforeseen soil conditions are the most extreme in the industry while trying to hold line and grade. Unfortunately, this makes the project high risk and requires highly specialized equipment. The following is a breakdown of 3 different equipment options and additional pricing:

- A) Akkerman, Inc. newly developed tri-hawk pilot tube system. There has been great success with soft sandstone and shale formations. This system would adapt to our current pilot tube equipment. Equipment rental, shipping, technical support and use of existing 30" x 0.375 wall casing – total price = \$38,500. I cannot guarantee this system will work in cobbles, but for the price it is definitely worth trying.
- B) Pipe ramming 30" x 0.625 wall casing. This would be done with specialized equipment – 20" Hammerhead pneumatic tooling, 1300 CFM compressor rental, factory technical support, reorder 260 L F of 30" x 0.625 heavy wall casing, return shipping of 0.375 light wall casing to factory. Typical grade variances when using the pneumatic hammer are approximately a 2' drop per 100 lineal feet. Alignment is generally not an issue, but cannot be ensured. Total cost is \$58,300.
- C) Akkerman, Inc TBM, tunnel boring machine, which can be laser guided and hydraulically controlled for grade and alignment. The smallest unit available would be a 48"/51" diameter which would necessitate upsizing the casing from 30" to 48" or 51". Pricing includes TBM machine, factory technical support, large generator rental, freight and return shipping of existing 0.375 light wall casing to factory. Total cost is \$145,240. This system is the most promising for achieving the exact required grade and alignment.  
**When pricing this method, please price new casing spacers accordingly.**

All 3 options are on and above existing contract lineal foot pricing. Please don't hesitate to call with any specific questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Barry Boland", is written over a white rectangular area.

Barry Boland  
President

**Dale Andreen**

---

**From:** Vermeulen, Gary <gvermeulen@danakepner.com>  
**Sent:** Thursday, November 2, 2017 4:07 PM  
**To:** 'Dale Andreen'  
**Cc:** Ludwig, Sherry  
**Subject:** 16"X51" SS-12-CBO CASINF SPACER-NON CENTERED & NON RESTRAINED -EQUAL LEG TYPE

36EA- 16X51" SS-12-CBO CASING SPACERS \$126.10EA  
2EA 16"X51 ESW-XL END SEAL \$352.30EA  
THANKS FOB CASPER

*Handwritten calculations:*  
5244.2  
5 1/2 INP      282.21  
-----  
5506.41



Gary Vermeulen  
**Dana Kepner Company, Inc.**  
Cell: 307.259.2483  
E-mail: [gvermeulen@danakepner.com](mailto:gvermeulen@danakepner.com)  
1820 South Loop Ave | Casper, WY 82601 | 307.235.1300

**Email quotations:** Due to the extreme volatility of raw material, energy, and transportation costs, the prices shown on this quotation are only valid for 30 days, or as stipulated. Dana Kepner Company, Inc. is not responsible for manufacturer's ability to ship material or hold prices. Quoted prices do not include taxes. Dana Kepner Company, Inc. Standard Terms & Conditions of Sale apply to all quotes.

Due to low resin availability and other ongoing challenges in the PVC industry, PVC pipe prices will be determined at time of shipment.



September 29, 2017

Andreen Hunt Construction  
Attn: Steve Coughenour  
Sent via e-mail

RE: Differing Subsurface Conditions  
E Casper Zone III Water System Improvements Projects – Casper, WY

Steve,

I am following up per our phone conversation this morning whereas our crew encountered very different soil conditions than what were shown in the existing geotechnical reports. We are actually in gravel pit conditions with large cobbles and boulders versus claystone bedrock which is shown in geotechnical report B-7. These conditions are not conducive for our laser guided pilot tube system. At this time, I would propose your firm seek a change order for differing subsurface/physical conditions.

As I mentioned, our firm can resort to an antiquated method of drilling through cobbles and boulders, but the accuracy is extremely limited and it is very time-consuming. We are still working on the extra cost due to the unforeseen conditions.

At this time, I have no choice but to shut our portion of the project down until we can come to some sort of an agreement in trying a new approach. It would be best to not have our crew stay at the site and charge standby in the interim.

I am attaching a copy of the geotechnical report for borehole 7 which we utilized in bidding the project and pictures of the current boring and receiving pits which show the severity of the conditions.

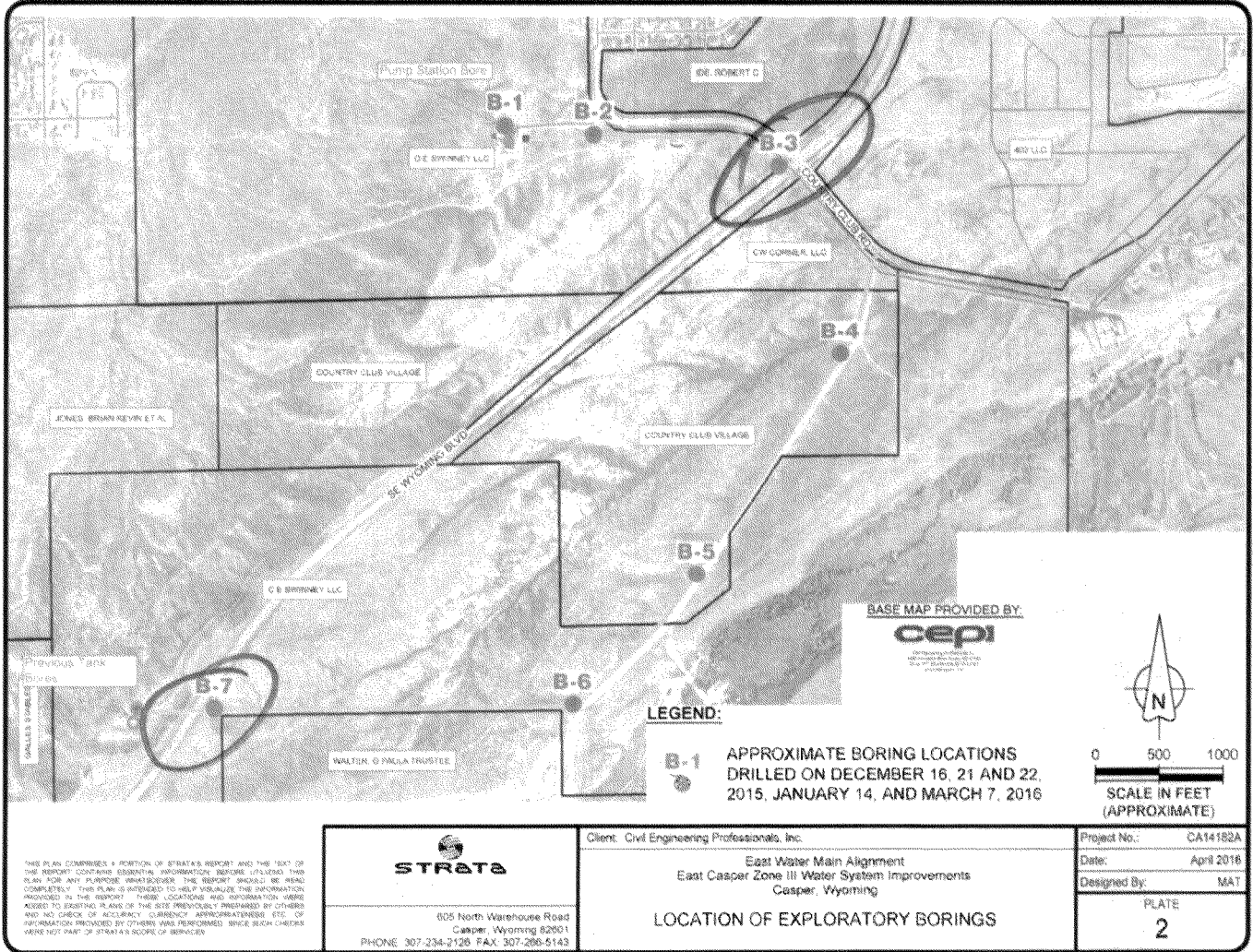
I would appreciate your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barry Boland', is written over a white rectangular area.

Barry Boland  
President

Enclosures: Location Map of Exploratory Borings  
Boring Log B-7  
Page 4 of Geotechnical Report  
Boring Pit Pictures (3)  
Receiving Pit Pictures (3)



THIS PLAN CONSTITUTES A PORTION OF STRATA'S REPORT AND THE TEXT OF THE REPORT CONTAINS ESSENTIAL INFORMATION. BEFORE UTILIZING THIS PLAN FOR ANY PURPOSE, WHATSOEVER, THE REPORT SHOULD BE READ COMPLETELY. THIS PLAN IS INTENDED TO HELP VISUALIZE THE INFORMATION PROVIDED IN THE REPORT. THESE LOCATIONS AND INFORMATION WERE ADDED TO EXISTING PLANS OF THE SITE PREVIOUSLY PREPARED BY OTHERS AND NO CHECK OF ACCURACY, CLARITY, APPROPRIATENESS, ETC. OF INFORMATION PROVIDED BY OTHERS WAS PERFORMED. SINCE SUCH CHECKS WERE NOT PART OF STRATA'S SCOPE OF SERVICES.

**STRATA**

805 North Warehouse Road  
Casper, Wyoming 82501  
PHONE 307-234-2126 FAX 307-296-6143

Client: Civil Engineering Professionals, Inc.  
East Water Main Alignment  
East Casper Zone III Water System Improvements  
Casper, Wyoming


**LOCATION OF EXPLORATORY BORINGS**

Project No.:	CA14182A
Date:	April 2016
Designed By:	MAT
PLATE	
<b>2</b>	

Copyright: STRATA



borehole 7

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 inches	SPT - N	Dry Density (pcf)	TEST RESULTS			Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5			
							SPT, N-Value ●			
							% Passing No. 200 Sieve ★			
							PL	MC	LL	
20 40 60 80										
TOPSOIL, (6 inches thick). (CL) Sandy LEAN CLAY, stiff, brown, moist.	0	CL								
Small gravel lense at 4 feet, less than 6 inches thick.										
CLAYSTONE BEDROCK, medium hard to very hard, brown to dark gray, moist.	5			8 13 21	34					
	10			12 21 29	50					
	15			14 24 33	57					
	20			18 30 50	80					
Borehole Terminated at 21.5 Feet.										
<b>Project Name:</b> East Casper Zone III Water System Improvements - Casper, WY <b>Project Number:</b> CA14182A <b>Client:</b> Civil Engineering Professionals, Inc. <b>Date Drilled:</b> 4/7/2016 <b>Drill Rig:</b> CME 55 <b>Borehole Dia.:</b> 4" <b>Groundwater Depth:</b> N.E. <b>Drilled By:</b> Strategic Expl. <b>Logged By:</b> M. Medley							 <b>STRATA</b> <small>CIVIL ENGINEERING PROFESSIONALS, INC.</small> <small>1000 W. 10th Street, Casper, WY 82401</small> <small>Phone: 307.234.1111</small>		<b>BORING LOG</b> <b>B-7</b>  Sheet 1 Of 1	

- ↪ **Lean Clay to Sandy Lean Clay (CL)** – Lean clay to sandy lean clay was encountered below the topsoil in borings B-2 through B-3 and B-5 through B-17. The lean clay stratum extended to depths ranging from 3 feet in boring B-2 to the depths explored in borings B-4, B-6, B-11, B-12 and B-14 through B-17. The consistency of the lean clay is medium to hard as indicated by the N values ranging from 6 to 36.
- ↪ **Silty Sand with Gravel (SM)** – Silty sand with gravel was encountered below the topsoil in boring B-4 and below the clay in boring B-5. The silty sand extended to a depth of 5 feet in boring B-4 and to the depth explored in boring B-5, 11.5 feet. The relative density of the silty sand with gravel stratum is medium dense to very dense as indicated by the N values ranging from 26 to 87. The silty sand with gravel is light brown in color and slightly moist in natural moisture content.
- ↪ **Silty Gravel with Sand (GM)** – Silty gravel with sand was encountered below the topsoil in boring B-17 and extended to a depth of 5 feet. The relative density of the silty gravel with sand is medium dense as indicated by the N value of 28.
- ↪ **Sandstone Bedrock** – Sandstone was encountered below the topsoil in boring B-1 drilled at the site of the proposed pump house. The sandstone contained intermittent lenses of claystone. Laboratory testing indicates that the sandstone will settle slightly. The sandstone was medium hard to very hard as indicated by the N values ranging from 41 to greater than 100.
- ↪ **Claystone Bedrock** – Claystone bedrock was encountered below the lean clay stratum in borings B-2, B-3, B-7, B-10, and B-13 and extended to the depths explored. The claystone was firm to very hard as indicated by the N values ranging from 21 to 80.
- ↪ **Groundwater** – Groundwater was not encountered at the time of drilling (December 2015 to March 2016). Depending on the time of year construction takes place, groundwater may be encountered within excavations across drainages, especially the Sage Creek drainage. Numerous factors can contribute to the fluctuation of groundwater levels. The evaluation of these factors is beyond the scope of this study.

#### GEOTECHNICAL OPINIONS AND RECOMMENDATIONS

This report's recommendations reflect our understanding of the proposed pump house location and water line alignments, existing topography and subsurface conditions as encountered. Subsurface conditions may vary from what was observed during our subsurface evaluation and the extent of this variation is unknown and will not be known until construction, and may impact construction cost and/or schedule. This report provides geotechnical data and recommendations that can be utilized for planning, design and construction documents.

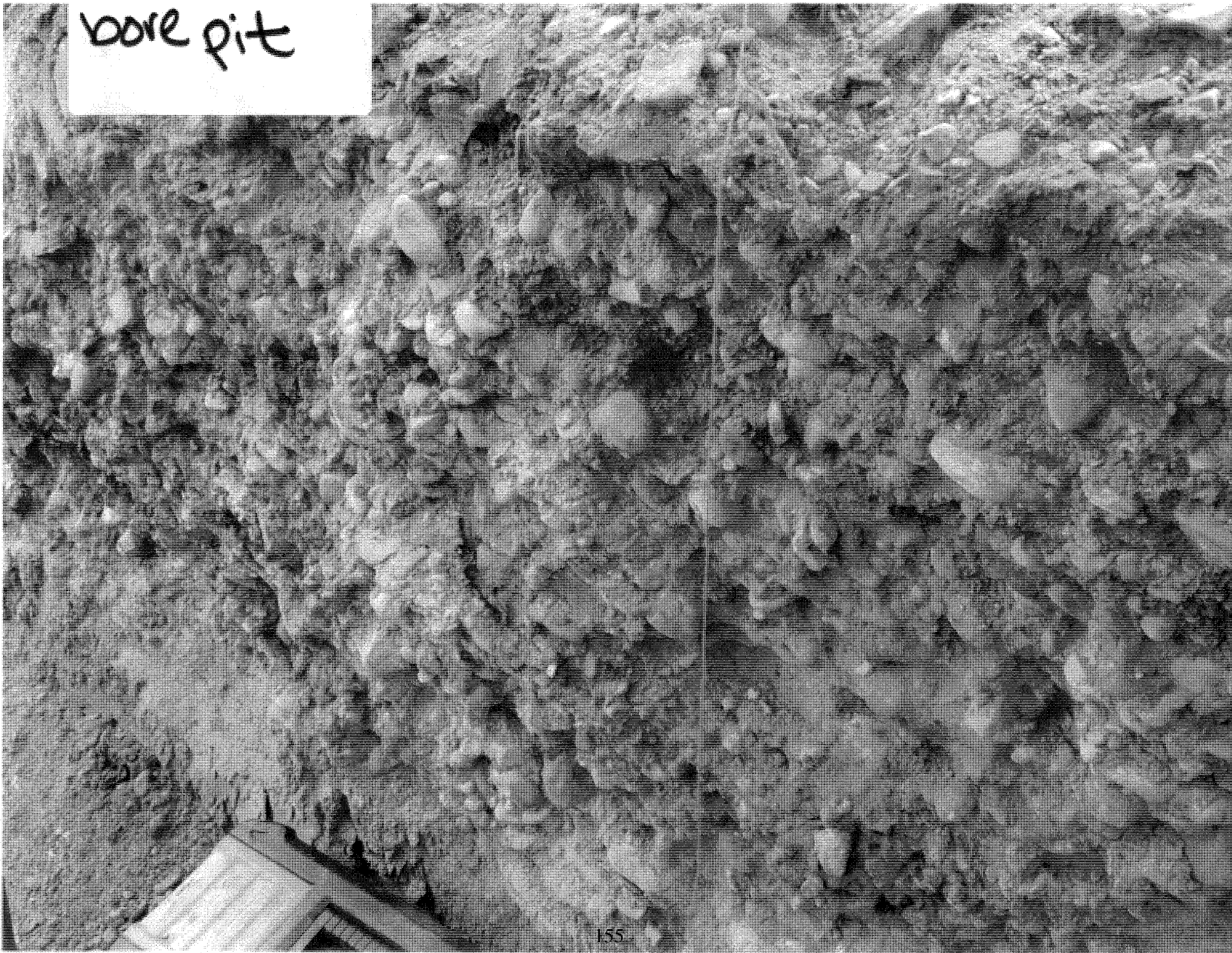
Perform work in accordance with Division 200, Section 205 of the City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements (2006).



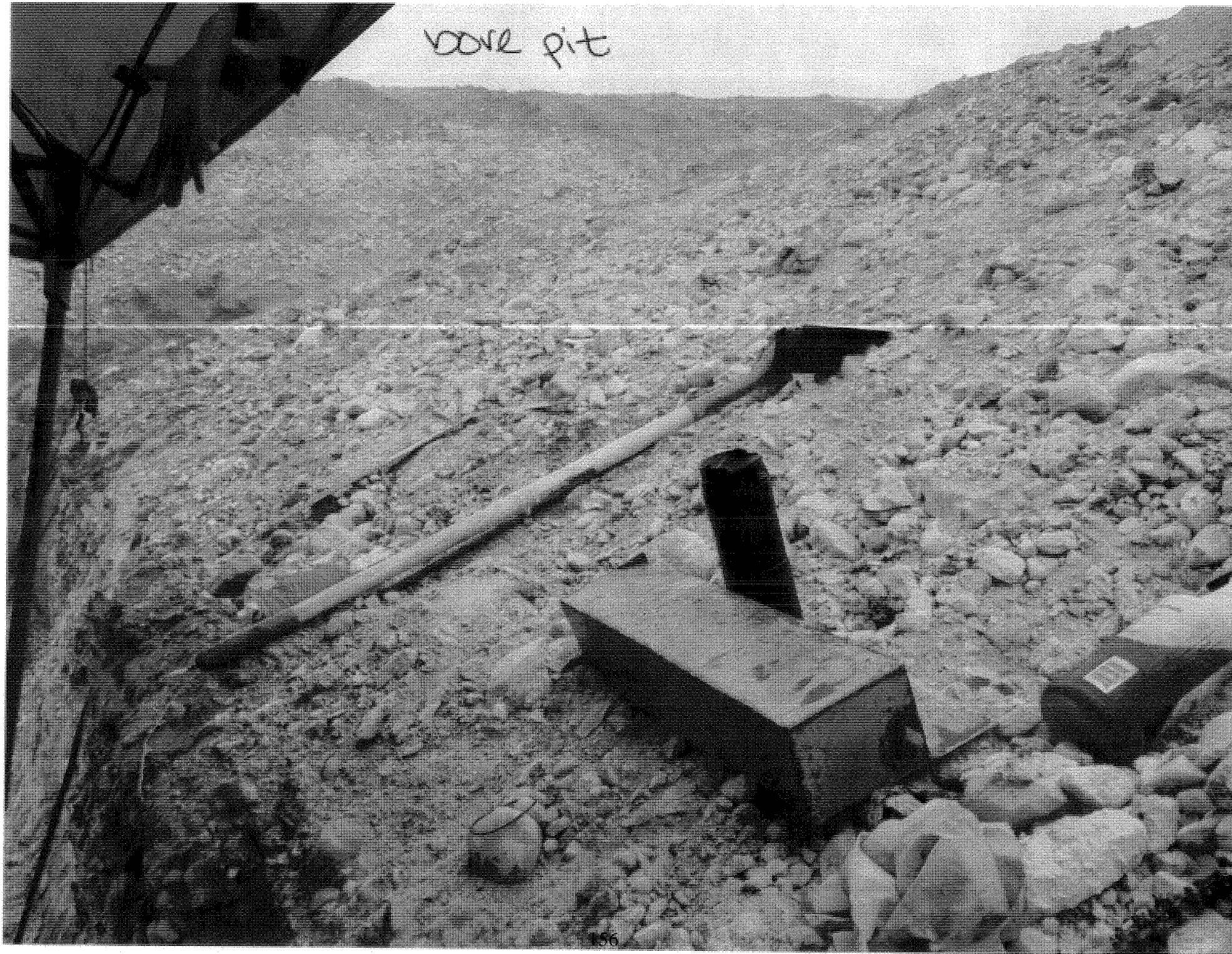
[www.stratageotech.com](http://www.stratageotech.com)

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bore pit



core pit



core pit



receiving pit

receiving pit



Welling pit





December 12, 2017  
File: WY17393A

Civil Engineering Professionals, Inc.  
Mr. Nick Larsen, P.E.  
6080 Enterprise Drive  
Casper, Wyoming 82609  
307.266.4346  
nick@cepi-casper.com

**RE: ADDITIONAL FIELD EXPLORATION**  
East Zone III Water Improvements  
Southeast Wyoming Boulevard  
Casper, Wyoming

Dear Mr. Larsen:

Transmitted with this letter are the results of the additional field exploration requested for the East Zone III Water Improvements project located in southeast Casper, Wyoming. The work was performed in accordance with our proposal dated November 28, 2017. Three borings were drilled to depths of approximately 40 feet. The boring logs are attached. The borings were drilled at the locations staked in the field by CEPI and the boring locations and numbers are indicated on Plate 1.

If you have any questions or if we may be of further service, please call.

Sincerely,  
STRATA

A handwritten signature in black ink that reads "Brian L. Chandler".

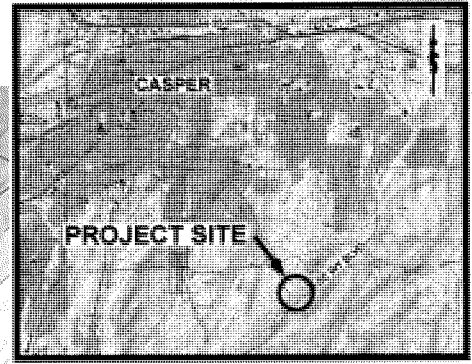
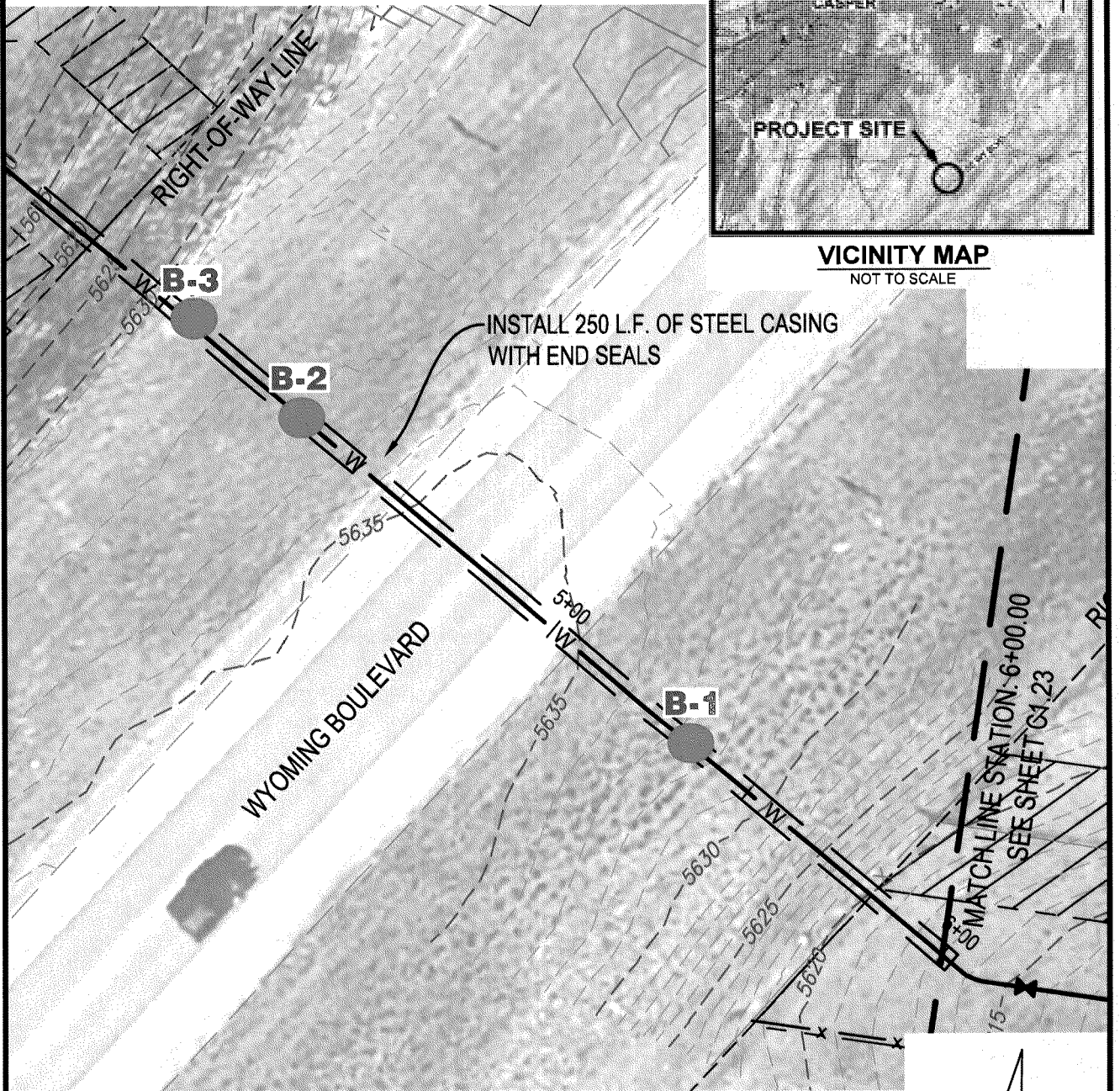
Brian L. Chandler, P.E.  
Geotechnical Engineer

Attachments: Plate 1 – Locations of Borings  
Boring Logs

BLC/bec

V:\STRATA - Casper Projects\A-G\CEPI\WY17393A - East Zone 3 Improvements Additional Field Expl\Transmittal Letter.docx

12/12/2017 10:26:24 AM - V:\STRATA - CASPER PROJECTS\CIVIL ENGINEERING PROFESSIONALS - INC\WY17393A - ADDN. EXP. EAST ZONE III WATER SYSTEM\DRAWING\WY17393A PLATE 1.DWG - MARIE TAYLOR



**VICINITY MAP**  
NOT TO SCALE

**LEGEND:**

BASE MAP PROVIDED BY:

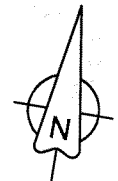


(Dated 4-11-2017)



**B-1** APPROXIMATE LOCATION OF EXPLORATORY BORINGS DRILLED ON DECEMBER 6 AND 7, 2017

THIS PLAN COMPRISES A PORTION OF STRATA'S REPORT AND THE TEXT OF THE REPORT CONTAINS ESSENTIAL INFORMATION. BEFORE UTILIZING THIS PLAN FOR ANY PURPOSE WHATSOEVER, THE REPORT SHOULD BE READ COMPLETELY. THIS PLAN IS INTENDED TO HELP VISUALIZE THE INFORMATION PROVIDED IN THE REPORT. THESE LOCATIONS AND INFORMATION WERE ADDED TO EXISTING PLANS OF THE SITE PREVIOUSLY PREPARED BY OTHERS AND NO CHECK OF ACCURACY, CURRENCY, APPROPRIATENESS, ETC., OF INFORMATION PROVIDED BY OTHERS WAS PERFORMED, SINCE SUCH CHECKS WERE NOT PART OF STRATA'S SCOPE OF SERVICES.



0 15 30

SCALE IN FEET (APPROXIMATE)



605 North Warehouse Road  
Casper, Wyoming 82601  
PHONE: 307-234-2126 FAX: 307-266-5143

Client: CEPI

East Zone III Water System Improvements - SE Wyoming Boulevard  
Casper, Wyoming

**LOCATION OF EXPLORATORY BORINGS**

Project No.: WY17393A

Date: December 2017

Drawn By: MAT

PLATE


1

Copyright: STRATA

STRATA BOREHOLE - STRATA.GDT - 12/12/17 14:36 - V:\STRATA - CASPER PROJECTS\A-G\CIVIL ENGINEERING PROFESSIONALS, INC\WY17393A - ADDN. EXP. EAST ZONE III WATER SYSTEM\ELECTRONIC LOGS\WY17393A LOGS.GPJ

USCS Description	Depth (ft)	Elevation	Symbol	Sample Type	SPT Blows Per 6 inches	SPT - N	Dry Density (pcf)	TEST RESULTS			Remarks	
								Pocket Penetrometer, TSF ▲				
								SPT, N-Value ●				
								% Passing No. 200 Sieve ★				
								PL	MC	LL		
								20	40	60	80	
(CL) LEAN CLAY with sand, hard, brown, slightly moist to moist, intermittent gravels	0	5633.3										
	13				100+							50+
	50/3.0"											
	7		CL		63							
	33											
	30											
	9				45							
	25											
	20											
(CL) LEAN CLAY with sand and gravel, hard to very dense, brown, slightly moist, intermittent cobbles	10	5622.8										50+
	8		CL		100+							
	36											
	50/4.0"											
CLAYSTONE BEDROCK with intermittent sandstone lenses, hard to very hard, brown to gray, slightly moist	15	5618.3										
	10				51							
	21											
	30											
	8				60							
	25											
	35											
	5				42							
	2											
	40											
	20				100+							50+
	30											
	20											
	30				100+							
	50/5.0"											
	15				100+							50+
	20											
	50/2.0"											
	37				100+							50+
	50/2.0"											

Borehole Terminated at 40.7 Feet.

Project Name: East Casper Zone III Water System Improvements - SE Wyo. Blvd.					<b>BORING LOG B-1</b>
Project Number: WY17393A		Client: CEPI			
Date Drilled: 12/6/2017	Drill Rig: CME 55	Borehole Dia.: 7" HSA			
Groundwater Depth: N.E.	Drilled By: STRATA	Logged By: A. Anderson			Sheet 1 Of 1

STRATA BOREHOLE - STRATA.GDT - 12/12/17 14:36 - V ISTRATA - CASPER PROJECTS-A-GICIVIL ENGINEERING PROFESSIONALS, INC\WY17393A - ADDN. EXP. EAST ZONE III WATER SYSTEM ELECTRONIC LOGS\WY17393A LOGS.GPJ

USCS Description	Depth (ft)	Elevation	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT - N	Dry Density (pcf)	TEST RESULTS		Remarks Note: BGS = Below Ground Surface
								Pocket Penetrometer, TSF ▲		
								SPT, N-Value ●		
								% Passing No. 200 Sieve ★		
								0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5 PL      MC      LL 20      40      60      80		
(CL) LEAN CLAY with sand, very stiff to hard, brown, moist	0	5631.4								
	5		CL	█	2 12 30	42				
(CL) LEAN CLAY with sand and gravel, dense, brown, slightly moist, intermittent cobbles	5	5624.4			2 9 18	27				
	10		CL	█	45 40 20	60				
CLAYSTONE BEDROCK with intermittent sandstone lenses, hard to very hard, brown to gray, slightly moist to moist	10	5620.9			12 22 36	58				
	15				11 33 50/4.0"	100+				
	20				27 50/6.0"	100+				
	25				22 50/6.0"	100+				
	30				27 50/6.0"	100+				
	35				50/4.0"	100+				
	40	5590.4			24 50/6.0"	100+				

Borehole Terminated at 41.0 Feet.

**Project Name:** East Casper Zone III Water System Improvements - SE Wyo. Blvd.

**Project Number:** WY17393A

**Client:** CEPI

**Date Drilled:** 12/7/2017

**Drill Rig:** CME 55

**Borehole Dia.:** 7" HSA

**Groundwater Depth:** N.E.

**Drilled By:** STRATA

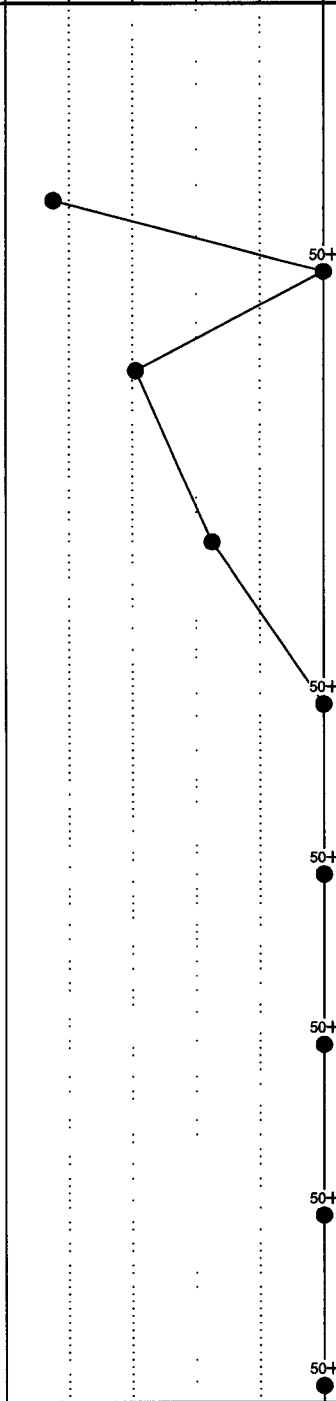
**Logged By:** A. Anderson



**BORING LOG  
B-2**

STRATA BOREHOLE - STRATA.GDT - 12/12/17 14:36 - V STRATA - CASPER PROJECTS-A-GICIVIL ENGINEERING PROFESSIONALS, INC\WY17393A - ADDN. EXP. EAST ZONE III WATER SYSTEM/ELECTRONIC LOGS\WY17393A LOGS.GPJ

USCS Description	Depth (ft)	Elevation	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT - N	Dry Density (pcf)	TEST RESULTS			Remarks Note: BGS = Below Ground Surface
								Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5			
								SPT, N-Value ●			
								% Passing No. 200 Sieve ★ PL      MC      LL 20      40      60      80			
(CL) LEAN CLAY with sand, very stiff, brown, moist	0	5631.1	CL								
(CL) LEAN CLAY with sand and gravel, dense to very dense, brown, slightly moist, intermittent cobbles	5	5625.1	CL	7 8 7	15						
CLAYSTONE BEDROCK with intermittent sandstone lenses, hard to very hard, brown to gray, slightly moist	10	5620.1	CL	21 50/2.0"	100+						
	15			5 16 25	41						
	20			15 29 36	65						
	25			17 50/6.0"	100+						
	30			6 50/6.0"	100+						
	35			9 50/6.0"	100+						
	40	5590.1		9 50/6.0"	100+						



Borehole Terminated at 41.0 Feet.

**Project Name:** East Casper Zone III Water System Improvements - SE Wyo. Blvd.

**Project Number:** WY17393A      **Client:** CEPI

**Date Drilled:** 12/7/2017      **Drill Rig:** CME 55      **Borehole Dia.:** 8" HSA

**Groundwater Depth:** N.E.      **Drilled By:** STRATA      **Logged By:** A. Anderson



**BORING LOG  
B-3**

Sheet 1 Of 1



Boland Construction  
Mr. Barry Boland  
4701 North Star Blvd  
Great Falls, MT 59405

February 6, 2018

Mr. Boland:

I wanted to write a brief letter explaining the typical uses for the Guided Boring Machine (GBM) also sometimes referred to as a Pilot Tube Machine and the recently developed tooling that has made the GBM much more versatile. Until recently, the geology that GBM/PT machines were utilized in would need to meet the following criteria:

- Displaceable soil; typically Less than 40 blows pf “N” Value with a max of 50 blows pf in ideal soil conditions.
- Typically not used in cobbles, boulders, sandstone or hard rock (some small cobbles okay).
- Not more than 10’ below the water table.

Recently, Akkerman developed special pilot tube rock cutting technology (Tri-Hawk Cutting Heads) and along with new lubrication and jetting pumps we are now able to exceed the standard pilot tube installation criteria set forth above and install pilot tubes in non-displaceable soils and rock. We have had the most success with the Tri-Hawk 1 cutting head coupled with our 1325B Lube Pump. The Tri-Hawk 1 is able to cut soft to medium hard rock and also navigate non-displaceable soils. The limitations of the Tri-Hawk would be nested large cobbles and rock over 12,000 PSI. I sent over a brief summary of the Tri-Hawk Cutting heads available that we can best match to your project. The Tri-Hawk 1 has proved to be a very versatile head in many ground conditions. When using Tri-Hawk heads we are now cutting the material and not displacing it so we need a powerful lube pump and a mix of bentonite and or polymers/foam to float the cut materials back to the jacking pit for removal.

The Tri-Hawk has proved invaluable on several projects throughout the United States and has given contractors the ability to utilize their pilot tube machines in a much broader spectrum of geology.

Sincerely,

Chris W. Sivesind  
Sales Manager-West



**Andreen Hunt Const., Inc.**

**P.O. Box 1175**

**Mills, WY 82644**

# PROPOSAL

DATE	
2/28/2018	2018-018

NAME / ADDRESS
CITY OF CASPER. 200 N. DAVID CASPER, WY 82601

PROJECT
1750 Zone III East

QTY	UNIT	DESCRIPTION	PRICE	TOTAL
2	EA	Bollards at Pump House	225.00	450.00
<b>TOTAL</b>				<b>\$450.00</b>

STIPULATIONS: All work to be completed in a workman-like manner according to standard practices. No work other than that specifically described above will be performed. Any deviations from the specific work described involving extra costs will become an extra charge over and above the estimate. Our workers are fully covered by Worker's Compensation Insurance. This quotation is given subject to a mutual agreement. This proposal is contingent on notice of intent to award a Contract in 15 Days.

SIGNATURE \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



RESOLUTION NO. 18-75

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 WITH ANDREEN HUNT CONSTRUCTION, INC. (AHC) FOR THE CASPER ZONE III WATER SYSTEM IMPROVEMENTS PROJECT, NO. 13-38.

WHEREAS, AHC is currently under contract with the City of Casper for the Casper Zone III Water System Improvements Project, No. 13-38; and,


WHEREAS, the City of Casper desires additional work related to the Casper Zone III Water System Improvements Project, No. 13-38 in the amount of Forty Thousand Eight Hundred Seventy-Five and 00/100 Dollars (\$40,875.00).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute Change Order No. 2 to the agreement between the City of Casper and AHC for Forty Thousand Eight Hundred Seventy-Five and 00/100 Dollars (\$40,875.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of Three Million Five Hundred Thirty-One Thousand Five Hundred Sixty Nine and 00/100 Dollars (\$3,531,569.00).

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 21, 2018

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

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

SUBJECT: Authorizing an Agreement with Dana Kepner of Wyoming, Inc., and Waterworks Industries, Inc., in the total amount of \$93,656.68, for the 2018 CPU Materials Procurement, Project No. 18-002.

Meeting Type & Date:

Regular Council Meeting  
April 17, 2018

Action Type

Resolution

Recommendation:

That Council, by two (2) separate resolutions, authorize agreements with Dana Kepner of Wyoming, Inc., in the amount of \$64,824.68 and Ferguson Enterprises, dba Waterworks Industries, in the amount of \$28,832.00 for the 2018 CPU Materials Procurement, Project No. 18-002, for a total amount of \$93,656.68.

Summary:

On Wednesday, March 21, 2018, two (2) bids were received for the 2018 CPU Materials Procurement. The bid results are as follows:

<b>Bid Schedule</b>	<b>Description</b>	<b>Dana Kepner of Wyoming</b>	<b>Waterworks Industries</b>
I	PVC Pipe	\$15,862.00*	\$16,720.00
II	Service Saddles	\$7,356.54*	\$7,524.00
III	Resilient-Seated Gate Valves	\$7,777.17*	\$10,102.00
IV	Copper & Polyethylene Tubing, Curb & Corp Stops, and Appurtenances	\$10,621.07*	\$10,649.00
V	Extension Curb Boxes	\$7,680.00*	\$7,750.00
VI	Valve Boxes and Lids	\$2,103.20*	\$2,160.00
VII	PVC Pressure Fittings	\$4,352.62	\$4,100.00*
VIII	Tracer Wire & Ground Clamps	\$25,509.54	\$24,732.00*
IX	Fire Hydrants	\$13,424.70*	\$14,500.00
	<b>TOTAL BID AMOUNTS</b>	\$94,686.84	\$98,237.00
	<b>TOTAL RECOMMENDED AWARD AMOUNTS</b>	<b>\$64,824.68</b>	<b>\$28,832.00</b>

\*Recommended award amount

The engineer's estimate prepared by the City Engineering Office was \$95,200.

Each year, bids are solicited for waterworks materials to be used by the Public Utilities Division, for in-house water main replacement projects and water distribution system maintenance. The procurement documents allow each specified bid schedule to be awarded separately to the lowest bidder for that schedule.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As both bidders were considered in-state, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations

Funding for this project will be from Budgeted Current Revenue of the Water Fund.

Oversight/Project Responsibility

Andrew Colling, Engineering Tech

Attachments

Resolutions

Agreements

STANDARD  
PROCUREMENT AGREEMENT  
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Casper, hereinafter referred to as the "Owner," and Dana Kepner Company of Wyoming, Inc., 1820 South Loop Avenue, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

**2018 CPU Materials Procurement**

The following special services are required: Provide specific items identified in Exhibit "A" - Bid Form. (Pages BF-1 through BF-4) and Bid Schedule (BS-1 through BS-3) as follows:

Bid Schedule I; Bid Schedule II; Bid Schedule III; Bid Schedule IV; Bid Schedule V; Bid Schedule VI; Bid Schedule IX

ARTICLE 2. ENGINEER.

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

ARTICLE 3. POINT OF DELIVERY.

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

Casper Public Utilities Garage  
1600 Wyoming Boulevard  
Casper, WY 82604

#### ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within a period of thirty (30) calendar days subsequent to the Procurement Contract date.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollar(s) (\$200.00) for each day that expires after the time specified in Paragraph 4.1 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Sixty-Four Thousand Eight Hundred Twenty-Four and 68/100 Dollars (\$64,824.68). See Exhibit "A" - Bid Form and Bid Schedule.

#### ARTICLE 6. PAYMENT PROCEDURES.

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

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
  - 6.1.1 Upon receipt and approval of Shop Drawings and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

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

#### ARTICLE 7. INTEREST.

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

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

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

8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.

8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.

8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

#### ARTICLE 9. PROCUREMENT DOCUMENTS.

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

9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).

- 9.2 Exhibit "A" - Bid Form. (Pages BF-1 through BF-4) and Bid Schedule (BS-1 through BS-3).
- 9.3 Addenda – None.
- 9.4 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.5 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.6 Procurement Specifications bearing the title "2018 CPU Materials Procurement", the contents as listed in the Table of Contents thereof.
- 9.7 Notice of Award.
- 9.8 Documentation submitted by Contractor prior to Notice of Award.
- 9.9 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.10 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.11 Minutes of Pre-Bid meetings, if any.

#### ARTICLE 10. MISCELLANEOUS.

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

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

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

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

ATTEST:

Dana Kepner Company of Wyoming, Inc.

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**  
**2018 CPU Materials Procurement, Project 18-002**

THIS BID SUBMITTED TO: City of Casper  
Public Services Department  
Public Utilities Division  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with the City in the form included in the Procurement Documents and to furnish the Goods as specified or indicated in the Procurement Documents for the Contract Price, within the Contract Time, in accordance with the Procurement Documents, and with Article 4 of the Procurement Agreement.
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 Bond. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Procurement Documents and submit the other documents required by the Procurement Documents within thirty (30) days after the date of Owner'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 Procurement Agreement, 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. none Dated none as of 3-21-18

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

B. Bidder has examined the site and locality where the Goods are to be furnished, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or furnishing the Goods 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 or 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 or business entity to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City; and,

5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule Page 3 of 3) \$ 94,686.84

TOTAL BASE BID, IN WORDS: Ninety-four thousand six hundred eighty-six dollars and eighty-four cents DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods 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.

7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.

8. Communications concerning this Bid shall be addressed to:

Address of Bidder: Dana Kepner Company of Wyoming, Inc.  
1820 S. Loop Ave.  
CASPER, WY. 82601  
307-235-1300

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on 3-21-18, 2018.

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: Dana Kepner Company of Wyoming, Inc. (seal)  
(Name)

Wyoming  
(State of Incorporation or Organization)

By: Sherry Ludwig Sarah Osborn (seal)  
president Sarah Osborn  
(Title)

(Seal)



Attest:

Business Address: 1820 S. Loop Ave  
Casper, WY 82601  
Phone Number: 307-235-1307

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.)

**2018 CPU MATERIALS PROCUREMENT**

**PROJECT 18-002**

**BID SCHEDULE**

**March 2018**

BID SCHEDULE I - PVC PIPE		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	8" PVC Pipe	LF	2200	\$ 7.21	\$ 15862.00
TOTAL BID SCHEDULE I:					\$ 15862.00
TOTAL IN WORDS: <i>Fifteen thousand eight-hundred sixty-two dollars and zero cents</i>					

BID SCHEDULE II- SERVICE SADDLES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	8" X 3/4"	EA	12	\$ 129.38	\$ 1552.56
2	8" X 1"	EA	40	\$ 129.38	\$ 5,175.20
3	8" X 1-1/2"	EA	2	\$ 136.18	\$ 272.36
4	12" X 1"	EA	2	\$ 178.21	\$ 356.42
TOTAL BID SCHEDULE II:					\$ 7356.54
TOTAL IN WORDS: <i>Seven thousand three hundred fifty-six dollars and fifty-four cents</i>					

BID SCHEDULE III - RESILIENT SEATED GATE VALVES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	4	\$ 531.29	\$ 2125.16
2	8" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	7	\$ 807.43	\$ 5652.01
TOTAL BID SCHEDULE III:					\$ 7,777.17
TOTAL IN WORDS: <i>Seven thousand seven hundred seventy-seven dollars and seventeen cents</i>					

BID SCHEDULE IV - COPPER & POLYETHYLENE TUBING, CURB AND CORP STOPS, & APPURTENANCES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	1" Class 200 Polyethylene Pipe (100' Rolls)	EA	12	\$ 45.00	\$ 540.00
2	2" Class 200 Polyethylene Pipe (100' Rolls)	EA	1	\$ 157.00	\$ 157.00
3	3/4" Curb Stop (Cts x Cts)	EA	12	\$ 57.88	\$ 694.56
4	1" Curb Stop (Cts x Cts)	EA	15	\$ 87.01	\$ 1305.15
5	1-1/2" Curb Stop (Cts x Cts)	EA	2	\$ 208.21	\$ 416.42
6	3/4" x 1" Curb Stop (Cts x Cts)	EA	30	\$ 62.82	\$ 1884.60
7	2" Curb Stop (Cts x Cts)	EA	3	\$ 292.71	\$ 878.13
8	3/4" Corp Stop (CC x Cts)	EA	10	\$ 28.59	\$ 285.90
9	1" Corp Stop (CC x Cts)	EA	40	\$ 43.22	\$ 1728.80

10	1-1/2" Corp Stop (CC x Cts)	EA	1	\$ 124.61	\$ 124.61
11	2" Corp Stop (CC x Cts)	EA	3	\$ 206.10	\$ 618.30
12	3/4" Couplings (Cts x Cts)	EA	50	\$ 15.96	\$ 798.00
13	3/4" X 1" Couplings (Cts x Cts)	EA	30	\$ 18.53	\$ 555.90
14	1" Couplings (Cts x Cts)	EA	30	\$ 18.24	\$ 547.20
15	1" Stainless Steel Insert Liner or Stiffeners	EA	30	\$ 1.49	\$ 44.70
16	1-1/2" Stainless Steel Insert Liner or Stiffeners	EA	10	\$ 2.04	\$ 20.40
17	2" Stainless Steel Insert Liner or Stiffeners	EA	10	\$ 2.14	\$ 21.40
TOTAL BID SCHEDULE IV:					\$10,621.07
TOTAL IN WORDS: <i>Ten thousand six hundred twenty-one dollars and seven cents</i>					

BID SCHEDULE V - EXTENSION CURB BOXES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	1" x 5'-6" Extension Curb Box with 36" Stainless Steel Rods	EA	100	\$ 47.07	\$ 4,707.00
2	1" x 5'-6" Extension Curb Box without Stainless Steel Rods	EA	50	\$ 27.81	\$ 1,390.50
3	2" x 5'-6" Extension Curb Box with 36" Stainless Steel Rods	EA	15	\$ 64.20	\$ 963.00
4	Curb Box Sleeve for 1" x 5'-6" Curb Box	EA	75	\$ 8.26	\$ 619.50
TOTAL BID SCHEDULE V:					\$ 7,680.00
TOTAL IN WORDS: <i>Seven thousand six hundred eighty dollars and zero cents</i>					

BID SCHEDULE VI - VALVE BOXES & LIDS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Center Cushioning Ring - Small	EA	20	\$ 32.17	\$ 643.40
2	Complete Valve Boxes	EA	20	\$ 72.99	\$ 1,459.80
TOTAL BID SCHEDULE VI:					\$ 2,103.20
TOTAL IN WORDS: <i>Two thousand one hundred three dollars and twenty cents</i>					

BID SCHEDULE VII - PVC PRESSURE FITTINGS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" PVC Repair Sleeves	EA	12	\$ 43.27	\$ 519.24
2	8" PVC Repair Sleeves	EA	10	\$ 104.33	\$ 1,043.30
3	8" x 6" PVC Tee	EA	2	\$ 242.73	\$ 485.46
4	8" x 6" PVC Reducer	EA	4	\$ 127.88	\$ 511.52
5	2" Plastic Air Relief Valves	EA	6	\$ 298.85	\$ 1,793.10
TOTAL BID SCHEDULE VII:					\$ 4,352.62
TOTAL IN WORDS: <i>Four thousand three hundred fifty-two dollars and sixty-two cents</i>					

BID SCHEDULE VIII - TRACER WIRE & GROUND CLAMPS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Solid Core #10 Electrical Tracer Wire (500' Rolls)	EA	4	\$ 170.00	\$ 680.00
2	5# Zinc Anodes	EA	30	\$ 32.18	\$ 965.40
3	18# Zinc Anodes	EA	10	\$ 72.44	\$ 724.40
4	30# Zinc Anodes	EA	104	\$ 173.08	\$ 18,000.32
5	5# Mag Anodes	EA	30	\$ 32.50	\$ 975.00
6	32# Mag Anodes	EA	32	\$ 121.06	\$ 3,873.92
7	1/2" - 1" Brass Ground Clamps w/ Stainless Steel Screws	EA	50	\$ 5.81	\$ 290.50
TOTAL BID SCHEDULE VIII:					\$ 25,509.54

TOTAL IN WORDS: Twenty-five thousand five hundred nine dollars and fifty-four cents

BID SCHEDULE IX - FIRE HYDRANTS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Fire Hydrant with Integral Storz Nozzle - 6'-6" Bury	EA	5	\$ 2684.94	\$ 13,424.70
TOTAL BID SCHEDULE IX:					\$ 13,424.70

TOTAL IN WORDS: Thirteen thousand four hundred twenty-four dollars and seventy cents

TOTAL BASE BID (Addition of Bid Schedule I through IX): \$ 94,686.84

TOTAL BASE BID IN WORDS: Ninety-four thousand six hundred eighty-six dollars and eighty-four cents

NOTE: The Total Base Bid Amount is to be used for Bid Bond Coverage. The Total Base Bid shall consist of the addition of the complete Bid Schedules (9 each), or in the case of bids submitted for a partial amount of the nine (9) Schedules, the addition of the Bid Schedule Totals for which bids are submitted.

This bid submitted by: Dana Keiser Company of Wyoming, Inc.  
 (Individual, Partnership, Corporation, or Joint Venture Name)

RESOLUTION NO.18-76

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH DANA KEPNER COMPANY OF WYOMING, INC., FOR THE 2018 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

WHEREAS, the City of Casper desires to procure waterworks materials; and,

WHEREAS, Dana Kepner Company of Wyoming, Inc., is ready, willing and able to provide these services; and,

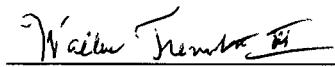
WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000.00), and other project administration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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Dana Kepner Company of Wyoming, Inc., in the amount of Sixty-Four Thousand Eight Hundred Twenty-Four and 68/100 Dollars (\$64,824.68), to furnish waterworks materials.

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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



March 21, 2018

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

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

SUBJECT: Authorizing an Agreement with Dana Kepner of Wyoming, Inc., and Waterworks Industries, Inc., in the total amount of \$93,656.68, for the 2018 CPU Materials Procurement, Project No. 18-002.

Meeting Type & Date:

Regular Council Meeting

April 17, 2018

Action Type

Resolution

Recommendation:

That Council, by two (2) separate resolutions, authorize agreements with Dana Kepner of Wyoming, Inc., in the amount of \$64,824.68 and Ferguson Enterprises, dba Waterworks Industries, in the amount of \$28,832.00 for the 2018 CPU Materials Procurement, Project No. 18-002, for a total amount of \$93,656.68.

Summary:

On Wednesday, March 21, 2018, two (2) bids were received for the 2018 CPU Materials Procurement. The bid results are as follows:

<b>Bid Schedule</b>	<b>Description</b>	<b>Dana Kepner of Wyoming</b>	<b>Waterworks Industries</b>
I	PVC Pipe	\$15,862.00*	\$16,720.00
II	Service Saddles	\$7,356.54*	\$7,524.00
III	Resilient-Seated Gate Valves	\$7,777.17*	\$10,102.00
IV	Copper & Polyethylene Tubing, Curb & Corp Stops, and Appurtenances	\$10,621.07*	\$10,649.00
V	Extension Curb Boxes	\$7,680.00*	\$7,750.00
VI	Valve Boxes and Lids	\$2,103.20*	\$2,160.00
VII	PVC Pressure Fittings	\$4,352.62	\$4,100.00*
VIII	Tracer Wire & Ground Clamps	\$25,509.54	\$24,732.00*
IX	Fire Hydrants	\$13,424.70*	\$14,500.00
	<b>TOTAL BID AMOUNTS</b>	\$94,686.84	\$98,237.00
	<b>TOTAL RECOMMENDED AWARD AMOUNTS</b>	<b>\$64,824.68</b>	<b>\$28,832.00</b>

\*Recommended award amount

The engineer's estimate prepared by the City Engineering Office was \$95,200.

Each year, bids are solicited for waterworks materials to be used by the Public Utilities Division, for in-house water main replacement projects and water distribution system maintenance. The procurement documents allow each specified bid schedule to be awarded separately to the lowest bidder for that schedule.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As both bidders were considered in-state, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

#### Financial Considerations

Funding for this project will be from Budgeted Current Revenue of the Water Fund.

#### Oversight/Project Responsibility

Andrew Colling, Engineering Tech

#### Attachments

Resolutions

Agreements

STANDARD  
PROCUREMENT AGREEMENT  
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Casper, hereinafter referred to as the "Owner," and Ferguson Enterprises, dba Waterworks Industries, 1328 West English Avenue, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

**2018 CPU Materials Procurement**

The following special services are required: Provide specific items identified in Exhibit "A" - Bid Form. (Pages BF-1 through BF-4) and Bid Schedule (BS-1 through BS-3) as follows:

Bid Schedule VII; Bid Schedule VIII

ARTICLE 2. ENGINEER.

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

ARTICLE 3. POINT OF DELIVERY.

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

Casper Public Utilities Garage  
1600 Wyoming Boulevard  
Casper, WY 82604

ARTICLE 4. CONTRACT TIME.

4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.

#### ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within a period of thirty (30) calendar days subsequent to the Procurement Contract date.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollar(s) (\$200.00) for each day that expires after the time specified in Paragraph 4.1 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Twenty-Eight Thousand Eight Hundred Thirty-Two and 00/100 Dollars (\$28,832.00). See Exhibit "A" - Bid Form and Bid Schedule.

#### ARTICLE 6. PAYMENT PROCEDURES.

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

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
  - 6.1.1 Upon receipt and approval of Shop Drawings and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

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

#### ARTICLE 7. INTEREST.

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

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

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

8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.

8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.

8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

#### ARTICLE 9. PROCUREMENT DOCUMENTS.

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

9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).

- 9.2 Exhibit "A" - Bid Form (BF-1 to BF-4), Bid Schedule (BS-1 to BS-3).
- 9.3 Addenda – None.
- 9.4 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.5 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.6 Procurement Specifications bearing the title "2018 CPU Materials Procurement", the contents as listed in the Table of Contents thereof.
- 9.7 Notice of Award.
- 9.8 Documentation submitted by Contractor prior to Notice of Award.
- 9.9 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.10 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.11 Minutes of Pre-Bid meetings, if any.

**ARTICLE 10. MISCELLANEOUS.**

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

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

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

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

ATTEST:

Ferguson Enterprises, dba Waterworks Industries

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**  
**2018 CPU Materials Procurement, Project 18-002**

**THIS BID SUBMITTED TO:      City of Casper**  
**Public Services Department**  
**Public Utilities Division**  
**200 North David Street**  
**Casper, Wyoming 82601**

1.    The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with the City in the form included in the Procurement Documents and to furnish the Goods as specified or indicated in the Procurement Documents for the Contract Price, within the Contract Time, in accordance with the Procurement Documents, and with Article 4 of the Procurement Agreement.
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 Bond. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Procurement Documents and submit the other documents required by the Procurement Documents within thirty (30) days after the date of Owner'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 Procurement Agreement, 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>  0  </u>	Dated <u>  3/21/18  </u>
Addendum No. <u>  0  </u>	Dated <u>  3/21/18  </u>
  - B.    Bidder has examined the site and locality where the Goods are to be furnished, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or furnishing the Goods 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 or 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 or business entity to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City; and,

5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule Page 3 of 3) \$ 98,237.00

TOTAL BASE BID, IN WORDS: NINETY-EIGHT THOUSAND

TWO HUNDRED THIRTY-SEVEN DOLLORS & NO CENTS DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods 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.

7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.

8. Communications concerning this Bid shall be addressed to:

Address of Bidder: WATERWORKS INDUSTRIES A FERGUSON ENTERPRISE  
1328 WEST ENGLISH AVE  
CASPER, WY 82604

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on MARCH 21, 2018.

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: \_\_\_\_\_

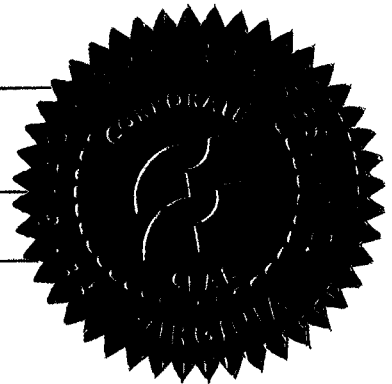
A CORPORATION OR LIMITED LIABILITY COMPANY

By: Ferguson Enterprises, dba Waterworks Industries (seal)  
(Name)

Virginia  
(State of Incorporation or Organization)

By: [Signature]  
General Manager  
(Title)

(Seal)



Attest:

Business Address: 1328 W. English Ave, Casper, WY 82601-1615

Phone Number: 307-233-6395

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.)

**2018 CPU MATERIALS PROCUREMENT**

**PROJECT 18-002**

**BID SCHEDULE**

**March 2018**

<b>BID SCHEDULE I - PVC PIPE</b>		<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	8" PVC Pipe	LF	2200	\$ 7.60	\$ 16,720.00
<b>TOTAL BID SCHEDULE I:</b>					<b>\$ 16,720.00</b>
<b>TOTAL IN WORDS: SIXTEEN THOUSAND SEVEN HUNDRED TWENTY DOLLARS &amp; NO CENTS</b>					

<b>BID SCHEDULE II- SERVICE SADDLES</b>		<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	8" X 3/4"	EA	12	\$ 132.00	\$ 1,584.00
2	8" X 1"	EA	40	\$ 132.00	\$ 5,280.00
3	8" X 1-1/2"	EA	2	\$ 139.00	\$ 278.00
4	12" X 1"	EA	2	\$ 191.00	\$ 382.00
<b>TOTAL BID SCHEDULE II:</b>					<b>\$ 7,524.00</b>
<b>TOTAL IN WORDS: SEVEN THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS &amp; NO CENTS</b>					

<b>BID SCHEDULE III - RESILIENT SEATED GATE VALVES</b>		<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	6" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	4	\$ 688.00	\$ 2,752.00
2	8" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	7	\$ 1,050.00	\$ 7,350.00
<b>TOTAL BID SCHEDULE III:</b>					<b>\$ 10,102.00</b>
<b>TOTAL IN WORDS: TEN THOUSAND ONE HUNDRED TWO DOLLARS &amp; NO CENTS</b>					

<b>BID SCHEDULE IV - COPPER &amp; POLYETHYLENE TUBING, CURB AND CORP STOPS, &amp; APPURTENENACES</b>		<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	1" Class 200 Polyethylene Pipe (100' Rolls)	EA	12	\$ 39.00	\$ 468.00
2	2" Class 200 Polyethylene Pipe (100' Rolls)	EA	1	\$ 57.00	\$ 57.00
3	3/4" Curb Stop (Cts x Cts)	EA	12	\$ 56.00	\$ 672.00
4	1" Curb Stop (Cts x Cts)	EA	15	\$ 85.00	\$ 1,275.00
5	1-1/2" Curb Stop (Cts x Cts)	EA	2	\$ 195.00	\$ 390.00
6	3/4" x 1" Curb Stop (Cts x Cts)	EA	30	\$ 60.00	\$ 1,800.00
7	2" Curb Stop (Cts x Cts)	EA	3	\$ 288.00	\$ 864.00
8	3/4" Corp Stop (CC x Cts)	EA	10	\$ 39.00	\$ 390.00
9	1" Corp Stop (CC x Cts)	EA	40	\$ 52.00	\$ 2,080.00

10	1-1/2" Corp Stop (CC x Cts)	EA	1	\$ 122.00	\$ 122.00
11	2" Corp Stop (CC x Cts)	EA	3	\$ 197.00	\$ 591.00
12	3/4" Couplings (Cts x Cts)	EA	50	\$ 15.00	\$ 750.00
13	3/4" X 1" Couplings (Cts x Cts)	EA	30	\$ 17.00	\$ 510.00
14	1" Couplings (Cts x Cts)	EA	30	\$ 17.00	\$ 510.00
15	1" Stainless Steel Insert Liner or Stiffeners	EA	30	\$ 2.00	\$ 60.00
16	1-1/2" Stainless Steel Insert Liner or Stiffeners	EA	10	\$ 4.00	\$ 40.00
17	2" Stainless Steel Insert Liner or Stiffeners	EA	10	\$ 7.00	\$ 70.00
<b>TOTAL BID SCHEDULE IV:</b>					<b>\$ 10,649.00</b>

**TOTAL IN WORDS: TEN THOUSAND SIX HUNDRED FORTY-NINE DOLLARS & NO CENTS**

BID SCHEDULE V - EXTENSION CURB BOXES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	1" x 5'-6" Extension Curb Box with 36" Stainless Steel Rods	EA	100	\$ 49.00	\$ 4,900.00
2	1" x 5'-6" Extension Curb Box without Stainless Steel Rods	EA	50	\$ 27.00	\$ 1,350.00
3	2" x 5'-6" Extension Curb Box with 36" Stainless Steel Rods	EA	15	\$ 65.00	\$ 975.00
4	Curb Box Sleeve for 1" x 5'-6" Curb Box	EA	75	\$ 7.00	\$ 525.00
<b>TOTAL BID SCHEDULE V:</b>					<b>\$ 7,750.00</b>

**TOTAL IN WORDS: SEVEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS & NO CENTS**

BID SCHEDULE VI - VALVE BOXES & LIDS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Center Cushioning Ring - Small	EA	20	\$ 33.00	\$ 660.00
2	Complete Valve Boxes	EA	20	\$ 75.00	\$ 1,500.00
<b>TOTAL BID SCHEDULE VI:</b>					<b>\$ 2,160.00</b>

**TOTAL IN WORDS: TWO THOUSAND ONE HUNDRED SIXTY DOLLARS & NO CENTS**

BID SCHEDULE VII - PVC PRESSURE FITTINGS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" PVC Repair Sleeves	EA	12	\$ 38.00	\$ 456.00
2	8" PVC Repair Sleeves	EA	10	\$ 91.00	\$ 910.00
3	8" x 6" PVC Tee	EA	2	\$ 211.00	\$ 422.00
4	8" x 6" PVC Reducer	EA	4	\$ 119.00	\$ 476.00
5	2" Plastic Air Relief Valves	EA	6	\$ 306.00	\$ 1,836.00
<b>TOTAL BID SCHEDULE VII:</b>					<b>\$ 4,100.00</b>

**TOTAL IN WORDS: FOUR THOUSAND ONE HUNDRED DOLLARS & NO CENTS**

BID SCHEDULE VIII - TRACER WIRE & GROUND CLAMPS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Solid Core #10 Electrical Tracer Wire (500' Rolls)	EA	4	\$ 150.00	\$ 600.00
2	5# Zinc Anodes	EA	30	\$ 32.00	\$ 960.00
3	18# Zinc Anodes	EA	10	\$ 73.00	\$ 730.00
4	30# Zinc Anodes	EA	104	\$ 169.00	\$ 17,576.00
5	5# Mag Anodes	EA	30	\$ 31.00	\$ 930.00
6	32# Mag Anodes	EA	32	\$ 118.00	\$ 3,776.00
7	½" - 1" Brass Ground Clamps w/ Stainless Steel Screws	EA	50	\$ 3.20	\$ 160.00
<b>TOTAL BID SCHEDULE VIII:</b>					<b>\$ 24,732.00</b>
<b>TOTAL IN WORDS: TWENTY FOUR THOUSAND SEVEN HUNDRED THIRTY-TWO DOLLARS &amp; NO CENTS</b>					
BID SCHEDULE IX - FIRE HYDRANTS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Fire Hydrant with Integral Storz Nozzle - 6'-6" Bury	EA	5	\$ 2,900.00	\$ 14,500.00
<b>TOTAL BID SCHEDULE IX:</b>					<b>\$ 14,500.00</b>
<b>TOTAL IN WORDS: FOURTEEN THOUSAND FIVE HUNDRED DOLLARS &amp; NO CENTS</b>					

TOTAL BASE BID (Addition of Bid Schedule I through IX): \$

98,237.00

**TOTAL BASE BID IN WORDS: NINETY-EIGHT THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS & NO CENTS**

**NOTE: The Total Base Bid Amount is to be used for Bid Bond Coverage. The Total Base Bid shall consist of the addition of the complete Bid Schedules (9 each), or in the case of bids submitted for a partial amount of the nine (9) Schedules, the addition of the Bid Schedule Totals for which bids are submitted.**

This bid submitted by: CORPORATION  
 (Individual, Partnership, Corporation, or Joint Venture Name)

RESOLUTION NO.18-77

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH FERGUSON ENTERPRISES, DBA WATERWORKS INDUSTRIES, INC., FOR THE 2018 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

WHEREAS, the City of Casper desires to procure waterworks materials; and,

WHEREAS, Ferguson Enterprises, dba Waterworks Industries, Inc., Casper, Wyoming, is ready, willing and able to provide these services; 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 Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Ferguson Enterprises, dba Waterworks Industries, Inc., Casper, Wyoming, in the amount of Twenty-Eight Thousand Eight Hundred Thirty-Two and 00/100 Dollars (\$28,832.00), to furnish waterworks materials.

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

March 9, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Cynthia Langston, Solid Waste Division Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Golder Associates, Inc. (Golder), in the amount of \$59,643, for the Balefill Environmental Monitoring Plan (EMP) and Assessment of Corrective Measures (ACM) Updates, Project No. 18-043.

Meeting Type & Date:

Regular Council Meeting  
April 17, 2018

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with Golder, for Engineering Support Services related to updating the EMP and ACM, both for the Casper Closed Balefill, Project No. 18-043, in the amount of \$59,643.

Summary:

In 2015, the City of Casper hired Golder to complete the EMP and ACM for the Casper Closed Balefill. Due to the recently installed Balefill gas collection and control system (GCCS), installed in 2017, the Wyoming Department of Environmental Quality's (WDEQ) Landfill Remediation Program (LRP) is requiring an update to the Balefill EMP and ACM to include the GCCS.

The update includes:

1. Developing a work plan and necessary field work to modify the existing groundwater monitoring well network and existing methane monitoring well network;
2. Installation of new monitoring wells and abandonment of two (2) existing monitoring wells;
3. Reclassification of existing groundwater monitoring wells;
4. A phytoremediation engineering study for the Closed Balefill;
5. Consultant meetings with City Staff and WDEQ Staff;
6. Casper Regional Landfill airspace usage and cell construction estimating;
7. An update to the Solid Waste Facility's financial planning model for future cell closures and post-closures;
8. Conducting public meetings and review prior to the submittal of the ACM.

Memo - Golder  
Balefill EMP and ACM Updates  
Proj. No. 18-043

Page 1 of 2



City Staff has reviewed Golder's proposal and recommends Golder to perform the work as part of the Balefill EMP and ACM Updates, Project No. 18-043, for \$59,643.

Financial Considerations:

Funding for this project will be from the City's Balefill Fund reserves with reimbursement available under the WDEQ's LRP.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution

Agreement

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 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. Golder Associates, Inc., 44 Union Boulevard, Suite 300, Lakewood, Colorado 80228 (“Consultant”).

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

### RECITALS

A. The City is undertaking a project to upgrade the environmental monitoring network, Environmental Monitoring Plan (EMP), and Assessment of Corrective Measures (ACM) for the closed Casper Balefill.

B. The project requires professional services for the work as part of the Balefill EMP and ACM Updates, Project No. 18-043.

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project as provided in Exhibit “A”, Page 1 of 10 to Page 10 of 10, which is attached hereto and made a part of this Contract.

2. TIME OF PERFORMANCE:

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

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Fifty-Nine Thousand Six Hundred Forty-Three and 00/100 Dollars (\$59,643.00).

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 Consultant 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 Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

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

APPROVED AS TO FORM

White Trust

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONSULTANT  
Golder Associates, Inc.

By: [Signature]  
Printed Name: MARSHA ACREZ  
Title: CUSTOMER SERVICE

By: [Signature]  
Printed Name: MARK McLEOD  
Title: PRINCIPAL

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*



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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the

City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



March 7, 2018

Proposal No. P1895815

**Cindie Langston**  
 Solid Waste Manager  
 Casper, WY 82601  
 1886 N. Station Road

**PROPOSAL FOR UPGRADES TO THE ENVIRONMENTAL MONITORING NETWORK AND UPDATING THE ENVIRONMENTAL MONITORING PLAN (EMP) AND ASSESSMENT OF CORRECTIVE MEASURES (ACM) FOR THE CLOSED CASPER BALEFILL, AND UPDATES TO THE ANNUAL PROJECTED AIRSPACE PLANNING SPREADSHEET, CELL CONSTRUCTION AND CLOSURE COST ESTIMATES, AND RESERVE FUND FINANCIAL PLANNING MODEL FOR THE CASPER REGIONAL LANDFILL**

Dear Cindie:

Golder Associates Inc. (Golder) has prepared this proposal for the City of Casper (the City) for upgrading the environmental monitoring network and updating the Environmental Monitoring Plan (EMP) and the Assessment of Corrective Measures (ACM) for the closed Casper Balefill. Upgrades to the environmental monitoring network for the closed Casper Balefill will include the installation of new groundwater and landfill gas (i.e. methane) monitoring wells and the abandonment of two existing groundwater monitoring wells. The EMP revisions will be necessary to reflect the upgrades to the environmental monitoring network and to reclassify the network as agreed to with the Wyoming Department of Environmental Quality (WDEQ). Updates to the ACM are required to provide additional technical information on applicable corrective measures options and update the associated cost information.

This proposal also includes requested updates to the annual projected airspace usage, cell construction, and cell closure planning spreadsheets, cell construction and closure cost estimates, and Reserve Fund planning model for the Casper Regional Landfill (CRL).

Additional details for each of these items are discussed in the following sections.

**Phase 001 – Upgrades to the Environmental Monitoring Network**

In the July 17, 2017 teleconference with the City, WDEQ, and Golder, it was agreed that three new groundwater monitoring wells at two locations (one location being a nested shallow and deep completion) would be installed to supplement the existing groundwater monitoring network. Installation of the new monitoring wells will make existing monitoring well M-2 redundant, and therefore no longer necessary and existing monitoring well M-14 may be impacted by activities performed at the adjacent fire training facility. As such, M-2 and M-14 are proposed for abandonment. Specific upgrades to the environmental monitoring network will include the installation of three new groundwater monitoring wells (MW-28, MW-29, and MW-30) and three new methane monitoring wells (MM-20, MM-21, MM-22). This phase of work includes developing a work plan and the fieldwork necessary to complete the necessary upgrades.

### ***Environmental Monitoring Network Upgrades Work Plan***

Golder will prepare an Environmental Monitoring Network Upgrades Work Plan (Work Plan) for submittal to WDEQ. The Work Plan will outline borehole drilling, monitoring well installation and development, methane monitoring well installation, and monitoring well abandonment procedures. The Work Plan will include a site-specific Health and Safety Plan. A draft Work Plan will be submitted for review to both the City and WDEQ. Upon receipt of City and WDEQ comments, a final Work Plan will be submitted. The upgrades to the environmental monitoring network will be scheduled upon receipt of WDEQ approval of the final Work Plan.

### ***Environmental Monitoring Network Upgrades Field Work***

Golder will contract with local drilling contractor Henderson Drilling Inc. of Casper, Wyoming, to execute the field program as specified in the Work Plan. Groundwater and methane monitoring well borings will be drilled using hollow stem auger methods. As agreed upon with the City and WDEQ monitoring wells M-28, M-29, and M-30 will be installed at the compliance boundary (i.e., approximately 150 meters from the waste boundary) and at the approximate locations shown on Figure 1. The proposed new monitoring well M-28 will be a single, "shallow" completion installed to monitor the first occurrence of groundwater beneath the site. The proposed new monitoring wells M-29 and M-30 will be a dual completion (i.e. one "shallow" completion and one "deep" completion at a single location but separate boreholes). New monitoring well M-29 will be the "shallow" completion installed to monitor the first occurrence of groundwater beneath the site and M-30 will be the "deep" completion installed to monitor the same interval (weathered Cody Shale bedrock) as existing monitoring wells M-19 and M-25. For health and safety purposes, the borehole area will be monitored for the presence of volatile organic compounds with the use of a photoionization detector (PID) equipped with a 10eV lamp.

Groundwater levels will be monitored for a minimum of 24 hours after drilling at the M-28 and M-30 locations for the selection of the monitoring well screen interval. However, for costing purposes, it has been assumed that each well will be drilled to a maximum depth of 50 feet below ground surface (ft bgs). This is a conservative estimate based on the drilled and installation depths of nearby existing monitoring wells M-2, M-7, M-14, M-19, M-22, M-25, AS-2, and AS-3. Monitoring wells will be constructed of 2-inch, Schedule 40, flush-threaded PVC well casing, screen, and end caps. Monitoring well screens will be 0.010 mill-slotted with a maximum length of 10 feet. The wells will be installed with a 10-20 fraction sand filter pack and each well will have a minimum 2-foot long hydrated bentonite chip seal installed above the filter pack. The wells will be grouted from above the bentonite seal to the ground surface with positive displacement techniques. Each well will be completed at the surface with a 2-foot by 2-foot by 4-inch thick concrete pad and locking steel well vault. The newly installed monitoring wells will be developed with the use of surge block and bailer methods. Water quality parameters including pH, conductivity and temperature will be monitored throughout development and development will continue until a minimum of five well volumes have been purged and water quality parameters are stable. Water quality parameters will be considered stable when there is no more than a ten percent difference in three consecutive measurements of pH and conductivity.

Monitoring well drilling, installation, and completion procedures will be in accordance with the Wyoming State Engineer's Office (WY SEO) Regulations and Instructions, Part III, Water Well Minimum Construction Standards (Revised June 2011) for Type III groundwater wells. Drilling, installation and completion procedures and details will be provided in the Work Plan.

Methane monitoring wells MM-20, MM-21, and MM-22 will be constructed of the same materials, and installed per the same general procedures, as the groundwater monitoring wells. For costing purposes it has been assumed that the methane monitoring probes will be installed to a maximum depth of 50 ft bgs with 45 ft of screen. The locations of the methane monitoring wells has not yet been determined, but will be identified in the Work Plan. Drilling, installation and completion procedures and details for the methane monitoring wells will be provided in the Work Plan. The methane monitoring wells will be completed with air tight locking plugs with quick-connect vent ports.

Existing groundwater monitoring wells M-2 and M-14 will be abandoned per the WY SEO Regulations and Instructions, Part III, Water Well Minimum Construction Standards (Revised June 2011) for Type III wells. The monitoring wells will be grouted from the bottom to the top with positive displacement techniques and the surface completion and well casing will be removed to at least 18-inches below ground surface. The abandonment area will be back-filled with enough clean soil from the surrounding area to allow for settling. A WDEQ Water Quality Division Plugging and Abandonment Report for Public Water Supply Wells, Boreholes, Monitoring Wells, and Observation Wells will be completed for both M-2 and M-14 well abandonments.

The assumptions that have been made for scoping the field program include the following:

- Drilling waste, including but not limited to, packing materials, bags, plastic sleeves, abandoned well casing/screen and surface completions can be disposed of at the active Casper Regional Landfill with no cost for tipping fees.
- Any hardware (e.g., pumps, electrical, plumbing) that may be present in existing wells M-2 and M-14 will be removed by the City prior to abandonment.
- Surveying of the locations and elevations of M-28, M-29, M-30, MM-20, MM-21, and MM-22 is not included in this proposal.
- Drill cuttings and well purge/development water can be spread on the ground surface near each drill site. Containerization of drill cuttings and purge/development water will not be performed.
- Drilling depths for M-28, M-29, M-30, MM-20, MM-21, and MM-22 will not exceed 50 ft each, or an average of 50 ft each for all borings.
- Abandonment depths for M-2 and M-14 will not exceed 50 ft.

## **Phase 002 – Closed Balefill EMP Update**

This phase includes the effort to revise the EMP as agreed upon during the July 17, 2017 teleconference with the City and WDEQ. A draft Scope of Work for EMP revisions was submitted to the City on July 31, 2017. The scope of work proposed under Phase 2, here, is the same as described in the July 31, 2017 scope of work.

In summary, the following changes to the Balefill EMP are proposed:

- The re-classification of the groundwater monitoring wells into three categories, "Routine Monitoring Wells", "Compliance Monitoring Wells", and "Landfill Remediation Program Monitoring Wells"
- Routine Monitoring Wells will include existing monitoring wells M-8, M-16, M-17, M-20, M-21, M-23, M-24

- Compliance Monitoring Wells will include existing monitoring wells M-13, M-18, M-19, M-25, AS-2, AS-4
- Landfill Remediation Program Monitoring Wells will include the Compliance Monitoring Wells listed above plus existing monitoring wells M-7, M-12, M-22, AS-3, the seep location Seep A, and proposed new monitoring wells M-28, M-29, M-30
- Include reference to the three new groundwater monitoring wells, M-28, M-29, and M-30 and three new methane monitoring wells, MM-20, MM-21, and MM-22, as necessary in the applicable text, tables and figures
- Remove reference to existing M-2 and M-14 as necessary in the applicable text, tables and figures

The proposed re-classification of groundwater monitoring wells is shown on Figure 1. The Routine Monitoring Wells will be monitored at the frequency described in the existing Balefill EMP (Golder, 2015), semi-annually in April and September of each year. Routine Monitoring Wells requiring Appendix B monitoring will be monitored for Appendix B constituents in September of every other odd year as described in the existing EMP. Compliance and Landfill Remediation Monitoring Wells will be monitored under the Landfill Remediation Program and at a frequency agreed upon with WDEQ.

No changes to the statistical methods or frequency of performing statistics on ground water data for the detection monitoring program are proposed at this time. However, new monitoring wells M-28, M-29, and M-30 will be added to the interwell statistical analysis comparing water chemistry data from these new wells to the upgradient well, M-16, to evaluate for statistically significant increases.

It is proposed to revise the statistical analysis methods for the assessment monitoring program to not include upper confidence limit and lower confidence limit comparisons. Rather, it is proposed to limit the statistical analysis during assessment monitoring to comparisons to the applicable groundwater protection standards (GPS) and interwell prediction limits. This change will only be implemented upon receipt of WDEQ approval.

The landfill gas (i.e., methane) monitoring section of the EMP will be revised to specify that methane monitoring will be performed with the City-owned Landtec GEM5000 landfill gas analyzer.

### **Phase 003 – Closed Balefill ACM Update**

This phase includes the effort to update the ACM. At this time, it is not known the exact updates that will be included. However, Golder will be prepared to make any of the e following revisions in concert with the City and ongoing discussions with WDEQ.

- Provide additional technical information on phytoremediation including:
  - Seasonal effectiveness use pump and treat or other remedy during dormant vegetation season (December – February);
  - Type, density, and location of tree plantings;
  - Methods of monitoring; and
  - Additional citation and conclusions from applicable literature on the effectiveness of phytoremediation for chlorinated solvents in Casper's climate.

- Provide additional information on the alternative to install additional methane monitoring wells consistent with Phase 1 and 2 of our scope proposal provided above and/or an evapotranspiration cap over the abandoned landfill area southwest of the Closed Casper Balefill in the selected remedy. This will include the environmental and regulatory reasons for including either or both as a part of the remedy;
- Provide updated cost information, including more detailed cost data for remediation monitoring, phytoremediation, and earthen cap improvements; and
- Update the proposed ACM groundwater monitoring system to show the portions of the groundwater and landfill gas monitoring system to be a part of the remedial action.

### **Phase 004 – Meetings**

This phase includes three meetings with the City and WDEQ, two via teleconference and one in-person meeting in Casper. It is assumed that meetings will be required to discuss, and agree on, the final contents of the Environmental Monitoring Network Upgrades Work Plan, EMP updates, and/or ACM updates. The dates of these meetings will be dependent on the timeline for submittal of each document.

### **Phase 005 – Casper Regional Landfill**

As requested by you via email on February 13, 2018, this phase includes effort to update the annual projected airspace usage and cell construction and closure planning spreadsheets and cell construction and closure cost estimates for the Casper Regional Landfill (CRL). The scope and estimated cost to perform each of these tasks is summarized herein.

#### ***Estimate 2018 Airspace Consumption and Update Airspace Planning Spreadsheets***

Golder understands that the City will be flying the CRL site for a topographic survey in June 2018. Under this task, Golder will compute the annual volumetric airspace consumed in the CRL and C&D Cell by performing volumetric comparisons between the June 2018 and June 2017 topographic surveys using AutoCad Civil 3D software.

Additionally, Golder will evaluate the average annual in-place density achieved based on in-coming waste tonnage records to be provided by the City. These figures will be used to support updates to the site-wide projected airspace planning spreadsheet.

#### ***Update Cell Construction and Cell Closure Cost Estimates***

Golder further understands that the City plans to self-perform a significant portion of the excavation work associated with the construction of landfill cells 5 through 8. Under this task, Golder will update the cell construction cost estimates to more accurately estimate third-party construction costs for these cells. Additionally, more current unit pricing data for earthworks and geosynthetic procurement and installation has become available since the last update to the cell construction and closure cost estimates; this cost data will be used in updating the existing cell construction and closure cost estimates.

#### ***Reserve Fund Planning Model***

Based on the updated dates for cell construction and cell closure and the updated cell construction and closure cost estimates, Golder will update the Reserve Fund financial planning model spreadsheet. Updates to the Reserve Fund financial planning model will also include the separation of annual reserve fund deposits required for cell construction from state guarantee trust account payments for facility closure and post-closure.



Cindie Langston  
City of Casper

Proposal No. P1895815  
March 7, 2018

## Cost and Schedule

The total estimated fees for the scope of work described herein is \$59,643. A breakdown of these fees is provided in Table 1. Golder proposes to perform this work under a new professional services contract with the City with the same terms and conditions as our most recent contract with the City for the 2018 environmental monitoring of the closed Casper Balefill (City project number 18-005). To allow for WDEQ reimbursement, Phases 001 through 004 will be billed separately from Phase 005.

The draft Environmental Monitoring Network Upgrades Work Plan will be submitted to the City within 30 days of contract award and the field program to execute the upgrades will be scheduled upon receipt of WDEQ approval of the Work Plan. The field program should be completed such that the proposed methane monitoring wells will be installed in advance of the third quarter 2018 methane monitoring event. Golder can start on both the EMP and ACM updates upon notice of award. However, it is recommended that the final EMP revisions be completed and submitted for WDEQ approval after completion of the environmental monitoring network upgrades, which will be reflected in the revised EMP.

Golder understands that the City would like the CRL airspace planning work completed no later than September 30, 2018. Golder can start on this work upon receiving the June 2018 topographic survey data.

We sincerely appreciate this opportunity to be of service to the City. If you have any questions, please do not hesitate to contact the undersigned at (303) 980-0540.

Sincerely,

**Golder Associates Inc.**



**Matt Somogyi**  
*Project Manager*



**Mark McClain**  
*Principal*

MKS/MEM/JAR/ds

Attachments: Table 1: Cost Estimate  
Figure 1: Groundwater Monitoring Well and Methane Monitoring Well Locations

[https://golderassociates.sharepoint.com/sites/1895815/proposal\\_project management/admin-deliverables/prop\\_rev1\\_07mar18/p1895815\\_prop\\_cbf\\_emp-acm\\_updtanddrilling\\_rev1\\_07mar18.docx](https://golderassociates.sharepoint.com/sites/1895815/proposal_project%20management/admin-deliverables/prop_rev1_07mar18/p1895815_prop_cbf_emp-acm_updtanddrilling_rev1_07mar18.docx)

Table

Table 1: Cost Estimate

Environmental Monitoring Network Improvements, EMP and ACM Updates - Casper Balefill  
 Airspace Planning, Construction and Closure Cost Estimates, Financial Model - Casper Regional Landfill  
 City of Casper; Golder Associates Inc. (Golder)  
 Mar-18

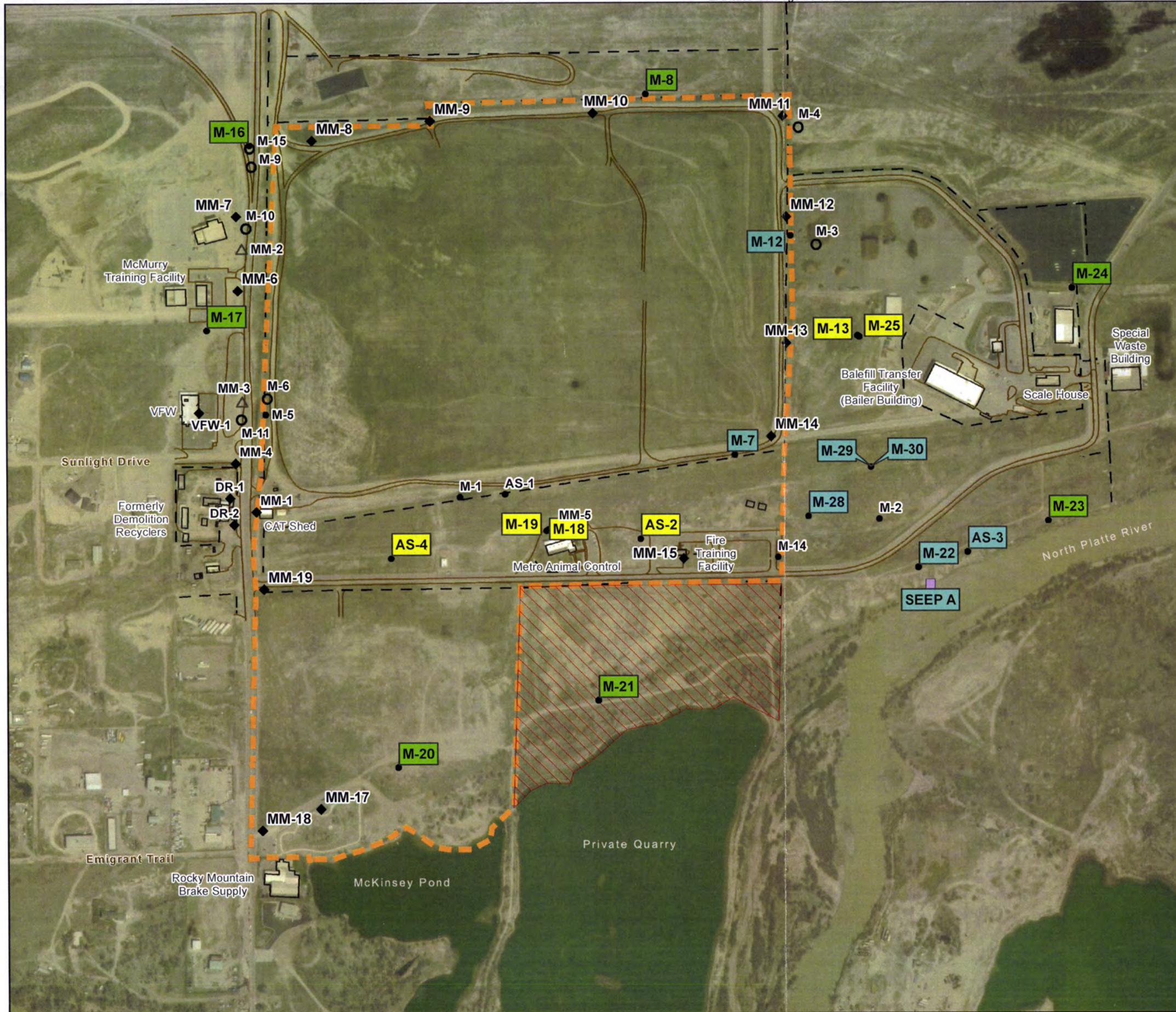
DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTIPLERS	SUBTOTAL
<b>Phase 001: Upgrades to the Environmental Monitoring Network</b>					
<b>Environmental Monitoring Network Upgrades Work Plan</b>					
Golder Project Director	2	HR	\$ 190 00	1 00	\$ 380 00
Golder Project Manager	24	HR	\$ 125 00	1 00	\$ 3,000 00
Golder Drafting/GIS	3	HR	\$ 125 00	1 00	\$ 375 00
Golder Clerical	4	HR	\$ 65 00	1 00	\$ 260 00
<b>Environmental Monitoring Network Upgrades Field Program</b>					
Golder Project Director	3	HR	\$ 190 00	1 00	\$ 570 00
Golder Project Manager	10	HR	\$ 125 00	1 00	\$ 1,250 00
Golder Hydrogeologist	75	HR	\$ 100 00	1 00	\$ 7,500 00
Golder Hydrogeologist, per diem	7	ea	\$ 144 00	1 00	\$ 1,008 00
Rental equipment (PID, water quality meter, water level meter)	1	week	\$ 500 00	1 10	\$ 550 00
Drilling Subcontractor, Henderson Drilling	1	each	\$ 12,235 00	1 10	\$ 13,458 50
<b>Environmental Monitoring Network Upgrades Report</b>					
Golder Project Director	2	HR	\$ 190 00	1 00	\$ 380 00
Golder Project Manager	20	HR	\$ 125 00	1 00	\$ 2,500 00
Golder Hydrogeologist	8	HR	\$ 100 00	1 00	\$ 800 00
Golder Drafting/GIS	3	HR	\$ 125 00	1 00	\$ 375 00
Golder Clerical	4	HR	\$ 65 00	1 00	\$ 260 00
<b>Task Subtotal</b>					<b>\$ 32,666.50</b>
<b>Phase 002: EMP Update</b>					
Golder Project Director	2	HR	\$ 190 00	1 00	\$ 380 00
Golder Project Manager	8	HR	\$ 125 00	1 00	\$ 1,000 00
Golder Drafting/GIS	3	HR	\$ 125 00	1 00	\$ 375 00
Golder Clerical	4	HR	\$ 65 00	1 00	\$ 260 00
<b>Task Subtotal</b>					<b>\$ 2,015 00</b>
<b>Phase 003: ACM Update</b>					
Golder Project Director	20	HR	\$ 190 00	1 00	\$ 3,800 00
Golder Project Manager	4	HR	\$ 125 00	1 00	\$ 500 00
Golder Senior Engineer	30	HR	\$ 165 00	1 00	\$ 4,950 00
Golder Drafting/GIS	4	HR	\$ 125 00	1 00	\$ 500 00
Golder Clerical	4	HR	\$ 65 00	1 00	\$ 260 00
<b>Task Subtotal</b>					<b>\$ 10,010 00</b>
<b>Phase 004: Meetings, 2 Teleconference, 1 in Casper</b>					
<b>Two Meetings Via Teleconference</b>					
Golder Project Director	6	HR	\$ 190 00	1 00	\$ 1,140 00
Golder Project Manager	6	HR	\$ 125 00	1 00	\$ 750 00
<b>Meeting in Casper</b>					
Golder Project Director	15	HR	\$ 190 00	1 00	\$ 2,850 00
Golder Senior Engineer	15	HR	\$ 165 00	1 00	\$ 2,475 00
Per Diem (per person, per day for 1 day each)	2	Day	\$ 144 00	1 00	\$ 288 00
<b>Task Subtotal</b>					<b>\$ 7,503 00</b>
<b>Phase 005: CRL Airspace Planning, Cell Construction &amp; Closure Cost Estimates, and Financial Model Updates</b>					
Golder Project Director	6	HR	\$ 190 00	1 00	\$ 1,140 00
Golder Senior Engineer	12	HR	\$ 165 00	1 00	\$ 1,980 00
Golder Project Engineer	30	HR	\$ 115 00	1 00	\$ 3,450 00
Golder Clerical	6	HR	\$ 65 00	1 00	\$ 390 00
Office Service Fee	-	-	-	7%	\$ 488 00
<b>Task Subtotal</b>					<b>\$ 7,448 00</b>

TOTAL (in 2018 dollars) **\$ 59,643**

Notes

- 1 Costs are based on the quantity of units shown. If additional units are added by the Owner (e.g., more meetings added), the costs will increase.
- 5 Costs are in 2018 dollars. If services extend beyond 2018, unit rates shall increase by 3% per year.

Figure



**LEGEND**

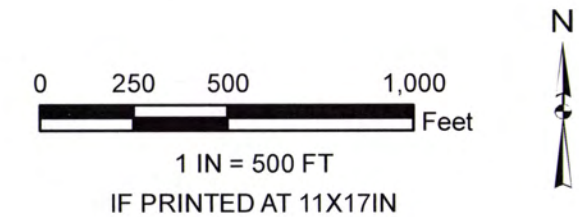
- Balefill Permit Boundary
- Off Site (Knife River) Property
- Fence
- Road
- Monitoring Location
  - Groundwater Monitoring Well
  - Abandoned Groundwater Monitoring Well
  - Methane Monitoring Probe
  - Former Methane Monitoring Probe
  - Seep (Groundwater)
  - Remediation Monitoring Well Network
  - Compliance Monitoring Well Network for Landfill Remediation Program
  - Routine Monitoring Well Network

**NOTES**

Boundaries are approximate.  
 M-10 and MM-2 were buried during construction and are no longer in use.  
 M-16 is the upgradient well.  
 The Landfill Remediation Program Monitoring Well Network includes the monitoring wells shown in blue plus the Compliance Monitoring Wells shown in yellow.

**REFERENCE**

Aerial photography: USDA-FSA AFPO, 2016.  
 Coordinate System: NAD 1983 StatePlane Wyoming East Central FIPS 4902 Feet.



PROJECT <b>CITY OF CASPER BALEFILL CASPER, WY</b>	
TITLE <b>GROUNDWATER MONITORING WELL AND METHANE MONITORING WELL LOCATIONS</b>	
PROJECT No. P1895815	FILE No: 1167_104470_Fig1_ExistingWellsandProbes_Book0
<b>Golder Associates</b> Denver, Colorado	SCALE AS SHOWN
<b>FIGURE 1</b>	

M:\CasperNewProject\1784470\Maping\11x17\_1784470\_Fig01\_ExistingWellsandProbes\_Balefill.mxd | 2/13/2018 3:15:37 PM | KJCarpenter

RESOLUTION NO. 18-78

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC. (GOLDER) FOR THE BALEFILL EMP AND ACM UPDATES, PROJECT NO. 18-043.

WHEREAS, the City of Casper desires to enter into a Contract for updating the existing Environmental Monitoring Plan (EMP) and Assessment of Corrective Measures (ACM) for the Casper Closed Balefill, in accordance with Wyoming Department of Environmental Quality, Landfill Remediation Program regulations; and,

WHEREAS, the City of Casper desires to have Golder provide the engineering services required for the updates; and,

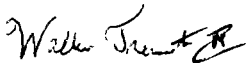
WHEREAS, Golder, is able and willing to provide the required services for Balefill EMP and ACM Updates, Project No. 18-043.

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

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the contract, equal to a total fixed cost amount of Fifty-Nine Thousand Six Hundred Forty-Three and 00/100 Dollars (\$59,643.00).

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 2, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Cynthia Langston, Solid Waste Division Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Geosyntec Consultants, Inc., in the amount of \$34,000 for the Casper Regional Landfill (CRL) Lifetime Permit Annual Reporting and Monitoring, Project No. 18-006

Meeting Type & Date:  
Regular Council Meeting  
April 17, 2018

Action Type:  
Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with Geosyntec Consultants, Inc., in an amount not to exceed \$34,000, for the Casper Regional Landfill (CRL) Lifetime Permit Annual Reporting & Monitoring, Project No. 18-006, as required by Wyoming Department of Environmental Quality (WDEQ), Solid Hazardous Waste Division (SHWD).

Summary:

The Casper Regional Solid Waste Facility is required to perform groundwater, leachate and methane emissions sampling, monitoring, and reporting under its Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) Casper Regional Landfill Permit #10.071.

Under this permit, the City of Casper is required to perform the following:

1. Annually sample groundwater for seven (7) groundwater wells.
2. Annually sample leachate from landfill cells #1, #2, #3, and #4 leachate control system.
3. Quarterly collect water level measurements for three (3) wells.
4. Quarterly collect methane level measurements for three (3) wells.
5. Annual groundwater monitoring reporting including volume calculations related to air space used for burying waste where aerial photography is used.
6. Annual reporting of waste placement.

Memo  
Geosyntec Consultants, Inc  
Casper Regional Landfill (CRL)  
Lifetime Permit Annual Reporting & Monitoring  
Project No 18-006

Page 1 of 2

The City of Casper received six (6) proposals regarding this work. Geosyntec Consultants, Inc., was determined to be the most qualified to complete WDEQ/SHWD requirements for the Annual Reporting and Monitoring for the CRL.

Staff recommends awarding Geosyntec Consultants, Inc., a contract related to environmental monitoring for the Casper Regional Landfill Permit #10.071 in the amount of \$34,000.

The time of performance for this contract is to complete all tasks by April 16, 2019. This contract includes quality assurance/quality control review of laboratory analysis results, statistical analysis, and preparation of annual reports for monitoring of groundwater wells and landfill leachate, and methane gas emissions. The contract also provides for reporting and monitoring of water and methane levels in designated wells, updating annual air space used, and identifying funding needs to construct the next lined landfill cell.

#### Financial Considerations

Project funding is from Balefill Fund Reserves and is included in the Balefill FY18 budget.

#### Oversight/Project Responsibility

Alex Sveda, Associate Engineer

#### Attachments

Resolution

Contract for Professional Services



# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 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. Geosyntec Consultants, Inc., 5670 Greenwood Plaza Boulevard, Greenwood Village, Colorado 80111 (“Consultant”).

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

### RECITALS

A. The City is undertaking a project to meet requirements of the Wyoming Department of Environmental Quality Solid Hazardous Waste Division (WDEQ/SHWD) for ground water and leachate quality, methane emissions and annual permit reporting at the Casper Regional Landfill.

B. The project requires professional services for the ground water, landfill gas, and leachate analysis and reporting, and annual permit reporting for the Casper Regional Landfill (CRL) Lifetime Permit Annual Reporting & Monitoring, Project No. 18-006.

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

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

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

1. SCOPE OF SERVICES:

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

1.0 General

Consultant shall perform all work and complete all deliverables in accordance with the requirements of WDEQ/SHWD Casper Regional Landfill Permit

#10.071 (CRL Permit); WDEQ/SHWD Solid Waste Rules and Regulations; WDEQ/SHWD Guideline Number 14; and the ‘ENVIRONMENTAL MONITORING PLAN, CASPER REGIONAL LANDFILL, CASPER, WYOMING, WDEQ/SHWD PERMIT NO. 10.071, REVISED AUGUST 1, 2014’, Exhibit “A”, Page 1 through Page 329, otherwise known as the “EMP”, and any revisions, amendments or updates to the EMP.

- A. Consultant shall perform water level measurements, sample bottle ordering, collection sampling, and collection sample delivery, all for the monitoring wells shown at the Monitoring Locations indicated in the attached ‘FIGURE 1, TITLE: GROUNDWATER MONITORING WELL LOCATIONS, PROJECT: CITY OF CASPER REGIONAL LANDFILL (CRL) CASPER, WY’, Exhibit Page 1 of 1.
- B. Owner, WDEQ and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.
- C. Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).
- D. Consultant shall subcontract and use a laboratory testing facility for which all sample collections shall be sent. The laboratory testing facility shall develop and prepare collection reports/results data from the samplings, which shall be sent electronically (via email) to City and WDEQ. Any revisions or corrections of the collection reports/results data shall also be sent electronically (via email) to City and WDEQ.

### 1.1 Annual Ground Water and Leachate Quality Reporting

- A. Consultant shall perform an annual data reduction review, statistical analyses, sampling analysis and quality control (QC) review, all from the groundwater and leachate sampling collection report/results data. All findings from the annual data reduction review, statistical analyses, sampling analysis and QC review shall be developed and prepared in a written report (AGW/LQR). At a minimum, the QC review shall include which collection reports/results data were out of compliance and an assessment as to why, and the QC review shall include field documents from in-field sampling.
- B. Consultant shall submit the AGW/LQR and final collection reports/results to WDEQ within forty-four (44) days from receipt of final collection reports/results data. The AGW/LQR shall be summarized in an executive summary, developed, written and prepared by Consultant. The AGW/LQR and executive summary shall be submitted via email in both pdf electronic format and Microsoft Word, and via mail (with bound paper copies) to the WDEQ/SHWD, City of Casper Engineering Division and Solid Waste

Division. In addition, maps and drawings included in the annual report shall be submitted via email in electronic AutoCAD format that is compatible with the City's software; exhibits, figures and tables shall be submitted in Microsoft Word and/or Microsoft Excel to the WDEQ/SHWD, City of Casper Engineering Division and Solid Waste Division. Consultant will provide up to three (3) additional bound paper copies of the AGW/LQR executive summary and complete AGW/LQR to third parties as requested by the City.

### 1.2 Quarterly Groundwater Level and Methane Emissions Reporting

- A. Consultant shall obtain collections of methane emissions samples and groundwater level samples, all obtained quarterly. The Consultant will provide a quarterly QC review from the quarterly methane emissions and water level sampling collection report/results data.
- B. Consultant shall develop, prepare and submit, on a quarterly basis, written QC review reports, submitted via email in both pdf electronic format and Microsoft Word, and via mail (with bound paper copies) to the WDEQ/SHWD, City of Casper Engineering Division and Solid Waste Division, within thirty (30) days of the day samples are collected. In addition, maps and drawings included in the annual report shall be submitted via email in electronic AutoCAD format that is compatible with the City's software; exhibits, figures and tables shall be submitted in Microsoft Word and/or Microsoft Excel to the WDEQ/SHWD, City of Casper Engineering Division and Solid Waste Division. Consultant will provide up to three (3) additional bound paper copies of the QC review reports to third parties as requested by the City.
- C. If methane results indicate a methane level above WDEQ/SHWD's action level of 100% of the lower explosion limit, the Consultant shall provide this information to the City of Casper Engineering Division, Solid Waste Division and WDEQ/SHWD within 24 hours as required by WDEQ/SHWD rules and regulations.
- D. The Solid Waste Division will provide to Consultant all sampling equipment necessary to perform methane monitoring and collect groundwater levels from Monitoring Locations.

### 1.3 Annual Maintenance of Monitoring Wells and Pumps

- A. Periodic maintenance and evaluation of monitoring wells/well networks and sampling pumps will be performed by Solid Waste Division Staff to verify that the monitoring wells are functioning properly.

- B. Annually, approximately 20% of the existing monitoring wells will be scheduled for maintenance on a rotational basis by Solid Waste Staff or a third party Contractor, so that, in approximately a five-year period, all monitoring wells will have had received maintenance. This maintenance will consist of removing the pump and tubing, replacing or refurbishing the centrifugal pump, if necessary, and checking that the connections are in order and assembled correctly.
- C. Consultant shall remove silt from the bottom of the well, re-develop the well by manual surging, and pump the well with an electric submersible pump, provided by Solid Waste Staff.
- D. Consultant shall replace any damaged well caps, identification tabs and locks. Materials shall be provided by Solid Waste Staff.
- E. Consultant shall replace and/or reassemble and recondition any pump components. Materials shall be provided by Solid Waste Staff.
- F. Consultant shall report any problems or potential issues with the monitoring wells to the Solid Waste Division, shall make recommendations for addressing monitoring well problems during the Solid Waste Division's scheduled maintenance, and shall report what work was performed and when (date/time) by Consultant under Section 1.3 Annual Maintenance of Monitoring Wells and Pumps of this Contract. All reports and recommendations shall be written and submitted via email in both pdf electronic format to the City of Casper Engineering Division and Solid Waste Division.

#### 1.4 Meetings

- A. Consultant shall coordinate and hold telephone conference call meetings with City of Casper Engineering Division and Solid Waste Division. Meetings are anticipated to be in December 2018, or between January 1<sup>st</sup> through 15<sup>th</sup>, 2019. Other meetings shall be held as recommended by City or Consultant.

#### 1.5 Annual Reporting

##### A. Annual WDEQ/SHWD Reporting

- 1. Consultant shall develop and prepare a written annual report summarizing the groundwater and leachate quality (descriptions, including date/time, of weekly inspections, maintenance activities, and leachate generation, analysis of leachate generation and analytical results), methane monitoring data, water level data, and statistical analysis of the reporting period including the AGW/LQR and executive summary, and the Quarterly

Groundwater Level and Methane Emissions review reports. The annual report will present and discuss the data collected from January through December for each year calendar year the above work was performed.

2. Consultant shall include a written summary of collection sampling work done during the year, and an outline of activities required by WDEQ/SHWD, an analysis of the data, and a list of activities recommended for the following year related to the EMP and leachate management.
3. Consultant shall calculate the waste volume change for the previous calendar year and/or fiscal year for the CRL, by comparison of topographic survey provided by the City for the current year and the previous year, and reported in relation to quantities of waste received and sand removed, respectively, from Casper Regional Solid Waste Facility records. In addition, remaining capacity (in cubic yards) and estimated life (in years) shall be calculated by Consultant using permitted capacity as described in the CRL Permit. Remaining capacity and estimated life will be included in the annual report by the Consultant. Consultant shall also work with the City to change from a calendar year reporting to a fiscal year reporting in relation to permitted air space used and remaining capacity.
4. Consultant shall submit a draft copy of the annual report via email in electronic pdf format to the City of Casper Engineering Division and Solid Waste Division. The Consultant will schedule a minimum of three weeks' time for review and comment by the City of Casper Engineering Division and Solid Waste Division. Upon receiving the review comments, Consultant shall make final revisions and submit the final annual report via email in both pdf electronic format and Microsoft Word, and via mail (with bound paper copies) to the WDEQ/SHWD, City of Casper Engineering Division and Solid Waste Division. In addition, maps and drawings included in the annual report shall be submitted via email in electronic AutoCAD format that is compatible with the City's software; exhibits, figures and tables shall be submitted in Microsoft Word and/or Microsoft Excel to the WDEQ/SHWD, City of Casper Engineering Division and Solid Waste Division. Consultant will provide up to three (3) additional bound paper copies of the annual report to third parties as requested by the City. The final annual report shall be submitted before the CRL Permit deadline for annual reporting.

B. Annual WDEQ/Air Quality Division (AQD) reporting will be provided under a separate contract.

1.6 Monthly Support of Leachate Management Controls and Weekly Leachate Collection System Data

A. Consultant shall contact City staff, on a minimum monthly basis, to obtain weekly leachate collection system data, and shall inform City of Casper Engineering Division and Solid Waste Division, via email and via telephone, about any potential system issues, unusual activities, maintenance, or system problems associated with the leachate pumps, leachate generation, leachate piping system and related equipment.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 3<sup>rd</sup> day of May, 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Thirty-Four Thousand and 00/100 Dollars (\$34,000.00).

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 Consultant 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 Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

*Wallie Tremel*

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONSULTANT  
Geosyntec Consultants, Inc.

By: *Susan Granger*  
Printed Name: Susan Granger  
Title: Office Manager

By: *Margaret Stab*  
Printed Name: Margaret Stab  
Title: MR / Senior Principal

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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



4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

Liability/Stop Gap Coverage or Consultant shall carry a separate Employers Liability/Stop Gap coverage policy with the foregoing minimum limits

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Fifty Thousand Dollars (\$50,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Fifty Thousand Dollars (\$50,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

- E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons,

including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Consultant and any subconsultant thereof.

12. INTENT:

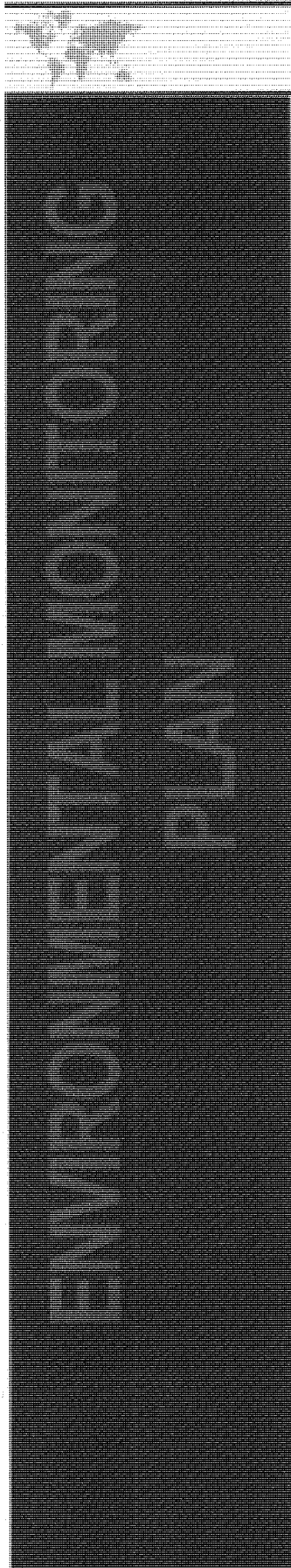
Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties,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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



# ENVIRONMENTAL MONITORING PLAN

CASPER REGIONAL LANDFILL  
CASPER, WYOMING  
WDEQ/SHWD PERMIT NO. 10.071  
REVISED AUGUST 1, 2014

**Submitted to:** City of Casper  
Division of Solid Waste  
Casper, Wyoming 82601

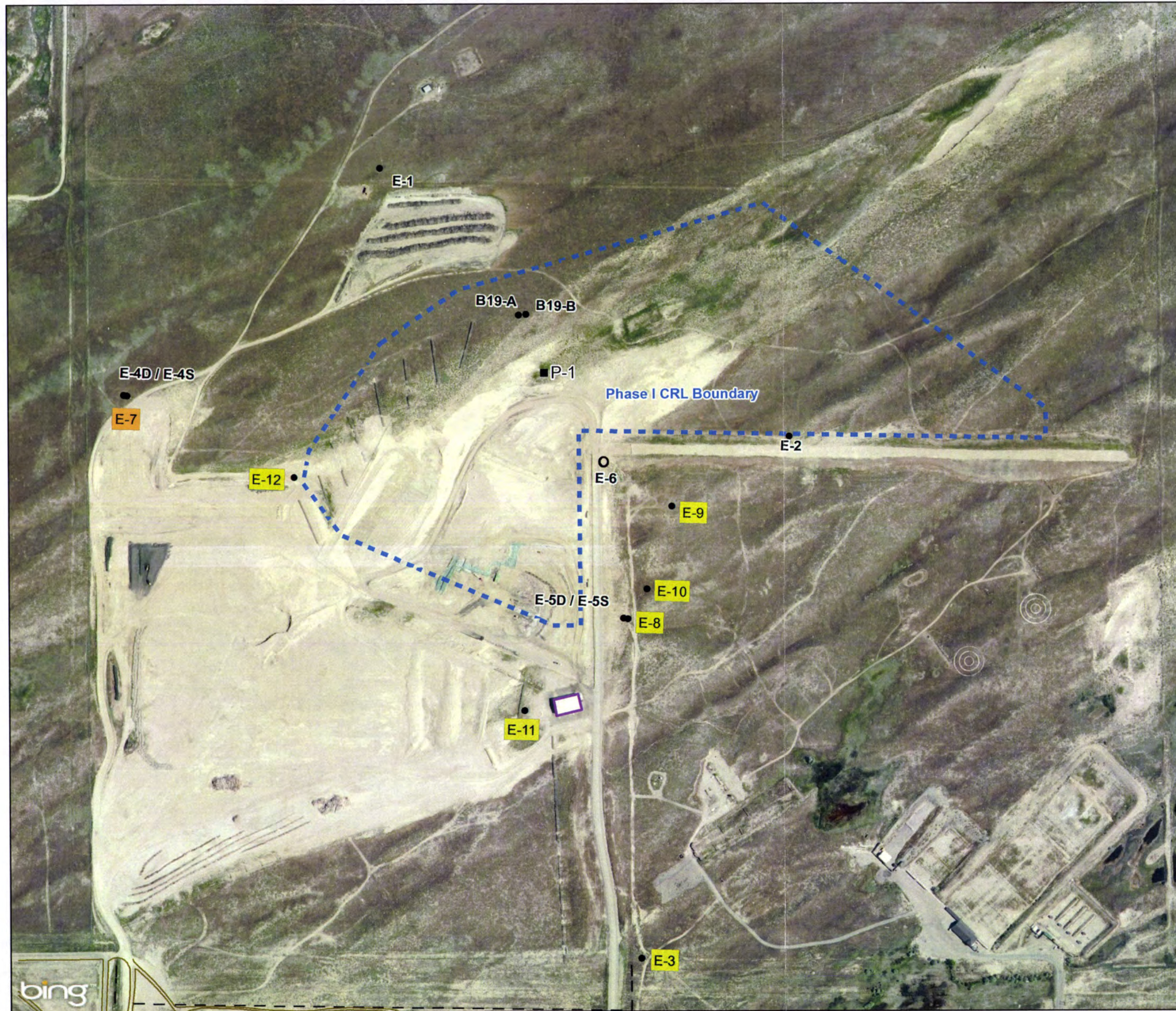
**Submitted by:** Golder Associates Inc.  
44 Union Boulevard, Suite 300  
Lakewood, Colorado 80228

**Distribution:** City of Casper, 2 copies

**Revision 2, August 1, 2014**

1400128





**LEGEND**

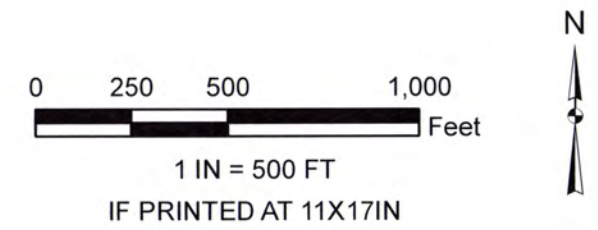
- Approximate CRL Phase I Boundary
- Equipment Storage Building (ESB)
- Fence
- Road
- Monitoring Location**
  - Groundwater Monitoring Well
  - Abandoned Groundwater Monitoring Well
  - Abandoned Piezometer
  - Down-gradient well in monitoring well network
  - Up-gradient well in monitoring well network

**NOTES**

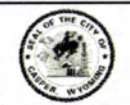
1. Boundaries are approximate.
2. Piezometers at the CRL have been abandoned.

**REFERENCE**

Aerial photography: Bing Maps, ESRI, 2011.  
 Coordinate System: NAD 1983 UTM Zone 13N.



PROJECT	
CITY OF CASPER REGIONAL LANDFILL (CRL) CASPER, WY	
TITLE	
GROUNDWATER MONITORING WELL LOCATIONS	
PROJECT No. 1400128	FILE No. 11x17_Fig01_ExistingWellsandProbes_RL
SCALE	AS SHOWN
<b>FIGURE 1</b>	





RESOLUTION NO. 18-79

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GEOSYNTEC CONSULTANTS, INC., FOR THE CASPER REGIONAL LANDFILL (CRL) LIFETIME PERMIT ANNUAL REPORTING & MONITORING, PROJECT NO. 18-006.

WHEREAS, the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) issued an operating permit for the City of Casper Regional Landfill on April 17, 2016; and,

WHEREAS, the operating permit requires the City of Casper to monitor the ground water quality and air emissions related to the new lined regional landfill and provide annual reporting; and,

WHEREAS, the City of Casper desires to enter into a contract for professional services with Geosyntec Consultants, Inc., to provide monitoring and reporting for the Casper Regional Landfill for a one (1) year period; and,

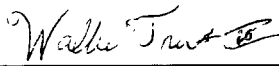
WHEREAS, Geosyntec Consultants, Inc., is able and willing to provide those services, specified as CRL Lifetime Permit Annual Reporting & Monitoring, Project No. 18-006.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Geosyntec Consultants, Inc., to provide professional consulting services for the CRL Lifetime Permit Annual Reporting & Monitoring, Project No. 18-006.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments as set forth in said Agreement with funds from the Balefill Cost Center not to exceed the sum of Thirty-Four Thousand and 00/100 Dollars (\$34,000.00).

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

Resolution  
Geosyntec Consultants, Inc.  
Casper Regional Landfill (CRL)  
Lifetime Permit Annual Reporting & Monitoring  
Project No. 18-006

March 26, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Timothy Cortez, Parks and Recreation Director  
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Wyoming Office Deliveries, Inc., in the Amount of \$575,000.00, for the Casper Events Center 2018 Seating Replacement, Project No. 17-077.

Meeting Type & Date  
Regular Council Meeting  
April 17, 2018

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize an agreement with Wyoming Office Deliveries, Inc., (dba Wyoming Office Products and Interiors), for construction of the Casper Events Center 2018 Seating Replacement, Project No. 17-077, for the base bid amount of \$571,831.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$3,169.00, for a total project amount of \$575,000.00.

Summary  
On March 26, 2018, one (1) bid was received for the construction of the Casper Events Center 2018 Seating Replacement Project. The bid for the work is as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>Wyoming Office Deliveries</b>	<b>Casper, Wyoming</b>	<b>\$571,831.00</b>

The Engineering Office estimate for the project was \$530,000.00.

The Casper Events Center has planned multiple projects to improve accessibility, security and quality for users of the facility. A seating project in 2012 resulted in the addition of cup-holders without any reduction in the number of seats, but reduced some seat widths to an uncomfortably narrow width. This new project will correct seat widths and leg room, while maintaining the use of armrest cup-holders.

Wyoming Office Deliveries, Inc., is a local company and will install seats supplied by Telescopic Seating Systems, LLC, an expert company in stadium, arena and theater seating applications, based in Grand Rapids, Michigan.

Plans for the project include replacement of approximately 3,700 fixed seats. Construction of the improvements is to be substantially complete by August 10, 2018.

Financial Considerations

Funding for the project will be from County-wide Consensus Grant funds allocated to Casper Events Center Projects.

Oversight/Project Responsibility

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

Attachments

Resolution

Agreement

Bid Form

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

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Wyoming Office Deliveries, Inc., dba Wyoming Office Products & Interiors, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace and upgrade seating within the Casper Events Center; and,

WHEREAS, Wyoming Office Deliveries, Inc., dba Wyoming Office Products & Interiors, is able and willing to provide those services specified as the City of Casper, Casper Events Center 2018 Seating Replacement, Project No. 17-077.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, Casper Events Center 2018 Seating Replacement, Project No. 17-077.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by August 10, 2018, and completed and ready for final payment in accordance with Article 14 of the General Conditions by August 25, 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 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 the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner 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 Five Hundred Seventy-One Thousand Eight Hundred Thirty-One and 00/100 Dollars (\$571,831.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

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

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

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

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

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work

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

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

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

- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: None

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.

APPROVED AS TO FORM:

(Casper Events Center 2018 Seating Replacement, Project 17-077)

*Walter J. ...*

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

ATTEST:

CONTRACTOR:

Wyoming Office Deliveries, Inc.  
(dba Wyoming Office Products & Interiors)  
328 W. Yellowstone Hwy  
Casper, WY 82601

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  
   **Casper Events Center 2018 Seating Replacement**  
   **Project No. 17-077**

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

1.    The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **August 10, 2018**, and completed and ready for final payment not later than **August 25, 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 17-7-101, et seq., is hereby acknowledged.
4.    In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.    Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u> _____	Dated <u>3/23/2018</u> _____
Addendum No. <u>2</u> _____	Dated <u>3/23/2018</u> _____
  - B.    Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost,

BF-1

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: \$ 571,831.00  
TOTAL BASE BID, IN WORDS: Five hundred seventy one thousand eight hundred and thirty one dollars and zero cents DOLLARS.

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

Address of Bidder: Wyoming Office Deliveries, Inc. dba Wyoming Office Products & Interiors  
328 W. Yellowstone  
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 26, 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: Wyoming Office Deliveries, Inc. dba Wyoming Office Products & Interiors (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Bunky Loucks (seal)

(Title) Owner/President

(Seal)

Attest: 

Business Address: 328 W. Yellowstone  
Casper, WY 82601

Phone Number: 307-472-7367

A JOINT VENTURE

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

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

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

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

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

**BID SCHEDULE**  
**CASPER EVENTS CENTER 2018 SEATING REPLACEMENT**  
 Project No. 17-077

**Bid Date: March 26, 2018**

**COMPANY NAME: Wyoming Office Deliveries, Inc. dba Wyoming Office Products & Interiors**

**ADDRESS: 328 W. Yellowstone Casper, WY 82601**

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  
 SY = Square Yard      FA = Force Account

LF = Linear Feet      F&I = Furnish and Install  
 CY = Cubic Yard      EA = Each

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization/Insurance/Bonding	LS	1	\$14,583.00	\$14,583.00
2	Prepare Existing Surfaces for New Seating	LS	1	\$7,352.00	\$7,352.00
3	F&I New Arena Seats	LS	1	\$538,829.00	\$538,829.00
4	F&I New Aisle Lights Integral with New Seats	LS	1	\$11,067.00	\$11,067.00
<b>TOTAL BASE BID</b>					<b>\$571,831.00</b>

RESOLUTION NO.18-80

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WYOMING OFFICE DELIVERIES, INC., DBA WYOMING OFFICE PRODUCTS & INTERIORS, FOR THE CASPER EVENTS CENTER 2018 SEATING REPLACEMENT, PROJECT NO.17-077.

WHEREAS, the City of Casper desires to make improvements to the Casper Events Center by replacing approximately 3,700 fixed seats; and,

WHEREAS, Wyoming Office Deliveries, Inc., dba Wyoming Office Products & Interiors, is able and willing to provide those services specified as the Casper Events Center 2018 Seating Replacement, Project No. 17-077; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand 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 Wyoming Office Deliveries, Inc., dba Wyoming Office Products & Interiors, for those services, in the amount of Five Hundred Seventy-One Thousand Eight Hundred Thirty-One and 00/100 Dollars (\$571,831.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Five Hundred Seventy-One Thousand Eight Hundred Thirty-One and 00/100 Dollars (\$571,831.00), and Three Thousand One Hundred Sixty-Nine and 00/100 Dollars (\$3,169.00) for a construction contingency account, for a total price of Five Hundred Seventy-Five Thousand and 00/100 Dollars (\$575,000.00).

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 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.

APPROVED AS TO FORM:

(Casper Events Center 2018 Seating Replacement, Project No. 17-077)

*Wallace Tremel*

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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



March 15, 2018

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Underground Right-of-Way Easement with Rocky Mountain Power to Install Electrical Service Underground for the Midwest Avenue Reconstruction Project – David Street to Elm Street, Project No. 17-031

Meeting Type & Date:

Regular Council Meeting

April 17, 2018

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize an underground right-of-way easement with Rocky Mountain Power (RMP) to install electrical service underground for the Midwest Avenue Reconstruction Project – David Street to Elm Street, Project No. 17-031.

Summary:

Construction of the Midwest Avenue Reconstruction Project – David Street to Elm Street is anticipated to begin this summer. This project includes the integration of hardscape, landscape, furnishings, and lighting to provide enhanced bicycle and pedestrian connectivity along with traffic calming methods.

A component of this project is removing the existing overhead electrical lines and placing them underground. In order to accomplish this, surface locations must be provided for transformers, switch gear, vaults and cabinets. RMP has identified the northwest corner of David Street and Midwest Avenue as a site needed for this equipment. The underground right-of-way easement will allow RMP access to this location to service their equipment.

Financial Considerations

N/A

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer

Attachments

Resolution

Underground Right-of-Way Easement

REV101512  
Return to:  
Rocky Mountain Power  
Estimator: Jeri Leach  
2840 E. Yellowstone  
Casper, WY 82604

Project Name: City of Casper Overhead to Underground Conversion  
WO#: 6305507

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **City of Casper, Wyoming** ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way **17** feet in width and **17** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults together, the "electrical system" on, across, or under the surface of the real property of Grantor in **Natrona County, State of Wyoming** more particularly described as follows and as more particularly described and/or shown on exhibit **A** attached hereto and by this reference made a part hereof:

**Legal Description: A parcel of land being a portion of Lots 23 and 24, Block 1, City of Casper, Wyoming. Being a portion of the NW1/4NE1/4 of Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming.**

Together with the right of reasonable access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

Grantor hereby reserves, and shall have the right to use the right of way granted herein for any use which does not otherwise unreasonably interfere with the Grantee's use thereof, including the right to install walkways, trails, or sidewalks, or other public or private utilities on or in the easement property.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

The easement shall terminate, and be of no further force or effect upon the Grantee ceasing to use the easement granted herein for its use for the electrical system described herein.

Grantee shall restore all areas disturbed for the purpose of the electrical system on the easement property to pre-existing conditions or better.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018



\_\_\_\_\_  
City Attorney

ATTEST:

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

By:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
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, Wyoming, a Wyoming Municipal Corporation.

\_\_\_\_\_  
(notary signature)

NOTARY PUBLIC FOR \_\_\_\_\_ (state)  
Residing at: \_\_\_\_\_ (city, state)  
My Commission Expires: \_\_\_\_\_ (d/m/y)

APPROVED AS TO FORM: \_\_\_\_\_  
(Rocky Mountain Power representative)

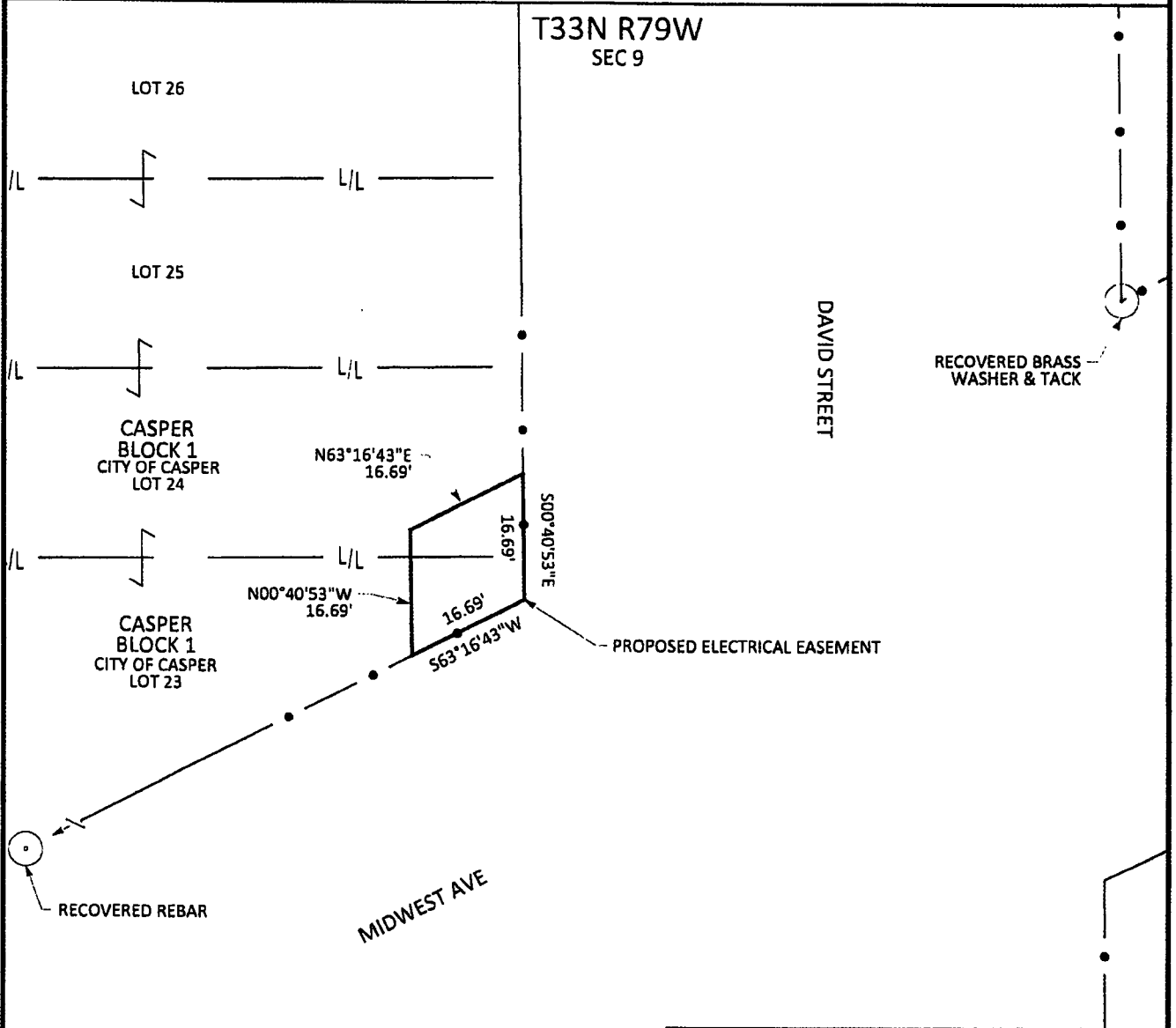
**LEGAL DESCRIPTION:**

A parcel of land being a portion of Lots 23 and 24, Block 1, City of Casper, Wyoming as recorded in the Office of County Clerk of Natrona County as Page 607, Book 9 and also being a portion of the NW1/4NE1/4 of Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, said parcel being more particularly described by metes and bounds as follows:

Beginning at the southeast corner of said Lot 23, said point also being the intersection of the west line of David Street and the northwest line of Midwest Avenue; thence along the northwest line of Midwest Avenue, S63°16'43"W, 16.69 feet; thence along a line parallel with the west line of David Street that is 15.00 feet west thereof measured perpendicular to the west line of David Street, N00°40'53"W, 16.69 feet to a point that is 15.00 feet northwesterly measured perpendicular to the northwest line of Midwest Avenue; thence along a line parallel with the northwest line of Midwest Avenue that is 15.00 feet northwest thereof measured perpendicular to the northwest line of Midwest Avenue, N63°16'43"E, 16.69 feet, more or less, to a point in the west line of David Street; thence along the west line of David Street, S00°40'53"E, 16.69 feet to the Point of Beginning and containing 250 square feet, more or less.

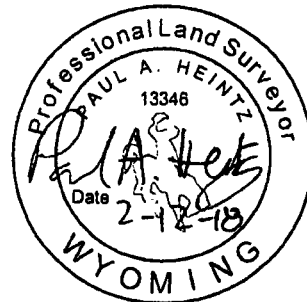
**LEGEND:**

— L/L — LOT LINE      - • - • - ROW LINE      ——— PROPOSED EASEMENT LINE



**NOTES**

1. DISTANCES: U.S. SURVEY FEET
2. BASIS OF BEARING: NAD83(86) WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE
3. THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE DESCRIBED EASEMENT AREA.



**CERTIFICATE OF SURVEYOR**

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCALE 1" = 20'

DRAWING SHEET EASMT-1	MIDWEST AVENUE RECONSTRUCTION EASEMENT DETAIL CITY OF CASPER	<table border="1"> <tr><td>DESIGNED</td></tr> <tr><td>EXAMINED</td></tr> <tr><td>REVISED</td></tr> <tr><td>APPROVED</td></tr> </table>	DESIGNED	EXAMINED	REVISED	APPROVED	<p>CITY OF CASPER</p>	<p>WWC ENGINEERING 1310 EAST 14TH STREET, SUITE 200, CASPER, WY 82401 (307) 232-2111</p>	<p><b>COPYRIGHT 2018</b></p> <p>WWC ENGINEERING HEREBY RELEASES OUR COMMON LAW COPYRIGHT IN THIS DOCUMENT AND THE SOFTWARE DESIGN INCORPORATED HEREIN AND ANY FUTURE OF PATENT OR OTHER RIGHTS SHALL NOT BE IN ANY MANNER AFFECTED BY THIS AGREEMENT.</p>
DESIGNED									
EXAMINED									
REVISED									
APPROVED									

RESOLUTION NO. 18-81

A RESOLUTION AUTHORIZING AN UNDERGROUND RIGHT-OF-WAY EASEMENT WITH ROCKY MOUNTAIN POWER FOR INSTALLATION OF UNDERGROUND ELECTRICAL SERVICE FOR THE MIDWEST AVENUE RECONSTRUCTION PROJECT – DAVID STREET TO ELM STREET.

WHEREAS, the City of Casper desires to install existing overhead electrical lines underground as part of the Midwest Avenue Reconstruction Project – David Street to Poplar Street; and,

WHEREAS, the City of Casper property at the northwest corner of David Street and Midwest Avenue is required to install transformers, switch gear, vaults, and cabinets; and,

WHEREAS, Rocky Mountain Power requires an underground right-of-way easement to install their electrical equipment.

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 underground right-of-way easement with Rocky Mountain Power for the purpose of using City-owned property at the northwest corner of David Street and Midwest Avenue for the installation of electrical equipment, more particularly described in said underground right-of-way easement, and specifically subject to the conditions set forth therein.

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 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: 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 17, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize 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 publicized on March 18, 25, and April 1, 2018. The public hearing was held on April 3, 2018 with no public comment.

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

Resolution

RESOLUTION NO. 18-82

A RESOLUTION AUTHORIZING THE TRANSFER OF OWNERSHIP, OPERATION, AND MAINTENANCE OF THE HANLY ACRES SUBDIVISION WATER SYSTEM TO THE TOWN OF MILLS

WHEREAS, Hanly Acres is a duly incorporated subdivision of Natrona County, State of Wyoming; and,

WHEREAS, the City owns, operates, and maintains the water system, for the Hanly Acres Subdivision, which is contained within said subdivision; and,

WHEREAS, the Town of Mills is constructing a water main that will allow the Town to provide water service to the customers within the Hanly Acres subdivision; and,

WHEREAS, the Town of Mills wishes to assume ownership, operation and maintenance of the water system which is located within their growth boundary; and,

WHEREAS, the assumption of ownership, operation and maintenance by the Town of Mills of the Hanly Acres water system is in the best interest of all parties as the water system is within the Town of Mills growth boundary and it is the rightful water purveyor.

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 for the City of Casper to Transfer Ownership, Operation, and Maintenance of the Hanly Acres Water System to the Town of Mills."

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a Bill of Sale for the Hanly Acres water system.

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



April 9, 2018

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

**FROM:** Liz Becher, Community Development Director *LB*  
Craig Collins, Building/Code Enforcement Manager

**SUBJECT:** Approval of Contracts for the Abatement of Weeds and Litter

**Meeting Type & Date:** Regular Council Meeting – April 17, 2018

**Action Type:** Resolution

**Recommendation:** That Council, by resolution, authorize one-year contracts with AAA Landscaping, All Trees, and B & B Sales and Service for weed mowing and litter abatement within the City of Casper, commencing May 1, 2018, and continuing through April 30, 2019.

**Summary:** On March 4, 2018 and March 11, 2018, the City's Code Enforcement Division publicly advertised Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website for weed mowing and litter abatement.

The City is in receipt of three (3) bids from local contractors for the desired services. In that, Code Enforcement jobs need to be assigned out for abatement, and because the above referenced companies have other clients, it is important that the City have three (3) contractors to fall back on. Therefore, staff recommends the bid be awarded for weed mowing and litter abatement to all three (3) contractors. The three contractors and their fees are as follows:

**AAA Landscaping**

1. Individual platted lots or areas of 2,500 square feet or less shall be **\$0.06** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.019** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.0151** per square foot.
4. Litter and trash removal shall be **\$40.00** per cubic yard to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

**All Trees**

1. Individual lots of 2,500 square feet or less shall be **\$0.03** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.029** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.028** per square foot.
4. Litter and trash removal shall be **\$65.00**, per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

**B & B Sales and Service**

1. Individual lots of 2,500 square feet or less shall be **\$0.04** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.035** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.035** per square foot.
4. Litter and trash removal shall be **\$55.00** per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

**Financial Considerations:** Funding for the abatement of weeds and litter is budgeted from the FY2018/2019 General Fund, Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed through GEMS for the services provided.

**Oversight/Project Responsibility:** Community Development Department, Code Enforcement Division – Craig Collins, Building/Code Enforcement Manager.

**Attachments:** AAA Landscaping Contract for Professional Services  
Resolution for AAA Landscaping  
All Trees Contract for Professional Services  
Resolution for All Trees  
B & B Sales and Service Contract for Professional Services  
Resolution for B & B Sales and Service

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART I - AGREEMENT**

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_ 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. AAA Landscaping, P.O. Box 50454, Casper, Wyoming 82609 (“Contractor”).

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

#### **RECITALS**

- A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.
- B. The project requires professional services for weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City on lots, streets, alleys, or other land as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. **SCOPE OF SERVICES:**

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

- A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site

and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services of the Contractor shall commence on May 1, 2018, and terminate on April 30, 2019, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be \$ 0.06 per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be \$ 0.019 per square foot.
- C. Lots greater than 5,000 square feet shall be \$ 0.0151 per square foot.
- D. Litter and trash removal shall be \$40.00 per cubic yard to remove, transport, and dispose of legally.

No charge shall be less than \$25.00

Contractor's 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, plus the cost

of customary and statutory benefits including, but not limited to, Social Security contributions, unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

In addition, the qualified individual or company contracted through this contract may be asked on an as needed basis throughout the contract year for separate bids to address cleanup projects that involve weeds and litter.

Allowances for terrain, height of weeds or grass, access to the site, or any other conditions that may affect the costs of performing the work described above must be calculated into the bid. Said bid due date to be determined by the City of Casper Community Development Department on a case-by-case basis. Said bids should be submitted as agreed upon between the City and the Contractor no later than the due date set for a particular project.

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.

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

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR  
AAA Landscaping

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

By: Anthony B. Garcia

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

Printed Name: Anthony B Garcia

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

Title: Owner.

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.18-83

A RESOLUTION AUTHORIZING A CONTRACT WITH AAA LANDSCAPING FOR WEED MOWING AND LITTER ABATEMENT.

WHEREAS, the City of Casper desires to contract with AAA Landscaping for weed mowing and litter abatement; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with AAA Landscaping for weed mowing and litter abatement, in amounts not to exceed those set forth in the contract.

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

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

APPROVED AS TO FORM:

*Willa Tremel*

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

April 9, 2018

**MEMO TO:** J. Carter Napier, City Manager *JCN*  
**FROM:** Liz Becher, Community Development Director *LB*  
Craig Collins, Building/Code Enforcement Manager  
**SUBJECT:** Approval of Contracts for the Abatement of Weeds and Litter

**Meeting Type & Date:** Regular Council Meeting – April 17, 2018

**Action Type:** Resolution

**Recommendation:** That Council, by resolution, authorize one-year contracts with AAA Landscaping, All Trees, and B & B Sales and Service for weed mowing and litter abatement within the City of Casper, commencing May 1, 2018, and continuing through April 30, 2019.

**Summary:** On March 4, 2018 and March 11, 2018, the City's Code Enforcement Division publicly advertised Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website for weed mowing and litter abatement.

The City is in receipt of three (3) bids from local contractors for the desired services. In that, Code Enforcement jobs need to be assigned out for abatement, and because the above referenced companies have other clients, it is important that the City have three (3) contractors to fall back on. Therefore, staff recommends the bid be awarded for weed mowing and litter abatement to all three (3) contractors. The three contractors and their fees are as follows:

**AAA Landscaping**

1. Individual platted lots or areas of 2,500 square feet or less shall be **\$0.06** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.019** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.0151** per square foot.
4. Litter and trash removal shall be **\$40.00** per cubic yard to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

### **All Trees**

1. Individual lots of 2,500 square feet or less shall be **\$0.03** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.029** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.028** per square foot.
4. Litter and trash removal shall be **\$65.00**, per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

### **B & B Sales and Service**

1. Individual lots of 2,500 square feet or less shall be **\$0.04** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.035** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.035** per square foot.
4. Litter and trash removal shall be **\$55.00** per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

**Financial Considerations:** Funding for the abatement of weeds and litter is budgeted from the FY2018/2019 General Fund, Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed through GEMS for the services provided.

**Oversight/Project Responsibility:** Community Development Department, Code Enforcement Division – Craig Collins, Building/Code Enforcement Manager.

**Attachments:** AAA Landscaping Contract for Professional Services  
Resolution for AAA Landscaping  
All Trees Contract for Professional Services  
Resolution for All Trees  
B & B Sales and Service Contract for Professional Services  
Resolution for B & B Sales and Service



# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_ 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. All Trees, 2925 CY Avenue, Casper, Wyoming 82604 (“Contractor”).

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

### RECITALS

- A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.
- B. The project requires professional services for weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City on lots, streets, alleys, or other land as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

- A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site

and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services of the Contractor shall commence on May 1, 2018, and terminate on April 30, 2019, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be \$ 0.03 per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be \$ 0.029 per square foot.
- C. Lots greater than 5,000 square feet shall be \$ 0.028 per square foot.
- D. Litter and trash removal shall be \$ 65.00 per cubic yard to remove, transport, and dispose of legally.

No charge shall be less than \$25.00

Contractor's 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, plus the cost

of customary and statutory benefits including, but not limited to, Social Security contributions, unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

In addition, the qualified individual or company contracted through this contract may be asked on an as needed basis throughout the contract year for separate bids to address cleanup projects that involve weeds and litter.

Allowances for terrain, height of weeds or grass, access to the site, or any other conditions that may affect the costs of performing the work described above must be calculated into the bid. Said bid due date to be determined by the City of Casper Community Development Department on a case-by-case basis. Said bids should be submitted as agreed upon between the City and the Contractor no later than the due date set for a particular project.

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.

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

APPROVED AS TO FORM

*Walker Tremel*

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR  
All Trees

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

By: *[Signature]*

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

Printed Name: Ryan Wenger

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

Title: CEO

## **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.

RESOLUTION NO.18-84

A RESOLUTION AUTHORIZING A CONTRACT WITH ALL TREES FOR WEED MOWING AND LITTER ABATEMENT.

WHEREAS, the City of Casper desires to contract with All Trees for weed mowing and litter abatement; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with All Trees for weed mowing and litter abatement, in amounts not to exceed those set forth in the contract.

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

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

APPROVED AS TO FORM:

*Willa Tremel*

\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

April 9, 2018

**MEMO TO:** J. Carter Napier, City Manager *JCN*  
**FROM:** Liz Becher, Community Development Director *LB*  
Craig Collins, Building/Code Enforcement Manager  
**SUBJECT:** Approval of Contracts for the Abatement of Weeds and Litter

**Meeting Type & Date:** Regular Council Meeting – April 17, 2018

**Action Type:** Resolution

**Recommendation:** That Council, by resolution, authorize one-year contracts with AAA Landscaping, All Trees, and B & B Sales and Service for weed mowing and litter abatement within the City of Casper, commencing May 1, 2018, and continuing through April 30, 2019.

**Summary:** On March 4, 2018 and March 11, 2018, the City's Code Enforcement Division publicly advertised Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website for weed mowing and litter abatement.

The City is in receipt of three (3) bids from local contractors for the desired services. In that, Code Enforcement jobs need to be assigned out for abatement, and because the above referenced companies have other clients, it is important that the City have three (3) contractors to fall back on. Therefore, staff recommends the bid be awarded for weed mowing and litter abatement to all three (3) contractors. The three contractors and their fees are as follows:

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1. Individual platted lots or areas of 2,500 square feet or less shall be **\$0.06** per square foot.
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4. Litter and trash removal shall be **\$40.00** per cubic yard to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

### **All Trees**

1. Individual lots of 2,500 square feet or less shall be **\$0.03** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.029** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.028** per square foot.
4. Litter and trash removal shall be **\$65.00**, per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

### **B & B Sales and Service**

1. Individual lots of 2,500 square feet or less shall be **\$0.04** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.035** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.035** per square foot.
4. Litter and trash removal shall be **\$55.00** per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

**Financial Considerations:** Funding for the abatement of weeds and litter is budgeted from the FY2018/2019 General Fund, Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed through GEMS for the services provided.

**Oversight/Project Responsibility:** Community Development Department, Code Enforcement Division – Craig Collins, Building/Code Enforcement Manager.

**Attachments:** AAA Landscaping Contract for Professional Services  
Resolution for AAA Landscaping  
All Trees Contract for Professional Services  
Resolution for All Trees  
B & B Sales and Service Contract for Professional Services  
Resolution for B & B Sales and Service

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART I - AGREEMENT**

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_ 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. B & B Sales and Service, 4411 Sunrise Drive, Casper, Wyoming 82604 (“Contractor”).

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

#### **RECITALS**

- A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.
- B. The project requires professional services for weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City on lots, streets, alleys, or other land as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. **SCOPE OF SERVICES:**

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

- A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site

and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services of the Contractor shall commence on May 1, 2018, and terminate on April 30, 2019, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be \$ 0.04 per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be \$ 0.035 per square foot.
- C. Lots greater than 5,000 square feet shall be \$ 0.035 per square foot.
- D. Litter and trash removal shall be \$55.00 per cubic yard to remove, transport, and dispose of legally.

No charge shall be less than \$25.00

Contractor's 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, plus the cost



of customary and statutory benefits including, but not limited to, Social Security contributions, unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

In addition, the qualified individual or company contracted through this contract may be asked on an as needed basis throughout the contract year for separate bids to address cleanup projects that involve weeds and litter.

Allowances for terrain, height of weeds or grass, access to the site, or any other conditions that may affect the costs of performing the work described above must be calculated into the bid. Said bid due date to be determined by the City of Casper Community Development Department on a case-by-case basis. Said bids should be submitted as agreed upon between the City and the Contractor no later than the due date set for a particular project.

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.

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

APPROVED AS TO FORM

*Walter Tremel*

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR  
B & B Sales and Service

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

By: *Joseph Beeter*

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

Printed Name: Joseph Beeter

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

Title: Owner

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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.

RESOLUTION NO.18-85

A RESOLUTION AUTHORIZING A CONTRACT WITH B & B SALES AND SERVICE FOR WEED MOWING AND LITTER ABATEMENT.

WHEREAS, the City of Casper desires to contract with B & B Sales and Service for weed mowing and litter abatement; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

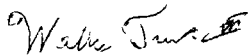
WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with B & B Sales and Service for weed mowing and litter abatement, in amounts not to exceed those set forth in the contract.

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

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

March 14, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing a Pro Forma Invoice with Rocky Mountain Power in the amount of \$143,987, for the Midwest Avenue Reconstruction Project – David Street to Elm Street, Project No. 17-031

Meeting Type & Date:  
Regular Council Meeting  
April 17, 2018

Action Type:  
Resolution

Recommendation:  
That Council, by resolution, authorize a pro forma invoice with Rocky Mountain Power (RMP) to convert the overhead power to underground along Midwest Avenue between David Street and Elm Street as part of the Midwest Avenue Reconstruction Project – David Street to Elm Street, Project No. 17-031, in the amount of \$143,987.

Summary:  
The City of Casper is preparing to bid and award a construction contract for the Midwest Avenue Reconstruction Project – David Street to Elm Street. The project is intended to enhance the appearance of downtown, make it more pedestrian and bicycle friendly, improve traffic flow, and spur redevelopment along this corridor. The project includes colored concrete, decorative lighting, brick pavers, landscaping, and irrigation.

A component of the project is the conversion of existing overhead power to underground. Construction documents include the installation of the necessary conduit and concrete pad-vaults necessary for this conversion. Upon installation of this equipment, RMP will install their distribution gear and conductors and begin the conversion process. The cost for RMP to install this equipment is \$143,987.

Financial Considerations  
Funding for the project will be from Optional One Cent #14 funds allocated to the project.

Oversight/Project Responsibility  
Ethan Yonker, P.E., Associate Engineer

Attachments  
Resolution  
Pro Forma Invoice



Casper Operations  
 2840 E Yellowstone Hwy  
 Casper, Wyoming 82609-1854

**PRO FORMA INVOICE =**

**Customer**

Name City of Casper  
Attention: Andrew Beamer  
 Address 200 N. David  
 City Casper State WY ZIP 82601

Email

Date 3/7/2018  
 Request # 1844428  
 WO # 6305507  
 Acct # 54730761.106  
 Site ID # 372867649.001  
 Employee: 8997

Qty	Description	Unit Price	TOTAL
1.0	Remove Overhead power lines and equipment and replace with Underground power lines and equipment between David/Elm St. along Midwest Ave. City of Casper	\$143,987.00	\$143,987.00
<b>TOTAL</b>			<b>\$143,987.00</b>

Office Use Only

***Invoice costs are valid for only 90 days from invoice date!  
 Please remit payment to address at top of invoice.***



3/30/2018

WO: 6305507

City of Casper  
 Midwest and David Sts.  
 Andrew Beamer 200 N. David

Job costs

FERC <u>Account</u>	<u>Major item and associated hardware</u>	Material Labor & Vehicle
108.36	Labor	\$27,910
364	Poles, Towers and Fixtures	\$11,993
365	Overhead Conductore & Devices	\$9,611
366	UG Conduit	\$7,099
367	UG Conductors & Devices	\$58,240
368	Line Transformers	\$26,339
369.2	Services-UG	\$725
593.2	Maint. OH Lines-Cndctrs & Devices	\$244
594.2	Maint. UG Lines- Cndctrs & Devices	\$1,826

**Total**      **\$143,987**

Less allowance and credit(s)

Total: Cost to customer

**Customer Advance**      **\$143,987**

RESOLUTION NO. 18-86

A RESOLUTION AUTHORIZING A PRO FORMA INVOICE WITH ROCKY MOUNTAIN POWER FOR CONVERSION OF OVERHEAD POWER TO UNDERGROUND AS PART OF THE MIDWEST AVENUE RECONSTRUCTION PROJECT – DAVID STREET TO ELM STREET.

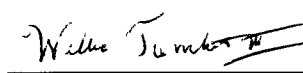
WHEREAS, the City of Casper desires to convert the overhead power to underground along Midwest Avenue between David Street and Elm Street as part of the Midwest Avenue Reconstruction Project – David Street to Elm Street; and,

WHEREAS, Rocky Mountain Power is ready and willing to provide those services and has invoiced the City of Casper to install their electrical facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor hereby authorizes a pro forma invoice with Rocky Mountain Power for the installation of electrical facilities along Midwest Avenue between David Street and Elm Street in the amount One Hundred Forty-Three Thousand Nine Hundred Eighty-Seven Dollars (\$143,987).

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

April 9, 2018

MEMO TO: J. Carter Napier, City Manager   
FROM: John Henley, City Attorney  
SUBJECT: Disengage with outside agencies

Meeting Type & Date  
Regular Council Meeting, April 17, 2018

Action Type  
Resolution

Recommendation

That the Council by separate resolutions, authorize the termination of the Funding Agreements with the Community Action Partnership and with Poverty Resistance Food Pantry, both of which were entered into on June 2<sup>nd</sup>, 2015. Each provides a thirty (30) day termination provision by giving written notice.

Summary

The end date for each agreement is June 30, 2019. The last payment for the fiscal year commencing July 1, 2018 is Two Hundred Fourteen Thousand, Seven Hundred Thirty-Nine Dollars and Seventy-Five Cents (214,739.75) per year pursuant to the Community Action Partnership and Twenty-Seven Thousand Five Hundred Four Dollars and Sixty-Seven Cents (27,504.67) pursuant to the Poverty Resistance Agreement.

The “Scope of Services” for the Community Action Partnership is:

- Community Action Partnership of Natrona County will provide funding to City of Casper human service agencies in the following areas: Low income, homeless, family violence, sexual assault, substance abuse, senior citizens, juvenile justice/delinquency, child care, developmental disabilities, mental health, and other at risk populations.
- Community Action Partnership of Natrona County will provide oversight and monitoring for all agencies receiving funds.

The “Scope of Services” for the Poverty Resistance Food Pantry is:

- Purchase, update, repair equipment, heavy duty carts, shelving, pallet jacks, commercial refrigeration/freezers, installation of equipment (ex. electrical, cement pads for commercial units). Repair/update buildings i.e.: gutters, patch/replace roofing, install commercial sinks. Repair/update/purchase maintenance of vehicles.

- Possible purchase of a refrigerated truck to pick up restaurant rescue food items to distribute to people through various food pantries.

The compensation for this agreement is divided into proportionate shares amongst the following five food pantries:

- Casper Faith Assembly of God Church (Casper Faith, Food & Clothing Pantry)
- College Heights Oasis Food and Clothing Pantry
- First Church of the Nazarene
- Holy Cross Center, Inc.
- Poverty Resistance Food Pantry

#### Financial Considerations

The City would not disburse \$214,739.75 + \$27,504.67 in Optional 1%#15 Sales Tax funds for these purposes in Fiscal Year 2019.



RESOLUTION NO.18-87

A RESOLUTION TO FINANCIALLY DISENGAGE WITH THE COMMUNITY ACTION PARTNERSHIP

WHEREAS, a Funding Agreement with the Community Action Partnership was entered into on June 2<sup>nd</sup>, 2015, and,

WHEREAS, the Funding Agreement provided for a yearly payment of Two Hundred Fourteen Thousand Seven Hundred Thirty-Nine Dollars and Seventy-Five Cents (\$214,739.75), and,

WHEREAS, the Funding Agreement is scheduled to end June 30, 2019, but the Funding Agreement contains a thirty (30) day termination provision by giving written notice, and,

WHEREAS, it is in the best interest of the City of Casper to provide such notice and terminate the agreement, at the end of the current fiscal year, June 30, 2018.

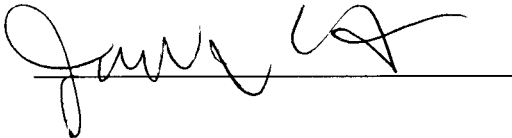
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the City of Casper should financially disengage from the Community Action Partnership.

1. **NOTICE**

- a. The City Manager shall provide written notice to the Community Action Partnership thirty (30) or more days before the end of the current fiscal year.
- b. The written notice shall terminate the Funding Agreement with the Community Action Partnership of June 2<sup>nd</sup>, 2015, the termination to be effective June 30, 2018.

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

April 9, 2018

MEMO TO: J. Carter Napier, City Manager   
FROM: John Henley, City Attorney  
SUBJECT: Disengage with outside agencies

Meeting Type & Date  
Regular Council Meeting, April 17, 2018 or

Action Type  
Resolution

Recommendation

That the Council by separate resolutions, authorize the termination of the Funding Agreements with the Community Action Partnership and with Poverty Resistance Food Pantry, both of which were entered into on June 2<sup>nd</sup>, 2015. Each provides a thirty (30) day termination provision by giving written notice.

Summary

The end date for each agreement is June 30, 2019. The last payment for the fiscal year commencing July 1, 2018 is Two Hundred Fourteen Thousand, Seven Hundred Thirty-Nine Dollars and Seventy-Five Cents (214,739.75) per year pursuant to the Community Action Partnership and Twenty-Seven Thousand Five Hundred Four Dollars and Sixty-Seven Cents (27,504.67) pursuant to the Poverty Resistance Agreement.

The “Scope of Services” for the Community Action Partnership is:

- Community Action Partnership of Natrona County will provide funding to City of Casper human service agencies in the following areas: Low income, homeless, family violence, sexual assault, substance abuse, senior citizens, juvenile justice/delinquency, child care, developmental disabilities, mental health, and other at risk populations.
- Community Action Partnership of Natrona County will provide oversight and monitoring for all agencies receiving funds.

The “Scope of Services” for the Poverty Resistance Food Pantry is:

- Purchase, update, repair equipment, heavy duty carts, shelving, pallet jacks, commercial refrigeration/freezers, installation of equipment (ex. electrical, cement pads for commercial units). Repair/update buildings i.e.: gutters, patch/replace roofing, install commercial sinks. Repair/update/purchase maintenance of vehicles.

- Possible purchase of a refrigerated truck to pick up restaurant rescue food items to distribute to people through various food pantries.

The compensation for this agreement is divided into proportionate shares amongst the following five food pantries:

- Casper Faith Assembly of God Church (Casper Faith, Food & Clothing Pantry)
- College Heights Oasis Food and Clothing Pantry
- First Church of the Nazarene
- Holy Cross Center, Inc.
- Poverty Resistance Food Pantry

#### Financial Considerations

The City would not disburse \$214,739.75 + \$27,504.67 in Optional 1%#15 Sales Tax funds for these purposes in Fiscal Year 2019.

RESOLUTION NO. 18-88

A RESOLUTION TO FINANCIALLY DISENGAGE WITH THE POVERTY RESISTANCE FOOD PANTRY

WHEREAS, a Funding Agreement with the Poverty Resistance Food Pantry was entered into on June 2<sup>nd</sup>, 2015, and,

WHEREAS, the Funding Agreement provided for yearly payments and a yearly payment of Twenty-Seven Thousand Five Hundred Four Dollars Sixty-Seven Cents (\$27,504.67) is included for the 2019 fiscal year; and,

WHEREAS, the Funding Agreement is scheduled to end June 30, 2019, but the Funding Agreement contains a thirty (30) day termination provision by giving written notice, and,

WHEREAS, it is in the best interest of the City of Casper to provide such notice and terminate the agreement, at the end of the current fiscal year, June 30, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the City of Casper should financially disengage from the Poverty Resistance Food Pantry.

1. **NOTICE**

- a. The City Manager shall provide written notice to the Poverty Resistance Food Pantry thirty (30) or more days before the end of the current fiscal year.
- b. The written notice shall terminate the Funding Agreement with the Poverty Resistance Food Pantry of June 2<sup>nd</sup>, 2015, the termination to be effective June 30, 2018.

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

APPROVED AS TO FORM:



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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

April 11, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tim Cortez, Parks and Recreation Director *TC*  
SUBJECT: Approving a Resolution for Cost Recovery Goals for Parks and Recreation

Meeting Type & Date:  
Regular Council Meeting  
April 17, 2018

Action Type  
Resolution

Recommendation  
That Council approve the resolution for Cost Recovery Goals for Parks and Recreation facilities.

Summary  
On April 10, 2018, Parks and Recreation staff delivered a presentation to Council in a work session to determine cost recovery goals for City facilities. This is a broad effort to reduce subsidies for Parks and Recreation facilities. In the past, all individual fees would be established by resolution from the City Council on an annual basis. In the current environment, staff feels it would be much more efficient to establish cost recovery goals instead. This would allow facility managers to adjust fees along with expenditures to meet an overall goal. Furthermore, this process would be the beginning of a more comprehensive business plan (goals, indicators, etc.) for each facility. Having a plan would enhance performance measurement and make budgeting more accurate.

Considerations  
By accepting the goals as written, a savings to the general fund would be approximately \$120,000 annually should all the goals be met.

LSAB (Leisure Services Advisory Board) has unanimously supported the goals. Each facility manager gave a short presentation to the board on March 8 to obtain comments and suggestions.

Attachments  
Resolution

RESOLUTION NO. 18-89

A RESOLUTION RESCINDING RESOLUTIONS NO. 15-99, 16-55, 16-165, 17-222, 14-75, AND 15-306, AND ESTABLISHING COST RECOVERY GOALS FOR THE USE OF CASPER RECREATION FACILITIES.

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

WHEREAS, the Casper City Council desires to establish a cost recovery goal for recreational facility use fees.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following cost recovery goals are hereby established for operations of the following City of Casper Recreational Facilities, effective April 17, 2018.

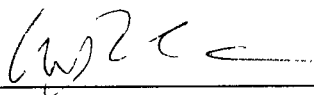
1. The annual cost recovery percentage of revenue to expenses goal shall be:
 

Fort Caspar	20%
Recreation Center	50%
Aquatics	58%
Hogadon	60%
Ice Arena	65%
Golf Course	110%
2. Special Rates - The Parks and Recreation Director or authorized designate may authorize reductions in fees for special promotions, unique situations or emergencies, if such reductions would be in the best interests of the City of Casper.

BE IT FURTHER RESOLVED: That Resolutions No. 15-99, 16-55, 16-165, 17-222, 14-75, and 15-306 are hereby rescinded.

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

April 13, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, City Planner  
SUBJECT: Appointment of Member to the Casper Historic Preservation Commission

Meeting Type & Date:

Regular Council Meeting, April 17, 2018.

Action Type:

Minute Action

Recommendation:

That Council, by minute action, appoint John E. Lang to the Casper Historic Preservation Commission, term expiring December 31, 2020.

Summary:

Pursuant to Section 2.40 of the Casper Municipal Code pertaining to the Historic Preservation Program, the Commission can include up to eleven (11) members, and each member shall serve three (3) year terms. Members may serve two (2) consecutive terms on the Casper Historic Preservation Commission. The appointments are voluntary positions.

The Historic Preservation Commission is recommending the appointment of John E. Lang as the 11<sup>th</sup> member of the Commission. Last November, an advertisement was published requesting interested persons to apply for the Historic Preservation Commission. There were three (3) vacant positions, and only two (2) applications were received. Staff re-published the single remaining vacancy this spring, and received a single applicant, Mr. Lang. Mr. Lang appears to be well qualified, with a documented interest in serving the community.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Craig Collins, City Planner, is responsible for coordinating the Casper Historic Preservation Commission.

Attachments:

Newspaper Advertisement  
Applicant's Letter of Interest

\*\*\* Proof of Publication \*\*\*

Casper Star-Tribune  
P.O. Box 80, Casper, WY 82602-0080, ph 307-266-0500

NOTICE

Public Service Opportunity

The City of Casper is accepting applications from interested citizens who wish to serve as a volunteer member of the Casper Historic Preservation Commission.

This Commission's purpose is to oversee initiatives including conducting inventories of Casper's historic assets, proposing historic districts and sites, promoting awareness through a wide range of activities, and acting as advisors to public officials related to historic preservation issues. The Historic Preservation Commission is a board of eleven (11) volunteer citizens of Casper that serve three (3) year terms. The Commission meets on the second Monday of every Month at 8:30 am at City Hall.

If you are interested in being considered for the vacancy, please submit a letter of interest outlining any relevant experience and the reasons that you believe you would be a good addition to the Commission, to Craig Collins, AICP, 200 North David Street, Suite 205, Casper, Wyoming, 82601. Please note on the envelope or subject line: "Historic Preservation Commission Opening." The deadline for applications is March 23, 2018.

Published: March 4, 2018  
Legal No: 37512

AFFIDAVIT OF PUBLICATION

STATE OF WYOMING )  
COUNTY OF NATRONA )

I, the undersigned, being a person in the employ of the Casper Star-Tribune, a newspaper published in CASPER, NATRONA COUNTY, WYOMING, and, knowing the facts herein set forth do so solemnly swear that a copy of the notice as per clipping attached was printed and published

Daily

Weekly

In the regular and entire issue of said newspaper, and not in any supplement thereof, for 1 Consecutive Days Weeks

commencing with issue dated Mar 4, 2018  
ending with issue dated Mar 4, 2018

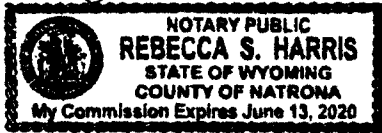
City of Casper  
200 N. David St.  
Casper, WY 82601

ORDER NUMBER 37512

Ami Bowman  
Signed

Subscribed in my presence and sworn to before me this  
5<sup>th</sup> day of Mar, 2018

Rebecca S. Harris



PUBLISHED ON: 03/04/2018

TOTAL AD COST: 89.36

FILED ON: 3/5/2018



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**JOHN E. LANG**

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JOHNLANGSR@AOL.COM



971-235-7452

1605 S. WALNUT ST, CASPER,  
WY 82601

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**CRAIG COLLINS, AICP**  
200 NORTH DAVID STREET SUITE 205  
CASPER, WYOMING, 82601

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**HISTORIC PRESERVATION COMMISSION OPENING**

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Dear Mr. Collins,

I am writing to you with reference to your "News Release" seeking "Casper Historic Preservation Committee applicants."

I am the 4<sup>th</sup> generation to be raised and work in the Casper, Wyoming community and formerly affiliated with the Natrona County Pioneer's Association, assisting my former wife and Past President with the saving and preservation of the Natrona County Pioneer Church located on the Natrona County Fairgrounds. This task was done with the backing and support of then Natrona County Commissioner Schulte in and around 1987. At that time, I was a Deputy County Assessor (Under Maria Boling), and she appointed me to the newly formed Natrona County Risk Management Board. During this time, I also reactivated the Natrona County Employee Newsletter and distributed the newsletter to County employees, family, and friends monthly. It included interviews with our County Sheriff, County Judges at the time, local people of interest such as James Miles (Miles Land and Livestock) and local and historic events.

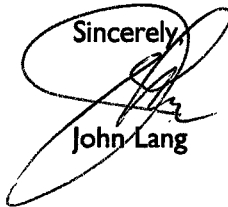
I recently retired from IBM and came home to Casper approximately 17 months ago to care for my mother who recently lost her battle with Breast Cancer. She was born in Casper and was just shy of reaching her 90<sup>th</sup> birthday. Although I have been gone from Casper for approximately 30 years, I have never lost my love for the community and the history it holds. My Great Great Uncle Wes McDowell was instrumental in constructing some of the first sidewalks in the Casper historical area. My Great Grandfather James McDowell started building homes in Casper along with various other jobs (including running his wagon and team of horses in support of the Salt Creek Oilfield). My Grandfather Leonard Lang retired from Standard Oil Company in the early 1950's.

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The McDowell family settled in what is now known as North Casper after the 1900's and believed to have built the first homestead with the house still standing at N. Park and East "L" Street. I am the owner of a home my Great Grandfather completed in 1924 and where my father was born in 1925 on West "K" St. My family also owns a house constructed in 1910 for a local banker and moved to North Casper in 1948 to make room for Casper's downtown expansion. The former site of our house is now home to ANB Bank, formerly Provident Federal Savings and Loan.

I would like to apply for the opening as a 3-year volunteer for the Casper Historic Preservation Committee.

Thank you for your consideration!

Sincerely,  
  
John Lang

March 21, 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:** Application for Taxicab Company License for Turbo Taxi, Located at 3030 East 5th Street.

Meeting Type & Date

Regular Council Meeting  
April 17, 2018

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the issuance of a taxicab company license to Adesta Spier, d/b/a Turbo Taxi, located at 3030 East 5th Street.

Summary

An application to obtain a license to operate a taxicab company within the City of Casper has been received from the following:

- Adesta Spier, d/b/a Turbo Taxi, located at 3030 East 5th Street.

The licensing process requires a background check to be conducted by the Chief of Police and provides that the City Council may refuse to issue the licenses for violation of provisions of Chapter 5.60 of the Casper Municipal Code. A review of the company's insurance policy and the zoning of the property, at which the taxicab company is located, are also performed.

The background check for this individual from the Chief of Police did not reflect any issues. Additionally, the property on which this company is located is properly zoned for the activity. While Turbo Taxi is located in a residential zoned area, Community Development staff has reviewed and approved this property for use by a taxi company as per the home occupation ordinance provisions of Chapter 17.12.140 of the Casper Municipal Code. Furthermore, the City has received verification for public liability insurance, as specified in Chapter 5.60.050 of the Casper Municipal Code, and the company's insurance policy has been reviewed and approved by Risk Management. Lastly, this applicant meets the qualifications listed in Section 5.60.130 of the Casper Municipal Code. Some of the qualifications include but are not limited to; the person must be at least 18 years or older, has not been convicted of a felony in the last 5 years, cannot

be a registered sex offender, and cannot be convicted of three moving traffic violations within any current year.

Financial Considerations

No Financial Considerations

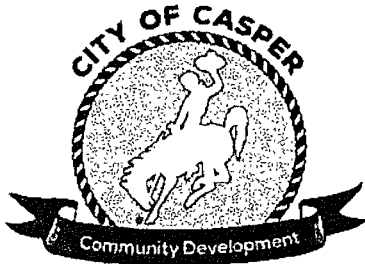
Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Letter from Community Development

Letter of Approval from Chief of Police



City of Casper  
200 N. David Street  
Casper, WY 82601-1862  
Phone: (307) 235-8241  
Fax: (307) 235-8362

March 15, 2018

D&A Turbo Taxi, LLC  
3030 East 5<sup>th</sup> Street  
Casper, Wyoming 82609

**Re: Taxi Cab Service – 3030 East 5<sup>th</sup> Street, Casper, WY**

To Whom It May Concern:

This letter is to confirm that the above-referenced property is zoned R-2 (One Unit Residential), and a taxi cab service may be operated out of that location as long it adheres to the requirements set forth in Section 17.12.140 of the Casper Municipal Code regarding **Home Occupations**. For your reference, the Home Occupation ordinance can be found within the Casper Municipal Code at <http://library.municode.com/index.aspx?clientId=16253>, and the applicable section of the Code is Section 17.12.140.

It is important to note that a “home occupation” is a business/commercial use conducted primarily within the dwelling unit, cannot take up more than 25% of your dwelling space, does not attract outside traffic, and engages **only family members** residing on the premises. If customers are coming to this address, then adequate off-street parking must be provided as per Section 17.12.080, and there can be no outside storage or other disturbing influence greater than those of surrounding residential properties in the neighborhood. In addition, there can be no exterior advertising other than a one square foot sign (non-illuminated) that is attached flush with the dwelling unit.


If complaints are received and they are substantiated, then a notice of violation would be issued and you would present your case before the Planning and Zoning Commission to determine if the Home Occupation would be permitted to continue. If you need additional information, I can be reached at 235-8241.

If you have any further questions, please feel free to call me at (307)-235-8241, or you may reach me by Email at [ccollins@casperwy.gov](mailto:ccollins@casperwy.gov).

Respectfully,

Craig Collins, AICP  
City Planner

April 4, 2018

MEMO TO: Fleur Tremel, City Clerk  
FROM: Chief Keith McPheeters, Casper Police Department  307  
SUBJECT: Recommendation for Issuing Taxi Cab Company License Renewal

Recommendation:

Pursuant to the requirements of Casper Municipal Code 5.60.120 (A), I recommend the issuance of Taxi Cab Company License to be **APPROVED** for the following individual(s):

Michael Donohue; DBA Eagle Cab

Adesta Spier; DBA D&A Turbo Taxi, LLC

Justification:

The Casper Police Department received requests from applicants for Taxi Cab Company Licenses to conduct necessary background checks as required by Casper Municipal Code Chapter 5.6 - Vehicles for Hire. To the extent possible, for the Sate of Wyoming only, timely background checks were performed on the individuals applying for the licenses. If there are items that would restrict the license from being issued, any of those already issued are subject to revocation.

March 27, 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:** Application for Taxicab Company License for Eagle Cab, Located at 2804 Coulter Drive.

Meeting Type & Date  
Regular Council Meeting  
April 17, 2018

Action type  
Minute Action

Recommendation  
That Council, by minute action, authorize the issuance of a taxicab company license to Michael Donohue, d/b/a Eagle Cab, located at 2804 Coulter Drive.

Summary  
An application to obtain a license to operate a taxicab company within the City of Casper has been received from the following:

- Michael Donohue, d/b/a Eagle Cab, located at 2804 Coulter Drive.

The licensing process requires a background check to be conducted by the Chief of Police and provides that the City Council may refuse to issue the licenses for violation of provisions of Chapter 5.60 of the Casper Municipal Code. A review of the company's insurance policy and the zoning of the property, at which the taxicab company is located, are also performed.

The background check for this individual from the Chief of Police did not reflect any issues. Additionally, the property on which this company is located is properly zoned for the activity. While Turbo Taxi is located in a residential zoned area, Community Development staff has reviewed and approved this property for use by a taxi company as per the home occupation ordinance provisions of Chapter 17.12.140 of the Casper Municipal Code. Furthermore, the City has received verification for public liability insurance, as specified in Chapter 5.60.050 of the Casper Municipal Code, and the company's insurance policy has been reviewed and approved by Risk Management. Lastly, this applicant meets the qualifications listed in Section 5.60.130 of the Casper Municipal Code. Some of the qualifications include but are not limited to; the person must be at least 18 years or older, has not been convicted of a felony in the last 5 years, cannot

be a registered sex offender, and cannot be convicted of three moving traffic violations within any current year.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Letter from Community Development

Letter of Approval from Chief of Police





City of Casper  
200 N. David Street  
Casper, WY 82601-1862  
Phone: (307) 235-8241  
Fax: (307) 235-8362

March 13, 2018

Michael Donohue  
2804 Coulter  
Casper, WY 82604

**Re: Taxi Cab Service – 2804 Coulter, Casper, WY**

Dear Mr. Donohue:

This letter is to confirm that the above-referenced property is zoned R-2 (One Unit Residential), and a taxi cab service may be operated out of that location as long it adheres to the requirements set forth in Section 17.12.140 of the Casper Municipal Code regarding **Home Occupations**. For your reference, the Home Occupation ordinance can be found within the Casper Municipal Code at <http://library.municode.com/index.aspx?clientId=16253>, and the applicable section of the Code is Section 17.12.140.

It is important to note that a “home occupation” is a business/commercial use conducted primarily within the dwelling unit, cannot take up more than 25% of your dwelling space, does not attract outside traffic, and engages **only family members** residing on the premises. If customers are coming to this address, then adequate off-street parking must be provided as per Section 17.12.080, and there can be no outside storage or other disturbing influence greater than those of surrounding residential properties in the neighborhood. In addition, there can be no exterior advertising other than a one square foot sign (non-illuminated) that is attached flush with the dwelling unit.

If complaints are received and they are substantiated, then a notice of violation would be issued and you would present your case before the Planning and Zoning Commission to determine if the Home Occupation would be permitted to continue. If you need additional information, I can be reached at 235-8241.

If you have any further questions, please feel free to call me at (307)-235-8241, or you may reach me by Email at [ccollins@casperwy.gov](mailto:ccollins@casperwy.gov).

Respectfully,

Craig Collins, AICP  
City Planner

April 4, 2018

MEMO TO: Fleur Tremel, City Clerk  
FROM: Chief Keith McPheeters, Casper Police Department *KMP 307*  
SUBJECT: Recommendation for Issuing Taxi Cab Company License Renewal

Recommendation:

Pursuant to the requirements of Casper Municipal Code 5.60.120 (A), I recommend the issuance of Taxi Cab Company License to be **APPROVED** for the following individual(s):

Michael Donohue; DBA Eagle Cab

Adesta Spier; DBA D&A Turbo Taxi, LLC

Justification:

The Casper Police Department received requests from applicants for Taxi Cab Company Licenses to conduct necessary background checks as required by Casper Municipal Code Chapter 5.6 - Vehicles for Hire. To the extent possible, for the State of Wyoming only, timely background checks were performed on the individuals applying for the licenses. If there are items that would restrict the license from being issued, any of those already issued are subject to revocation.