

# COUNCIL MEETING AGENDA

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**Casper City Council  
City Hall, Council Chambers  
Tuesday, August 21, 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, or Second or Third Reading Ordinance, Must Submit a Written Request to the City Clerk's Office by 12:00 Noon on the Monday Immediately Preceding the Council Meeting, or May Speak During the Communications From Persons Present.
- 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.
- III. 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.
- IV. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- V. 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 AUGUST 7, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON AUGUST 15, 2018

4. CONSIDERATION OF MINUTES OF THE AUGUST 14, 2018 EXECUTIVE SESSION – PERSONNEL

5. CONSIDERATION OF BILLS AND CLAIMS

6. BRIGHT SPOTS IN OUR COMMUNITY – PLATTE RIVER TRAILS LEVERAGED FUNDS FOR CASPER MOUNTAIN ROAD PHASE II TO PARTIALLY REIMBURSE CITY OF CASPER

7. COMMUNICATIONS

A. From Persons Present

8. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish September 4, 2018, as the Public Hearing Date for Consideration of:

- a. **Zone Change of Lots 1 Through 8 Inclusive, Block 1, North Burlington Addition**, Located at 143, 145, 159, 169 West K Street, from R-3 (One to Four Unit Residential) to R-5 (Mixed Residential).

9. PUBLIC HEARINGS

A. Minute Action

1. New **Resort Liquor License No. 8** for Trigild, Inc., d/b/a **Hilton Garden Inn**, Located at 1150 North Poplar Street.
2. New **Restaurant Liquor License No. 39** for THW, Inc., d/b/a **JS Chinese Restaurant**, Located at 116 West 2nd Street.

10. RESOLUTIONS

A. Consent

1. Authorizing a Memorandum of Understanding between the **Natrona County School District** and the City of Casper for **School Resource Officer Services**.
2. Accepting a **Public Art Easement Agreement** at the **Southwest Corner of Beech and Collins Streets**, Lots 13-15, Block 41, City of Casper Addition.
3. **Vacation and Replat** of Lots 5-7 of Mesa Addition No. 9, to Create a New Two-lot Subdivision, "**Mesa Addition No. 11, Lots 4A & 5A**," Located in the 2900 block, on the West Side of Central Drive.

10. RESOLUTIONS (continued)

A. Consent

4. Authorizing a Contract for **Outside-City Water Service with Galles Stables.**
5. Authorizing a Contract for **Outside-City Water Service with Ronald J. and Elizabeth F. Galles.**
6. Authorizing a Procurement Agreement with **Municipal Treatment Equipment**, in the Amount of \$34,923, for **One Storage Tank Mixer** for Use at the Golf Course Water Storage Tank.
7. Authorizing a Cooperative Agreement with the **Wyoming Department of Transportation Poplar Street Bridge over BNSF Railroad Project.**
8. Authorizing Agreement with JTL Group, Inc., dba **Knife River, Inc.**, in the Amount of \$1,649,761.80, for the **2018 Arterials and Collectors Improvements Project.**
9. Authorizing a Cooperative Agreement with the **Wyoming Department of Transportation** for Construction Activities for the **Interstate 25 and Casper Marginal Beautification Project**, in the Amount of \$36,967.
10. Authorizing Amendment No. Three to Extend the Contract with **Cigna Health and Life Insurance Company** for the Provision of **Health Coverage Administrative Services.**
11. Approving the Memorandum of Understanding between **Nineteen (19) Wyoming Municipalities** for the **Gateway West Transmission Line Project** and the Corresponding Letter to be a Party to the Permit.

11. MINUTE ACTION

A. Consent

1. Authorizing Sole Source Purchase of One (1) New International Baler Company TR10N-75 Tow-Ram **Baler, Steel Belt Conveyor, and Wire Tier**, in the Amount of \$472,350, from **Altitude Recycling Equipment**, to be Used in the Solid Waste Division.
2. Authorize the Purchase of One (1) New Crew Cab 4x4 **Brush Truck Fire Apparatus**, in the Total Amount of \$343,660.34, from **Rosenbauer America**, Minnesota, for Use by the Casper Fire Department.

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

13. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL

14. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, September 4, 2018– Council Chambers

6:00 p.m. Tuesday, September 18, 2018 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, August 28, 2018 – Council Meeting Room

4:30 p.m. Tuesday, September 4, 2018– Special Session – 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  
 August 7, 2018

Casper City Council met in regular session at 6:00 p.m., Tuesday, August 7, 2018. Present: Councilmembers Hopkins, Huber, Humphrey, Johnson, Laird, Morgan, Powell, Walsh and Mayor Pacheco.

Mayor Pacheco led the audience in the Pledge of Allegiance.

Moved by Councilmember Hopkins, seconded by Councilmember Walsh, to, by minute action, approve the minutes of the July 17, 2018, regular Council meeting, as published in the Casper-Star Tribune on July 24, 2018. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by minute action, approve the minutes of the July 24, 2018, executive session. Councilmembers Huber and Powell abstained from voting. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Humphrey, to, by minute action, approve payment of the August 7, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims  
 08/07/18

33 MileRdImp	svcs	\$282.80
AAALandscaping	Services	\$952.35
AEckhart	Reimb	\$27.42
AllianceElec	Services	\$70.00
AMBI	Services	\$1,045.48
Arcadis	Services	\$1,303.73
ArrowheadHeating	Services	\$254.92
ATruijillo	Reimb	\$91.56
AWhite	Reimb	\$225.00
B&BSales	Services	\$2,006.27
Balefill	Services	\$162,256.64
BankOfAmerica	Goods	\$230,699.80
BColeman	Refund	\$58.92
BHEnergy	Services	\$17,756.54
BigBrthsBigSstrs	Funding	\$5,102.54
BPotter	Reimb	\$29.75
Brenntag	Goods	\$49,535.73
BustardsFuneralHome	Refund	\$150.00
C Kidder	Reimb	\$33.42
CAEDA	Funding	\$106,121.00

Carus	Goods	\$7,560.00
Caselle	Services	\$75.00
CasperMunicipalBand	Funding	\$137,865.28
CasperPubSafetyComm	Services	\$3,195.02
CATC	Funding	\$137,868.31
Centurylink	Services	\$2,090.77
Chromascape	Goods	\$4,260.58
CIGNA	Services	\$11,378.41
CityofCasper	Services	\$7,655.12
CivilEngineeringProfessionals	Projects	\$1,687.50
CMcCain	Reimb	\$82.38
CnrlWYMdlRRAssoc	Services	\$2,800.00
CollectionCenter	Services	\$483.51
CommTech	Goods	\$3,300.00
CowdinCleaning	Services	\$884.00
CrimeSceneInfo	Services	\$86.25
CsprMuseumConsort	Funds	\$2,000.00
Darquest	Supplies	\$438.78
DHartPatrolSvc	Services	\$118,537.35
DoubleDWelding	Services	\$695.00
DPCIndustries	Goods	\$7,104.95
DvdsnFxdMgmt	Services	\$3,848.23
E Rud	Reimb	\$26.24
EmaintEnt	Services	\$4,560.00
EnvironmentalCivilSolutions	Services	\$7,151.53
ErosionCtrlApp	Services	\$9,866.89
ETCIns	Supp	\$1,378.00
EVega	Reimb	\$22.48
FirstData	Services	\$11,712.06
FirstInterstateBank	Services	\$2,625.70
FirstInterstateBank	Services	\$571.75
FmlyJrnyCtr	Services	\$3,200.66
GarageDoorDudes	Services	\$320.00
GilesTransport	Svc	\$665.00
GlobalSpect	Funding	\$44,469.76
GolderAssociates	Services	\$8,287.57
GrizzlyExcavating	Projects	\$3,012.50
GWilliamsInvst	Services	\$250.00
HarrisComputer	Services	\$85,516.16
HewlettPackard	Goods	\$798.00
HighPlainsConstruction	Goods	\$331.56
Homax	Goods	\$124,464.87
InbergMillerEngineers	Services	\$9,205.52

ISC	Supplies	\$229.48
ITCElec	Services	\$1,968.00
JcksTrk	Parts	\$40,192.00
JGerhart	Reimb	\$132.00
JGreenwood	Reimb	\$500.00
JKSouthwick	Refund	\$5.00
JMiller	Refund	\$49.88
JMurphy	Reimb	\$75.00
JTLGroup	Services	\$21,156.29
KellySvcs	Services	\$1,179.20
KHallock	Reimb	\$175.00
KHedges	Refund	\$49.88
Kiwanis	Services	\$228.00
KubwaterResources	Goods	\$5,098.96
LisasSpicnSpan	Services	\$160.00
LncInNtlLife	Services	\$266.76
LongBuildingTech	Services	\$1,905.70
LSheppard	Refund	\$51.47
MAltland	Refund	\$100.37
MAnderson	Reimb	\$100.00
MGaylord	Reimb	\$253.89
MillsPolice	Services	\$325.00
MMillerJr	Refund	\$30.90
MtnStatesPipe	Supp	\$8,220.37
Nalco	Supp	\$16,725.60
NationalBenefitServices	Services	\$18.00
NCHallofJustice	Services	\$29,445.92
NCSheriffsOffice	Funding	\$234,274.12
NebraskaDMV	Goods	\$3.00
NWilliamsIII	Refund	\$51.47
OfficeStateLands	Services	\$96,220.69
OneCallofWy	Services	\$585.75
Pepsi	Goods	\$626.84
Pittsburg Tank	Services	\$8,339.55
PlatteRiverCrossing	Funding	\$125,592.00
PostalPros	Services	\$14,774.62
ProforceLawEnforcement	Goods	\$31,820.00
RamshornConstruction	Projects	\$9,981.00
Rwilliams	Refund	\$45.62
RavenInd	Svcs	\$1,851.40
RecycledMaterials	Services	\$6,000.00
Ricoh	Svc	\$46.68
RockyMtnPower	Services	\$180,827.44

RotaryClub	Dues	\$217.00
SamParsonsUpholstery	Services	\$503.66
SDaley	Reimb	\$88.95
SeniorPatientAdvocates	Services	\$1,800.00
ShoshoneDistributing	Goods	\$861.50
SJMillerAssoc	Svc	\$260.00
SKrueger	Refund	\$28.07
Smarsh	Services	\$1,719.50
SolidWasteProfessionals	Services	\$31,730.76
SShipman	Reimb	\$75.00
StealthPartnerGroup	Services	\$54,131.18
SummitElectric	Services	\$3,815.28
SuperiorInd	Services	\$1,427.71
SWheeler	Reimb	\$642.60
SWL	Services	\$5,525.00
Talbot-BHJIns	Svc	\$23,177.00
TBuckallew	Reimb	\$75.00
ThatcherCo	Goods	\$8,566.82
TopOffice	Goods	\$88.20
TretoConstruction	Projects	\$322,943.22
TufanoMedia	Services	\$7,611.40
TYeager	Refund	\$51.47
VisionServicePlan	Services	\$1,637.68
WAMCAT	Services	\$195.00
WasteWaterTreatment	Funding	\$388,994.19
WERCSCommunications	Services	\$1,507.28
WestrnPlnsLndscp	Retain	\$1,156.90
WesternWaterConsult	Services	\$15,415.15
WorthingtonLenhart&Carpenter	Services	\$14,267.16
WyAssocMunicipalities	Services	\$43,981.10
WyAssocRiskManagement	Services	\$1,128,946.54
WyDeptEmployment	Services	\$3,794.87
YouthCrisisCenter	Funding	\$15,000.00
YthEmpwrmntCncl	Svc	\$5,625.00
		\$4,275,879.00

Moved by Councilmember Humphrey, seconded by Councilmember Johnson, to, by minute action: establish August 21, 2018, as the public hearing date for the consideration of new Resort Liquor License No. 8 for Trigild, Inc., d/b/a Hilton Garden Inn, located at 1150 North Poplar Street; and new Restaurant Liquor License No. 39 for TWH, Inc., d/b/a JS Chinese Restaurant, located at 116 West 2<sup>nd</sup> Street. Motion passed.



Mayor Pacheco opened the public hearing for the consideration of the application for a Community Enhancement Grant through the Wyoming Business Council for the Lights on Hogadon Project.

City Attorney Henley entered two (2) exhibits: correspondence from Tim Cortez to J. Carter Napier, dated July 5, 2018 and an affidavit of publication, as published in the Casper-Star Tribune, dated July 30, 2018. City Manager Napier provided a brief report.

Speaking in favor was John Lutz, representative of the Friends of Hogadon.

Councilmember Huber asked Tim Cortez, Parks and Recreation Director, about the budget for this project and about rental franchises, which he addressed. Councilmember Powell asked Mr. Lutz about the funding and operating expenses. Councilmember Laird asked Mr. Cortez about the cost to the City for this project. Mr. Cortez addressed his questions. City Manager Napier then provided a further explanation of the community partnership for this project and how the exposure for the City is limited.

Grace Lutz, a Hogadon user, also spoke in favor of the grant application. There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 18-152  
A RESOLUTION AUTHORIZING SUBMISSION OF AN  
APPLICATION TO THE WYOMING BUSINESS COUNCIL  
COMMUNITY ENHANCEMENT GRANT PROGRAM FOR  
LIGHTING AT HOGADON BASIN SKI AREA.

Councilmember Powell presented the foregoing resolution for adoption. Seconded by Councilmember Johnson. Councilmembers discussed the matter at length. Councilmember Powell asked if future applications would be restricted because of this application. City Manager Napier indicated that the Business Council considers each project individually. Councilmember Walsh voted nay. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of a proposed amendment to the FY 2017-2018 annual action plan.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated July 11, 2018 and an affidavit of publication, as published in the Casper-Star Tribune, dated July 16, 2018. City Manager Napier provided a brief report.

Joy Clark, Community Development Technician, relayed a positive comment made during the public comment period and indicated that the comment would be submitted with the amendment.

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

Following resolution read:

RESOLUTION NO. 18-153

A RESOLUTION ADOPTING THE AMENDMENT TO THE FY 2017-2018 ANNUAL ACTION PLAN, FOR THE PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND AUTHORIZING SUBMISSION OF THE SAME TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

Councilmember Hopkins presented the foregoing resolution for adoption. Seconded by Councilmember Walsh. Councilmember Morgan asked about the spending of these funds and Councilmembers Hopkins and Laird also discussed the matter. City Manager Napier provided an explanation of the restrictions placed on the funding. Councilmember Morgan inquired about some specific uses for the funding. City Manager Napier stated that some funds may become available through the state and explained some options available to Council. Councilmember Walsh called for the question. Mayor Pacheo then asked Council to vote. Motion passed.

Following resolution read:

RESOLUTION NO. 18-165

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE MIDWEST AVENUE RECONSTRUCTION ELM STREET TO DAVID STREET, PROJECT NO. 17-031.

Councilmember Hopkins presented the foregoing resolution for adoption. Seconded by Councilmember Johnson. City Manager Napier provided a brief report. Councilmember Laird asked about the timing of the project as related to the building of the State office building. City Manager Napier shared his knowledge of the budgeting and timing of this project. Councilmembers Powell, Walsh, and Huber spoke regarding the matter. City Manager Napier provided further information on the timing of the project. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-154

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH TELECOM LAW FIRM PC TO PROVIDE TECHNICAL ASSISTANCE TO THE CITY REGARDING APPLICATIONS FOR WIRELESS COMMUNICATIONS FACILITIES.

RESOLUTION NO. 18-155

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CITYSCAPE CONSULTANTS, INC. TO PROVIDE TECHNICAL ASSISTANCE TO THE CITY REGARDING APPLICATIONS FOR WIRELESS COMMUNICATIONS FACILITIES.

RESOLUTION NO. 18-156

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH DIGITAL SKYLINES, INC. TO PROVIDE TECHNICAL ASSISTANCE TO THE CITY REGARDING APPLICATIONS FOR WIRELESS COMMUNICATIONS FACILITIES.

RESOLUTION NO. 18-157

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH RIVER OAKS COMMUNICATION CORPORATION TO PROVIDE TECHNICAL ASSISTANCE TO THE CITY REGARDING APPLICATIONS FOR WIRELESS COMMUNICATIONS FACILITIES.

RESOLUTION NO. 18-158

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SUBLIGHT ENGINEERING PLLC TO PROVIDE TECHNICAL ASSISTANCE TO THE CITY REGARDING APPLICATIONS FOR WIRELESS COMMUNICATIONS FACILITIES.

RESOLUTION NO. 18-159

A RESOLUTION AUTHORIZING A CONTRACT WITH TYLER TECHNOLOGIES INC., FOR THE PROVISION OF SOFTWARE LICENSING AND RELATED SERVICES.

RESOLUTION NO. 18-160

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING DESIGN PROFESSIONALS, INC., FOR PROFESSIONAL SERVICES FOR THE EAST CASPER ZONE 3 WATER SYSTEM IMPROVEMENTS PROJECT.

RESOLUTION NO. 18-161

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH KROHNE INC. FOR MAGNETIC FLOW METERS FOR USE AT THE PRATT, NORTH PARK, MOUNTAIN ROAD, AND SOUTHWEST WATER BOOSTER STATIONS.

RESOLUTION NO. 18-162

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

RESOLUTION NO. 18-163

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY SEWER SERVICE WITH SILVER DOLLAR PROPERTIES, LLC.

RESOLUTION NO. 18-164

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH INBERG-MILLER ENGINEERS, INC., FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE LOWER EASTDALE CREEK CHANNEL IMPROVEMENTS — PHASE 2 PROJECT.

RESOLUTION NO. 18-166

A RESOLUTION AUTHORIZING A RELEASE AND ASSIGNMENT AGREEMENT WITH WESTERN SURETY COMPANY, FOR BOND CLAIM NO. 9A359913.

RESOLUTION NO. 18-167

A RESOLUTION AUTHORIZING A RELEASE AND ASSIGNMENT AGREEMENT WITH WESTERN SURETY COMPANY, FOR BOND CLAIM NO. 9A358579.

RESOLUTION NO. 18-168

A RESOLUTION AUTHORIZING AN AGREEMENT WITH UNITED FIRE AND CASUALTY COMPANY AND POWDER RIVER CONSTRUCTION, INC., FOR THE ROBERTSON ROAD SOUTH PATHWAY, PROJECT NO. 15-41.

RESOLUTION NO. 18-169

A RESOLUTION AUTHORIZING AN AGREEMENT WITH UNITED FIRE AND CASUALTY COMPANY AND 71 CONSTRUCTION, INC. FOR THE “K” STREET IMPROVEMENTS PHASE I, PROJECT NO. 15-51.

RESOLUTION NO. 18-170

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RECYCLED MATERIALS, LLC, FOR THE 2018 RUSSIAN OLIVE REMOVAL, PROJECT NO. 18-052.

RESOLUTION NO. 18-171

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CASPER AND CASPER COLLEGE.

RESOLUTION NO. 18-172

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CASPER AND THE TOWN OF MILLS.

RESOLUTION NO. 18-173

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CASPER AND THE TOWN OF EVANSVILLE.

RESOLUTION NO. 18-174

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CASPER AND WYOMING DEPARTMENT OF TRANSPORTATION.

RESOLUTION NO. 18-175

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH NATRONA COUNTY REGARDING THE DISTRIBUTION OF BUREAU OF JUSTICE ASSISTANCE GRANT FUNDS.

RESOLUTION NO.18-176

A RESOLUTION AUTHORIZING A LEASE BETWEEN THE CITY OF CASPER AND THE CASPER JUNIOR FOOTBALL LEAGUE FOR THE USE OF FIELDS 1, 2, AND 3 AT THE CROSSROADS COMPLEX.

RESOLUTION NO. 18-177

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC. FOR PROVIDING ENVIRONMENTAL SERVICES FOR THE CONSTRUCTION OF FIRST STREET REACH OF THE NORTH PLATTE RIVER RESTORATION, PROJECT NO. 12-51.

RESOLUTION NO. 18-178

A RESOLUTION AMENDING RESOLUTION NO. 17-155, CHANGING THE ORDER OF BUSINESS FOR REGULAR COUNCIL MEETINGS FOR THE CITY OF CASPER, WYOMING AND REMOVING THE OPTION OF "CONSENT" FOR THE SECOND AND THIRD READINGS OF ORDINANCES.

RESOLUTION NO. 18-179

A RESOLUTION AUTHORIZING APPROVAL OF VARIABLE MUNICIPAL COURT JUDGE CONTRACT.

Councilmember Humphrey presented the foregoing twenty-five (25) resolutions for adoption. Seconded by Councilmember Morgan. Motion passed.

Moved by Councilmember Hopkins, seconded by Councilmember Walsh, to, by minute action, authorize the purchase of two (2) new articulated motor graders, in the total amount of \$532,102.58, from Wyoming Machinery Company, before the trade-in allowance. City Manager Napier provided a brief report. Motion passed.

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

1. authorize the reappointment of Mike Cometto to the Casper Natrona County Health Department Board;
2. authorize the purchase of one (1) new John Deere gas mower, in the total amount of \$12,400, from Stotz Equipment; and
3. authorize the purchase of one (1) new one ton truck with service body, in the total amount of \$55,363.36, from Fremont Motor Company.

Councilmember Morgan voted nay on the purchase of the gas mower. Motion passed.

Dennis Steensland, 533 S. Washington, addressed Council regarding audio problems in the Council Chambers, asking about the timeline and follow-up for lighting at Hogadon, and requesting safety improvements at the intersection of 1<sup>st</sup>/Elk.

Councilmember Walsh asked that a reduced speed limit be considered for a section of 18<sup>th</sup> in the vicinity of Grant School. Councilmember Huber requested the expansion of in-house engineering services. Councilmember Morgan asked about piggy-back purchases from the National League of Cities rather than the state of Wyoming and the placement of commercial signs in the parkway. City Attorney shared his reservations with the policy. Councilmember Morgan requested that the malt beverage permit ordinance for the City of Casper be made to match the Wyoming statutes. Councilmember Laird indicated that another one-time payment be made to City employees and requested a day be designated to honor City of Casper employees.

Mayor Pacheco allowed Mr. Steensland to address Council again. He shared his concerns about the staff time spent on the presentation for bus efficiencies and the amount of consideration Council gave to the presentation.

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, August 14, 2018, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, August 21, 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 7:50 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

08/08/2018 to 08/21/2018

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<b>A.M.B.I. &amp; SHIPPING, INC.</b>	18-07-630 POSTAGE	\$116.37
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$116.37</b>
	18-07-618 POSTAGE	\$28.76
	<b>Subtotal for Cost Center City Attorney:</b>	<b>\$28.76</b>
	18-07-620 POSTAGE	\$1.16
	<b>Subtotal for Cost Center City Manager:</b>	<b>\$1.16</b>
	18-07-626 POSTAGE	\$2.07
	<b>Subtotal for Cost Center Council:</b>	<b>\$2.07</b>
	01-301001-5333 POSTAGE	\$27.21
	<b>Subtotal for Cost Center Engineering:</b>	<b>\$27.21</b>
	18-07-622 POSTAGE	\$758.29
	<b>Subtotal for Cost Center Finance:</b>	<b>\$758.29</b>
	18-07-624 POSTAGE	\$14.50
	<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$14.50</b>
	18-07-628 POSTAGE	\$198.49
	<b>Subtotal for Cost Center Human Resources:</b>	<b>\$198.49</b>
	18-07-631 POSTAGE	\$677.27
	<b>Subtotal for Cost Center Police:</b>	<b>\$677.27</b>
	18-07-629 POSTAGE	\$2.32
	<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$2.32</b>
	18-07-619 POSTAGE	\$15.84
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$15.84</b>
	<b>Vendor Subtotal:</b>	<b>\$1,842.28</b>
<b>AAA LANDSCAPING</b>	15946 WEED CONTRACTOR	\$417.52
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$417.52</b>
	<b>Vendor Subtotal:</b>	<b>\$417.52</b>
<b>AARON KLOKE</b>	94 ROTARY DUES	\$300.00
	<b>Subtotal for Cost Center Planning:</b>	<b>\$300.00</b>
	<b>Vendor Subtotal:</b>	<b>\$300.00</b>

# Bills & Claims

08/08/2018 to 08/21/2018

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## AMERI-TECH EQUIPMENT CO.

104333 222259	\$738.14
104340 222289	\$1,116.55
104234-48 222284 OTHER CONTRACTUAL	\$1,373.86
104289 OTHER CONTRACTUAL	\$519.02
104310 OTHER CONTRACTUAL 222259	\$506.14
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$4,253.71</b>

**Vendor Subtotal:** **\$4,253.71**

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## ANDREEN HUNT CONSTRUCTION, INC.

3819 RETAINAGE 17-011	-\$15,285.00
<b>Subtotal for Cost Center Capital Projects - City Manager:</b>	<b>-\$15,285.00</b>

3819 ROTARY PARK PATHWAY PHASE II	\$208,504.00
<b>Subtotal for Cost Center City Manager:</b>	<b>\$208,504.00</b>

3819 ROTARY PARK PATHWAY PHASE II	\$52,126.00
<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$52,126.00</b>

**Vendor Subtotal:** **\$245,345.00**

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## ARCADIS U.S., INC.

0923062 ENGINEERING SERVICES FOR WWTP	\$1,690.37
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$1,690.37</b>

**Vendor Subtotal:** **\$1,690.37**

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## ARROWHEAD HEATING & AIR CONDITIONING

11590 JULY FILTER CHANGE	\$180.00
11591 JULY MAINTENANCE	\$76.92
<b>Subtotal for Cost Center Balefill:</b>	<b>\$256.92</b>

**Vendor Subtotal:** **\$256.92**

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## ATLANTIC ELECTRIC, INC

RIN0028852 RETAINAGE RELEASE 16-008	\$1,984.85
<b>Subtotal for Cost Center General - Engineering:</b>	<b>\$1,984.85</b>

**Vendor Subtotal:** **\$1,984.85**

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## BACK, KENDRA

0031421789 UTILITY REFUND	\$11.59
<b>Subtotal for Cost Center Water:</b>	<b>\$11.59</b>

**Vendor Subtotal:** **\$11.59**

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# Bills & Claims

08/08/2018 to 08/21/2018

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## BLACK HILLS ENERGY

AP000183080718 NATURAL GAS	\$3,284.35
AP000232080918 NATURAL GAS	\$6,451.67
<b>Subtotal for Cost Center Aquatics:</b>	<b>\$9,736.02</b>
AP000187080818 NATURAL GAS	\$134.63
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$134.63</b>
AP000226080718 NATURAL GAS	\$33.91
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$33.91</b>
AP000227080718 NATURAL GAS	\$241.83
<b>Subtotal for Cost Center City Hall:</b>	<b>\$241.83</b>
AP000230080918 NATURAL GAS	\$370.58
<b>Subtotal for Cost Center Fire:</b>	<b>\$370.58</b>
AP000194080918 NATURAL GAS	\$230.41
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$230.41</b>
AP000195080818 NATURAL GAS	\$75.87
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$75.87</b>
AP000188080718 NATURAL GAS	\$31.28
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$31.28</b>
AP000184080718 NATURAL GAS	\$317.52
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$317.52</b>
AP000192080918 NATURAL GAS	\$88.55
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$88.55</b>
AP000222080918 NATURAL GAS	\$53.34
<b>Subtotal for Cost Center Parks:</b>	<b>\$53.34</b>
AP000191080718 NATURAL GAS	\$170.46
<b>Subtotal for Cost Center Recreation:</b>	<b>\$170.46</b>
AP000193080818 NATURAL GAS	\$17.46
<b>Subtotal for Cost Center Sewer:</b>	<b>\$17.46</b>
AP000228080918 NATURAL GAS	\$3,033.68
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$3,033.68</b>
AP000231080918 NATURAL GAS	\$191.07
<b>Subtotal for Cost Center Water:</b>	<b>\$191.07</b>

# Bills & Claims

08/08/2018 to 08/21/2018

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**Vendor Subtotal:** **\$14,726.61**

**BOYS & GIRLS CLUBS OF  
CENTRAL WY**

4551 FY19 1%#15 ONE CENT FUNDING \$18,321.25  
**Subtotal for Cost Center One Cent #15:** **\$18,321.25**

**Vendor Subtotal:** **\$18,321.25**

**BRAIN INJURY ASSOC. OF  
WYOMING**

544 FY19 1%#15 ONE CENT FUNDING \$5,156.25  
**Subtotal for Cost Center One Cent #15:** **\$5,156.25**

**Vendor Subtotal:** **\$5,156.25**

**BRENNTAG PACIFIC, INC.**

BPI859071 CHEMICAL - FERRIC \$9,311.18  
BPI859561 CHEMICAL - FERRIC \$9,637.47  
BPI857863 CHEMICAL FERRIC \$8,931.12  
BPI860079 CHEMICAL AMMONIUM HYDROXIDE \$14,354.37  
BPI860641 CHEMICAL - FERRIC \$14,153.66  
BPI860642 CHEMICAL - FERRIC \$14,180.39  
BPI860080 CHEMICAL - FERRIC \$9,683.11  
**Subtotal for Cost Center Water Treatment Plant:** **\$80,251.30**

**Vendor Subtotal:** **\$80,251.30**

**CASELLE, INC.**

89585 CONTRACT SUPPORT & MAINTENANCE \$75.00  
**Subtotal for Cost Center Finance:** **\$75.00**

**Vendor Subtotal:** **\$75.00**

**CASPAR BUILDING  
SYSTEMS, INC.**

RIN0028854 BALER BUILDING EXPANSION PROJE \$6,808.00  
RIN0028854 RETAINAGE 13-050 -\$680.80  
RIN0028853 BALER BUILDING EXPANSION PROJ \$225,332.00  
**Subtotal for Cost Center Balefill:** **\$231,459.20**

F5-005 RETAINAGE 16-050 -\$41,169.79  
**Subtotal for Cost Center Capital Projects - Fire:** **-\$41,169.79**

F5-005 FIRE EMS STATION #5 \$411,697.85  
**Subtotal for Cost Center Fire:** **\$411,697.85**

RIN0028853 RETAINAGE 13-050 -\$22,533.20  
**Subtotal for Cost Center Refuse Collection:** **-\$22,533.20**

# Bills & Claims

08/08/2018 to 08/21/2018

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**Vendor Subtotal:** **\$579,454.06**

## CASPER AREA CHAMBER OF COMMERCE, INC.

203888 FY19 MEMBERSHIP DUES \$550.00  
**Subtotal for Cost Center Council:** **\$550.00**

**Vendor Subtotal:** **\$550.00**

## CASPER HOUSING AUTHORITY

383 FY19 1%#15 ONE CENT FUNDING \$32,115.36  
384 FY19 1%#15 ONE CENT FUNDING \$23,711.02  
**Subtotal for Cost Center One Cent #15:** **\$55,826.38**

**Vendor Subtotal:** **\$55,826.38**

## CASPER PUBLIC UTILITIES

RIN0028822 SANITATION \$113.00  
RIN0028822 SEWER \$22.95  
**Subtotal for Cost Center Water Treatment Plant:** **\$135.95**

**Vendor Subtotal:** **\$135.95**

## CDW GOVERNMENT, INC.

NNT2175 8 GB PAN TB CF-54 \$1,761.29  
**Subtotal for Cost Center Police:** **\$1,761.29**

**Vendor Subtotal:** **\$1,761.29**

## CENTRAL WY. REGIONAL WATER

165391 JULY18 WHOLESAL WATER \$967,343.37  
165399 JULY18 SYSTEM INVESTMENT FEES \$6,000.00  
**Subtotal for Cost Center Water:** **\$973,343.37**

**Vendor Subtotal:** **\$973,343.37**

## CENTRAL WY. RESCUE MISSION

4 FY19 1%#15 ONE CENT FUNDING \$59,611.15  
**Subtotal for Cost Center One Cent #15:** **\$59,611.15**

**Vendor Subtotal:** **\$59,611.15**

## CENTURYLINK

RIN0028807 CENTURY LINK \$59.56  
**Subtotal for Cost Center Balefill:** **\$59.56**

RIN0028828 PHONE USE \$34.66

# Bills & Claims

08/08/2018 to 08/21/2018

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<b>Subtotal for Cost Center City Hall:</b>	<b>\$34.66</b>
RIN0028810 PHONE USE	\$65.08
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$65.08</b>
RIN0028810 PHONE USE	\$10,959.88
RIN0028810 PHONE USE	\$229.45
RIN0028810 PHONE USE	\$300.80
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$11,490.13</b>
RIN0028810 PHONE USE	\$39.43
AP000132072218 VOIP	\$1,576.56
<b>Subtotal for Cost Center Finance:</b>	<b>\$1,615.99</b>
RIN0028810 PHONE USE	\$1,017.22
RIN0028810 PHONE USE	\$39.19
RIN0028810 PHONE USE	\$46.58
RIN0028810 PHONE USE	\$39.43
<b>Subtotal for Cost Center Fire:</b>	<b>\$1,142.42</b>
RIN0028845 PHONE USE	\$140.34
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$140.34</b>
RIN0028810 PHONE USE	\$38.64
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$38.64</b>
RIN0028843 PHONE USE	\$154.58
RIN0028810 PHONE USE	\$71.27
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$225.85</b>
RIN0028851 PHONE USE	\$45.52
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$45.52</b>
RIN0028812 PHONE USE	\$126.10
<b>Subtotal for Cost Center Parking:</b>	<b>\$126.10</b>
RIN0028810 PHONE USE	\$122.03
RIN0028810 PHONE USE	\$45.52
<b>Subtotal for Cost Center Parks:</b>	<b>\$167.55</b>
RIN0028810 PHONE USE	\$357.68
<b>Subtotal for Cost Center Police:</b>	<b>\$357.68</b>
RIN0028842 PHONE USE	\$275.22
<b>Subtotal for Cost Center Recreation:</b>	<b>\$275.22</b>
RIN0028812 PHONE USE	\$158.24

# Bills & Claims

08/08/2018 to 08/21/2018

**Subtotal for Cost Center Streets:** **\$158.24**

RIN0028844 PHONE USE \$153.60  
RIN0028810 PHONE USE \$120.69  
RIN0028810 PHONE USE \$1,772.98

**Subtotal for Cost Center Waste Water:** **\$2,047.27**

RIN0028810 PHONE USE \$55.14  
RIN0028810 PHONE USE \$38.64  
RIN0028810 PHONE USE \$195.24

**Subtotal for Cost Center Water:** **\$289.02**

**Vendor Subtotal:** **\$18,279.27**

## CH2M HILL, INC.

381153753 WWTP MCC REPLACEMENT PROJ \$26,200.91

**Subtotal for Cost Center Waste Water:** **\$26,200.91**

**Vendor Subtotal:** **\$26,200.91**

## CIGNA HEALTH & LIFE INSURANCE COMPANY

2331882 PLAN ADMIN FEES \$12,099.75

**Subtotal for Cost Center Health Insurance:** **\$12,099.75**

**Vendor Subtotal:** **\$12,099.75**

## CITY OF CASPER

5128/165408 JULY 18 CATC WORKORDERS \$2,164.90  
5128/165408 JULY 18 CATC WORKORDERS \$8,659.58  
5128/165406 JULY 18 CATC FUEL CHARGES \$8,144.79  
5128/165406 JULY 18 CATC FUEL CHARGES \$8,144.80

**Subtotal for Cost Center C.A.T.C.:** **\$27,114.07**

**Vendor Subtotal:** **\$27,114.07**

## CITY OF CASPER - BALEFILL

525/165266 SANITATION \$15.84  
525/165659 SANITATION \$16.80

**Subtotal for Cost Center Hogadon:** **\$32.64**

247/165354 SANITATION \$81.00

**Subtotal for Cost Center Parks:** **\$81.00**

1309/165254 SANITATION \$15.00

**Subtotal for Cost Center Police:** **\$15.00**

2772/165340 SANITATION \$6,715.20

# Bills & Claims

08/08/2018 to 08/21/2018

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2772/165437 SANITATION	\$5,867.16
2772/165573 SANITATION	\$5,552.76
2772/165236 SANITATION	\$5,877.24
2772/165269-279 SANITATION	\$7,233.36
2772/165543 SANITATION	\$6,544.80
2772/165312 SANITATION	\$7,664.40
2772/165381 SANITATION	\$6,054.36
2772/165468-475 SANITATION	\$6,376.44
2772/165506 SANITATION	\$7,515.96
2772/165662 SANITATION	\$6,165.60
2772/165616 SANITATION	\$5,517.12
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$77,084.40</b>

1276/165338 SANITATION	\$119.04
1276/165265 SANITATION	\$110.88
1276/165541 SANITATION	\$147.36
1276/165467 SANITATION	\$68.64
1276/165658 SANITATION	\$102.24
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$548.16</b>

**Vendor Subtotal:** \$77,761.20

## CITY OF TORRINGTON

115482795 DUMPSTER LIDS	\$600.00
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$600.00</b>

**Vendor Subtotal:** \$600.00

## CIVIL ENGINEERING PROFESSIONALS, INC.

17-006-15 MCKINLEY STREET UNDERPASS STOR	\$18,562.95
<b>Subtotal for Cost Center Streets:</b>	<b>\$18,562.95</b>

**Vendor Subtotal:** \$18,562.95

## COMMUNICATION TECHNOLOGIES, INC.

81316 REPAIR UNIT 239	\$103.00
81312 REPAIR UNIT 299	\$51.50
81322 REPAIR UNIT 238	\$103.00
81317 REPAIR UNIT 209	\$51.50
<b>Subtotal for Cost Center Police:</b>	<b>\$309.00</b>

81319 STRIP UNIT 232	\$824.00
81323 FULL INSTALL UNIT 306	\$3,300.00
<b>Subtotal for Cost Center Police Equipment:</b>	<b>\$4,124.00</b>

**Vendor Subtotal:** \$4,433.00

# Bills & Claims

City of Casper

08/08/2018 to 08/21/2018

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<b>COMTRONIX, INC.</b>	49031 ALARM SERVICE	\$204.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$204.00</b>
	<b>Vendor Subtotal:</b>	<b>\$204.00</b>
<b>COPE, KAIPO</b>	0031421779 UTILITY REFUND	\$22.39
	<b>Subtotal for Cost Center Water:</b>	<b>\$22.39</b>
	<b>Vendor Subtotal:</b>	<b>\$22.39</b>
<b>COWDIN CLEANING</b>	201276 BLDING MAINTENANCE	\$816.00
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$816.00</b>
	<b>Vendor Subtotal:</b>	<b>\$816.00</b>
<b>DAVID HOUGH</b>	RIN0028839 REFUND MEDICAL PREMIUM AUGUST	\$1,577.51
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$1,577.51</b>
	<b>Vendor Subtotal:</b>	<b>\$1,577.51</b>
<b>DELL MARKETING LP</b>	10247523539 SOFTWARE FOR TOUGH BOOK	\$345.47
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$345.47</b>
	10256748481 NEW LICENSE	\$56.16
	<b>Subtotal for Cost Center Police:</b>	<b>\$56.16</b>
	10258419316 VLA OFFICE PRO PLUS 2016	\$1,036.41
	10258239301 TRAFFIC SIGNAL PROJECT	\$4,875.80
	<b>Subtotal for Cost Center Streets:</b>	<b>\$5,912.21</b>
	<b>Vendor Subtotal:</b>	<b>\$6,313.84</b>
<b>DELTA DENTAL PLAN OF WY.</b>	RIN0028824 DENTAL INSURANCE	\$33,558.20
	RIN0028826 DENTAL PREMIUM	\$1,540.00
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$35,098.20</b>
	<b>Vendor Subtotal:</b>	<b>\$35,098.20</b>
<b>DEPARTMENT OF PUBLIC SAFETY</b>	RIN0028837 CERTIFIED DRIVING RECORD	\$25.00
	<b>Subtotal for Cost Center Police:</b>	<b>\$25.00</b>

# Bills & Claims

City of Casper

08/08/2018 to 08/21/2018

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	<b>Vendor Subtotal:</b>	<b>\$25.00</b>
<b>DOUBLE D WELDING &amp; FABRICATION INC.</b>	4565 WELD BIOSOLIDS WATER FILL SPOU <b>Subtotal for Cost Center Balefill:</b>	\$215.00 <b>\$215.00</b>
	<b>Vendor Subtotal:</b>	<b>\$215.00</b>
<b>DPC INDUSTRIES, INC.</b>	727000167-18 CHEMICAL NAHYPO 727000170-18 CHEMICAL - NAHYPO 727000191-18 CHEMICAL - NAHYPO <b>Subtotal for Cost Center Water Treatment Plant:</b>	\$7,021.83 \$7,088.02 \$7,003.36 <b>\$21,113.21</b>
	<b>Vendor Subtotal:</b>	<b>\$21,113.21</b>
<b>ELIZABETH PORTER</b>	0000001 GRAPHIC STANDARDS MANUAL <b>Subtotal for Cost Center City Manager:</b>	\$400.00 <b>\$400.00</b>
	<b>Vendor Subtotal:</b>	<b>\$400.00</b>
<b>ENGINEERING DESIGN ASSOCIATES</b>	10454 LSC FIRE SUPP.ALRM REP.DSN ENG <b>Subtotal for Cost Center CDBG:</b>	\$687.50 <b>\$687.50</b>
	10455 ROBERTSON ROAD EMERG GENERATOR <b>Subtotal for Cost Center Waste Water:</b>	\$2,932.50 <b>\$2,932.50</b>
	<b>Vendor Subtotal:</b>	<b>\$3,620.00</b>
<b>ENTECH, INC</b>	17007-03 AERIAL & SURVEYING CASPER REGI <b>Subtotal for Cost Center Balefill:</b>	\$7,740.79 <b>\$7,740.79</b>
	<b>Vendor Subtotal:</b>	<b>\$7,740.79</b>
<b>ENVIRONMENTAL &amp; CIVIL SOLUTIONS, LLC</b>	5448 DEQ PERMITTING/JIM EVANS TRUCK <b>Subtotal for Cost Center Refuse Collection:</b>	\$661.79 <b>\$661.79</b>
	5449 2018 ARTERIALS/COLLECTORS 5456 CENTER & 9TH FY17301P17053 <b>Subtotal for Cost Center Streets:</b>	\$3,032.06 \$992.10 <b>\$4,024.16</b>
	<b>Vendor Subtotal:</b>	<b>\$4,685.95</b>



# Bills & Claims

08/08/2018 to 08/21/2018

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<b>ESCARSEGA, TAMMY</b>	0031421783 UTILITY REFUND	\$37.52
	<b>Subtotal for Cost Center Water:</b>	<b>\$37.52</b>
	<b>Vendor Subtotal:</b>	<b>\$37.52</b>
<b>FAITH A CONAWAY</b>	RIN0028813 MERMAID HOURS	\$100.00
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$100.00</b>
	<b>Vendor Subtotal:</b>	<b>\$100.00</b>
<b>FAMILY JOURNEY CENTER</b>	06-12-2018 FY19 1%#15 ONE CENT FUNDING	\$80.00
	136 FY19 1%#15 ONE CENT FUNDING	\$135.19
	<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$215.19</b>
	<b>Vendor Subtotal:</b>	<b>\$215.19</b>
<b>FIRST INTERSTATE BANK</b>	RIN0028841 SERVICE CHARGES	\$335.13
	RIN0028840 LOCKBOX FEES	\$1,796.85
	<b>Subtotal for Cost Center Finance:</b>	<b>\$2,131.98</b>
	RIN0028846 PROGRAMS & PROJECTS	\$271.00
	<b>Subtotal for Cost Center Human Resources:</b>	<b>\$271.00</b>
	<b>Vendor Subtotal:</b>	<b>\$2,402.98</b>
<b>FORTERRA PIPE AND PRECAST</b>	BA00002499 STORM MANHOLE LIDS	\$272.20
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$272.20</b>
	<b>Vendor Subtotal:</b>	<b>\$272.20</b>
<b>GARY MARSH, INC.</b>	391 CONTRACT PAYMENT FOR GOLF PRO	\$25,349.40
	<b>Subtotal for Cost Center Golf Course:</b>	<b>\$25,349.40</b>
	<b>Vendor Subtotal:</b>	<b>\$25,349.40</b>
<b>GASPAR, JUSTIN</b>	0031421784 UTILITY REFUND	\$29.82
	<b>Subtotal for Cost Center Water:</b>	<b>\$29.82</b>
	<b>Vendor Subtotal:</b>	<b>\$29.82</b>

# Bills & Claims

08/08/2018 to 08/21/2018

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<b>GLOBAL SPECTRUM L.P.</b>	0000816-IN MONTHLY FUNDING AUG 2018	\$82,909.91
	<b>Subtotal for Cost Center Casper Events Center:</b>	<b>\$82,909.91</b>
	0000783-IN SNACKS FOR EMPLOYEE MEETINGS	\$369.60
	<b>Subtotal for Cost Center City Manager:</b>	<b>\$369.60</b>
	<b>Vendor Subtotal:</b>	<b>\$83,279.51</b>
<b>GOLDER ASSOCIATES</b>	518496 5-YEAR CLOSED BALEFIL	\$1,044.27
	518496 5-YEAR CLOSED BALEFIL 18-005	\$696.18
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,740.45</b>
	<b>Vendor Subtotal:</b>	<b>\$1,740.45</b>
<b>GRANICUS, INC.</b>	94070 ENCODING APPLIANCE SOFTWARE	\$566.93
	<b>Subtotal for Cost Center Information Services:</b>	<b>\$566.93</b>
	<b>Vendor Subtotal:</b>	<b>\$566.93</b>
<b>GSG ARCHITECTURE</b>	17536 DESIGN & CONST ADMIN FOR FIRE	\$11,038.63
	17540 DESIGN & CONST ADMIN FOR FIRE	\$5,254.50
	<b>Subtotal for Cost Center Fire:</b>	<b>\$16,293.13</b>
	<b>Vendor Subtotal:</b>	<b>\$16,293.13</b>
<b>HAMMOND, KYLE</b>	0031421787 UTILITY REFUND	\$10.11
	<b>Subtotal for Cost Center Water:</b>	<b>\$10.11</b>
	<b>Vendor Subtotal:</b>	<b>\$10.11</b>
<b>HEIN-BOND, LLC</b>	18-038 DESIGN SERVICES - BALER BUILDI	\$16,490.00
	18-039 BALER BUILDING - MRF/CA 13-050	\$8,537.50
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$25,027.50</b>
	<b>Vendor Subtotal:</b>	<b>\$25,027.50</b>
<b>HIGH PLAINS CONSTRUCTION, INC.</b>	RIN0028825 RETAINAGE 15-35	-\$26,943.77
	<b>Subtotal for Cost Center Capital Projects - Streets:</b>	<b>-\$26,943.77</b>

# Bills & Claims

City of Casper

08/08/2018 to 08/21/2018

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RIN0028858 RETAINAGE RELEASE 15-69 \$16,649.90  
**Subtotal for Cost Center Refuse Collection: \$16,649.90**

RIN0028825 MCKINLEY ST RR UP STORM/SAN SE \$155,830.00  
**Subtotal for Cost Center Sewer: \$155,830.00**

RIN0028825 MCKINLEY ST RR UP STORM/SAN SE \$114,938.89  
RIN0028825 MCKINLEY ST RR UP STORM/SAN SE \$78,098.36  
INV #2018-Asp 16. HOT MIX \$772.74  
**Subtotal for Cost Center Streets: \$193,809.99**

**Vendor Subtotal: \$339,346.12**

## HIGHLAND PARK CHURCH

RIN0028829 REFUND FOR POOL PARTY \$280.00  
**Subtotal for Cost Center Aquatics: \$280.00**

**Vendor Subtotal: \$280.00**

## HOBBS, SHANNON/RYAN

0031421790 UTILITY REFUND \$42.55  
**Subtotal for Cost Center Water: \$42.55**

**Vendor Subtotal: \$42.55**

## HOMAX OIL SALES, INC.

0420196-IN FLUIDS FOR AST. \$1,598.35  
**Subtotal for Cost Center Balefill: \$1,598.35**

CL88901 JULY FUEL \$5,081.74  
**Subtotal for Cost Center Water: \$5,081.74**

**Vendor Subtotal: \$6,680.09**

## HUNTER INDUSTRIAL CORPORATION

8654 CHAIRLIFT PARTS \$2,655.87  
**Subtotal for Cost Center Hogadon: \$2,655.87**

**Vendor Subtotal: \$2,655.87**

## INNOVATIVE DATA ACQUISITIONS LLC

CO18041 MPO 18-04 TRAFFIC COUNTS \$2,602.89  
CO18041 MPO 18-04 TRAFFIC COUNTS \$24,767.11  
**Subtotal for Cost Center Metropolitan Planning: \$27,370.00**

**Vendor Subtotal: \$27,370.00**

# Bills & Claims

City of Casper

08/08/2018 to 08/21/2018

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<b>INSTALLATION &amp; SVC. CO.</b>	268964 RETAINAGE 17-090	-\$3,973.61
	<b>Subtotal for Cost Center Capital Projects - Streets:</b>	<b>-\$3,973.61</b>
	268964 CY AVE - S SPRUCE TO S ASH	\$130,070.10
	<b>Subtotal for Cost Center Streets:</b>	<b>\$130,070.10</b>
	<b>Vendor Subtotal:</b>	<b>\$126,096.49</b>
<b>ISC, INC/VENTURE TECHNOLOGIES</b>	SIN025961 MAINT AGREE	\$3,543.88
	<b>Subtotal for Cost Center Communications Center:</b>	<b>\$3,543.88</b>
	SIN025700 VMWARE MAINTENANCE IT AT EOC	\$3,088.00
	<b>Subtotal for Cost Center Information Services:</b>	<b>\$3,088.00</b>
	SIN025047 REPLACE CISCO PHONE	\$513.40
	<b>Subtotal for Cost Center Police:</b>	<b>\$513.40</b>
	<b>Vendor Subtotal:</b>	<b>\$7,145.28</b>
<b>ITC ELECTRICAL TECHNOLOGIES</b>	18-9007*01 WWTP HEADWORKS BLDG LIGHTING	\$1,553.70
	18-9006*01 WWTP DEWATERING BLDG LIGHTING	\$7,760.00
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$9,313.70</b>
	<b>Vendor Subtotal:</b>	<b>\$9,313.70</b>
<b>JESSE JONES</b>	6112 CLOTHING REIMBURSEMENT	\$131.77
	<b>Subtotal for Cost Center Police:</b>	<b>\$131.77</b>
	<b>Vendor Subtotal:</b>	<b>\$131.77</b>
<b>JONES, JASMINE</b>	0031421781 UTILITY REFUND	\$50.47
	<b>Subtotal for Cost Center Water:</b>	<b>\$50.47</b>
	<b>Vendor Subtotal:</b>	<b>\$50.47</b>
<b>KELLY SVCS., INC.</b>	29075278 CONTRACT LABOR	\$589.60
	30077646 CONTRACT LABOR	\$515.90
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,105.50</b>
	<b>Vendor Subtotal:</b>	<b>\$1,105.50</b>

# Bills & Claims

08/08/2018 to 08/21/2018

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<b>KIM HOLMAN, INTERPRETER</b>	RIN0028855 SIGN LANGUGE INTRPRTR CNCL MTG	\$105.00
	<b>Subtotal for Cost Center Council:</b>	<b>\$105.00</b>
	<b>Vendor Subtotal:</b>	<b>\$105.00</b>
<b>KNIFE RIVER/JTL</b>	176153 COVER	\$2,012.32
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$2,012.32</b>
	175751 1/2" PLANT MIX	\$108.54
	174959 1/2" PLANT MIX	\$465.48
	175147 1/2" PLANT MIX	\$249.48
	175194 3/8" PLANT MIX	\$278.40
	175368 3/8" PLANT MIX	\$277.80
	176158 1/2" PLANT MIX	\$226.26
	176397 1/2" PLANT MIX	\$226.26
	176598 1/2" PLANT MIX	\$216.00
	176103 1/2" PLANT MIX	\$253.80
	175868 1/2" PLANT MIX	\$216.00
	<b>Subtotal for Cost Center Streets:</b>	<b>\$2,518.02</b>
	RIN0028811 2018 CPUT ASPHALT REPAIR	\$12,050.18
	RIN0028811 RETAINAGE 18-001	-\$1,205.03
	<b>Subtotal for Cost Center Water:</b>	<b>\$10,845.15</b>
	<b>Vendor Subtotal:</b>	<b>\$15,375.49</b>
<b>KONE, INC.</b>	949959478 MAINTENANCE AGREEMENT	\$2,845.08
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$2,845.08</b>
	<b>Vendor Subtotal:</b>	<b>\$2,845.08</b>
<b>KUBWATER RESOURCES, INC</b>	07876 ZETAG 7593 DRY POLYMER	\$5,398.90
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$5,398.90</b>
	<b>Vendor Subtotal:</b>	<b>\$5,398.90</b>
<b>LEXISNEXIS A DIVISION OF RELX INC</b>	C100423-20180630 ANNUAL LICENSE & SUPPORT FEE	\$10,162.79
	<b>Subtotal for Cost Center Police:</b>	<b>\$10,162.79</b>
	<b>Vendor Subtotal:</b>	<b>\$10,162.79</b>

# Bills & Claims

08/08/2018 to 08/21/2018

<b>LINCOLN NATL. LIFE INS. CO.</b>	RIN0028827 BENEFITS PAYABLE-RETIREE LIFE	\$266.76
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$266.76</b>
	<b>Vendor Subtotal:</b>	<b>\$266.76</b>
<b>LOENBRO INSTRUMENTATION &amp; ELECTRICAL</b>	23084 LIGHTING UPGRADES	\$744.20
	<b>Subtotal for Cost Center Parks:</b>	<b>\$744.20</b>
	<b>Vendor Subtotal:</b>	<b>\$744.20</b>
<b>LONG BUILDING TECHNOLOGIES</b>	SCPAY0041361 MAINTENANCE AGREEMENT	\$4,237.25
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$4,237.25</b>
	<b>Vendor Subtotal:</b>	<b>\$4,237.25</b>
<b>MARTINEZ, MONIQUE</b>	0031421782 UTILITY REFUND	\$18.91
	<b>Subtotal for Cost Center Water:</b>	<b>\$18.91</b>
	<b>Vendor Subtotal:</b>	<b>\$18.91</b>
<b>MCMURRY READY MIX CO.</b>	227015 CONCRETE	\$212.75
	<b>Subtotal for Cost Center Water:</b>	<b>\$212.75</b>
	<b>Vendor Subtotal:</b>	<b>\$212.75</b>
<b>MILLER, KAMI/WILLIAM</b>	0031421785 UTILITY REFUND	\$8.61
	<b>Subtotal for Cost Center Water:</b>	<b>\$8.61</b>
	<b>Vendor Subtotal:</b>	<b>\$8.61</b>
<b>MONTANA ASSOCIATION OF HEALTH CARE PURCHASERS</b>	CC063018 OTHER CONTRACTUAL	\$2,183.35
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$2,183.35</b>
	<b>Vendor Subtotal:</b>	<b>\$2,183.35</b>
<b>MOTOROLA SOLUTIONS</b>	8230193601 MAINT AGREE	\$3,725.99
	<b>Subtotal for Cost Center Communications Center:</b>	<b>\$3,725.99</b>
	<b>Vendor Subtotal:</b>	<b>\$3,725.99</b>

# Bills & Claims

08/08/2018 to 08/21/2018

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<b>MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS</b>	RIN0028836 ETHERNET SERVICE	\$503.73
	<b>Subtotal for Cost Center Communications Center:</b>	<b>\$503.73</b>
	AP000179080118 METRO-ETHERNET CHARGES	\$1,003.55
	<b>Subtotal for Cost Center Finance:</b>	<b>\$1,003.55</b>
	<b>Vendor Subtotal:</b>	<b>\$1,507.28</b>
<b>NANIA, INC.</b>	71218 Repair sewer Claim 1503CA	\$7,046.00
	<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$7,046.00</b>
	<b>Vendor Subtotal:</b>	<b>\$7,046.00</b>
<b>NATIONAL BENEFIT SERVICES</b>	659692 PLAN ADMIN FEES	\$369.05
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$369.05</b>
	<b>Vendor Subtotal:</b>	<b>\$369.05</b>
<b>NATL. HISTORIC TRAILS FOUNDATION</b>	10523 FY19 1%#15 ONE CENT FUNDING	\$10,809.00
	<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$10,809.00</b>
	<b>Vendor Subtotal:</b>	<b>\$10,809.00</b>
<b>NATRONA COUNTY HEALTH DEPT.</b>	DOGD201902067 INSPECTION	\$75.00
	DOGD201902205 INSPECTION	\$75.00
	DOGD201902203 INSPECTION	\$75.00
	DOGD201902136 INSPECTION	\$35.00
	DOGS201902225 INSPECTION	\$150.00
	DOGD201902233 INSPECTION	\$75.00
	DOGD201902201 INSPECTION	\$75.00
	DOGS201902159 INSPECTION	\$35.00
	DOGD201902202 INSPECTION	\$75.00
	DOGS201902220 INSPECTION	\$75.00
	DOGD201902068 INSPECTION	\$75.00
	DOGD201902064 INSPECTION	\$75.00
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$895.00</b>
	<b>Vendor Subtotal:</b>	<b>\$895.00</b>
<b>NICOLAYSEN ART MUSEUM</b>	17519 FY19 1%#15 ONE CENT FUNDING	\$19,762.00
	RIN0028848 FY19 1%#15 ONE CENT FUNDING	\$59,819.04

# Bills & Claims

08/08/2018 to 08/21/2018

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**Subtotal for Cost Center One Cent #15:** **\$79,581.04**

**Vendor Subtotal:** **\$79,581.04**

## OHLSON LAVOIE CORPORATION

113249 MARION KREINER SPLSH PD 14-70 \$1,086.00

**Subtotal for Cost Center Aquatics:** **\$1,086.00**

**Vendor Subtotal:** **\$1,086.00**

## PATRICIA BYNUM

RIN0028838 REFUND OVERPAYMENT MEDICAL \$50.00

**Subtotal for Cost Center Health Insurance:** **\$50.00**

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

## P-CARD VENDORS

00077355 NILFISK ADVANCE INC - Purchase	\$5,702.06
00077358 BAILEYS ACE HDWE - Purchase	\$17.16
00077367 CASPER WINNELSON CO - Purchase	\$210.44
00077375 SAMS CLUB #6425 - Purchase	\$37.20
00077375 SAMS CLUB #6425 - Purchase	\$9.72
00077384 DOLLAR TREE - Purchase	\$1.50
00077412 BAILEYS ACE HDWE - Purchase	\$36.92
00076907 IN THE SWIM-CATALOG - Purchase	\$350.97
00077160 PARTY CITY 1002 - Purchase	\$19.95
00077241 HAWKINS INC - Purchase	\$2,966.93
00077447 BARGREEN WYOMING 25 - Purchase	\$119.14
00077501 SAMSCLUB #6425 - Purchase	\$199.76
00077521 SAMSCLUB #6425 - Purchase	\$90.35
00077537 ROTHHAMMER INTERNATION - Purch	\$800.00
00077537 ROTHHAMMER INTERNATION - Purch	\$1,775.80
00077572 BAILEYS ACE HDWE - Purchase	\$51.27
00077189 SAMS CLUB #6425 - Purchase	\$196.17
00077205 SAMS CLUB #6425 - Purchase	\$36.90
00076917 SAMSCLUB #6425 - Purchase	\$261.47
00076945 VISTAR ROCKY MOUNTAIN - Purcha	\$250.85
00077099 AMAZON MKTPLACE PMTS - Purchas	\$20.11
00077120 AMAZON MKTPLACE PMTS - Purchas	\$22.90
00076362 SAMSCLUB #6425 - Purchase	\$41.96
00076667 WM SUPERCENTER #3778 - Purchas	\$12.28
00076723 DOLLAR TREE - Purchase	\$8.00
00076767 CASPER WINNELSON CO - Purchase	\$841.76
00076817 SAMS CLUB #6425 - Purchase	\$9.92
00076926 SAMSCLUB #6425 - Purchase	\$127.19
00077003 SAMSCLUB #6425 - Purchase	\$11.88
00077003 SAMSCLUB #6425 - Purchase	\$639.84



# Bills & Claims

08/08/2018 to 08/21/2018

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00077034 VZWLSS IVR VB - Purchase	\$326.07
00077097 ARC SERVICES/TRAINING - Purcha	\$36.00
<b>Subtotal for Cost Center Aquatics:</b>	<b>\$15,232.47</b>
00077266 CASPER TIRE 0000705 - Purchase	\$30.00
00077337 MENARDS CASPER WY - Purchase	\$273.45
00077343 ALSCO INC. - Purchase	\$410.80
00077360 SAMSCLUB #6425 - Purchase	\$142.76
00077373 SOURCE OFFICE - VITAL - Purcha	\$20.80
00077376 MENARDS CASPER WY - Purchase	\$93.96
00077444 MENARDS CASPER WY - Purchase	\$54.44
00077449 THE HOME DEPOT #6001 - Purchas	\$68.90
00077469 MENARDS CASPER WY - Purchase	\$94.80
00077472 DEWITT WATER SYS & SER - Purch	\$27.00
00077504 BAILEYS ACE HDWE - Purchase	\$50.74
00077522 AIRGAS CENTRAL - Purchase	\$875.78
00077526 RMI WYOMING INC - Purchase	\$58.00
00076921 AHERN RENTALS INC - Purchase	\$233.69
00076999 AIRGAS CENTRAL - Purchase	\$134.10
00077017 AIRGAS CENTRAL - Purchase	\$384.40
00077026 AIRGAS CENTRAL - Purchase	\$402.69
00077051 RESPOND FIRST AID OF W - Purch	\$248.64
00077075 INDUSTRIAL SCREEN & MA - Purch	\$343.50
00077102 GRAINGER - Purchase	\$704.50
00077137 SAMSCLUB #6425 - Purchase	\$58.54
00077137 SAMSCLUB #6425 - Purchase	\$79.26
00077150 HARBOR FREIGHT TOOLS 3 - Purch	\$64.87
00077155 PACIFIC HIDE AND FUR # - Purch	\$189.09
00077183 SAFETY KLEEN SYSTEMS B - Purch	\$988.00
00077200 MENARDS CASPER WY - Purchase	\$21.68
00077208 PACIFIC HIDE AND FUR # - Purch	\$263.11
00077227 PAYPAL MILLET SOFT - Purchase	\$5.00
00077252 SOURCE OFFICE - VITAL - Purcha	\$181.65
00077259 VZWLSS IVR VB - Purchase	\$40.01
00077269 BEARING BELTCHAIN00244 - Purch	\$230.17
00077274 HOSE & RUBBER SUPPLY C - Purch	\$385.00
00077280 AIRGAS CENTRAL - Purchase	\$172.80
00077281 SAMSCLUB #6425 - Purchase	\$23.98
00077287 MOUNTAIN STATES LITHOG - Purch	\$1,012.50
00077293 HOSE & RUBBER SUPPLY C - Purch	\$102.65
00077317 PANCHOS MEXICAN RESTAU - Purch	\$291.32
00077330 HOSE & RUBBER SUPPLY C - Purch	\$106.66
00077351 GRAINGER - Purchase	\$164.04
00076965 WYOMING STEEL AND RECY - Purch	\$63.28
00076756 SOURCE OFFICE - VITAL - Purcha	\$2.19
00076761 HOWARD SUPPLY COMPANY - Purcha	\$1,555.27
00076774 BAILEYS ACE HDWE - Purchase	\$23.96

# Bills & Claims

08/08/2018 to 08/21/2018

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00076790 DK HAULING INC - Purchase	\$120.00
00076807 INT IN INSTALLATION & - Purch	\$1,150.00
00076809 NOLAND FEED - Purchase	\$15.50
00076823 E&F HOLDING CO. - Purchase	\$1,780.00
00076860 GEOTEC INDUSTRIAL SUPP - Purch	\$243.50
00076875 HOWARD SUPPLY COMPANY - Purcha	\$990.41
00076894 WM SUPERCENTER #1617 - Purchas	\$3.98
00076895 AIRGAS CENTRAL - Purchase	\$103.92
00076898 HOBBY-LOBBY #0233 - Purchase	\$40.00
00076906 WYOMING MACHINERY CO - Purchas	\$47.22
00076919 VERMEER SALES & SERVIC - Purch	\$1,105.58
00076924 BEARING BELTCHAIN00244 - Purch	\$1,005.98
00076935 COCA COLA BOTTLING CO - Purcha	\$22.05
00076943 OREILLY AUTO #2746 - Purchase	\$97.80
00076944 AHERN RENTALS INC - Purchase	\$69.95
00076951 BAILEYS ACE HDWE - Purchase	\$57.16
00076958 OREILLY AUTO #2746 - Purchase	\$39.99
00076985 WYOMING MACHINERY CO - Purchas	\$31.05
00077048 INTUIT IN ICLEAN307 - Purcha	\$2,150.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$19,752.07</b>
00077257 IMLSS COLORADO - Purchase	\$231.00
00077275 Prairie Pella - Wyomin - Purch	\$135.00
00077340 BLOEDORN LUMBER CASPER - Purch	\$34.19
00077343 ALSCO INC. - Purchase	\$263.75
00077365 BAILEYS ACE HDWE - Purchase	\$9.59
00077382 GC BUILDING SUPPLY INC - Purch	\$25.40
00077407 NORCO INC - Purchase	\$443.67
00077415 HOSE & RUBBER SUPPLY C - Purch	\$101.54
00077430 CASPER WINNELSON CO - Purchase	\$9.86
00077448 CASPER WINNELSON CO - Purchase	\$19.97
00077450 GRAINGER - Purchase	\$471.58
00077468 DENNIS SUPPLY COMPANY - Purcha	\$12.65
00077126 CASPER WINNELSON CO - Purchase	\$26.18
00077140 CRUM ELECTRIC SUPPLY C - Purch	\$19.50
00077142 0970 CED - Purchase	\$118.57
00077152 PURVIS INDUSTRIES 67 - Purchas	\$188.18
00077153 0970 CED - Purchase	\$152.66
00077167 0970 CED - Purchase	\$70.97
00077192 CASPER WINNELSON CO - Purchase	\$13.15
00077209 0970 CED - Credit	-\$61.82
00077210 CASPER WINNELSON CO - Purchase	\$25.00
00077245 CRUM ELECTRIC SUPPLY C - Purch	\$94.66
00077260 PURVIS INDUSTRIES 67 - Purchas	\$60.05
00077036 BLOEDORN LUMBER CASPER - Purch	\$44.10
00077055 GRAINGER - Purchase	\$220.17
00077055 GRAINGER - Purchase	\$257.40

# Bills & Claims

City of Casper

08/08/2018 to 08/21/2018

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00077107 BLOEDORN LUMBER CASPER - Purch	\$4.64
00077146 INT IN HIGH COUNTRY P - Credi	-\$129.94
00077146 INT IN HIGH COUNTRY P - Purch	\$1,134.33
00077149 BLOEDORN LUMBER CASPER - Purch	\$58.08
00077162 GEORGE T SANDERS 20 - Purchase	\$39.47
00077164 THE HOME DEPOT 6001 - Purchase	\$98.78
00077172 SUMMIT ELECTRIC, INC. - Purcha	\$113.50
00077185 BAILEYS ACE HDWE - Purchase	\$4.78
00077198 MENARDS CASPER WY - Purchase	\$42.51
00077199 MENARDS CASPER WY - Purchase	\$7.44
00077215 DIAMOND VOGEL PAINT #7 - Purch	\$91.32
00077229 HOTSY EQUIPMENT OF WYO - Purch	\$122.00
00077235 BLOEDORN LUMBER CASPER - Purch	\$7.73
00077238 BLOEDORN LUMBER CASPER - Purch	\$17.07
00077278 FERGUSON ENT #3069 - Purchase	\$57.99
00077285 ARCHITECTURALGLAZINGCO - Purch	\$456.28
00077295 BLOEDORN LUMBER CASPER - Purch	\$17.10
00077303 HERCULES INDUSTRIES CA - Purch	\$322.86
00077319 SHERWIN WILLIAMS 70343 - Purch	\$82.86
00076846 OCONNOR COMPANY - Purchase	\$1,351.00
00077040 CRUM ELECTRIC SUPPLY C - Purch	\$54.88
00077074 MENARDS CASPER WY - Purchase	\$16.85
00077082 FERGUSON ENT #3069 - Purchase	\$56.09
00077090 DIAMOND VOGEL PAINT #7 - Purch	\$11.50
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$7,026.09</b>
00077490 COMTRONIX - Purchase	\$144.00
00077586 SQU SQ HOFFMAN MONUME - Purch	\$92.70
00077515 SOURCE OFFICE - VITAL - Purcha	\$430.34
00077106 CPS DISTRIBUTORS INC C - Purch	\$47.02
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$714.06</b>
00077173 USPS PO 5715580945 - Purchase	\$21.52
00077481 TOP OFFICE PRODUCTS IN - Purch	\$116.90
00077357 FS WORDRAKE - Purchase	\$518.00
00077218 FEDEX 29364674 - Purchase	\$103.61
<b>Subtotal for Cost Center City Attorney:</b>	<b>\$760.03</b>
00076390 SQ SQ STEAMBOAT DELI - Purch	\$70.76
00076939 XEROX CORPORATION/RBO - Purcha	\$84.58
00077078 COMTRONIX - Purchase	\$78.00
<b>Subtotal for Cost Center City Manager:</b>	<b>\$233.34</b>
00076949 VZWRLSS MY VZ VB P - Purchase	\$47.30
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$47.30</b>
00077588 CHARTER COMM - Purchase	\$79.88

# Bills & Claims

08/08/2018 to 08/21/2018

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<b>Subtotal for Cost Center Communications Center:</b>	<b>\$79.88</b>
00076134 SAMSClub #6425 - Purchase	\$38.44
00076174 WM SUPERCENTER #1617 - Purchas	\$10.36
00076193 ALBERTSONS #0062 - Purchase	\$9.98
00076414 WM SUPERCENTER #1617 - Purchas	\$6.36
00076950 CASPER STAR TRIBUNE - Purchase	\$1,069.00
00076960 CASPER STAR TRIBUNE - Purchase	\$1,069.00
00076964 VZWLSS MY VZ VB P	\$258.20
<b>Subtotal for Cost Center Council:</b>	<b>\$2,461.34</b>
00077203 Atlas - Office Supplies	\$144.30
00077301 ATLAS OFFICE PRODUCTS - Purcha	\$2.19
00077101 ALBERTSONS #0060 - Purchase	\$78.97
<b>Subtotal for Cost Center Engineering:</b>	<b>\$225.46</b>
00076949 VZWLSS MY VZ VB P - Purchase	\$38.64
00077032 WEAR PARTS INC - Purchase	\$397.38
00077064 WEAR PARTS INC - Purchase	\$110.53
<b>Subtotal for Cost Center Finance:</b>	<b>\$546.55</b>
00075721 SAMSClub #6425 - Purchase	\$129.88
00075863 SAMSClub #6425 - Credit	-\$129.88
00077175 SAMSClub #6425 - Purchase	\$687.37
00077207 ATLAS OFFICE PRODUCTS - Purcha	\$45.15
00077226 ATLAS OFFICE PRODUCTS - Purcha	\$41.26
00074946 EXXONMOBIL 47626544 - Purch	\$28.79
00075260 PILOT 00007633 - Purch	\$82.00
00075287 OREILLY AUTO #2980 - Purchase	\$65.92
00075312 WENDY'S COLORADO SPRIN - Purch	\$27.58
00075334 KUM & GO #2926 - Purchase	\$92.51
00075380 MILLERS WELLINGTON C - Purchas	\$58.68
00075389 MILLERS WELLINGTON C - Purchas	\$75.22
00075393 SUBWAY 03140670 - Purch	\$23.49
00075401 SHELL OIL 57444238406 - Purcha	\$87.77
00075521 PHILLIPS 66 - FOOD RAN - Purch	\$7.32
00075603 MAVERIK CNTRY STRE 2 - Purchas	\$18.44
00075607 PHILLIPS 66 - FOOD RAN - Purch	\$125.00
00075626 NAPA PARTS 0030042 - Purchase	\$118.20
00075632 MAVERIK CNTRY STRE 2 - Purchas	\$100.00
00075694 EXXONMOBIL 47626544 - Purch	\$98.77
00075711 EXXONMOBIL 47626544 - Purch	\$38.71
00075752 PHILLIPS 66 - FOOD RAN - Purch	\$62.53
00075766 PHILLIPS 66 - FOOD RAN - Purch	\$34.04
00076065 KFC/AW 538 - Purchase	\$21.60
00076087 MAVERIK CNTRY STRE 2 - Purchas	\$100.00
00076119 SHELL OIL 57445664105 - Purcha	\$138.28

# Bills & Claims

08/08/2018 to 08/21/2018

00076428 SUTHERLANDS 2219 - Purchase	\$39.58
00076613 SPORTSMANS INTERNET ST - Purch	\$346.40
00076618 SPORTSMANS WAREHOUSE 1 - Purch	\$769.45
00076656 FEDEX 781825701482 - Purchase	\$58.84
00076680 THE HOME DEPOT #6001 - Purchas	\$47.91
00076746 SQUARE SQ PEAK RESCU - Purch	\$2,500.00
00076762 REEBOK E-COMM - Purchase	\$216.79
00076783 INT'L CODE COUNCIL INC - Purch	\$1,897.95
00076785 AMAZON MKTPLACE PMTS - Purchas	\$23.70
00076813 OK FINE PRODUCTIONS INC - Purch	\$1,595.00
00076853 EXXONMOBIL 47626544 - Purch	\$51.17
00076859 DENVER MATTRESS #422 - Purchas	\$1,249.90
00076900 EXXONMOBIL 47626544 - Purch	\$57.11
00076903 ALBERTSONS #0062 - Purchase	\$43.34
00076911 TRACTOR SUPPLY CO #199 - Purch	\$24.14
00076918 INT'L ASSOC OF FIRE CH - Purch	\$1,254.00
00076920 MICHAELSFENCE&SUPPLYIN - Purch	\$27.05
00076931 STAPLES 00114181 - Purch	\$119.97
00076938 KINSCO - Purchase	\$408.00
00076953 WPSG, INC - Purchase	\$68.48
00076983 SAMS CLUB #6425 - Purchase	\$30.11
00076995 THE HOME DEPOT 6001 - Purchase	\$239.18
00077015 FAA STATE BOARD EXAM - Purchas	\$150.00
00077070 ATLAS OFFICE PRODUCTS - Purcha	\$386.58
00077072 5.11 TACTICAL.COM ECOM - Purch	\$94.48
00077105 AVON PROTECTION SYSTEM - Purch	\$75.00
00077127 DIVE RESCUE INTERNATIO - Purch	\$1,004.64
00077157 WM SUPERCENTER #1617 - Purchas	\$33.95
00077158 NORCO INC - Purchase	\$597.00
<b>Subtotal for Cost Center Fire:</b>	<b>\$15,588.35</b>
00076963 CASPER STAR TRIBUNE - Purchase	\$148.20
<b>Subtotal for Cost Center Fire Equipment:</b>	<b>\$148.20</b>
00076552 BAILEYS ACE HDWE - Purchase	\$8.77
00076814 CMI-TECO - Purchase	\$112.50
00076949 VZWRLSS MY VZ VB P - Purchase	\$23.65
00076959 URGENT CARE OF CASPER - Purcha	\$278.00
00076988 LONG BLDG. TECHNOLOGIE - Purch	\$880.00
00077000 DECKER AUTO GLASS - Purchase	\$455.18
00077024 CAPITAL BUSINESS SYSTE - Purch	\$36.26
00077096 SQU SQ MAD TRANSPORTA - Purch	\$125.00
00075468 STOTZ EQUIP-CASPER- - Credit	-\$29.11
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$1,890.25</b>
00077419 CONTAINERSTORE.COM - Purchase	\$194.00
00077433 GRANTWRITIN - Purchase	\$455.00

# Bills & Claims

City of Casper

08/08/2018 to 08/21/2018

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00076360 USPS PO 5762700491 - Purchase	\$3.75
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$652.75</b>
00077329 HIGHPLAINSP - Purchase	\$198.26
00077356 ARCADIA PUBLISHING INC - Purch	\$894.02
00077420 HISTORICAL FOLK TOYS L - Purch	\$547.95
00076768 SQU SQ COWBOY GRAPHIC - Purch	\$203.60
00076160 K & M INTERNATIONAL IN - Purch	\$57.00
<b>Subtotal for Cost Center General - Fort Caspar:</b>	<b>\$1,900.83</b>
00077279 MOUNTAIN WEST TECH - Purchase	\$49.95
00077290 NORCO INC - Purchase	\$78.12
00077204 R & R REST STOPS - Purchase	\$378.00
00077270 FACEBK 5XTRRGJKH2 - Purchase	\$11.80
00077307 BRECK MEDIA GROUP - Purchase	\$400.00
00077350 KCWY TV - Purchase	\$300.00
00077388 MIDLAND IMPLEMENT CO - Purchas	\$132.51
00077424 WEAR PARTS INC - Purchase	\$20.86
00077465 CPS DISTRIBUTORS INC C - Purch	\$23.33
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$1,394.57</b>
00077561 ATLAS OFFICE PRODUCTS - Purcha	\$50.30
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$50.30</b>
00076930 THE HOME DEPOT #6001 - Purchas	\$143.17
00077165 NORCO INC - Purchase	\$164.78
00077184 MAXPEDITION COM - Purchase	\$41.94
00077342 LAPTOP BATTERY EXPRESS - Purch	\$89.90
00077347 TACTICALGEAR.COM - Credit	-\$159.92
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$279.87</b>
00077222 MOUNTAIN STATES LITHOG - Purch	\$58.78
00077608 DOUGH ENTERPRISES LLC - Purcha	\$6.00
00077624 STERLING BACKCHECK - Purchase	\$585.77
00077665 BAUDVILLE INC. - Purchase	\$36.40
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$686.95</b>
00077321 INT IN KOOL MIST CORP - Purch	\$201.46
00077359 SHERWIN-WILLIAMS 70896 - Purch	\$158.52
00077377 JET ICE LTD - Purchase	\$322.28
00077378 SHERWIN WILLIAMS 70343 - Purch	\$40.27
00077399 THE HOME DEPOT #6001 - Purchas	\$4.55
00077413 BAILEYS ACE HDWE - Purchase	\$5.14
00077414 WEAR PARTS INC - Purchase	\$68.00
00077428 WEAR PARTS INC - Purchase	\$84.73
00077493 MSC - Purchase	\$38.61
00077514 BAILEYS ACE HDWE - Purchase	\$29.85

# Bills & Claims

08/08/2018 to 08/21/2018

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00077556 SNOW CREST CHEMICALS - Purchas	\$360.00
00077573 AMZN MKTP US AMZN.COM/ - Purch	\$209.99
00077250 CASPER RECREATIONAL LE - Purch	\$300.00
00077020 SHERWIN-WILLIAMS 70896 - Purch	\$378.85
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$2,202.25</b>
00077400 MISAC - Purchase	\$130.00
<b>Subtotal for Cost Center Information Services:</b>	<b>\$130.00</b>
00076051 CAMPBELL PET CO - ONLI - Purch	\$1,406.30
00077171 WYOMING WORK WAREHOUSE - Purch	\$78.19
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$1,484.49</b>
00076665 FEDEXOFFICE 00000828 - Purch	\$42.91
00077089 CPU IIT - Purchase	\$2,695.90
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$2,738.81</b>
00076949 VZWRLSS MY VZ VB P - Purchase	\$149.75
00077288 AMZN MKTP US AMZN.COM/ - Purch	\$96.95
00076381 CPS DISTRIBUTORS INC C - Purch	\$255.36
00076585 BAILEYS ACE HDWE - Purchase	\$7.19
00076637 CPS DISTRIBUTORS INC C - Purch	\$726.68
00076652 BUSH-WELLS SPORTING GO - Purch	\$119.00
00076828 BEACON ATHLETICS - Purchase	\$639.16
00076948 CPS DISTRIBUTORS INC C - Purch	\$1,957.94
00077231 CPS DISTRIBUTORS INC C - Purch	\$301.75
00077234 MICHAELSFENCE&SUPPLYIN - Purch	\$8.64
00077255 SHERWIN-WILLIAMS 70896 - Purch	\$243.40
00077264 BUSH-WELLS SPORTING GO - Purch	\$45.00
00077276 WATERWORKS IND 2697 - Purchase	\$428.50
00077291 CASPER WINNELSON CO - Purchase	\$40.50
00077300 CASPER WINNELSON CO - Purchase	\$12.35
00077328 BLOEDORN LUMBER CASPER - Purch	\$20.60
00077067 BEARING BELTCHAIN00244 - Purch	\$25.99
00077077 BLOEDORN LUMBER CASPER - Purch	\$13.52
00077109 ALPINE MOTOR SPORTS - Purchase	\$115.00
00077123 STOTZ EQUIP-CASPER- - Purchase	\$123.98
<b>Subtotal for Cost Center Parks:</b>	<b>\$5,331.26</b>
00077249 CASPER STAR TRIBUNE - Purchase	\$174.78
00077254 CASPER STAR TRIBUNE - Purchase	\$369.50
00077261 ATLAS REPRODUCTION INC - Purch	\$9.00
00077298 COMFORT INN - Purchase	\$150.02
00077305 CULVER'S OF CHEYEN - Purchase	\$16.83
00077315 LOVE S COUNTRY00002204 - Purch	\$24.64
00077348 GOBBELL HAYS PRTNS INC - Purch	\$110.00
00077368 EXXONMOBIL 45948007 - Purch	\$20.07

# Bills & Claims

08/08/2018 to 08/21/2018

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00077383 LOVE S COUNTRY00002204 - Purch	\$25.40
<b>Subtotal for Cost Center Planning:</b>	<b>\$900.24</b>
00077284 PUBLIC AGENCY TRAINING - Purch	\$695.00
00077336 STAPLES 00114181 - Purch	\$32.99
00077516 SHOE DEPT ENCORE 1738 - Purcha	\$47.24
00077565 COCA COLA BOTTLING CO - Purcha	\$112.35
00077571 WALGREENS #7462 - Purchase	\$14.99
00077575 HAIX NORTH AMERICA - Purchase	\$244.95
00077121 PARTY AMERICA CASPER # - Purch	\$41.12
00077124 WAL-MART #1617 - Purchase	\$3.74
00077135 CHICK-FIL-A #02636 - Purchase	\$9.06
00077147 WAL-MART #1617 - Purchase	\$54.08
00077156 STAPLES 00114181 - Purch	\$164.77
00077177 HUHOT MONGOLIAN GRILL - Purcha	\$17.88
00077190 DAIRY DELITE ENTERPR - Purchas	\$9.34
00077224 BLUE 360 MEDIA - Purchase	\$1,388.80
00077225 R & R REST STOPS - Purchase	\$138.92
00077233 STAPLES 00114181 - Purch	\$47.94
00077256 FBI LEEDA INC - Purchase	\$350.00
00076934 TOPGOLF CENTENNIAL 020 - Purch	\$26.88
00076954 TACO BELL PH 2528 - Purchase	\$7.23
00076977 BUBBA GUMP DENVER - Purchase	\$19.42
00077028 CHICK-FIL-A #02636 - Purchase	\$8.19
00077037 EMPIRE 3599 - Purchase	\$5.71
00077063 BENIHANA DENVER - Purchase	\$22.82
00077086 BAD DADDY'S BURGER BAR - Purch	\$14.69
00077094 MAVERIK #135 - Purchase	\$17.75
00076406 TRACKIMO LLC - Purchase	\$49.99
00076437 THE HOME DEPOT #6001 - Purchas	\$52.66
00076899 3 AGAVES RESTAURANT - Purchase	\$20.00
00076912 3 AGAVES RESTAURANT - Purchase	\$25.00
00076927 PILOT 00007591 - Purch	\$17.21
00076946 TOPGOLF CENTENNIAL 020 - Purch	\$20.88
00076952 TOPGOLF CENTENNIAL 020 - Purch	\$20.55
00076967 BIG O TIRES 6038 - - Purchase	\$15.00
00076992 CHICK-FIL-A #02636 - Purchase	\$10.83
00077008 BUBBA GUMP DENVER - Purchase	\$40.83
00077016 CHICK-FIL-A #02636 - Purchase	\$12.03
00077029 AUTO AIR & VACUUM SERV - Purch	\$1.75
00077035 BAD DADDY'S BURGER BAR - Purch	\$20.00
00077047 BAD DADDY'S BURGER BAR - Purch	\$18.63
00077084 BENIHANA DENVER - Purchase	\$20.12
00077095 BENIHANA DENVER - Purchase	\$18.66
00077100 CHICK-FIL-A #02636 - Purchase	\$12.35
00077103 DOUGH ENTERPRISES LLC - Purcha	\$22.75
00077129 CHICK-FIL-A #02636 - Purchase	\$14.92



# Bills & Claims

08/08/2018 to 08/21/2018

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00077163 ARBYS 6443 - Purchase	\$10.16
00077174 Colorado Plus - Purchase	\$13.64
00077181 HUHOT MONGOLIAN GRILL - Purcha	\$18.88
00077188 ARBYS 6443 - Purchase	\$9.53
00077206 Colorado Plus - Purchase	\$17.66
00077211 HUHOT MONGOLIAN GRILL - Purcha	\$19.88
00077219 FBI LEEDA INC - Purchase	\$50.00
00077221 EMPIRE 3599 - Purchase	\$33.01
00077240 WYOMING SIGNS - Purchase	\$204.00
00077282 HOBBY-LOBBY #0233 - Purchase	\$58.74
00077391 THE HOME DEPOT #6001 - Purchas	\$122.41
00077394 COPS PLUS, INC - Purchase	\$154.57
00077440 SUBWAY 03116324 - Purch	\$4.08
00077441 BENTZ SELF SERVICE A - Purchas	\$12.80
00077462 CASPER STAR TRIBUNE - Purchase	\$353.98
00077485 WALGREENS #7462 - Purchase	\$15.74
00077498 AIRGAS CENTRAL - Purchase	\$257.34
00077499 RESPOND FIRST AID OF W - Purch	\$60.20
<b>Subtotal for Cost Center Police:</b>	<b>\$5,326.64</b>
00077311 DELTA 00623341856340 - Pur	\$762.10
00077322 DELTA 00623341856351 - Pur	\$762.10
00077331 NATL CTR FOR VICTIMS - Purchas	\$1,450.00
00077405 COURTYARD BY MARRIOTT - Purcha	\$264.87
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$3,239.07</b>
00077344 DENNIS SUPPLY COMPANY - Credit	-\$5,928.17
00077144 SQ SQ MY EDUCATIONAL - Purch	\$110.00
00076750 DENNIS SUPPLY COMPANY - Purcha	\$3,104.54
00076868 DENNIS SUPPLY COMPANY - Purcha	\$46.86
00077273 DENNIS SUPPLY COMPANY - Purcha	\$3,480.25
00077325 NORCO INC - Purchase	\$20.95
<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$834.43</b>
00077510 STAPLES 00114181 - Purch	\$5.01
00077120 AMAZON MKTPLACE PMTS - Purchas	\$22.90
00077143 LONG BLDG. TECHNOLOGIE - Credi	-\$395.50
00077154 WALGREENS #7462 - Purchase	\$21.97
00077216 THE SCIENCE ZONE, INC. - Purch	\$396.00
00077071 RICOH USA, INC - Purchase	\$226.95
00077099 AMAZON MKTPLACE PMTS - Purchas	\$20.12
00077248 WAL-MART #3778 - Purchase	\$50.00
00077248 WAL-MART #3778 - Purchase	\$53.93
00077271 AMZN Mktp US - Purchase	\$15.99
00077289 WM SUPERCENTER #1617 - Purchas	\$148.08
00077314 SAMSCLUB #6425 - Purchase	\$190.22
00077314 SAMSCLUB #6425 - Purchase	\$61.92

# Bills & Claims

08/08/2018 to 08/21/2018

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00077345 MARTIN-RAY LAUNDRY SYS - Purch	\$37.90
00077366 GRAINGER - Purchase	\$25.50
00077370 TARGET 00001644 - Purch	\$106.76
00077398 NORCO INC - Purchase	\$175.72
00077431 STORE SUPPLY WAREHOUSE - Purch	\$32.51
00077439 FUN EXPRESS - Purchase	\$134.93
00077439 FUN EXPRESS - Purchase	\$27.15
00076831 WAL-MART #1617 - Purchase	\$42.75
00076831 WAL-MART #1617 - Purchase	\$18.56
00076877 AMAZON MKTPLACE PMTS W - Purch	\$300.00
00076904 THE HOME DEPOT #6001 - Purchas	\$171.84
00077013 WAL-MART #1617 - Purchase	\$114.59
00077057 AMAZON MKTPLACE PMTS - Purchas	\$74.99
<b>Subtotal for Cost Center Recreation:</b>	<b>\$2,080.79</b>
00077343 ALSCO INC. - Purchase	\$331.50
00077203 Atlas - Paper (LTR)	\$14.95
00076848 CMI-TECO - Credit	-\$100.00
00076805 CMI-TECO - Purchase	\$1,495.00
00077005 CASPER TIRE 0000705 - Purchase	\$47.00
00077111 CASPER TIRE 0000705 - Purchase	\$35.00
00077115 CASPER TIRE 0000705 - Purchase	\$35.00
00077130 MENARDS CASPER WY - Purchase	\$33.96
00077180 JACKS TRUCK AND EQUIPM - Purch	\$23.40
00077191 CASPER TIRE 0000705 - Purchase	\$35.00
00077194 PACIFIC HIDE AND FUR # - Purch	\$1,066.31
00077197 CMI-TECO - Purchase	\$135.25
00077212 CASPER TIRE 0000705 - Purchase	\$35.00
00077242 SHERWIN-WILLIAMS 70896 - Purch	\$420.10
00076287 DOG WASTE DEPOT - Purchase	\$1,179.90
00076700 CASPER TIRE 0000705 - Purchase	\$50.00
00076712 SQ SQ VIGIL'S VINYLs - Purch	\$250.00
00076796 CMI-TECO - Purchase	\$611.58
00076800 CMI-TECO - Purchase	\$4,565.51
00076801 CMI-TECO - Purchase	\$600.83
00076804 CMI-TECO - Purchase	\$296.11
00076812 CMI-TECO - Purchase	\$6,124.97
00076815 CMI-TECO - Purchase	\$2,882.51
00076819 CMI-TECO - Purchase	\$1,640.63
00076822 CMI-TECO - Purchase	\$741.23
00076825 CMI-TECO - Purchase	\$778.56
00076826 CMI-TECO - Purchase	\$912.77
00076827 CMI-TECO - Purchase	\$3,276.21
00076835 CMI-TECO - Purchase	\$135.00
00076836 CMI-TECO - Purchase	\$7,493.22
00076839 CMI-TECO - Purchase	\$282.93
00076842 CMI-TECO - Purchase	\$1,055.70

# Bills & Claims

08/08/2018 to 08/21/2018

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00076851 CMI-TECO - Purchase	\$917.35
00076852 CMI-TECO - Purchase	\$219.94
00076858 CMI-TECO - Purchase	\$822.33
00076861 CMI-TECO - Purchase	\$126.24
00076862 CMI-TECO - Purchase	\$4,361.50
00076864 CMI-TECO - Purchase	\$978.55
00076865 CMI-TECO - Purchase	\$363.96
00076869 CMI-TECO - Purchase	\$710.48
00076929 CMI-TECO - Purchase	\$2,208.53

**Subtotal for Cost Center Refuse Collection: \$47,194.01**

00076949 VZWRLSS MY VZ VB P - Purchase	\$23.65
00077299 ALSCO INC. - Purchase	\$262.20
00077304 CASPER CONTRACTORS SUP - Purch	\$41.52
00077309 WAL-MART #1617 - Purchase	\$12.97
00077379 GEOTEC INDUSTRIAL SUPP - Purch	\$150.00
00077393 71 SOIL AND STONE - Purchase	\$130.80
00077397 ATLAS OFFICE PRODUCTS - Purcha	\$97.44
00077403 71 SOIL AND STONE - Purchase	\$183.15
00077422 GEOTEC INDUSTRIAL SUPP - Purch	\$257.80
00077203 Atlas - Paper (LTR)	\$11.21
00077270 FACEBK 5XTRRGJKH2 - Purchase	\$40.85
00077294 FACEBK 6XTRRGJKH2 - Purchase	\$4.15
00077307 BRECK MEDIA GROUP - Purchase	\$504.00
00077349 CASPER STAR TRIBUNE - Purchase	\$970.50
00077046 ATLAS OFFICE PRODUCTS - Purcha	\$191.73
00077092 URGENT CARE OF CASPER - Purcha	\$80.00

**Subtotal for Cost Center Sewer: \$2,961.97**

00076949 VZWRLSS MY VZ VB P - Purchase	\$23.65
00077480 BAILEYS ACE HDWE - Purchase	\$7.18
00077502 SONNYS RV SALES - Purchase	\$95.21
00077519 THE HOME DEPOT #6001 - Purchas	\$29.90
00077580 SOURCE OFFICE - VITAL - Purcha	\$32.84
00077644 WAGNER'S OUTDOOR OUTFI - Purch	\$198.39
00077148 BLOEDORN LUMBER CASPER - Purch	\$26.34
00077243 CPU IIT - Purchase	\$4,912.20
00077320 0970 CED - Purchase	\$60.80
00077374 ALSCO INC. - Purchase	\$438.70
00077463 TOP OFFICE PRODUCTS IN - Purch	\$63.42
00076914 MENARDS CASPER WY - Purchase	\$15.16
00076996 WM SUPERCENTER #1617 - Purchas	\$38.58
00077128 CPU IIT - Purchase	\$33.98

**Subtotal for Cost Center Streets: \$5,976.35**

00076949 VZWRLSS MY VZ VB P - Purchase	\$62.29
00077318 CRUM ELECTRIC SUPPLY C - Purch	\$29.61

# Bills & Claims

08/08/2018 to 08/21/2018

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00077341 ALSCO INC. - Purchase	\$522.05
00077434 PURVIS INDUSTRIES 67 - Purchas	\$8.94
00077454 CASPER WINNELSON CO - Purchase	\$232.90
00077486 HAJOCA KEENAN SUPP 25 - Purcha	\$241.32
00077195 ATLAS OFFICE PRODUCTS - Purcha	\$10.56
00077236 FERGUSON ENT #3069 - Purchase	\$47.89
00077054 ATLAS OFFICE PRODUCTS - Purcha	\$115.69
00077098 HAJOCA KEENAN SUPP 25 - Purcha	\$1,219.70
00077125 GRAINGER - Purchase	\$43.02
00077134 GRAINGER - Purchase	\$103.92
00077170 DENVER INDUSTRIAL PUMP - Purch	\$3,120.59
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$5,758.48</b>

00076949 VZWRLSS MY VZ VB P - Purchase	\$103.55
00077302 GRAINGER - Purchase	\$128.60
00077362 USPS PO 5715580945 - Purchase	\$7.83
00077404 CASPER CONTRACTORS SUP - Purch	\$50.16
00077418 ENERGY LABORATORIES, I - Purch	\$374.00
00077446 TOP OFFICE PRODUCTS IN - Purch	\$176.52
00077473 ENERGY LABORATORIES, I - Purch	\$108.00
00077482 WYOMING MACHINERY CO - Purchas	\$360.00
00077491 ENERGY LABORATORIES, I - Purch	\$81.00
00077509 UNITED STATES WELDING - Purcha	\$21.47
00077520 DANA KEPNER CO. - Purchase	\$324.30
00077081 GUNNERS METERS - Purchase	\$5,875.00
00077058 GUNNERS METERS - Purchase	\$5,875.00
00077187 THE HOME DEPOT #6001 - Purchas	\$39.48
00077196 ATLAS OFFICE PRODUCTS - Purcha	\$9.46
00077203 Atlas - Paper (LTR)	\$11.20
00077230 EUROFINS EATON ANALYTI - Purch	\$1,700.00
00077237 ENERGY LABORATORIES, I - Purch	\$374.00
00077247 WYOMING ASSOCIATION OF - Purch	\$85.00
00077059 ENERGY LABORATORIES, I - Purch	\$319.00
00077112 ALBERTSONS #0062 - Purchase	\$9.98
00077132 EUROFINS EATON ANALYTI - Purch	\$425.00
<b>Subtotal for Cost Center Water:</b>	<b>\$16,458.55</b>

00076949 VZWRLSS MY VZ VB P - Purchase	\$23.65
00077488 HOSE & RUBBER SUPPLY C - Purch	\$17.99
00077524 UNITED STATES WELDING - Purcha	\$3,775.11
00077530 MENARDS CASPER WY - Purchase	\$251.79
00077568 DXP ENTERPRISES - Purchase	\$245.40
00077217 CRESCENT ELECTRIC 103 - Purcha	\$72.43
00077220 ALBERTSONS #0060 - Purchase	\$14.98
00077246 ENERGY LABORATORIES - Purchase	\$22.00
00077262 ENERGY LABORATORIES - Purchase	\$231.00
00077244 BEARING BELTCHAIN00244 - Purch	\$3.61

# Bills & Claims

08/08/2018 to 08/21/2018

00077306 ATLAS OFFICE PRODUCTS - Purcha	\$108.61
00077312 BEARING BELTCHAIN00244 - Credi	-\$3.61
00077313 HARBOR FREIGHT TOOLS 3 - Purch	\$42.99
00077323 ALSCO INC. - Purchase	\$150.20
00077352 UNITED STATES WELDING - Purcha	\$3,380.81
00077353 BEARING BELTCHAIN00244 - Purch	\$2.99
00077363 WEAR PARTS INC - Purchase	\$6.68
00077371 HAJOCA KEENAN SUPP 25 - Purcha	\$1,867.67
00077451 COASTAL CHEMICAL CO LL - Purch	\$142.67
00077466 XEROX CORPORATION/RBO - Purcha	\$235.45
00076771 PIZZA HUT #240 - Purchase	\$100.42
00077041 ALL OUT FIRE EXTINGUIS - Purch	\$775.00
00077083 SUTHERLANDS 2219 - Purchase	\$9.99
00077091 DANA KEPNER CO. - Purchase	\$3,312.20
00077110 ENERGY LABORATORIES - Purchase	\$231.00
00077161 INTERMOUNTAIN MOTOR SA - Purch	\$2,267.34
00077166 REXEL 3212 - Purchase	\$105.91
00077169 SUTHERLANDS 2219 - Purchase	\$6.49
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$17,400.77</b>

00077580 SOURCE OFFICE - VITAL - Purcha	\$317.95
00077178 LOGMEIN Pro2 - Purchase	\$174.99
00077186 VAN DIEST SUPPLY COMPA - Purch	\$796.43
00077213 71 SOIL AND STONE - Purchase	\$21.28
00077272 SP 1890 INC - Purchase	\$71.00
00077292 MURDOCH'S RANCH & HOME - Purch	\$104.98
00076326 MURDOCH'S RANCH & HOME - Purch	\$73.95
00076347 GEMPLER'S - Purchase	\$266.87
00076641 HARBOR FREIGHT TOOLS 3 - Purch	\$54.25
00077116 MENARDS CASPER WY - Purchase	\$19.97
<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$1,901.67</b>

**Vendor Subtotal:** \$191,590.44

**PEPSI COLA OF CASPER**

2105002163 CREDIT	-\$150.00
2199047705 PRODUCT	\$337.34
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$187.34</b>

**Vendor Subtotal:** \$187.34

**PIECE-A-CAKE**

2230 Cake for retirement party	\$85.00
<b>Subtotal for Cost Center Fire:</b>	<b>\$85.00</b>

**Vendor Subtotal:** \$85.00

# Bills & Claims

08/08/2018 to 08/21/2018

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<b>PORTER, MUIRHEAD, CORNIA &amp; HOWARD</b>	3441 AUDIT FEES	\$20,000.00
	<b>Subtotal for Cost Center Finance:</b>	<b>\$20,000.00</b>
	<b>Vendor Subtotal:</b>	<b>\$20,000.00</b>
<b>POSTAL PROS SOUTHWEST INC</b>	5195 UTILITY BILLING FEES	\$328.03
	5205 UTILITY BILLING FEES	\$2,477.88
	<b>Subtotal for Cost Center Finance:</b>	<b>\$2,805.91</b>
<b>Vendor Subtotal:</b>	<b>\$2,805.91</b>	
<b>POVERTY RESISTANCE FOOD PANTRY</b>	1431 FY18 1%#15 ONE CENT FUNDING	\$2,038.93
	RIN0028850 FY18 1%#15 ONE CENT FUNDING	\$256.00
	<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$2,294.93</b>
<b>Vendor Subtotal:</b>	<b>\$2,294.93</b>	
<b>PUBLIC ENGINES INC</b>	26109 TIP SOFT ONLIN SUBSCRIP RENEW	\$2,268.00
	<b>Subtotal for Cost Center Police:</b>	<b>\$2,268.00</b>
	<b>Vendor Subtotal:</b>	<b>\$2,268.00</b>
<b>RAVEN INDUSTRIES INC</b>	50945-1 BALEFILL CLOSURE - GEOSYNTHETI	\$5,991.47
	50945-1 BALEFILL CLSR-GEOSYNTHETICS 17	\$11,310.40
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$17,301.87</b>
<b>Vendor Subtotal:</b>	<b>\$17,301.87</b>	
<b>RDH, INC dba BAG WEST, INC.</b>	128461 CATALYST BAGS	\$15,607.34
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$15,607.34</b>
	<b>Vendor Subtotal:</b>	<b>\$15,607.34</b>
<b>RITTER, SHAWNA</b>	0031421786 UTILITY REFUND	\$9.13
	<b>Subtotal for Cost Center Water:</b>	<b>\$9.13</b>
	<b>Vendor Subtotal:</b>	<b>\$9.13</b>
<b>ROCKY MOUNTAIN POWER</b>	AP00014908071820 ELECTRICITY	\$5,022.87

# Bills & Claims

08/08/2018 to 08/21/2018

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AP00016908071820 ELECTRICITY	\$5,997.92
<b>Subtotal for Cost Center Aquatics:</b>	<b>\$11,020.79</b>
RIN0028834 LANDFILL REMEDIATION GAS SYSTE	\$477.47
AP000167080818 ELECTRICITY	\$9,026.38
<b>Subtotal for Cost Center Balefill:</b>	<b>\$9,503.85</b>
AP00015008071820 ELECTRICITY	\$177.12
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$177.12</b>
AP00015108071820 ELECTRICITY	\$4,845.58
AP00015108071820 ELECTRICITY	\$341.47
AP00015108071820 ELECTRICITY	\$34.37
AP00015108071820 ELECTRICITY	\$976.83
<b>Subtotal for Cost Center City Hall:</b>	<b>\$6,198.25</b>
AP00015508071820 ELECTRICITY	\$2,662.70
AP00024008071820 ELECTRICITY	\$775.73
<b>Subtotal for Cost Center Fire:</b>	<b>\$3,438.43</b>
AP00015408071820 ELECTRICITY	\$3,345.19
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$3,345.19</b>
AP00015608071820 ELECTRICITY	\$1,089.19
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$1,089.19</b>
AP00015708071820 ELECTRICITY	\$5,209.44
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$5,209.44</b>
AP000235073018 ELECTRICITY	\$1,657.44
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$1,657.44</b>
AP00015908071820 ELECTRICITY	\$5,463.40
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$5,463.40</b>
AP00016008071820 ELECTRICITY	\$1,055.61
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$1,055.61</b>
AP000244072718 ELECTRICITY	\$70.06
AP000236080918 ELECTRICITY	\$59.27
AP000181080818 ELECTRICITY	\$6,647.63
AP000161080718 ELECTRICITY	\$1,951.54
<b>Subtotal for Cost Center Parks:</b>	<b>\$8,728.50</b>
AP00016208071820 ELECTRICITY	\$391.36
<b>Subtotal for Cost Center Police:</b>	<b>\$391.36</b>

# Bills & Claims

08/08/2018 to 08/21/2018

AP00015208071820 ELECTRICITY \$4,681.83  
**Subtotal for Cost Center Recreation: \$4,681.83**

AP000239073018 ELECTRICITY \$49.64  
 AP00016308071820 ELECTRICITY \$364.72  
**Subtotal for Cost Center Sewer: \$414.36**

AP00024108071820 ELECTRICITY \$84.78  
 AP000164080718 ELECTRICITY \$47,274.17  
 AP000164063018 ELECTRICITY \$47,274.16  
**Subtotal for Cost Center Streets: \$94,633.11**

AP00016608071820 ELECTRICITY \$27,034.71  
**Subtotal for Cost Center Waste Water: \$27,034.71**

AP000243080818 ELECTRICITY \$288.15  
 AP000165080818 ELECTRICITY \$36,965.05  
**Subtotal for Cost Center Water: \$37,253.20**

**Vendor Subtotal: \$221,295.78**

## SENIOR PATIENT ADVOCATES

2018-0305 OTHER CONTRACTUAL \$450.00  
**Subtotal for Cost Center Health Insurance: \$450.00**

**Vendor Subtotal: \$450.00**

## SHOSHONE DISTRIBUTING CO., INC.

6221 ITEMS FOR RESALE IN MUSEUM STO \$473.00  
**Subtotal for Cost Center General - Fort Caspar: \$473.00**

**Vendor Subtotal: \$473.00**

## SKYLINE RANCHES

RIN0028806 201 SEWER \$977.16  
 RIN0028806 201 SEWER -\$97.71  
**Subtotal for Cost Center Sewer: \$879.45**

RIN0028806 201 SEWER -\$350.10  
**Subtotal for Cost Center Waste Water: -\$350.10**

**Vendor Subtotal: \$529.35**

## SMARSH, INC

INV00386879 EMAIL ARCHIVING FEES \$1,705.50  
**Subtotal for Cost Center Finance: \$1,705.50**



# Bills & Claims

08/08/2018 to 08/21/2018

**Vendor Subtotal:** **\$1,705.50**

**STATE OF WY. - DEPT. OF REVENUE**

JULY 2018 JULY SALES TAX \$86.85  
 JULY 2018 JULY SALES TAX \$13.95  
 JULY 2018 JULY SALES TAX \$880.80

**Subtotal for Cost Center Aquatics:** **\$981.60**

JULY 2018 JULY SALES TAX \$469.62  
**Subtotal for Cost Center Balefill:** **\$469.62**

JULY 2018 JULY SALES TAX \$828.07  
**Subtotal for Cost Center Fort Caspar:** **\$828.07**

JULY 2018 JULY SALES TAX \$118.29  
**Subtotal for Cost Center Ice Arena:** **\$118.29**

JULY 2018 JULY SALES TAX \$0.64  
**Subtotal for Cost Center Recreation:** **\$0.64**

**Vendor Subtotal:** **\$2,398.22**

**STATE OF WY. - NOTARY DIV.**

RIN0028835 RENEW NOTARY ZW \$30.00  
**Subtotal for Cost Center Police:** **\$30.00**

**Vendor Subtotal:** **\$30.00**

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

RIN0028831 DWSRF#15 INTEREST PAYMENT \$11,127.32  
 RIN0028830 DWSRF#62 PRINCIPAL PAYMENT \$57,692.76  
 RIN0028830 DWSRF#62 INTEREST PAYMENT \$16,095.15  
 RIN0028833 DWSRF#89 PRINCIPAL \$114,187.73  
 RIN0028833 DWSRF#89 INTEREST \$43,164.09  
 RIN0028832 DWSRF#89 AR PRINCIPAL PAYMENT \$6,607.54  
 RIN0028831 DWSRF#15 PRINCIPAL PAYMENT \$85,093.37

**Subtotal for Cost Center Water:** **\$333,967.96**

**Vendor Subtotal:** **\$333,967.96**

**STONE SECURITY**

34792 MILESTONE DEVICE LICENSE \$149.00  
 34642 MILESTONE DEVICE LICENSES \$1,639.00

**Subtotal for Cost Center Balefill:** **\$1,788.00**

34642 MILESTONE DEVICE LICENSES \$3,278.00  
**Subtotal for Cost Center Casper Recreation Center:** **\$3,278.00**

# Bills & Claims

City of Casper

08/08/2018 to 08/21/2018

34642 MILESTONE DEVICE LICENSES \$2,533.00  
**Subtotal for Cost Center Metro Animal: \$2,533.00**

34642 MILESTONE DEVICE LICENSES \$2,309.50  
34642 MILESTONE DEVICE LICENSES \$2,309.50  
**Subtotal for Cost Center Police: \$4,619.00**

**Vendor Subtotal: \$12,218.00**

## TIMM,DONELLA/WINKLER, MATT

0031421788 UTILITY REFUND \$100.00  
0031421788 UTILITY REFUND \$100.00  
0031421788 UTILITY REFUND \$89.31  
**Subtotal for Cost Center Water: \$289.31**

**Vendor Subtotal: \$289.31**

## TRANSMISSION DISTRIBUTION SERVICE

2474 2018 PEDESTRIAN PATHWAYS PROJE \$5,600.00  
**Subtotal for Cost Center Parks: \$5,600.00**

**Vendor Subtotal: \$5,600.00**

## TRETO CONST.

RIN0028821 RETAINAGE 18-042 -\$5,680.10  
17-053-1 RETAINAGE 17-053 -\$7,739.75  
**Subtotal for Cost Center Capital Projects - Streets: -\$13,419.85**

17-053-1 CENTER & 9TH INTERSECTION \$144,750.00  
RIN0028821 2ND STREET CONCRETE REPAIRS 18 \$56,801.00  
**Subtotal for Cost Center Streets: \$201,551.00**

**Vendor Subtotal: \$188,131.15**

## TRIHYRO CORP.

0132662 EPA BROWNFIELDS HAZARDOUS \$3,677.75  
0132657 EPA BROWNFIELDS HAZARDOUS \$1,452.25  
**Subtotal for Cost Center Planning: \$5,130.00**

**Vendor Subtotal: \$5,130.00**

## TRISHA SORENSEN

07798952 BALER COVERS \$201.00  
**Subtotal for Cost Center Balefill: \$201.00**

**Vendor Subtotal: \$201.00**

# Bills & Claims

08/08/2018 to 08/21/2018

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<b>UNIVERSITY OF WY.- COOPERATIVE EXTENSION SVC.</b>	RIN0028823 PROGRAMS & PROJECTS	\$35.00
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$35.00</b>
	<b>Vendor Subtotal:</b>	<b>\$35.00</b>
<b>URGENT CARE OF CASPER LLC.</b>	4442 PRE HIRE TESTING	\$750.00
	4356 PRE HIRE MEDICAL TESTING	\$1,860.00
	4410 PRE HIRE MEDICAL TESTING	\$2,625.00
	<b>Subtotal for Cost Center Police:</b>	<b>\$5,235.00</b>
	<b>Vendor Subtotal:</b>	<b>\$5,235.00</b>
<b>USA SOFTBALL</b>	RIN0028817 DEPOSIT REFUND	\$500.00
	<b>Subtotal for Cost Center Recreation:</b>	<b>\$500.00</b>
	<b>Vendor Subtotal:</b>	<b>\$500.00</b>
<b>VERIS ENVIRONMENTAL LLC</b>	J007530 DIGESTER #3 CLEANING FY18301N	\$67,700.00
	J007530 RETAINAGE 18-009	-\$3,385.00
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$64,315.00</b>
	<b>Vendor Subtotal:</b>	<b>\$64,315.00</b>
<b>VISION SVC. PLAN</b>	805567362 BENEFITS PAYABLE-VISION	\$1,526.76
	805567360 COBRA CONTRIUTIONS	\$70.74
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$1,597.50</b>
	<b>Vendor Subtotal:</b>	<b>\$1,597.50</b>
<b>WAMCO LABS, INC.</b>	13662 FULL WET TEST MINNOW ONLY	\$1,000.00
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$1,000.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,000.00</b>
<b>WARDWELL WATER &amp; SEWER DISTRICT</b>	RIN0028816 BOOSTER IRRIGATION	\$116.40
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$116.40</b>
	<b>Vendor Subtotal:</b>	<b>\$116.40</b>

# Bills & Claims

City of Casper

08/08/2018 to 08/21/2018

<b>WEST PLAINS ENGINEERING, INC.</b>	BC18002-001003 POPLAR ST BRIDGE LIGHTING	\$200.00
	<b>Subtotal for Cost Center Parks:</b>	<b>\$200.00</b>
	<b>Vendor Subtotal:</b>	<b>\$200.00</b>
<b>WESTERN PLAINS LANDSCAPING LLC.</b>	RIN0028849 WASHINGTON PARK POOL RENOVATIO	\$6,700.00
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$6,700.00</b>
	<b>Vendor Subtotal:</b>	<b>\$6,700.00</b>
<b>WESTLAND PARK-RED BUTTES IMPROVEMENT &amp; SVC.</b>	RIN0028805 201 SEWER	\$3,434.00
	RIN0028805 201 SEWER	-\$343.40
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$3,090.60</b>
	RIN0028805 201 SEWER	-\$985.86
	<b>Subtotal for Cost Center Waste Water:</b>	<b>-\$985.86</b>
<b>Vendor Subtotal:</b>	<b>\$2,104.74</b>	
<b>WILLIAMS, PORTER, DAY &amp; NEVILLE, P.C.</b>	86544 201 MOC LEGAL FEES	\$230.95
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$230.95</b>
	<b>Vendor Subtotal:</b>	<b>\$230.95</b>
<b>WLC ENGINEERING - SURVEYING - PLANNING</b>	2018-10645 MPO 18- 03 CONTROL POINT	\$2,617.78
	2018-10645 MPO 18- 03 CONTROL POINT	\$24,908.82
	<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$27,526.60</b>
	<b>Vendor Subtotal:</b>	<b>\$27,526.60</b>
<b>WYOMING FOOD BANK OF THE ROCKIES</b>	201801 FY19 1%#15 ONE CENT FUNDING	\$91,475.00
	<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$91,475.00</b>
	<b>Vendor Subtotal:</b>	<b>\$91,475.00</b>
<b>Grand Total</b>		<b>\$4,359,974.34</b>

Approved By

# Bills & Claims

08/08/2018 to 08/21/2018

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On

**Payroll Disbursements**

8/8/18	FIRE PAYROLL	\$	171,588.40
8/8/18	BENEFITS & DEDUCTIONS	\$	30,715.61
8/9/18	CITY PAYROLL	\$	1,085,752.70
8/9/18	BENEFITS & DEDUCTIONS	\$	196,403.52

**Total Payroll** \$ 1,484,460.23

**Additional Fees**

**Total Fees** \$ -

**Additional Accounts Payable**

8/2/18	Prewrits - utility refunds/recording fees/travel reimbursements		
	Barbara Cheesley	\$	46.82
	Casey Collins	\$	19.46
	Amanda Dixon	\$	44.02
	Gary/Tally Garner	\$	7.03
	Shelly Good	\$	10.36
	Alexis Hoerner	\$	39.25
	Nina Huerta	\$	42.84
	John Lubner	\$	403.92
	Jonna Langston	\$	53.07
	Laci Larsen	\$	35.11
	Kacie McCleary	\$	55.20
	Natrona County Clerk	\$	309.00
	Jamee Savage	\$	14.25
	Jocko Ward	\$	75.00
	Will Chambers	\$	728.12
8/6/18	Global Spectrum - Ticket Funds	\$	11,375.56

**Total Additional AP** \$ 13,259.01

August 3, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Establish Public Hearing for Consideration of a Zone Change of Lots 1-8 inclusive, Block 1, North Burlington Addition, located at 143, 145, 159, 169 West K Street, from R-3 (One to Four Unit Residential) to R-5 (Mixed Residential).

Meeting Type & Date:

Regular Council Meeting, August 21, 2018.

Action Type:

Establish Public Hearing for September 4, 2018.

Recommendation:

That Council, by minute action, establish September 4, 2018, as the date of public hearing for consideration of a zone change of Lots 1-8 inclusive, Block 1, North Burlington Addition, located at 143, 145, 159, 169 West K Street, from R-3 (One to Four Unit Residential) to R-5 (Mixed Residential).

Summary:

The applicants in this case have requested a zone change of their properties, Lots 1-8, Block 1, North Burlington Addition, from R-3 (One to Four Unit Residential) to R-5 (Mixed Residential). The area surrounding the subject properties is a mix of zoning districts, including R-3 (One to Four Unit Residential), C-2 (General Business), R-5 (Manufactured (Mobile) Home Park), and R-5 (Mixed Residential).

The applicants have stated that the reason that they have requested a rezoning of the properties is to increase the variety of land use options. The primary difference between the existing R-3 zoning and the proposed R-5 zoning is that single-wide manufactured homes are permitted in the R-5 zoning district, provided they are on a permanent foundation. The R-5 zoning district also allows several types of small, neighborhood-serving commercial businesses by right, whereas, those same uses require the approval of a Conditional Use Permit under R-3 zoning.

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

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

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

Attachments:

Location Map



# 143, 145, 159, 169 West K Street Zone Change



July 12, 2018

**MEMO TO:** J. Carter Napier, City Manager *JCN*  
**FROM:** Fleur Tremel, Assistant to the City Manager/City Clerk  
Carla Mills-Laatsch, Licensing Specialist *CMG*  
**SUBJECT:** Public Hearing Date for a New Resort Liquor License No. 8 for Trigild, Inc.,  
d/b/a Hilton Garden Inn, Located at 1150 North Poplar Street.

Meeting Type & Date

Regular Council Meeting  
August 21, 2018

Action type

Public Hearing  
Minute Action

Recommendation

That Council, by minute action, consider the application for a new Resort Liquor License No. 8 for Trigild, Inc., d/b/a Hilton Garden Inn, located at 1150 North Poplar Street.

Summary

Currently, the Hilton Garden Inn is owned by Jai Jai Mata Wyoming Hospitality, Inc. Resort Liquor Licenses are not transferable. Trigild, Inc. is the lender and has filed a foreclosure on this property. Trigild, Inc. will be the new owner therefore; Trigild, Inc. would need to file a new application for a Resort license.

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 #: 200278

License Fees Annual Fee: \$ 1500.00 Date filed with clerk: 07/10/18

Prorated Fee: \$ \_\_\_\_\_ Advertising Dates: (2 Weeks) 8/10/18 & 8/12/18

Transfer Fee: \$ \_\_\_\_\_ Hearing Date: 08/21/18

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

Publishing Fee Direct Billed to Applicant:

License Term: 06 / 22 / 2018 Through 03 / 31 / 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: Trigild, Inc.

Trade/Business Name (dba): Hilton Garden Inn

Building to be licensed/Building Address: 1150 North Poplar Street

Number & Street City State Zip County

Casper WY 82601 Natrona

Mailing Address: 9339 Genesee Ave Suite 130

Number & Street or P.O. Box City State Zip

San Diego CA 92121

Business Telephone Number: (858) 242-1222 Fax Number: (858) 242-1205

E-Mail Address: legal@trigild.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi) NW ¼, NW ¼ OF SEC 4, T33N, R79W, 6TH PM LOTS 28 AND 29, SOUTH PLATTE INDUSTRIAL HOTEL PARK, C-4 HWY BUSINESS

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

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

<input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input checked="" type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB	<input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT <b>SPECIAL DESIGNATIONS</b> <input type="checkbox"/> CONVENTION FACILITY <input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> GUEST RANCH <input type="checkbox"/> RESORT
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To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec

SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from \_\_\_\_\_ to \_\_\_\_\_

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from \_\_\_\_\_ to \_\_\_\_\_

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

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)
- (1) OWN the licensed building?  YES (own)
- (2) 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: \*Neither. Court appointed receivership.
- (A) When the lease expires, located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease.
- (B) 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?
William J. Hoffman						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Judy Hoffman						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Trigild Holdings, Inc					100%	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.)

**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:**

Total Rooms: 121

Does the resort complex: Conference Room Capacity: 140

Restaurant Menu: Please see attached.

(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)  YES  NO  
 (Requires wholesaler license with the Liquor Division)

(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. 12-4-501(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). N/A. Transfer pursuant to court order.
- 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). N/A. Transfer pursuant to court order.
- 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). N/A/ Transfer pursuant to court order.

OATH OR VERIFICATION

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

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

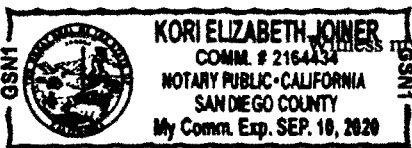
STATE OF WYOMING )

COUNTY OF San Diego ) SS.

Signed and sworn to before me on this 9<sup>th</sup> day of July

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

1) <u>[Signature]</u> (Signature)	William J. Hoffman (Printed Name)	CEO Title
2) <u>[Signature]</u> (Signature)	Judy Hoffman (Printed Name)	President Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title



(SEAL)

Witness my hand and official seal:

[Signature]  
Signature of Notary Public

My commission expires: Sept 10, 2020



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 08/08/2018 and ended on 08/21/2018 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: Carla Mills Sautsch Date: 07/12/2018

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

12<sup>th</sup> day of July, 2018

Heidi Rood



Provide to City of Casper Central Records

Trigild, Inc.

Notice is hereby given that on the 7 day of July, Trigild, Inc., d/b/a Hilton Garden Inn applied for a new Resort Liquor License No. 8 in the office of the Clerk of the City of Casper, Wyoming for the following described place 1150 North Poplar, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 21st day of August, 2018 in the City Council Chambers at 200 North David.

Dated: 7/12/2018



August 2, 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 *CLM*

**SUBJECT:** Public Hearing for New Restaurant Liquor License No. 39 for THW Inc.,  
d/b/a JS Chinese Restaurant, Located at 116 West 2nd Street.

Meeting Type & Date  
Regular Council Meeting  
August 21, 2018

Action type  
Public Hearing  
Minute Action

Recommendation  
That Council, by minute action, consider the application for a new restaurant liquor license No. 39 for THW Inc., d/b/a JS Chinese restaurant, located at 116 West 2nd Street.

Summary  
An application has been received requesting a new restaurant liquor license No. 39 for THW, Inc, d/b/a JS Chinese Restaurant, located at 116 West 2nd Street. In June of 2018, the ownership and name of JS Chinese changed from JS Chinese Restaurant, LLC, to THW Inc; d/b/a JS Chinese Restaurant making the current liquor license invalid. THW, Inc. was not able to secure the required information for a liquor license until recently. If approved, this license will be effective on August 21, 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  
No Financial Considerations

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 #: Restaurant No. 39  
 Date filed with clerk: 07 17 2018  
 Advertising Dates: (2 Weeks) 8/10/18 & 08/10/18  
 Hearing Date: 08 12 18

License Fees Annual Fee: \$ 1500.00  
 Prorated Fee: \$ 750.00  
 Transfer Fee: \$ \_\_\_\_\_  
 Publishing Fee: \$ \_\_\_\_\_

Publishing Fee Direct Billed to Applicant:

License Term: 08 Month 1 Day 2018 Year Through 03 Month 1 Day 2019 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: THW INC  
 Trade/Business Name (dba): J'S CHINESE RESTAURANT  
 Building to be licensed/Building Address: 116 W 2ND STREET  
Number & Street  
CASPER WY 82601 NATRONA  
City State Zip County  
 Mailing Address: 116 W 2ND ST  
Number & Street or P.O. Box  
CASPER WY 82601  
City State Zip  
 Business Telephone Number: (307) 577-0618 Fax Number: (307) 577-0678  
 E-Mail Address: 99998058@gmail.com  
 Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)  
CASPER BLK 8 LOT 9 COMMERCIAL

<p><b>FILING FOR</b></p> <input checked="" type="checkbox"/> NEW LICENSE <input type="checkbox"/> TRANSFER OF LOCATION	<p><b>FILING IN (CHOOSE ONLY ONE)</b></p> <input type="checkbox"/> CITY OF: <u>CASPER</u> <input type="checkbox"/> COUNTY OF: <u>Natrona</u>	<p><b>FILING AS (CHOOSE ONLY ONE)</b></p> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LP/LLP <input type="checkbox"/> LLC <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> OTHER _____
<input type="checkbox"/> TRANSFER OWNERSHIP <input type="checkbox"/> ASSIGNMENT LETTER ATTACHED		
FORMERLY HELD BY: <u>J'S CHINESE RESTAURANT LLC</u>		

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

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

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

FULL TIME (e.g. Jan through Dec) (specify months of operation) from 11:00 AM to 9:00 PM  
 SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from \_\_\_\_\_ to \_\_\_\_\_  
 NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from \_\_\_\_\_ to \_\_\_\_\_

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

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)
- (1) OWN the licensed building?  YES (own)
- \* (2) 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:
- \* (A) When the lease expires, located on page 1 paragraph 2 of lease.
- (B) Where the Sales provision for alcoholic or malt beverages is located, on page 1 paragraph 2 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

**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): 8x12 Foot Room in the North of in this 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

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 checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	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?
GONGFANG TAN						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						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)

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)

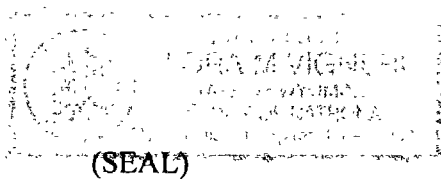
*Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.*

STATE OF WYOMING )  
COUNTY OF Natrona ) SS.

Signed and sworn to before me on this 10<sup>th</sup> day of July, 2018 that the facts alleged in the foregoing instrument are true by the following:

1)	<u>[Signature]</u> (Signature)	<u>GRINGFANG TANG</u> (Printed Name)	<u>Owner</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

69 My commission expires: June 1, 2020

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 08/08/2018 and ended on 08/22/2018 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By Carla Mieb-Loatsch

Date: 08/13/2018

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

13<sup>th</sup> day of August, 2018

Christa K. Wiggs



Provide to City of Casper Central Records

THW, Inc.

Notice is hereby given that on the 17th day of July, 2018, THW, Inc., d/b/a JS Chinese Restaurant applied for a new Restaurant Liquor License No. 39 in the office of the Clerk of the City of Casper, Wyoming for the following described place 116 West 2nd 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 21st day of August, 2018 in the City Council Chambers at 200 North David.

Dated: 8/8/2018

August 8, 2018

TO: J. Carter Napier, City Manager *JCN*  
FROM: Keith McPheeters, Chief of Police *KMcP 307*  
SUBJECT: MOU Between Natrona County School District and the City of Casper for School Resource Officer Services

**Meeting Type & Date**

Regular Session, August 21, 2018

**Recommendation**

Approval of Proposed MOU

**Summary**

In an effort to enhance local school safety, the Casper Police Department and Natrona County School District have agreed to cooperatively facilitate the following increases in School Resources Officers:

Academic Year 2018-2019, an increase from 2 SROs to a minimum of 4 SROs by the commencement of the school year, and, staffing permitted, an increase from 4 to a total of 5 SROs and 1 SRO Sergeant at the soonest practicable opportunity or by the commencement of school after the winter break (January 2019).

Academic Year 2019-2020, an increase from 5 SROs and 1 SRO Sergeant to a total of 8 SROs and 1 SRO Sergeant.

Academic Year 2020-2021, an increase from 8 SROs and 1 SRO Sergeant to a total of 9 SROs and 1 SRO Sergeant.

In exchange for these police services, Natrona County School District agrees to reimburse the City of Casper in the amount of 70% of the Salary and Benefits of the SROs and Sergeant, as well as providing for equipment and other expenses.

Upon full staffing, SROs will be present in every High and Middle School as well as an intermittent presence in Elementary Schools.

During summer months, when calls for police services are at their traditional annual highpoint, the SROs would revert back to augment existing Patrol functions.

This mutual agreement provides for significantly enhanced school safety while also providing an increased patrol capacity during the summer months, without incurring associated personnel



expenses throughout the entire year. Both the community and the schools benefit from this cooperative agreement.

**Financial Considerations**

The additional SROs and Sergeant constitute eight (8) NEW POSITIONS by the commencement of the 2020-2021 Academic School Year. If authorized to enter into the proposed MOU, the City will incur additional personnel expenses which will roughly approximate the salary and benefits associated with the summer months (30% of the year) as well as some equipment costs.

In order to provide trained personnel for the commencement of the 2019 Academic Year, police officer cadets need to be hired and progressing through the academy and training regimen by January 2019. As such, the city will be incurring initial employment expenses prior to related reimbursements from NCSD.

**Oversight/Project Responsibility**

Casper Police Department Command Staff

**Attachments**

Original MOU between the City of Casper and the Natrona County School District.  
Resolution

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF CASPER AND NATRONA COUNTY SCHOOL DISTRICT  
CONCERNING SCHOOL RESOURCE OFFICERS**

**Parties**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of August, 2018, by and between the City of Casper, Wyoming, a municipal corporation organized under the laws of the State of Wyoming, acting by and through its political subdivision, the Casper Police Department, hereinafter referred to as the "CITY" or "DEPARTMENT" whose address is 201 North David Street, Casper, WY 82601, and the Natrona County School District #1, hereinafter referred to as the "DISTRICT" or "NCSO" whose address is 970 North Glenn Road, Casper, WY 82601.

WITNESSETH:

WHEREAS, the DISTRICT has identified the need for police services at various schools and school-related events under its control and supervision; and

WHEREAS, the CITY has a municipal police agency engaged in providing police services to the city, and

WHEREAS, the DISTRICT desires to obtain the police services of the CITY, and the CITY desires to provide said services through School Resource Officers (SROs).

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. This Agreement is for a ten (10) year term, updated annually, unless sooner terminated as provided herein. The agreement shall commence August 28, 2018, and will continue through June 10, 2019. It will continue for the subsequent nine (9) academic years, according to the academic year for each subsequent year as published by the DISTRICT. So as to facilitate adequate budgetary stewardship, a copy of the ensuing academic year calendar will be provided by the DISTRICT to the CITY by no later than March 1<sup>st</sup> of the preceding academic year.

This Agreement shall generally be in effect for 180 days of service. It does not include SRO services on NCSO holidays. The last day of this Agreement shall be the last day of the regular academic year, 2028.

The DEPARTMENT shall have no obligation under this Agreement to provide SRO services to the District at any school location during any time that such school location is closed by official action of the DISTRICT. Except as provided in this Agreement, the DEPARTMENT shall have no obligation to provide SRO services to the DISTRICT, as described in this Agreement, beyond the hours provided for in this Agreement.

2. The CITY shall appoint a representative who shall be responsible for managing and coordinating the CITY's performance under this Agreement, and shall identify this representative to the DISTRICT by name and telephone number, updating such information in writing no later than ten (10) days after a change in the designated representative. The DISTRICT shall appoint a representative who shall be the point of contact for the DISTRICT and who shall be responsible for working with the CITY and coordinating the SRO program with the CITY, and shall identify this representative to the CITY by name and telephone number, updating such information in writing no later than ten (10) days after a change in the designated representative.
3. The CITY agrees to provide routine police services to the DISTRICT under the terms and conditions herein contained. The duties assumed by the CITY under this Agreement are duties owed generally to the public. The DISTRICT acknowledges that violations of DISTRICT or school policies, student discipline issues, or other matters that do not rise to the level of criminal activity remain the general purview of the DISTRICT. As such, student behavioral problems or similar events, unless criminal in nature or posing a threat of imminent physical danger to the student or others, will not generally result in the use of police force to restrain, detain, or otherwise restrict the activities of a student or students engaged in such activity.

When performing law enforcement responsibilities, SROs shall comply with the Policies and Procedures of the Casper Police Department. Where such policies conflict with policies and procedures promulgated by the District, SROs shall defer to the Policies and Procedures of the Casper Police Department. In such circumstances, a Supervisor of the Casper Police Department and a representative of NCSD shall be notified as soon as is practicable.

The primary duties and activities of the School Resource Officer (SRO) include, but are not exclusive to:

- (a) All peace officers' duties of the Casper Police Department.
  - (i) The SRO's primary focus within the schools shall be law enforcement responsibilities (safety and security), and will not generally include school discipline and classroom management.
  - (ii) The SRO's duties will include, but shall not be limited to, responding to and investigating possible criminal acts on school grounds and/or events.
- (b) SRO's shall act swiftly and cooperatively in responding to potential criminal activities or criminal activities.

- (c) SRO's shall help protect the lives and property of students, school district personnel and the public on or adjacent to school district property.
- (d) *Except in emergency, urgent or preliminary public safety inquiry circumstances*, SRO's shall follow these conditions for interviewing or searching students suspected of criminal activity:
  - (i) SRO's may question a student about subjects that may result in or identify a crime, threat or concern utilizing the following process. *See Natrona County School District No. 1 Board Policy 5400. Unless an emergency or urgent circumstance exists*, a law enforcement officer (LEO) desiring to question a student at school must notify the school principal or the principal's designee in advance so that permission for questioning may be obtained from a parent or guardian of the child.
  - (ii) Once notified that a parent or guardian asks that the student not be questioned until he or his designee arrives, the principal will advise the LEO and ask that the officer wait to question the student until the parent arrives.
  - (iii) If the parent or guardian cannot be reached, the student may be questioned by the officer *with the principal or the principal's designee present*. The principal or his designee must be present when any law enforcement interview of a child is conducted on school property.
  - (iv) Pursuant to Wyoming Statute 14-6-206(c), after issuing any citation to a child for a violation of a state, federal or municipal law or ordinance, the law enforcement agency issuing the citation, or its designee, shall take reasonable actions to notify the child's parent, guardian, or custodian.
  - (v) If the parent or guardian is the subject of a potential abuse or neglect allegation, neither the LEO nor the Department of Family Services (DFS) is required to, nor may the principal or his designee, notify the parent or guardian prior to a LEO and/or DFS questioning the child. In such circumstances, the LEO and/or DFS representative shall question the student with the principal or his designee present.
  - (vi) If there are exigent or urgent circumstances that prevent prior parent notification:
    - a) Parent or guardian shall be notified as soon as reasonably possible.
    - b) School personnel will serve 'in loco parentis' (in the place

viii) Absent exigent or urgent circumstances, a principal or designee shall be consulted before the SRO conducts questioning of a suspect or searches student's person, possession or locker to allow time to express any concerns about the reasonableness and to notify parent/s or guardian/s.

ix) When there is probable cause to believe the student has committed or is committing a felony offense or the offense at issue poses a threat of serious and immediate injury the SRO may conduct questioning or search at school without notice to school personnel or parents/guardians.

x) SRO's may not request that school officials conduct a search of the student's person, possessions, or locker to evade the probable cause standard required of law enforcement.

(xi) Nothing herein shall prevent the SRO from engaging students in casual conversation about subjects other than inquiries related to suspected criminal activity.

(e) SRO's shall provide educational support, when applicable, for in-service training for school staff and students on emergency preparedness, crisis intervention, crime trends, law enforcement policies and intervention methods.

(f) SRO's shall serve as a resource for school safety teams. SRO's are liaisons to help gather and share information about emergency planning, improving access to safety or security resources, and partner in developing effective strategies.

(g) SRO's shall create a visible and positive presence in the school community to promote respect, trust for law enforcement and a positive relationship between students, parents and the District.

4. All costs incurred by the DEPARTMENT in the performance of duties under this Agreement shall be paid by the DEPARTMENT, including salaries and wages, and the DISTRICT shall reimburse the DEPARTMENT for all such costs and fees as set forth in this Agreement (*see* Exhibit 1), except that overtime costs for services provided in this Agreement shall be in addition to the costs and fees set forth in this Agreement.

a) The DEPARTMENT shall also be responsible for providing:

i) Necessary law enforcement related equipment.

ii) Police vehicles.

iii) Secured gun safes to be maintained in a designated school office/location.

- iv) The selection and purchase of such weapons storage units is their responsibility and such units will remain the property of the CITY.

Vehicles and equipment assigned to, utilized by, or purchased for the intended use of any SRO pursuant to this AGREEMENT shall remain at all times under the ownership of the CITY, including upon and after any lawful termination of this AGREEMENT.

5. The DISRICT agrees to:

- (a) Provide timely assistance and communication of information which may be relevant to the law enforcement needs of the SRO or Officer in pursuit of his/her duties. All such communications and the sharing of information shall be consistent with local, state and federal law governing DISTRICT communications.
- (b) Along with SROs and the DEPARTMENT, coordinate and share information as necessary, within the constraints of local, state and federal law, for each to respond to public records act or public comment requests.
- (c) Administer school discipline for typical adolescent behaviors occurring within the school, on school property or at school activities without involving or referring the matter to an SRO unless school safety is at risk or law requires reporting
- (d) Request SRO involvement in school-based incidents limited to situations when it is necessary to protect the physical safety of students, staff and/or public from imminent harm, vandalism or destruction of property, or the behavior involves potential criminal behavior of persons other than students.
- (e) Law enforcement referrals shall be made for the following incidents:
  - (i) Fights, assaults or battery involving bodily harm or threats of bodily harm;
  - (ii) Other serious or violent offenses, such as robbery, extortion, arson, or sexual assault;
  - (iii) Use or possession of dangerous weapons or items, to include knives, guns, explosive devices;
  - (iv) The sale, possession or use of illegal drugs or alcohol; and/or
  - (v) Any form of a threat of physical harm made to the school facility or members of the school or general community.

- (vi) Any other public safety information received or obtained by the District that has bearing on the life or property rights of others within the extended community.
- (f) Ensure that the decision to involve the SRO or law enforcement in any school-based incident is made by the principal or designee, absent exigent circumstances.
- (g) Cooperate with law enforcement-initiated investigations and actions without hindering or interfering with the Police Department's or the assigned SRO's official duties. Law Enforcement's lawful ability to detain and arrest for actual or suspected crimes, having met requisite constitutional obligations prior to such arrest or detention, shall not be infringed upon by the District or its agents.
- (h) Immediately notify the SRO or Officers responding to a school-based incident if a referred student has a disability that requires special treatment or accommodations.
- (i) Provide an appropriate, school-based, private, secure, office space for each SRO with appropriate access to technology supports required for the efficient functioning and performance of the School Resource Officers.
- (j) In order to maintain the security of confidential, classified, or restricted information and materials, and to maintain the integrity of weapon storage units, school-based designated SRO offices shall contain a lockable desk and lockable file cabinet to be provided by the DISTRICT, as well as the SRO gun safe (to be provided by the CITY and installed by the DISTRICT as referenced herein). The desk and file cabinet in the SRO office shall be accessible to the Casper Police Department, who shall hold the keys thereto. Access to the SRO's office shall be limited to DISTRICT Administration, Maintenance in the presence of the SRO Supervisor, unless an emergency or unsafe situation exists.
- (k) Install/mount a secured gun safe, to be provided by the CITY, permanently affixed to a reasonably immovable object to the greatest extent possible, to be maintained in the designated SRO Office for the placement of a secure weapons storage unit for the purpose of the safe storage of weapons on DISTRICT property in such a way as to be readily available to the School Resource Officers, as needed, yet generally inaccessible to all other persons.
- (l) SRO's shall have access to the NCSD:
  - (i) Administrative Student Management system (Infinite Campus) and the information that is contained within that system consistent with local, state and federal law.

(ii) Security camera systems.

(m) SRO's shall have key fob access to NCSD facilities as limited by NCSD.

6. In return for police services to be provided by the DEPARTMENT pursuant to this Agreement, the DISTRICT agrees to pay the CITY treasurer for the 2018-2019 school year the sum equal to 70% of base salary and benefits for 6 officers (to include a sergeant) and as set forth below. Said sum shall be paid within thirty (30) days after the execution of this agreement. In addition, the District shall reimburse the Department for overtime costs incurred by the Department in the performance of services described below.

Costs shall be as established in Exhibit I.

At the discretion of the CITY, SRO attendance at reasonably scheduled, extracurricular DISTRICT events occurring outside of normal school hours may be facilitated through the scheduled adjustment of the same workweek of the assigned SRO, when such adjustments are consistent with FLSA standards. DISTRICT events requiring a police presence in excess of a standard 40-hour workweek, as well as notable events, which, by their very nature, require an enhanced, dedicated police presence, will be staffed by the CITY at the DISTRICT's expense. At such events, the DISTRICT agrees to reimburse the CITY for police personnel expenses at the anticipated rate (FY2019) of \$61.68 per hour for Police Officers and \$72.08 an hour for Police Supervisors. During subsequent fiscal years, such rates are subject to any incremental, actual increases for which employees within the same general classification are eligible, such as Cost of Living increases or similar personnel actions. In accordance with established procedures of the Casper Police Department, which generally allow for an equitable allocation of extra-duty assignments through a first-come, first-served basis, the CITY shall have sole discretion as to which personnel staff said events in addition to any SROs voluntarily fulfilling any such assignment.

7. The staffing level and charges for the first three (3) academic years are as stated in Exhibit 1, hereto, except filling the Fall semester of 2018 may not be fully possible due to the current difficulty in recruiting and retaining available officers; any shortfall in officers provided in the Fall semester of 2018, shall result in a proportionate deduction of the amount to be paid by the District.
8. The selection and assignment of SROs and supervisors is exclusively the province of the City via the Casper Police Department. The Department will provide the District the opportunity to participate in the selection process of candidates for unfilled SRO positions, where practicable. In furtherance of employee retention, training, strategic planning, long-term organizational needs, and individual or organizational professional development it is to be expected that the individual tenure of School Resource Officers and the supervisor in the positions referenced



in this Agreement shall generally be for a maximum of three (3) academic years, at which time other personnel will replace the outgoing SROs or supervisor.

- (a) For the 2018-19 school year six (6) officers (to include a sergeant) stationed variously at High Schools, Junior High Schools, and Elementary Schools within the District as may be determined by mutual agreement between the Department and the District.
  - (i) Kelly Walsh High School
  - (ii) Natrona County High School
  - (iii) Centennial Junior High School
  - (iv) Dean Morgan Junior High School
  - (v) Pathways Innovation/Roosevelt High School Campus and CY Middle School
  - (vi) Casper Classic Academy Middle School
- (b) If the DISTRICT elects to deploy an officer for Natrona County Summer School, contracted officer/s shall be stationed at a location and for hours to be determined by mutual agreement by the DEPARTMENT and the DISTRICT but responsible for calls at all schools participating in the summer school program. A sum equal to the base salary and benefits for one officer for the period summer school is in session shall be paid within thirty (30) days of the notification to the DEPARTMENT by the DISTRICT. The officer assigned to this location shall perform routine police services during regular summer school hours.
- (c) In the event that the DISTRICT elects to commence Natrona County Summer School activities, the DISTRICT shall notify the DEPARTMENT, in writing, of this intent no later than 4 calendar months in advance of said commencement so as to allow for appropriate allocation of staffing, resources, and strategic planning on the part of the DEPARTMENT to accommodate such services. Officers at athletic events, school dances, and other special events as may be determined by mutual agreement between the DEPARTMENT and the DISTRICT, subject to the availability of DEPARTMENT personnel.
- (d) If any school officer is absent for five (5) or more consecutive school days, the DEPARTMENT will provide a replacement officer to cover the officer's duty assignment.

(e) Upon the successful staffing of SROs as anticipated for Academic Year 2019-2020, two (2) SROs will be assigned responsibilities to assist “where needed,” including potential responsibilities in DISTRICT Elementary Schools, but will also primarily be used to support existing SROs in the consistent providing of SRO responsibilities, including coverage for absent SROs.

9. The DISTRICT and CITY are aware that each party to this Agreement is subject to the supervision of separately elected political entities. Each party to this Agreement obtains funding from the above-referenced political entities and is funded subject to annual budget approval. It is a requirement of their Agreement that each party hereto shall notify the other immediately if a party’s *future* fiscal year funding for this Agreement is curtailed or eliminated. In the event that either party’s *future* funding is curtailed, either party may terminate this contract with ~~ninety (90)~~ <sup>one hundred eighty (180) days</sup> written notice to the other, after the curtailed funding has been adopted, by the elected Board of Trustees or City Council, as the case may be.

10. Each party hereto shall be responsible for the potential or actual (regular, gross or willful) negligence or other acts of its agents, employees, representative and other personnel. The CITY is a participant in the Wyoming Association of Risk Management (WARM) and is insured by WARM to the limits described in the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101 et seq. (1988) as amended. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, and the parties hereby specifically reserves the right to assert any and all rights, immunities, and defenses they may have thereunder.

11. The CITY shall be responsible for all employment matters such as computing wages, salaries, benefits and other compensation, managing pension plans, providing uniforms, selection of equipment, vehicles and that which is explicitly referenced in this contract, including training and the like. However, as part of the evaluation of the program and the obtaining of feedback on the performance and suitability of the SROs and supervisors or, for purposes of internal investigations, the DISTRICT shall provide input and feedback as requested and will also provide information and statistical data as may be reasonably needed. Nothing herein shall make SRO’s or CPD officer’s employees of the DISTRICT.

12. CITY personnel shall be directly supervised by a Lieutenant as designated by the Chief of Police. CITY personnel will coordinate their activities with the NCSD representative to which the SROs are assigned. The Sergeant, who will have primary SRO responsibilities for one school will, by expectation and necessity, supervise and intermittently monitor the SROs assigned to other DISTRICT schools and, as such, may not be continually and exclusively present at the school to which he or she has been assigned. In times of emergencies, natural or man-made disasters, or other public safety incidents, CITY personnel provided pursuant to this Agreement shall be subject to immediate recall and reassignment

one hundred eighty (180) days →

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to other public safety needs, as determined by the CITY. Absences from SRO duties during such occurrences will not be a reimbursable event.

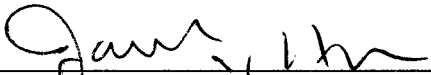
13. CITY personnel providing services pursuant to this Agreement shall conduct themselves as police officers and shall at all times follow the policies and procedures of the CITY and the Casper Police CITY.
14. The CITY shall provide SRO police services to the DISTRICT at locations and times as will be agreed by the parties in confidential communications (subject to the Wyoming Public Records Act, Wyo. Stat. §§ 16-4-201 *et seq.*) The parties acknowledge that vacations, reasonable sick or disability leave, mandatory qualifications, In-service Training, as well as applicable training related to the maintenance and progression of professional skills and future promotional opportunities, is a function of normal Casper Police Department employment and that the SROs and supervisor(s) are entitled to the use of such vacations, sick leave, and access to work-related trainings. In the event of an extended, unanticipated absence, disability or the administrative restriction of duty of any SRO or supervisor, or any other event which may cause a SRO or supervisor to be absent for more than a period of five (5) consecutive working days, the CITY shall assign a temporary or permanent replacement for the absent SRO or supervisor. Such occurrences are not a reimbursable event.
15. Pursuant to this Agreement, assigned CITY personnel shall devote substantially all of their working time during the Academic School Year described in this contract to providing police services to the DISTRICT.
16. As a matter of routine, the DISTRICT shall provide the CITY timely information of all known or suspected crimes or threats, within or directed at DISTRICT schools, facilities and activities or which involve any persons related thereto, whether committed or made by students, DISTRICT personnel, DISTRICT contractors or vendors, volunteers or visitors to the DISTRICT. Likewise, the CITY shall provide timely information to the DISTRICT regarding matters of school safety.
17. This Agreement shall not be modified or altered unless mutually agreed upon by the parties in writing.
18. This Agreement contains the entire understanding of the parties. There are no understandings between the parties, written or otherwise, not contained herein. Each party acknowledges that they have consulted with or have had the opportunity to consult with legal counsel regarding this Agreement.
19. If any provision, section, subsection, sentence, clause or phrase of this Agreement is invalidated by any court of competent jurisdiction, such a holding shall not affect the validity of the remainder of the Agreement which shall continue in full force and effect.

20. This Agreement shall be governed by the laws of the State of Wyoming. Neither party waives any claims, rights or defenses it has or may have pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.* The parties specifically reserve the right to assert any and all rights, immunities and defenses they have or may have, now or in the future, pursuant to the Wyoming Governmental Claims Act.
21. 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.
22. The parties agree that this Agreement does not create any agency relationship between the CITY and the DISTRICT, and no representations of any kind, type or nature made by one party shall be binding upon or create a duty in the other party.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

APPROVED AS TO FORM

  
\_\_\_\_\_  
City Attorney's Office

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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


APPROVED AS TO FORM

\_\_\_\_\_  
Attorney for the School District

WITNESS

NATRONA COUNTY SCHOOL  
DISTRICT NO. 1

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

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

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

Printed Name: Steve Hopkins

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

Title: Superintendent

**Exhibit 1**

**(Subject to actual, annual, incremental changes of salary and benefits personnel expenses)**

**For the 2018-19 school year:**

- 1) NCSD will pay \$357,000 for the services of five (5) SROs and one (1) SRO Supervisor
  - a. This is 70% of the estimated annual salary and benefits per officer (\$85,000).
  - b. The differential in dollars between payment and actual CPD cost can be used by the City of Casper for other CPD needs (supervisor salary, equipment, etc.).
- 2) NCSD would also include ongoing equipment/other costs of \$14,100 of ongoing funds per officer (6 officers) for an additional \$84,600.
- 3) NCSD would pay to the City of Casper a one-time payment of \$125,000 for start up costs in the summer of 2018.

**For the 2019-20 school year:**

- 1) NCSD will pay \$535,500 for the services of eight (8) SROs and one (1) SRO Supervisor
  - a. This is 70% of the estimated annual salary and benefits per officer (\$85,000).
  - b. The differential in dollars between payment and actual CPD cost can be used by the City of Casper for other CPD needs (supervisor salary, equipment, etc.).
- 2) NCSD would also include ongoing equipment/other costs of \$14,100 of ongoing funds per officer (8 officers) for an additional \$126,900.

**For the 2020-21 school year:**

- 1) NCSD will pay \$595,000 for the services of nine (9) SROs and one (1) SRO Supervisor
  - a. This is 70% of the estimated annual salary and benefits per officer (\$85,000).
  - b. The differential in dollars between payment and actual CPD cost can be used by the City of Casper for other CPD needs (supervisor salary, equipment, etc.).
- 2) NCSD would also include ongoing equipment/other costs of \$14,100 of ongoing funds per officer (10 officers) for an additional \$141,000 of ongoing annual dollars if 10 officers are maintained.

RESOLUTION NO. 18-180

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CASPER AND NATRONA COUNTY SCHOOL DISTRICT CONCERNING SCHOOL RESOURCE OFFICERS

WHEREAS, the City of Casper desires to provide officers and supervisors from the Casper Police Department to Natrona County School District (NCSD) to act as School Resource Officers in the City of Casper, Wyoming; and,

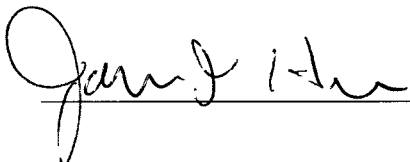
WHEREAS, the City of Casper and NCSD have negotiated for and agreed to the services to be provided and compensation therefore pursuant to a Memorandum of Understanding affixed as Exhibit A; and,

WHEREAS, it would be in the best interest of the City to provide the services referred to in the memorandum of Understanding and pursuant to the terms of the Memorandum of Understanding executed by the NCSD, affixed as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Memorandum of Understanding attached as Exhibit A, and for the services and in consideration of the terms and agreements as stated 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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF CASPER AND NATRONA COUNTY SCHOOL DISTRICT  
CONCERNING SCHOOL RESOURCE OFFICERS**

**Parties**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of August, 2018, by and between the City of Casper, Wyoming, a municipal corporation organized under the laws of the State of Wyoming, acting by and through its political subdivision, the Casper Police Department, hereinafter referred to as the "CITY" or "DEPARTMENT" whose address is 201 North David Street, Casper, WY 82601, and the Natrona County School District #1, hereinafter referred to as the "DISTRICT" or "NCSD" whose address is 970 North Glenn Road, Casper, WY 82601.

WITNESSETH:

WHEREAS, the DISTRICT has identified the need for police services at various schools and school-related events under its control and supervision; and

WHEREAS, the CITY has a municipal police agency engaged in providing police services to the city, and

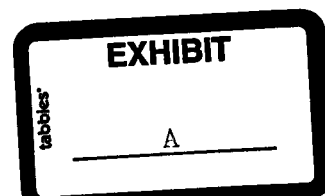
WHEREAS, the DISTRICT desires to obtain the police services of the CITY, and the CITY desires to provide said services through School Resource Officers (SROs).

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. This Agreement is for a ten (10) year term, updated annually, unless sooner terminated as provided herein. The agreement shall commence August 28, 2018, and will continue through June 10, 2019. It will continue for the subsequent nine (9) academic years, according to the academic year for each subsequent year as published by the DISTRICT. So as to facilitate adequate budgetary stewardship, a copy of the ensuing academic year calendar will be provided by the DISTRICT to the CITY by no later than March 1<sup>st</sup> of the preceding academic year.

This Agreement shall generally be in effect for 180 days of service. It does not include SRO services on NCSD holidays. The last day of this Agreement shall be the last day of the regular academic year, 2028.

The DEPARTMENT shall have no obligation under this Agreement to provide SRO services to the District at any school location during any time that such school location is closed by official action of the DISTRICT. Except as provided in this Agreement, the DEPARTMENT shall have no obligation to provide SRO services to the DISTRICT, as described in this Agreement, beyond the hours provided for in this Agreement.





2. The CITY shall appoint a representative who shall be responsible for managing and coordinating the CITY's performance under this Agreement, and shall identify this representative to the DISTRICT by name and telephone number, updating such information in writing no later than ten (10) days after a change in the designated representative. The DISTRICT shall appoint a representative who shall be the point of contact for the DISTRICT and who shall be responsible for working with the CITY and coordinating the SRO program with the CITY, and shall identify this representative to the CITY by name and telephone number, updating such information in writing no later than ten (10) days after a change in the designated representative.
3. The CITY agrees to provide routine police services to the DISTRICT under the terms and conditions herein contained. The duties assumed by the CITY under this Agreement are duties owed generally to the public. The DISTRICT acknowledges that violations of DISTRICT or school policies, student discipline issues, or other matters that do not rise to the level of criminal activity remain the general purview of the DISTRICT. As such, student behavioral problems or similar events, unless criminal in nature or posing a threat of imminent physical danger to the student or others, will not generally result in the use of police force to restrain, detain, or otherwise restrict the activities of a student or students engaged in such activity.

When performing law enforcement responsibilities, SROs shall comply with the Policies and Procedures of the Casper Police Department. Where such policies conflict with policies and procedures promulgated by the District, SROs shall defer to the Policies and Procedures of the Casper Police Department. In such circumstances, a Supervisor of the Casper Police Department and a representative of NCSD shall be notified as soon as is practicable.

The primary duties and activities of the School Resource Officer (SRO) include, but are not exclusive to:

- (a) All peace officers' duties of the Casper Police Department.
  - (i) The SRO's primary focus within the schools shall be law enforcement responsibilities (safety and security), and will not generally include school discipline and classroom management.
  - (ii) The SRO's duties will include, but shall not be limited to, responding to and investigating possible criminal acts on school grounds and/or events.
- (b) SRO's shall act swiftly and cooperatively in responding to potential criminal activities or criminal activities.

- (c) SRO's shall help protect the lives and property of students, school district personnel and the public on or adjacent to school district property.
- (d) *Except in emergency, urgent or preliminary public safety inquiry circumstances*, SRO's shall follow these conditions for interviewing or searching students suspected of criminal activity:
  - (i) SRO's may question a student about subjects that may result in or identify a crime, threat or concern utilizing the following process. *See Natrona County School District No. 1 Board Policy 5400. Unless an emergency or urgent circumstance exists*, a law enforcement officer (LEO) desiring to question a student at school must notify the school principal or the principal's designee in advance so that permission for questioning may be obtained from a parent or guardian of the child.
  - (ii) Once notified that a parent or guardian asks that the student not be questioned until he or his designee arrives, the principal will advise the LEO and ask that the officer wait to question the student until the parent arrives.
  - (iii) If the parent or guardian cannot be reached, the student may be questioned by the officer *with the principal or the principal's designee present*. The principal or his designee must be present when any law enforcement interview of a child is conducted on school property.
  - (iv) Pursuant to Wyoming Statute 14-6-206(c), after issuing any citation to a child for a violation of a state, federal or municipal law or ordinance, the law enforcement agency issuing the citation, or its designee, shall take reasonable actions to notify the child's parent, guardian, or custodian.
  - (v) If the parent or guardian is the subject of a potential abuse or neglect allegation, neither the LEO nor the Department of Family Services (DFS) is required to, nor may the principal or his designee, notify the parent or guardian prior to a LEO and/or DFS questioning the child. In such circumstances, the LEO and/or DFS representative shall question the student with the principal or his designee present.
  - (vi) If there are exigent or urgent circumstances that prevent prior parent notification:
    - a) Parent or guardian shall be notified as soon as reasonably possible.
    - b) School personnel will serve 'in loco parentis' (in the place

viii) Absent exigent or urgent circumstances, a principal or designee shall be consulted before the SRO conducts questioning of a suspect or searches student's person, possession or locker to allow time to express any concerns about the reasonableness and to notify parent/s or guardian/s.

ix) When there is probable cause to believe the student has committed or is committing a felony offense or the offense at issue poses a threat of serious and immediate injury the SRO may conduct questioning or search at school without notice to school personnel or parents/guardians.

x) SRO's may not request that school officials conduct a search of the student's person, possessions, or locker to evade the probable cause standard required of law enforcement.

(xi) Nothing herein shall prevent the SRO from engaging students in casual conversation about subjects other than inquiries related to suspected criminal activity.

(e) SRO's shall provide educational support, when applicable, for in-service training for school staff and students on emergency preparedness, crisis intervention, crime trends, law enforcement policies and intervention methods.

(f) SRO's shall serve as a resource for school safety teams. SRO's are liaisons to help gather and share information about emergency planning, improving access to safety or security resources, and partner in developing effective strategies.

(g) SRO's shall create a visible and positive presence in the school community to promote respect, trust for law enforcement and a positive relationship between students, parents and the District.

4. All costs incurred by the DEPARTMENT in the performance of duties under this Agreement shall be paid by the DEPARTMENT, including salaries and wages, and the DISTRICT shall reimburse the DEPARTMENT for all such costs and fees as set forth in this Agreement (*see* Exhibit 1), except that overtime costs for services provided in this Agreement shall be in addition to the costs and fees set forth in this Agreement.

a) The DEPARTMENT shall also be responsible for providing:

i) Necessary law enforcement related equipment.

ii) Police vehicles.

iii) Secured gun safes to be maintained in a designated school office/location.

- iv) The selection and purchase of such weapons storage units is their responsibility and such units will remain the property of the CITY.

Vehicles and equipment assigned to, utilized by, or purchased for the intended use of any SRO pursuant to this AGREEMENT shall remain at all times under the ownership of the CITY, including upon and after any lawful termination of this AGREEMENT.

5. The DISRICT agrees to:

- (a) Provide timely assistance and communication of information which may be relevant to the law enforcement needs of the SRO or Officer in pursuit of his/her duties. All such communications and the sharing of information shall be consistent with local, state and federal law governing DISTRICT communications.
- (b) Along with SROs and the DEPARTMENT, coordinate and share information as necessary, within the constraints of local, state and federal law, for each to respond to public records act or public comment requests.
- (c) Administer school discipline for typical adolescent behaviors occurring within the school, on school property or at school activities without involving or referring the matter to an SRO unless school safety is at risk or law requires reporting
- (d) Request SRO involvement in school-based incidents limited to situations when it is necessary to protect the physical safety of students, staff and/or public from imminent harm, vandalism or destruction of property, or the behavior involves potential criminal behavior of persons other than students.
- (e) Law enforcement referrals shall be made for the following incidents:
  - (i) Fights, assaults or battery involving bodily harm or threats of bodily harm;
  - (ii) Other serious or violent offenses, such as robbery, extortion, arson, or sexual assault;
  - (iii) Use or possession of dangerous weapons or items, to include knives, guns, explosive devices;
  - (iv) The sale, possession or use of illegal drugs or alcohol; and/or
  - (v) Any form of a threat of physical harm made to the school facility or members of the school or general community.

- (vi) Any other public safety information received or obtained by the District that has bearing on the life or property rights of others within the extended community.
- (f) Ensure that the decision to involve the SRO or law enforcement in any school-based incident is made by the principal or designee, absent exigent circumstances.
- (g) Cooperate with law enforcement-initiated investigations and actions without hindering or interfering with the Police Department's or the assigned SRO's official duties. Law Enforcement's lawful ability to detain and arrest for actual or suspected crimes, having met requisite constitutional obligations prior to such arrest or detention, shall not be infringed upon by the District or its agents.
- (h) Immediately notify the SRO or Officers responding to a school-based incident if a referred student has a disability that requires special treatment or accommodations.
- (i) Provide an appropriate, school-based, private, secure, office space for each SRO with appropriate access to technology supports required for the efficient functioning and performance of the School Resource Officers.
- (j) In order to maintain the security of confidential, classified, or restricted information and materials, and to maintain the integrity of weapon storage units, school-based designated SRO offices shall contain a lockable desk and lockable file cabinet to be provided by the DISTRICT, as well as the SRO gun safe (to be provided by the CITY and installed by the DISTRICT as referenced herein). The desk and file cabinet in the SRO office shall be accessible to the Casper Police Department, who shall hold the keys thereto. Access to the SRO's office shall be limited to DISTRICT Administration, Maintenance in the presence of the SRO Supervisor, unless an emergency or unsafe situation exists.
- (k) Install/mount a secured gun safe, to be provided by the CITY, permanently affixed to a reasonably immovable object to the greatest extent possible, to be maintained in the designated SRO Office for the placement of a secure weapons storage unit for the purpose of the safe storage of weapons on DISTRICT property in such a way as to be readily available to the School Resource Officers, as needed, yet generally inaccessible to all other persons.
- (l) SRO's shall have access to the NCSD:
  - (i) Administrative Student Management system (Infinite Campus) and the information that is contained within that system consistent with local, state and federal law.

(ii) Security camera systems.

(m) SRO's shall have key fob access to NCSD facilities as limited by NCSD.

6. In return for police services to be provided by the DEPARTMENT pursuant to this Agreement, the DISTRICT agrees to pay the CITY treasurer for the 2018-2019 school year the sum equal to 70% of base salary and benefits for 6 officers (to include a sergeant) and as set forth below. Said sum shall be paid within thirty (30) days after the execution of this agreement. In addition, the District shall reimburse the Department for overtime costs incurred by the Department in the performance of services described below.

Costs shall be as established in Exhibit 1.

At the discretion of the CITY, SRO attendance at reasonably scheduled, extracurricular DISTRICT events occurring outside of normal school hours may be facilitated through the scheduled adjustment of the same workweek of the assigned SRO, when such adjustments are consistent with FLSA standards. DISTRICT events requiring a police presence in excess of a standard 40-hour workweek, as well as notable events, which, by their very nature, require an enhanced, dedicated police presence, will be staffed by the CITY at the DISTRICT's expense. At such events, the DISTRICT agrees to reimburse the CITY for police personnel expenses at the anticipated rate (FY2019) of \$61.68 per hour for Police Officers and \$72.08 an hour for Police Supervisors. During subsequent fiscal years, such rates are subject to any incremental, actual increases for which employees within the same general classification are eligible, such as Cost of Living increases or similar personnel actions. In accordance with established procedures of the Casper Police Department, which generally allow for an equitable allocation of extra-duty assignments through a first-come, first-served basis, the CITY shall have sole discretion as to which personnel staff said events in addition to any SROs voluntarily fulfilling any such assignment.

7. The staffing level and charges for the first three (3) academic years are as stated in Exhibit 1, hereto, except filling the Fall semester of 2018 may not be fully possible due to the current difficulty in recruiting and retaining available officers; any shortfall in officers provided in the Fall semester of 2018, shall result in a proportionate deduction of the amount to be paid by the District.
8. The selection and assignment of SROs and supervisors is exclusively the province of the City via the Casper Police Department. The Department will provide the District the opportunity to participate in the selection process of candidates for unfilled SRO positions, where practicable. In furtherance of employee retention, training, strategic planning, long-term organizational needs, and individual or organizational professional development it is to be expected that the individual tenure of School Resource Officers and the supervisor in the positions referenced

in this Agreement shall generally be for a maximum of three (3) academic years, at which time other personnel will replace the outgoing SROs or supervisor.

- (a) For the 2018-19 school year six (6) officers (to include a sergeant) stationed variously at High Schools, Junior High Schools, and Elementary Schools within the District as may be determined by mutual agreement between the Department and the District.
  - (i) Kelly Walsh High School
  - (ii) Natrona County High School
  - (iii) Centennial Junior High School
  - (iv) Dean Morgan Junior High School
  - (v) Pathways Innovation/Roosevelt High School Campus and CY Middle School
  - (vi) Casper Classic Academy Middle School
- (b) If the DISTRICT elects to deploy an officer for Natrona County Summer School, contracted officer/s shall be stationed at a location and for hours to be determined by mutual agreement by the DEPARTMENT and the DISTRICT but responsible for calls at all schools participating in the summer school program. A sum equal to the base salary and benefits for one officer for the period summer school is in session shall be paid within thirty (30) days of the notification to the DEPARTMENT by the DISTRICT. The officer assigned to this location shall perform routine police services during regular summer school hours.
- (c) In the event that the DISTRICT elects to commence Natrona County Summer School activities, the DISTRICT shall notify the DEPARTMENT, in writing, of this intent no later than 4 calendar months in advance of said commencement so as to allow for appropriate allocation of staffing, resources, and strategic planning on the part of the DEPARTMENT to accommodate such services. Officers at athletic events, school dances, and other special events as may be determined by mutual agreement between the DEPARTMENT and the DISTRICT, subject to the availability of DEPARTMENT personnel.
- (d) If any school officer is absent for five (5) or more consecutive school days, the DEPARTMENT will provide a replacement officer to cover the officer's duty assignment.

(e) Upon the successful staffing of SROs as anticipated for Academic Year 2019-2020, two (2) SROs will be assigned responsibilities to assist “where needed,” including potential responsibilities in DISTRICT Elementary Schools, but will also primarily be used to support existing SROs in the consistent providing of SRO responsibilities, including coverage for absent SROs.

9. The DISTRICT and CITY are aware that each party to this Agreement is subject to the supervision of separately elected political entities. Each party to this Agreement obtains funding from the above-referenced political entities and is funded subject to annual budget approval. It is a requirement of their Agreement that each party hereto shall notify the other immediately if a party’s *future* fiscal year funding for this Agreement is curtailed or eliminated. In the event that either party’s *future* funding is curtailed, either party may terminate this contract with ~~ninety (90) days~~ <sup>one hundred eighty (180) days</sup> written notice to the other, after the curtailed funding has been adopted, by the elected Board of Trustees or City Council, as the case may be.

10. Each party hereto shall be responsible for the potential or actual (regular, gross or willful) negligence or other acts of its agents, employees, representative and other personnel. The CITY is a participant in the Wyoming Association of Risk Management (WARM) and is insured by WARM to the limits described in the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101 et seq. (1988) as amended. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, and the parties hereby specifically reserves the right to assert any and all rights, immunities, and defenses they may have thereunder.

11. The CITY shall be responsible for all employment matters such as computing wages, salaries, benefits and other compensation, managing pension plans, providing uniforms, selection of equipment, vehicles and that which is explicitly referenced in this contract, including training and the like. However, as part of the evaluation of the program and the obtaining of feedback on the performance and suitability of the SROs and supervisors or, for purposes of internal investigations, the DISTRICT shall provide input and feedback as requested and will also provide information and statistical data as may be reasonably needed. Nothing herein shall make SRO’s or CPD officer’s employees of the DISTRICT.

12. CITY personnel shall be directly supervised by a Lieutenant as designated by the Chief of Police. CITY personnel will coordinate their activities with the NCSD representative to which the SROs are assigned. The Sergeant, who will have primary SRO responsibilities for one school will, by expectation and necessity, supervise and intermittently monitor the SROs assigned to other DISTRICT schools and, as such, may not be continually and exclusively present at the school to which he or she has been assigned. In times of emergencies, natural or man-made disasters, or other public safety incidents, CITY personnel provided pursuant to this Agreement shall be subject to immediate recall and reassignment



to other public safety needs, as determined by the CITY. Absences from SRO duties during such occurrences will not be a reimbursable event.

13. CITY personnel providing services pursuant to this Agreement shall conduct themselves as police officers and shall at all times follow the policies and procedures of the CITY and the Casper Police CITY.
14. The CITY shall provide SRO police services to the DISTRICT at locations and times as will be agreed by the parties in confidential communications (subject to the Wyoming Public Records Act, Wyo. Stat. §§ 16-4-201 *et seq.*) The parties acknowledge that vacations, reasonable sick or disability leave, mandatory qualifications, In-service Training, as well as applicable training related to the maintenance and progression of professional skills and future promotional opportunities, is a function of normal Casper Police Department employment and that the SROs and supervisor(s) are entitled to the use of such vacations, sick leave, and access to work-related trainings. In the event of an extended, unanticipated absence, disability or the administrative restriction of duty of any SRO or supervisor, or any other event which may cause a SRO or supervisor to be absent for more than a period of five (5) consecutive working days, the CITY shall assign a temporary or permanent replacement for the absent SRO or supervisor. Such occurrences are not a reimbursable event.
15. Pursuant to this Agreement, assigned CITY personnel shall devote substantially all of their working time during the Academic School Year described in this contract to providing police services to the DISTRICT.
16. As a matter of routine, the DISTRICT shall provide the CITY timely information of all known or suspected crimes or threats, within or directed at DISTRICT schools, facilities and activities or which involve any persons related thereto, whether committed or made by students, DISTRICT personnel, DISTRICT contractors or vendors, volunteers or visitors to the DISTRICT. Likewise, the CITY shall provide timely information to the DISTRICT regarding matters of school safety.
17. This Agreement shall not be modified or altered unless mutually agreed upon by the parties in writing.
18. This Agreement contains the entire understanding of the parties. There are no understandings between the parties, written or otherwise, not contained herein. Each party acknowledges that they have consulted with or have had the opportunity to consult with legal counsel regarding this Agreement.
19. If any provision, section, subsection, sentence, clause or phrase of this Agreement is invalidated by any court of competent jurisdiction, such a holding shall not affect the validity of the remainder of the Agreement which shall continue in full force and effect.

20. This Agreement shall be governed by the laws of the State of Wyoming. Neither party waives any claims, rights or defenses it has or may have pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.* The parties specifically reserve the right to assert any and all rights, immunities and defenses they have or may have, now or in the future, pursuant to the Wyoming Governmental Claims Act.
21. 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.
22. The parties agree that this Agreement does not create any agency relationship between the CITY and the DISTRICT, and no representations of any kind, type or nature made by one party shall be binding upon or create a duty in the other party.

[The rest of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney's Office

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney for the School District

WITNESS

NATRONA COUNTY SCHOOL  
DISTRICT NO. 1

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

By: Steve Hopkins

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

Printed Name: Steve Hopkins

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

Title: Superintendent

Exhibit 1

(Subject to actual, annual, incremental changes of salary and benefits personnel expenses)

For the 2018-19 school year:

- 1) NCSD will pay \$357,000 for the services of five (5) SROs and one (1) SRO Supervisor
  - a. This is 70% of the estimated annual salary and benefits per officer (\$85,000).
  - b. The differential in dollars between payment and actual CPD cost can be used by the City of Casper for other CPD needs (supervisor salary, equipment, etc.).
- 2) NCSD would also include ongoing equipment/other costs of \$14,100 of ongoing funds per officer (6 officers) for an additional \$84,600.
- 3) NCSD would pay to the City of Casper a one-time payment of \$125,000 for start up costs in the summer of 2018.

For the 2019-20 school year:

- 1) NCSD will pay \$535,500 for the services of eight (8) SROs and one (1) SRO Supervisor
  - a. This is 70% of the estimated annual salary and benefits per officer (\$85,000).
  - b. The differential in dollars between payment and actual CPD cost can be used by the City of Casper for other CPD needs (supervisor salary, equipment, etc.).
- 2) NCSD would also include ongoing equipment/other costs of \$14,100 of ongoing funds per officer (8 officers) for an additional \$126,900.

For the 2020-21 school year:

- 1) NCSD will pay \$595,000 for the services of nine (9) SROs and one (1) SRO Supervisor
  - a. This is 70% of the estimated annual salary and benefits per officer (\$85,000).
  - b. The differential in dollars between payment and actual CPD cost can be used by the City of Casper for other CPD needs (supervisor salary, equipment, etc.).
- 2) NCSD would also include ongoing equipment/other costs of \$14,100 of ongoing funds per officer (10 officers) for an additional \$141,000 of ongoing annual dollars if 10 officers are maintained.

August 10, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Tim Cortez, Leisure Services Director  
SUBJECT: Acceptance of Public Art Easement

Meeting Type & Date:  
Regular Council Meeting, August 21, 2018.

Action type:  
Resolution.

Recommendation:  
That Council, by resolution, execute a public art easement agreement with Grimshaw Investments, LLC, and accept an easement for the maintenance and repair of public art located on Lots 13-15, Block 41, City of Casper Addition.

Summary:  
The Wyoming Community Development Authority, Nicolaysen Art Museum, the City of Casper, and Grimshaw Investments, LLC collaborated to complete a public art project on the site of the former KC Apartments, directly south of the Nicolaysen Art Museum. The City has agreed to perform ongoing maintenance of the site, and to repair the artwork when necessary. In that the artwork is located on private property owned by Grimshaw Investments, LLC, the City requested an easement. Grimshaw Investments, LLC and the City have drafted an Easement Agreement, which the City Council is being asked to review and approve. With the approval of the Easement Agreement, the Council will also formally accept the easement, which will be recorded in the Office of the Natrona County Clerk.

Financial Considerations  
The City will incur unknown costs for ongoing maintenance and repair.

Oversight/Project Responsibility  
The Parks Division will be responsible for ongoing maintenance.

Attachments  
Resolution  
Easement Agreement

## PUBLIC ART EASEMENT AGREEMENT

This PUBLIC ART EASEMENT AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_, 201\_\_ , (the "Effective Date"), is by and between Grimshaw Investments, LLC, (the "Grantor" or "Grimshaw"), having an address at 39 E. 1<sup>st</sup> Street, Sheridan, Wyoming 82801; and, the City of Casper, Wyoming, a Wyoming municipal corporation (the "Grantee" or "City"), having an address 200 North David Street, Casper, Wyoming 82601.

### RECITALS

A. The Wyoming Community Development Authority ("WCDA"), Nicolaysen Art Museum ("NIC"), the City of Casper Wyoming, and Grimshaw Investments, LLC ("Grimshaw"), collaborated with each other to complete a public art project located at the site of the old KC Apartments (the corner of Beech and Collins Streets) in Casper, titled "Creating Communities through Art and Housing" (hereinafter, the "Project").

B. During the Project, the parties received a grant from the National Endowment for the Arts, the Wyoming Arts Council and the McMurry Foundation. The NIC and the WCDA also solicited and received private and public donations and in-kind contributions for the Project.

C. The NIC commissioned and contracted with Matthew Dehaemers (the "Artist"), for \$115,000, to create a piece of art called "Confluence of Time and Place" (the "Artwork"); acted as the fiscal agent for the Project, and contributed \$32,000 of in-kind donations. Funds for the Project were deposited in an account in the name of the NIC at Hilltop National Bank during the project. The NIC also agreed that if any funds were remaining in the bank account maintained by the NIC at the conclusion of the Project, the funds would be distributed to the City solely for its use in maintaining the Artwork.

D. Grimshaw contributed \$12,800 in-kind contributions donations; allowed the Artwork to be placed on its private property at the Sunshine Apartment complex; prepared the site (dirt work, foundation and electrical service to the property), and agreed to grant an easement to the City for the Artwork at a mutually agreed upon location.

E. The City agreed to contribute \$30,000 of in-kind donations (maintenance of \$1,000 cash per year towards maintenance costs), and to take ownership of and maintain the Artwork. The City may remove the Artwork from Grimshaw's property only after the affordability period (fifty years) has expired as set forth in the Neighborhood Stabilization Program Agreement and Mortgage between Grimshaw and the WCDA (recorded in the Natrona County Clerk's office as Instrument Numbers 900806 and 900808) or after the Sunshine Apartment Complex no longer exists as an apartments, whichever is later. However, the City has the right to remove the Artwork prior to the end of the affordability period if the Artwork is damaged or destroyed to the extent it cannot be reasonably repaired or restored.

F. WCDA agreed to consent to the easement for the Project, and contributed \$30,000 in-kind donations, plus \$15,000 in cash toward the Project.

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G. The City needs an easement in place for the Project Artwork to remain at its current location, and for the ongoing maintenance and repair of the Artwork. The Artwork and its location are shown on Exhibit B, which is attached hereto and made a part of this Agreement.

H. Grimshaw is the fee owner of certain land located in the City of Casper, Natrona County and State of Wyoming, designated as a portion of Lots 13, 14 and 15, Block 41, of the City of Casper, hereinafter referred to as "the Easement Area" and more particularly described by a metes and bounds description and diagrammatic sketch set forth on Exhibit A, which is attached hereto and made a part hereof.

I. Grimshaw has agreed to grant to the City an easement for the Project Artwork over the Easement Area.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment.
2. Grant. Grantor hereby grants and conveys to Grantee, its successors and assigns, and Grantee hereby accepts, a public art easement (the "Easement") in, under, upon, about, over and through the Easement Area.
3. Statement of Purpose. The Easement shall be used for the placement of the Artwork, and for the ingress and egress to Grantor's property for the purpose of installing, maintaining, repairing, operating, and exhibiting the Artwork and related facilities and structures. Grantee shall have the right to enter the property during: A) the Grantee's normal business hours of 8 a.m. to 5 p.m.; B) at all other times with the advance approval of the Grantor, and C) any time when an emergency that may impact public health, safety or welfare involved.
4. Type of Easement. The Easement shall be non-exclusive, except that Grantee shall have the exclusive right to install, maintain, repair, operate, and exhibit the Project Artwork and related facilities and structures within the Easement. Grantor shall not excavate, alter, or locate any structures or buildings within the Easement. Grantor may use the surface of the easement provided such use does not interfere with the Grantee's rights contained in this Agreement. Grantor shall not permit any other use or utilities to be located in the Easement without the written consent of the Grantee. The easement shall encumber the property until the Artwork is removed in accordance with Recital E. above.
5. Maintenance, Modification and Removal of the Artwork.
  - A. Grantee shall be responsible for maintaining and, if necessary, repairing the Artwork during the existence of the Easement.

B. Grantor shall be responsible for landscape and surface maintenance within the Easement.

C. Grantor shall not modify the Artwork or interfere with the appearance or artistic impression of the Artwork by placing obstructions on or in front of it, by erecting structures adjacent to, above or below the Artwork or by undertaking measures that would detract from enjoyment of the Artwork.

D. The Grantee may remove the Artwork from the property in accordance with Recital E. above. If the Grantee removes the Artwork from the property, the Grantee will restore the property to its original condition, normal wear and tear excepted.

6. Ownership of Artwork. Except as may be limited by the contract between the NIC and the Artist: A) The Grantee retains all ownership rights to the Artwork as an artistic work, including marketing, copyright, and exhibition rights; B) Grantor shall be entitled to include the Artwork in photographs, films or videotapes of its property to the extent that the Artwork is an incidental part of advertising for a business conducted by Grantor or a tenant of the Grantor in the building.

7. Binding Effect. The Easement shall run with the land and be binding upon and inure to the benefit of the Grantor and the Grantee, and their respective successors or assigns, and any person or entity acquiring any right, title or interest in the Easement Area.

8. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title and interest to grant the Easement to Grantee; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (c) Grantee's easement rights hereunder shall not be defeased, impaired and adversely affected by superior title. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

9. Relocation. Grantor or Grantee may relocate the Easement if prior written consent is obtained from the non-requesting party, which consent may be given or withheld in the non-requesting party's sole and absolute discretion. If either party desires to relocate the Easement and/or Easement Area, such party shall send a request to relocate the Easement and/or Easement Area, in writing, to the other party. The non-requesting party shall respond to such request to relocate, in writing, within 60 days of receiving such relocation request. If the parties agree to relocate the Easement and/or Easement Area, then this Agreement shall be amended to reflect same. Both Grantor and Grantee hereby acknowledge and agree that the party requesting the relocation shall be responsible for the



all costs and expenses, including reasonable attorneys' fees of the other party, incurred in connection with relocating the Easement and/or Easement Area.

10. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law.

11. Subordination. Grantor shall make reasonable attempts to obtain a subordination and non-disturbance agreement in a form reasonably acceptable to Grantee from WCDA and any other lienholders holding a lien against the Easement Property, subordinating such agreements of lien to this Agreement.

12. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out above (or to any other address that the receiving Party may designate from time to time in accordance with this Section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail in each case, return receipt requested, postage prepaid. Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

To Grantor: Grimshaw Investments, LLC  
Attn: Stephen L. Grimshaw  
Address: 39 E. 1<sup>st</sup> Street, Sheridan, WY 82801

To Grantee: City of Casper, Wyoming  
Attn: Community Development Director  
200 N. David St, Casper, WY 82601

13. Amendment. This Agreement may not be modified or amended, except in a writing signed by each party hereto.

14. 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.

15. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

16. 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.

17. Complete Agreement. This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

18. 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.

19. 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.

20. Severability. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

21. 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 termination or completion of the Agreement. The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:

Walter Truitt

ATTEST:

GRANTEE  
CITY OF CASPER, WYOMING


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

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

WITNESS:

GRANTOR  
Grimshaw Investments, LLC

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
\_\_\_\_\_  
Stephen L. Grimshaw  
Manager

STATE OF WYOMING        )  
  ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by Ray Pacheco as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

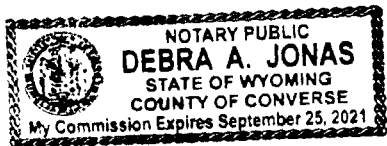
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 27 day of July, 2018, by Stephen L. Grimshaw as the Manager of Grimshaw Investments, LLC.

(Seal, if any)



Debra A. Jonas  
(Signature of notarial officer)

Notary Public  
Title (and Rank)

[My Commission Expires: 9-25-2021]

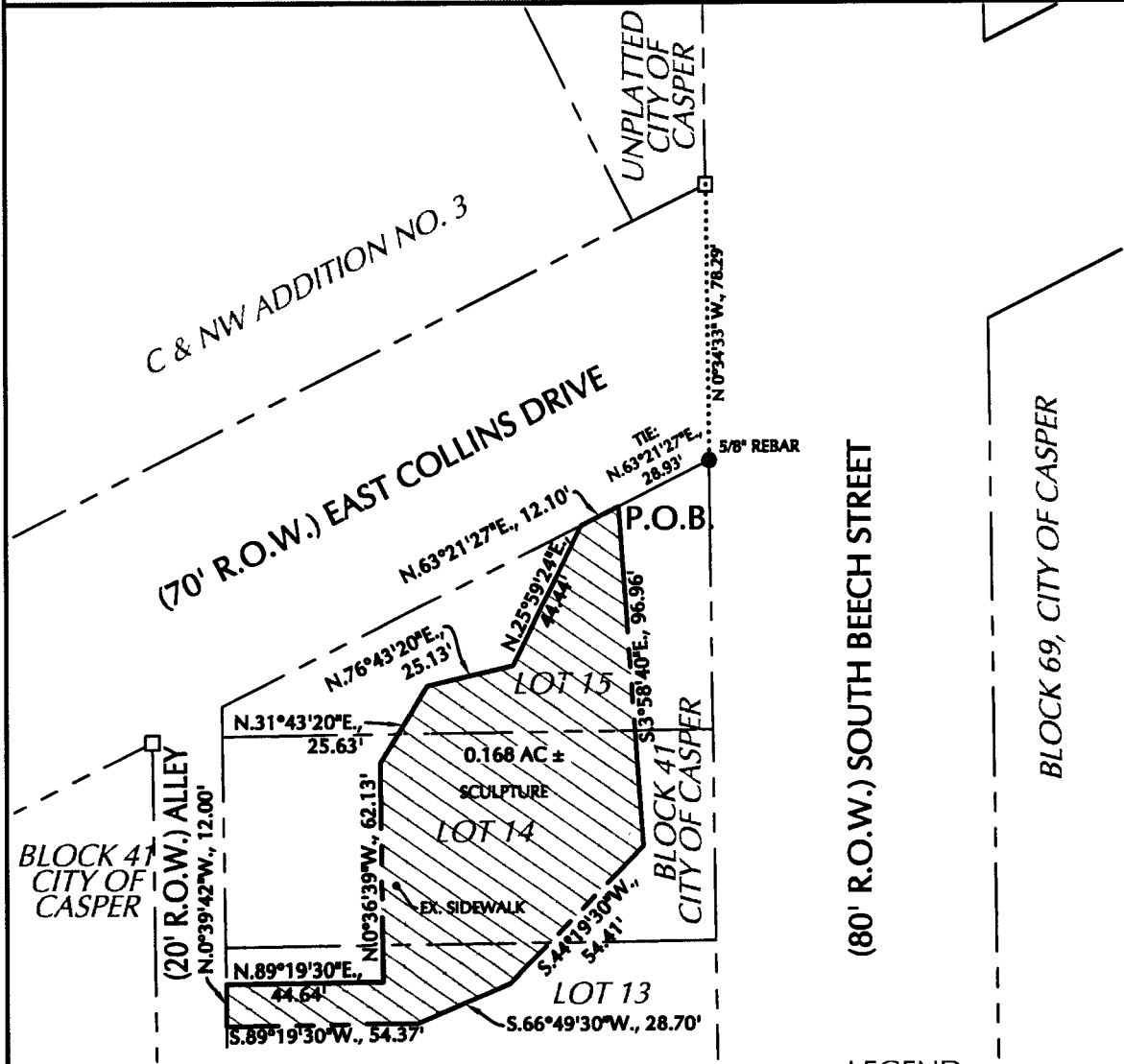
**EXHIBIT A  
(1 page attached)**

**LEGAL DESCRIPTION OF EASEMENT**

**LEGAL DESCRIPTION:**

A Parcel located in and being a portion of Lots 13, 14, and 15, Block 41, City of Casper, located in the NE1/4NE1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at a point in the northerly line of said Lot 15 from which the northeasterly corner thereof bears N.63°21'27"E., 28.93 feet; thence from said Point of Beginning, S.3°58'40"E., 96.96 feet; thence S.44°19'30"W., 54.41 feet; thence S.66°49'30"W., 28.70 feet; thence S.89°19'30"W., 54.37 feet to a point in the westerly line of said Lot 13; thence along the westerly line of said Lot 13, N.0°39'42"W., 12.00 feet; thence N.89°19'30"E., 44.64 feet; thence N.0°36'39"W., 62.13 feet; thence N.31°43'20"E., 25.63 feet; thence N.76°43'20"E., 25.13 feet; thence N.25°59'24"E., 44.44 feet to a point in the northerly line of said Lot 15; thence along the northerly line of said Lot 15, N.63°21'27"E., 12.10 feet to the Point of Beginning, and containing 0.168 acres more or less.



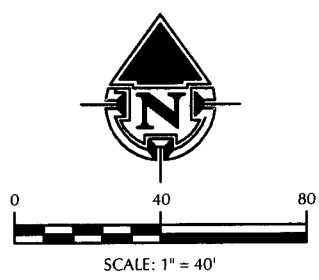
**NOTES**

1. BASIS OF BEARING: WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86
2. DISTANCES: U.S. SURVEY FOOT (GRID)

**LEGEND**

- RECOVERED ALUMINUM CAP
- RECOVERED CORNER AS NOTED

WO#: 10-38
DATE: 8/27/2012
PREPARED FOR: GRIMSHAW
DRAWN BY: J. SHANE
<b>EXHIBIT A</b>
A PARCEL LOCATED IN AND BEING A PORTION OF LOTS 13, 14, AND 15, BLOCK 41, CITY OF CASPER, NATRONA COUNTY, WYOMING.



**J.K.C. ENGINEERING**  
 5830 East 2nd Street • Casper Wyoming, 82609  
 Ph: (307)-265-4601 • Fax: (307)-265-4672

**EXHIBIT B**  
**(1 page attached)**

**ARTWORK PHOTO SHOWN AT ITS CURRENT LOCATION**





RESOLUTION NO. 18-181

A RESOLUTION AUTHORIZING A PUBLIC ART EASEMENT AGREEMENT AT THE SOUTHWEST CORNER OF BEECH AND COLLINS STREETS, LOTS 13-15, BLOCK 41, CITY OF CASPER ADDITION.

WHEREAS, the Wyoming Community Development Authority (WCDA), Nicolaysen Art Museum, the City of Casper Wyoming, and Grimshaw Investments, LLC collaborated to complete a public art project on the site of the former KC Apartments; and,

WHEREAS, the City of Casper needs an easement to allow access for ongoing maintenance and repair of the artwork; and,

WHEREAS, Grimshaw Investments, LLC, as owner of Lots 13-15, Block 41, Casper Addition, has agreed to grant to the City an easement for the public art under the mutual covenants, terms and conditions set forth in an Easement Agreement; and,

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 Public Art Easement Agreement between the City of Casper and Grimshaw Investments, LLC.

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

August 10, 2018

MEMO TO: J. Carter Napier, City Manager   
FROM: Liz Becher, Community Development Director   
SUBJECT: Resolution Approving a Replat Creating Mesa Addition No. 11, Lots 4A and 5A

Meeting Type & Date:  
Regular Council Meeting, August 21, 2018.

Action Type:  
Resolution.

Recommendation:  
That Council, by Resolution, approve the replat creating Mesa Addition No. 11, Lots 4A and 5A.

Summary:  
Wolf Creek Properties, Inc. is the applicant for the requested replat of three (3) lots to create a new two-lot subdivision. The subject property is zoned C-2 (General Business), and encompasses approximately a half acre in total. There is no minimum lot size in the C-2 zoning district, and the resulting lots are larger than exists under the current configuration. The subject property is being developed as a single-family residential development, which is a conforming and permitted use under C-2 (General Business) zoning.

The Planning and Zoning Commission reviewed the proposed vacation and replat at its July 19, 2018 public hearing. There were no public comments either for or against the case. The Planning and Zoning Commission voted to approve the replat and to forward a “do-pass” recommendation to the City Council.

As required by City Code and Wyoming State Statute, a legal notice was published in the Casper Star-Tribune for the Planning and Zoning Commission public hearing. Public notices were sent to all property owners within three hundred (300) feet of the subject property by First Class Mail, and the property was posted with an informational sign.

Financial Considerations:  
Not applicable.

Oversight/Project Responsibility: Craig Collins, AICP, City Planner.

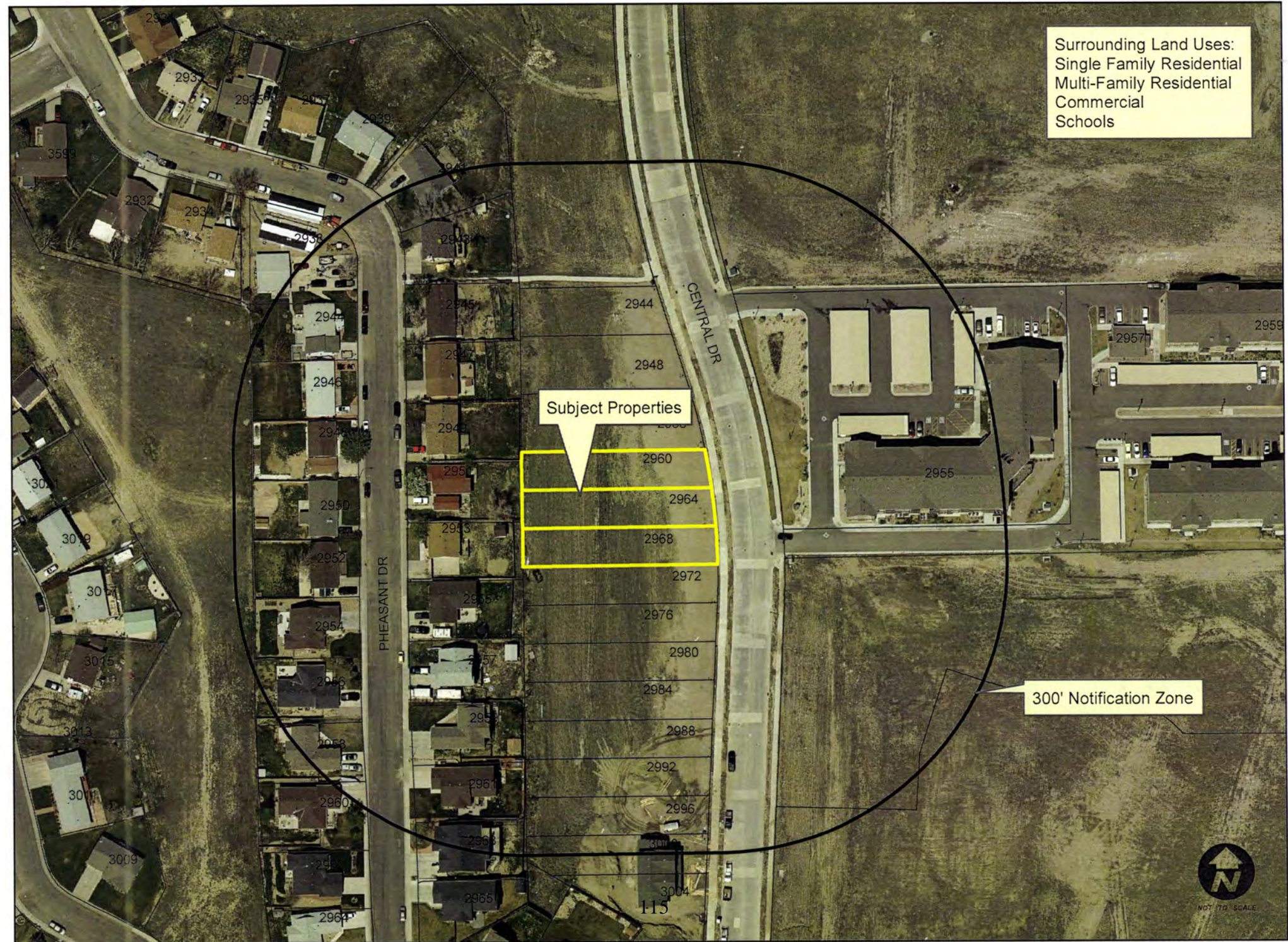
Attachments: Resolution  
Aerial Map  
Plat  
Subdivision Agreement

# Lots 4A and 5A Mesa Addition No. 9

Surrounding Land Uses:  
Single Family Residential  
Multi-Family Residential  
Commercial  
Schools

Subject Properties

300' Notification Zone





**MESA ADDITION NO. 11, LOTS 4A AND 5A  
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Wolf Creek Properties Inc, 550 South Poplar Street, Casper, Wyoming 82601 (“Owner”).

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for a vacation and replat of Lots 5-7 of Mesa Addition No. 9 to create “Mesa Addition No. 11, Lots 4A and 5A; and,
- C. A plat of Mesa Addition No. 11, Lots 4A and 5A (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

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

## 2.1 Surveying:

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

## 2.2 Construction Sequence:

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

## 2.3 Certification of Construction; Repair Obligations:

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

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

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

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

#### 2.4 Underground Utilities and Street Lights:

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

#### 2.5 Soils Analysis:

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

#### 2.6 Erosion Control Program:

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

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

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

## 2.7 Retaining Walls and Fences:

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

## 2.8 Water and Sewer:

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

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



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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

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

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

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

## SECTION 5 – GENERAL PROVISIONS

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

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

Wolf Creek Properties Inc  
Attn: Randall S. Hall, President  
550 South Poplar Street  
Casper, Wyoming 82601

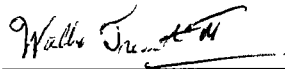
City of Casper  
Attn: Community Development Director  
200 North David  
Casper, WY 82601  
Fax: 307-235-8362

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

- i. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
  
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
  
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

---

Ray Pacheco  
Mayor

WITNESS:

OWNER  
WOLF CREEK PROPERTIES INC

By: Courtney Whipps

By: [Signature]

Printed Name: Courtney Whipps

Printed Name: Randall S. Hall

Title: New Construction Specialist

Title: President

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

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

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this 13<sup>th</sup> day of August, 2018, by Randall S. Hall, President, Wolf Creek Properties Inc.

(Seal, if any)



Courtney Whipps  
(Signature of notarial officer)

New Construction Specialist  
Title (and Rank)

[My Commission Expires: 3/23/19]



RESOLUTION NO.18-182

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 5-7 OF MESA ADDITION NO. 9 TO CREATE MESA ADDITION NO. 11, LOTS 4A AND 5A, AND THE ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, an application has been made to vacate and replat Lots 5-7 of Mesa Addition No. 9 to create "Mesa Addition No. 11, Lots 4A and 5A," comprising a half acre, more or less, and creating two (2) lots; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing, a motion recommending that the City Council approve said replat; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the replat as described above.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a subdivision agreement between the City and Wolf Creek Properties Inc.

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

August 2, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Andrew Beamer, P.E., Public Services Director  
Bruce Martin, Public Utilities Manager *BM*  
SUBJECT: Authorizing a Contract for Outside-City Water Service with Galles Stables

Meeting Type & Date

Regular Council Meeting  
August 21, 2018

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Contract for Outside-City Water Service with Galles Stables.

Summary

This contract provides Outside-City water service for a parcel of land located in the Allendale area. The property contains 152.03 acres and is located north of SE Wyoming Blvd and east of Allendale Blvd. The property is located adjacent to the East Casper Zone 3 water line that is currently under construction. Upon completion of the water line, the Owner will be able to obtain service from the new 16-inch water main.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary. The Public Utilities Advisory Board conceptually approved the contract at its July 25, 2018 meeting and has recommended Council approval.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution  
Agreement  
Commitment to Annex

## CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this \_\_\_\_ day of \_\_\_\_\_, 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 Galles Stables, 2425 E Yellowstone Highway, Casper, Wyoming 82609, hereinafter referred to as “Owner.”

### RECITALS

- A. Owner is the owner of certain land as described in Exhibit “A” being portions of the E1/2SW1/4 and SE1/4, Section 22, Township 33 North Range 79 West of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,
- B. Owner currently receives water service under the 1984 Allendale Outside City Water Service Agreement; and,
- C. Owner desires to obtain additional water services from City for such property as described in Exhibit “A”; and,
- D. Owner can connect by service line into the 16-inch water main located adjacent to the property; and,
- E. 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 one (1), 1-inch water service connection and meter to the property shown on Exhibit “A.” No other properties may be served from this connection.
  - c. The Owner shall install one, 1-inch water service line from the building 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 boxes 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 inside-City system investment charge for each connection (lot) to be served with water (as specified in the 1984 Allendale Agreement). 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 inside-City water service (as specified in the 1984 Allendale Agreement).

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 on Allendale Blvd. 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:

Owner Info  
Galles Stables  
2425 E Yellowstone Highway  
Casper, Wyoming 82609

City of Casper  
Attn: Public Services Director  
200 North David  
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.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Wallie Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Fleur D. Tremel  
City Clerk

Ray Pacheco  
Mayor

OWNERS:

Galles Stables  
2425 E Yellowstone Highway  
Casper, Wyoming 82609

Ronald J. Galles  
Ronald J. Galles

Elizabeth F. Galles  
Elizabeth F. Galles

The undersigned mortgagee for Galles Stables hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

NA  
MORTGAGEE

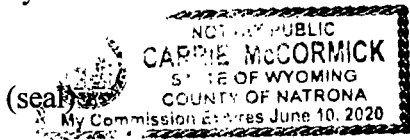
By: \_\_\_\_\_

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

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 26<sup>th</sup> day of July, 2018,  
by Ronald J. Galles.

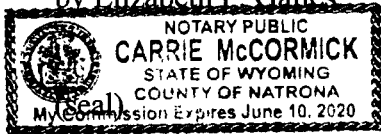


Carrie McCormick  
NOTARY PUBLIC

My commission expires: 6-10-20

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 26<sup>th</sup> day of July, 2018,  
by Elizabeth F. Galles



Carrie McCormick  
NOTARY PUBLIC

My commission expires: 6-10-20

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

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

(seal)

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

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

STATE OF WYOMING     )  
   ) ss.  
COUNTY OF NATRONA   )

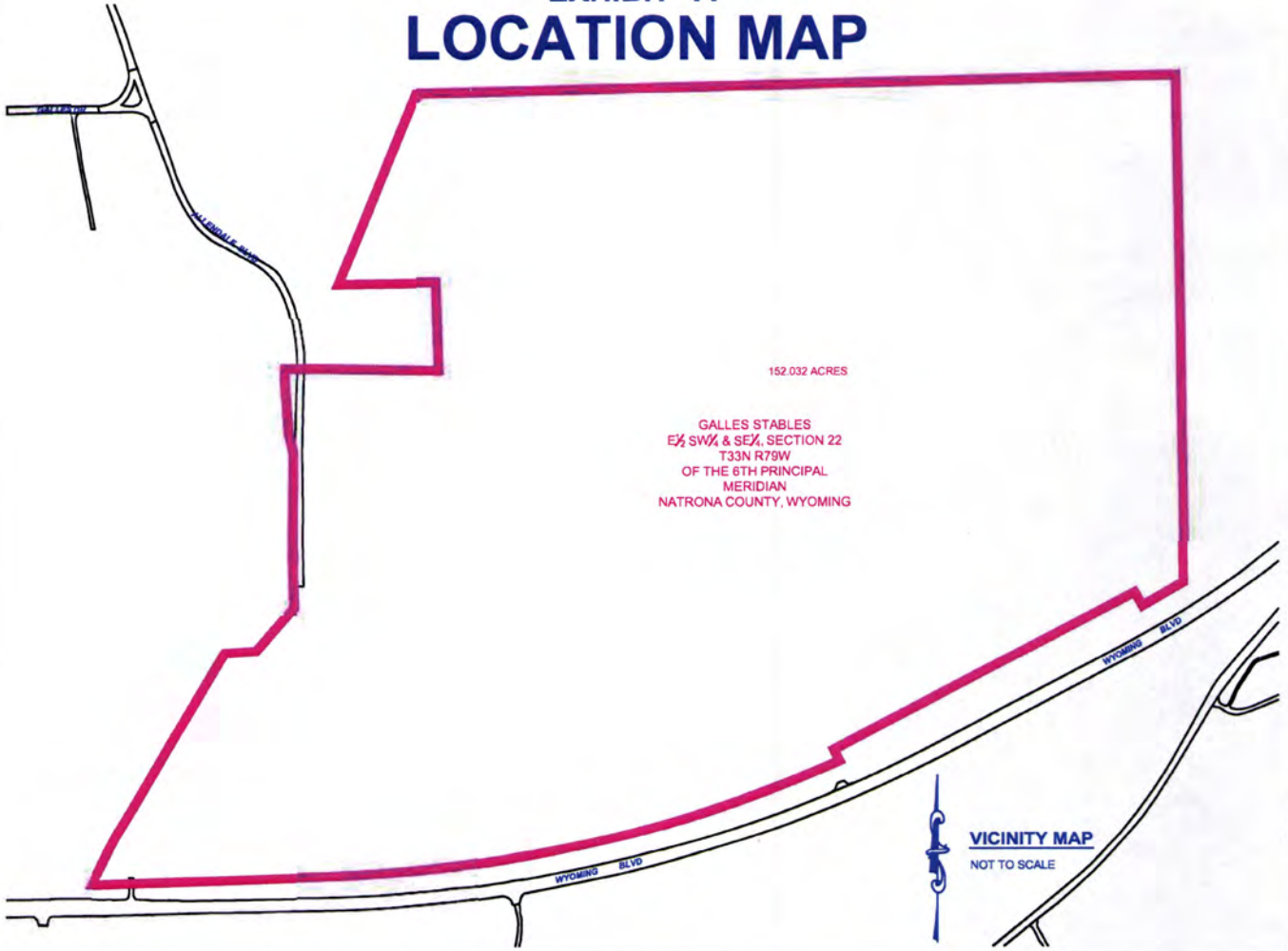
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by Ray Pacheco as the Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

(seal)

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

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

# EXHIBIT "A" LOCATION MAP



# VICINITY MAP

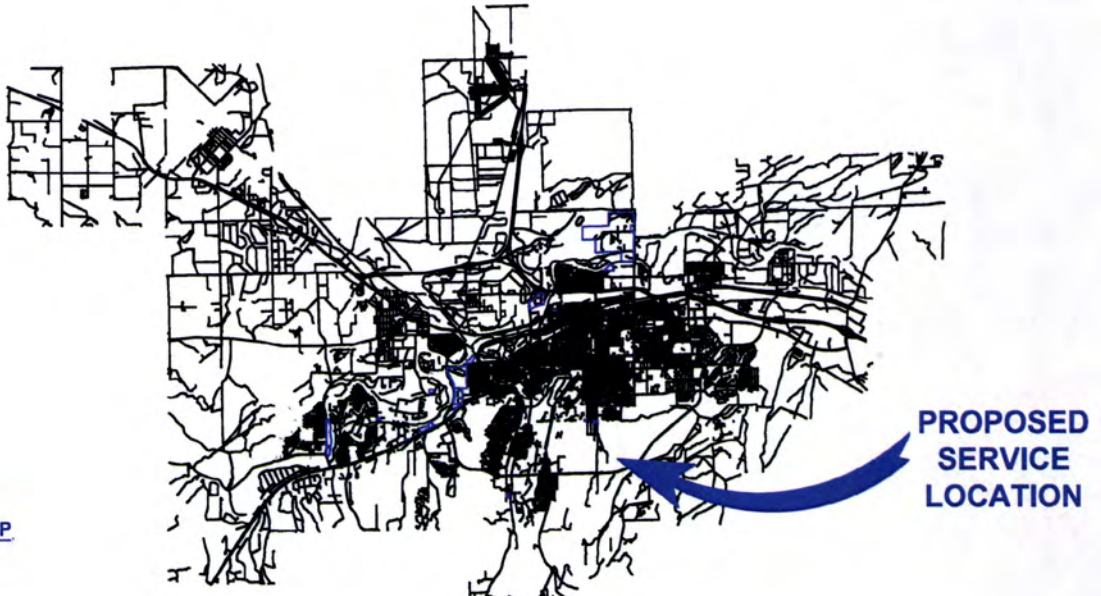


Exhibit "A"

GALLES STABLES  
ALLENDALE BOULEVARD  
CASPER, WY. 82601

Beginning at the northeasterly corner of the Parcel being described and also the northeasterly corner of said SE1/4, Section 22 and also the E1/4 corner of said Section 22; thence along the easterly line of said Parcel and SE1/4, Section 22, S.0°39'05"W., 1633.47 feet to the southeasterly corner of said Parcel and a point in and intersection with the northerly right-of-way line of Wyoming Boulevard; thence along the southerly line of said Parcel and the northerly right-of-way line of said Wyoming Boulevard, S.59°50'48"W., 138.95 feet to a point; thence N.28°42'48"W. , 50.00 feet to a point; thence S.63°39'35"W., 1093.40 feet to a point; thence S. 26°12'45"E., 39.26 feet to a point; thence along the arc of a true curve to the right, having a radius of 4483.88 and through a central angle of 22°33'57", southwesterly, 1765.97 feet to a point of tangency; thence N.89°40'16"W., 756.86 feet to the southwest corner of said Parcel ; thence along the westerly line of said Parcel, N.28°54'E., 198.86 feet to a point; thence N.33°08'E., 731.20 feet to a point; thence N.84°07'E., 95.70 feet to a point; thence N.38°51'E., 180.80 feet to a point; thence N.1°05'W., 162.50 feet to a point; thence N.1°44'24"W., 325.80 feet to a point; thence N.2°14'04"W., 128.77 feet to a point; thence N. 1°52'E., 141.82 feet to a point of curve; thence along the arc of a true curve to the left, having a radius of 289.28 feet and through a central angle of 68°55'05", northwesterly, 347.96 feet to a point of tangency; thence N.67°03'W., 171.71 feet to a point; thence N.19°35'W., 459.24 feet to a point; thence S.89°21' W., 423.36 feet to a point; thence S.0°48'26"W., 419.19 feet to a point; thence N.89°23'10"W., 49.88 feet to a point in and intersection with the westerly line of said E1/2SW1/4, Section 22; thence along the westerly line of said Parcel and E1/2SW1/4, Section 22, N.0°48'26" E., 467.99 feet to the northwesterly corner of said Parcel and the northwesterly corner of said E1/2SW1/4, Section 22; thence along the northerly line of said Parcel and E1/2SW1/4, Section 22, N.89°21'E., 527.41 feet to a point; thence S.19°35'E., 440.20 feet to a point; thence S.89°08'34"E., 33.00 feet to a point; thence

S.56°28'E., 134.80 feet to a point; thence S.65°37'E., 254.20 feet to a point; thence N.25°05'E., 675.53 feet to a point in and intersection with the northerly line of said SE1/4, Section 22; thence along the northerly line of said Parcel and SE1/4, Section 22, N.89°21'E., 2529.12 feet to the Point of Beginning and containing 154.471 acres, more or less, and EXCEPTING therefrom that certain Tract being described as follows: Beginning at a point of curve in the westerly line of the Parcel being described and from which point the northwesterly corner of said E1/2SW1/4, Section 22 bears N.51°21'W., 1307.6 feet; thence from said Point of Beginning and along the westerly line of said Parcel and along the arc of a true curve to the left, having a radius of 347.22 feet and through a central angle of 29°54'09", northwesterly, 181.21 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel, S.88°08'E., 418.17 feet to the northeasterly corner of said Parcel; thence along the easterly line of said Parcel, S.1°52'W., 275.00 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel, N.88°08'W., 374.24 feet to the southwestly corner of said Parcel; thence along the westerly line of said Parcel, N.1°52'W., 100.00 feet to the point of Beginning and containing 2.439 acres, leaving a net acreage of 152.032 acres for the Parcel described above.

**COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING**  
(Corporate/Partnership Form)

We, Galles Stables, Ronald J. and Elizabeth F. Galles, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**GALLES STABLES**  
**PT S1/2 SE: 22-33-79 8.68**  
**PT E1/2 NW: PT N1/2 NE: PT SW NE: 27-33-79 109.71**  
**ALLENDALE BOULEVARD**  
**CASPER, WYOMING NATRONA COUNTY**  
**PROPERTY AS DESCRIBED IN EXHIBIT "A"**

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 said Owner and Mortgagee, and their heirs, successors, and assigns forever.

Galles Stables  
AS OWNERS:

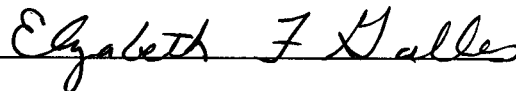
7-26-18  
Date

By: 

Name: Ronald J. Galles

Title: Owner

7-26-18  
Date

By: 

Name: Elizabeth F. Galles

Title: owner



\_\_\_\_\_ Date

\_\_\_\_\_ NA MORTGAGEE

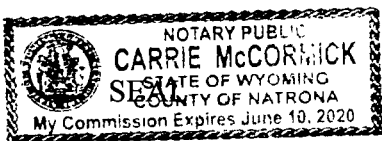
By: \_\_\_\_\_

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

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 26<sup>th</sup> day of July, 2018, by Ronald J. Galles, as Owner of Galles Stables.

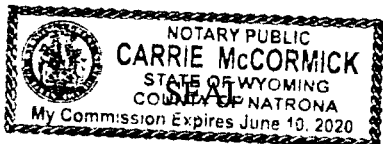


Carrie McCormick  
Notary Public

My commission expires: 6-10-20

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 26<sup>th</sup> day of July, 2018, by Elizabeth F. Galles, as owner of Galles Stables.



Carrie McCormick  
Notary Public

My commission expires: 6-10-20

STATE OF \_\_\_\_\_ )

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

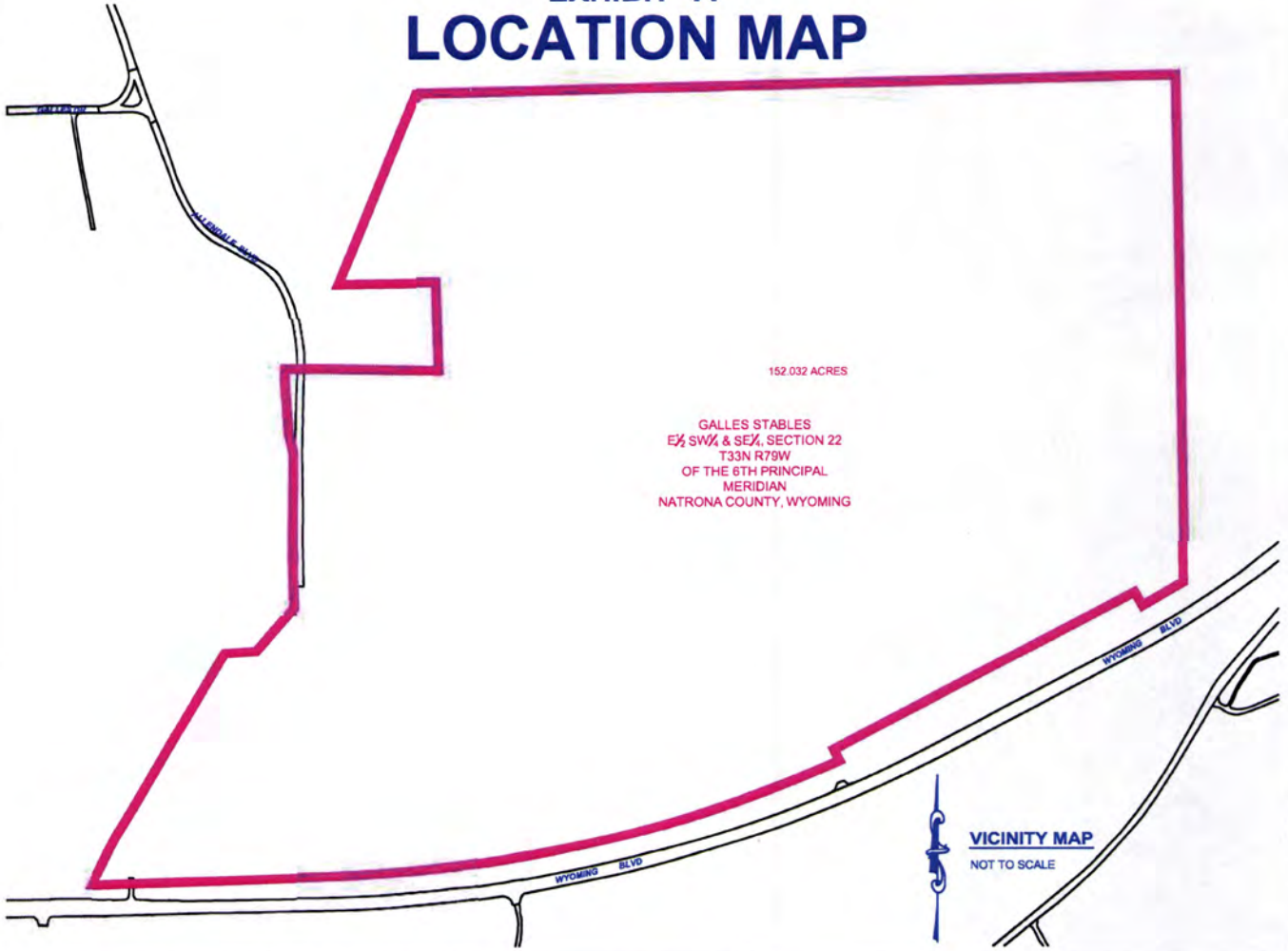
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2018, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, MORTGAGEE.

SEAL

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

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

# EXHIBIT "A" LOCATION MAP



# VICINITY MAP

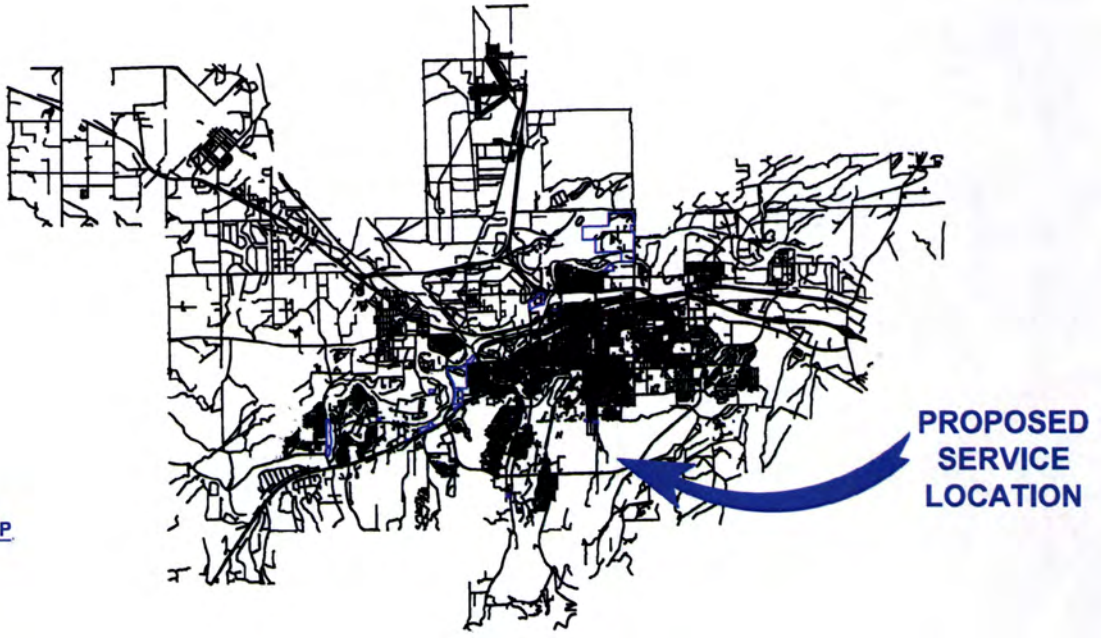


Exhibit "A"

GALLES STABLES  
ALLENDALE BOULEVARD  
CASPER, WY. 82601

Beginning at the northeasterly corner of the Parcel being described and also the northeasterly corner of said SE1/4, Section 22 and also the E1/4 corner of said Section 22; thence along the easterly line of said Parcel and SE1/4, Section 22, S.0°39'05"W., 1633.47 feet to the southeasterly corner of said Parcel and a point in and intersection with the northerly right-of-way line of Wyoming Boulevard; thence along the southerly line of said Parcel and the northerly right-of-way line of said Wyoming Boulevard, S.59°50'48"W., 138.95 feet to a point; thence N.28°42'48"W. , 50.00 feet to a point; thence S.63°39'35"W., 1093.40 feet to a point; thence S. 26°12'45"E., 39.26 feet to a point; thence along the arc of a true curve to the right, having a radius of 4483.88 and through a central angle of 22°33'57", southwesterly, 1765.97 feet to a point of tangency; thence N.89°40'16"W., 756.86 feet to the southwest corner of said Parcel ; thence along the westerly line of said Parcel, N.28°54'E., 198.86 feet to a point; thence N.33°08'E., 731.20 feet to a point; thence N.84°07'E., 95.70 feet to a point; thence N.38°51'E., 180.80 feet to a point; thence N.1°05'W., 162.50 feet to a point; thence N.1°44'24"W., 325.80 feet to a point; thence N.2°14'04"W., 128.77 feet to a point; thence N. 1°52'E., 141.82 feet to a point of curve; thence along the arc of a true curve to the left, having a radius of 289.28 feet and through a central angle of 68°55'05", northwesterly, 347.96 feet to a point of tangency; thence N.67°03'W., 171.71 feet to a point; thence N.19°35'W., 459.24 feet to a point; thence S.89°21' W., 423.36 feet to a point; thence S.0°48'26"W., 419.19 feet to a point; thence N.89°23'10"W., 49.88 feet to a point in and intersection with the westerly line of said E1/2SW1/4, Section 22; thence along the westerly line of said Parcel and E1/2SW1/4, Section 22, N.0°48'26" E., 467.99 feet to the northwesterly corner of said Parcel and the northwesterly corner of said E1/2SW1/4, Section 22; thence along the northerly line of said Parcel and E1/2SW1/4, Section 22, N.89°21'E., 527.41 feet to a point; thence S.19°35'E., 440.20 feet to a point; thence S.89°08'34"E., 33.00 feet to a point; thence

S.56°28'E., 134.80 feet to a point; thence S.65°37'E., 254.20 feet to a point; thence N.25°05'E., 675.53 feet to a point in and intersection with the northerly line of said SE1/4, Section 22; thence along the northerly line of said Parcel and SE1/4, Section 22, N.89°21'E., 2529.12 feet to the Point of Beginning and containing 154.471 acres, more or less, and EXCEPTING therefrom that certain Tract being described as follows: Beginning at a point of curve in the westerly line of the Parcel being described and from which point the northwesterly corner of said E1/2SW1/4, Section 22 bears N.51°21'W., 1307.6 feet; thence from said Point of Beginning and along the westerly line of said Parcel and along the arc of a true curve to the left, having a radius of 347.22 feet and through a central angle of 29°54'09", northwesterly, 181.21 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel, S.88°08'E., 418.17 feet to the northeasterly corner of said Parcel; thence along the easterly line of said Parcel, S.1°52'W., 275.00 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel, N.88°08'W., 374.24 feet to the southwesterly corner of said Parcel; thence along the westerly line of said Parcel, N.1°52'W., 100.00 feet to the point of Beginning and containing 2.439 acres, leaving a net acreage of 152.032 acres for the Parcel described above.

RESOLUTION NO.18-183

A RESOLUTION AUTHORIZING A CONTRACT FOR  
OUTSIDE-CITY WATER SERVICE WITH GALLES STABLES.

WHEREAS, Galles Stables has 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 Galles  
Stables, 2425 East Yellowstone Highway, Casper, Wyoming 82609.

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

August 2, 2018

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

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

SUBJECT: Authorizing a Contract for Outside-City Water Service with Ronald J. and Elizabeth F. Galles

Meeting Type & Date  
Regular Council Meeting  
August 21, 2018

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize a Contract for Outside-City Water Service with Ronald J. and Elizabeth F. Galles.

Summary  
This contract provides Outside-City water service for a parcel of land located in the Allendale area. The property contains 5.349 acres and is located north of SE Wyoming Blvd and west of Allendale Blvd. The property is located adjacent to the East Casper Zone 3 water line that is currently under construction. Upon completion of the water line, the Owner will be able to obtain service from the new 16-inch water main in Allendale Blvd.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary. The Public Utilities Advisory Board conceptually approved the contract at its July 25, 2018 meeting and has recommended Council approval.

Financial Considerations  
No financial considerations

Oversight/Project Responsibility  
Bruce Martin, Public Utilities Manager

Attachments  
Resolution  
Agreement  
Commitment to Annex

Ronald J. & Elizabeth F. Galles  
Contract for Outside-City Water Service

Page 1 of 1

## CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this \_\_\_\_ day of \_\_\_\_\_, 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 Ronald J. and Elizabeth F. Galles, 3332 Allendale Blvd., Casper, Wyoming 82601, hereinafter referred to as "Owner."

### RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A" being portions of the NE1/4SW1/4, Section 22, Township 33 North Range 79 West of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, with the address of 3332 Allendale, which is not within the corporate limits of the City of Casper; and,
- B. Owner currently receives water service under the 1984 Allendale Outside City Water Service Agreement; and,
- C. Owner desires to obtain additional water services from City for such property as described in Exhibit "A"; and,
- D. Owner can connect by service line into the 16-inch water main located in Allendale Boulevard; and,
- E. 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 one (1), 1-inch water service connection and meter to the property shown on Exhibit "A." No other properties may be served from this connection.
  - c. The Owner shall install one, 1-inch water service lines from the building 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 boxes 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 inside-City system investment charge for each connection (lot) to be served with water (as specified in the 1984 Allendale Agreement). 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 inside-City water service (as specified in the 1984 Allendale Agreement).

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 on Allendale Blvd. 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:  

Owner Info Ronald J. and Elizabeth F. Galles 3332 Allendale Blvd. Casper, Wyoming 82601	City of Casper Attn: Public Services Director 200 North David 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.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

*Walter Tremel*

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

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

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

OWNERS:

Ronald J. and Elizabeth F. Galles  
3332 Allendale Blvd.  
Casper, Wyoming 82601

*Ronald J. Galles*  
\_\_\_\_\_  
Ronald J. Galles

*Elizabeth F. Galles*  
\_\_\_\_\_  
Elizabeth F. Galles

The undersigned mortgagee for Ronald J. and Elizabeth F. Galles hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

*NA*  
\_\_\_\_\_  
MORTGAGEE

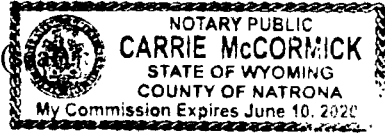
By: \_\_\_\_\_

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

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 26<sup>th</sup> day of July, 2018,  
by Ronald J. Galles.

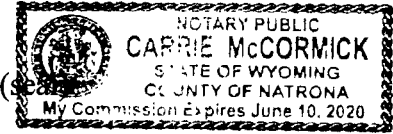


Carrie McCormick  
NOTARY PUBLIC

My commission expires: 6-10-20

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 26<sup>th</sup> day of July, 2018,  
by Elizabeth F. Galles.



Carrie McCormick  
NOTARY PUBLIC

My commission expires: 6-10-20

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

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

(seal)

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

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



STATE OF WYOMING     )  
  ) ss.  
COUNTY OF NATRONA    )

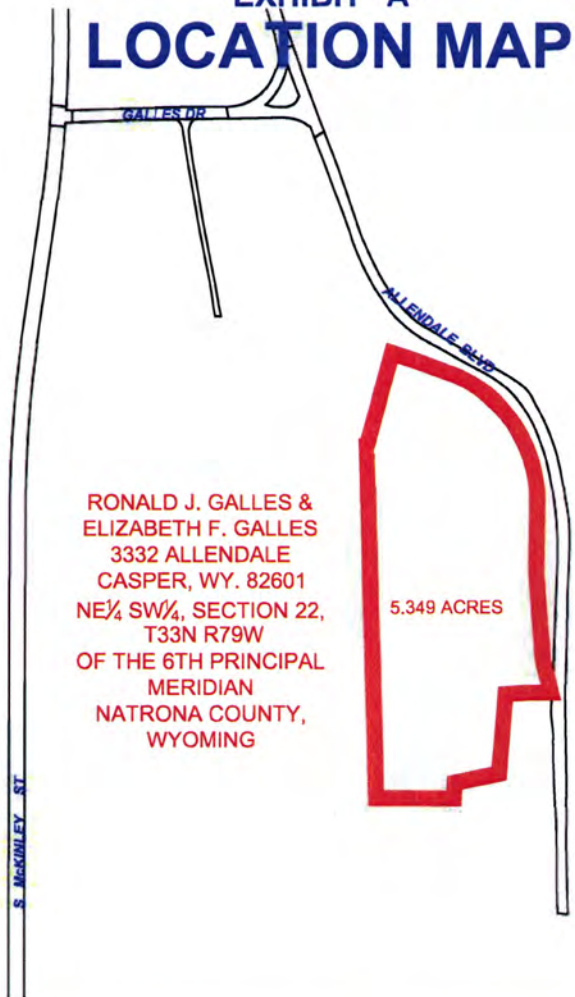
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by Ray Pacheco as the Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

(seal)

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

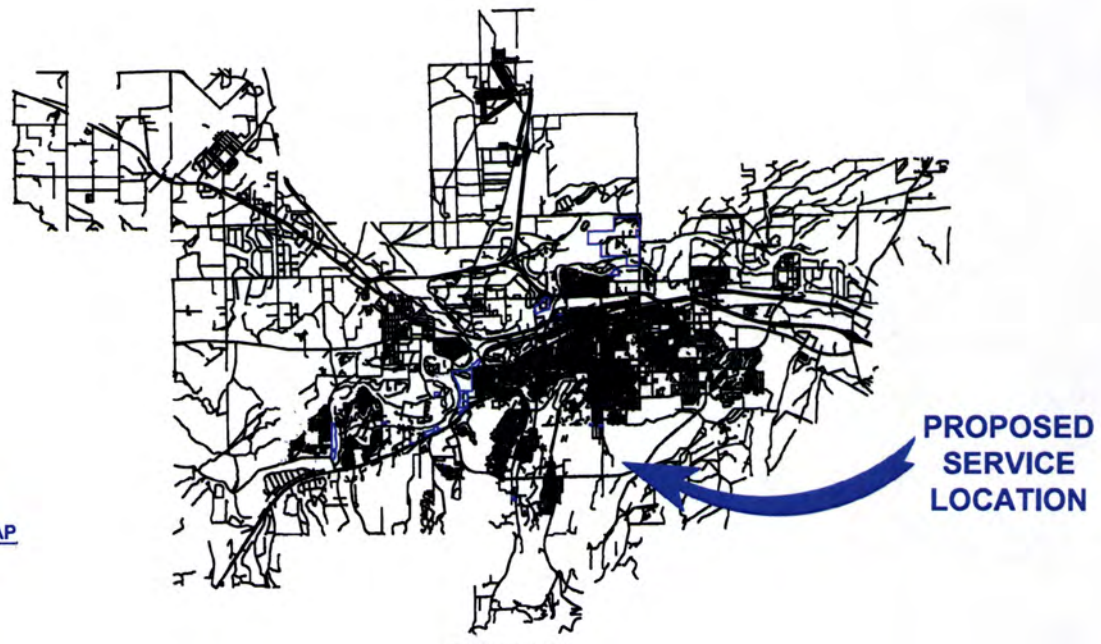
My commission expires: \_\_\_\_\_

# EXHIBIT "A" LOCATION MAP



 **VICINITY MAP**  
NOT TO SCALE

# VICINITY MAP



 **VICINITY MAP**  
NOT TO SCALE

Exhibit "A"

RONALD J. AND ELIZABETH F. GALLES  
3332 ALLENDALE  
CASPER, WY. 82601

A Parcel located in and being a portion of the NE1/4SW1/4, Section 22, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southwesterly corner of the Parcel being described and also a point in the southerly line of said NE1/4SW1/4, Section 22 and from which point the southwesterly corner of said NE1/4SW1/4, Section 22 bears S.89°10'14"W., 632,30 feet; thence from said Point of Beginning and along the westerly line of said Parcel and into said NE1/4SW1/4, Section 22, North, 656,28 feet to a point; thence N.17°22'00"E., 181.68 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel and the southerly line of Allendale Boulevard, S.66°32'14"E., 121.39 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 289.28 feet and through a central angle of 68°53'57", southeasterly, 347.86 feet to a point of tangency; thence along the easterly line of said Parcel, S.1°56'32"W., 141.80 feet to a point; thence S,2°10'03"E., 156.39 feet to a point; thence S.82°53'12"W., 84.66 feet to a point; thence S,2°48'47"W., 152.12 feet to a point; thence S.77°27'13"W., 84,64 feet to a point; thence S.0°52'01"W., 24.12 feet to the southeasterly corner of said Parcel and a point in and intersection with the southerly line of said NE1/4SW1/4, Section 22; thence along the southerly line of said Parcel and NE1/4SW1/4, Section 22, S.89°10'14"W., 168.15 feet to the Point of Beginning and containing 5.349 acres, more or less, as set forth by the plat attached and made a part hereof.

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

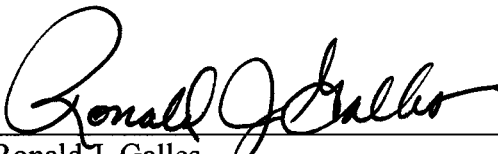
We, Ronald J. Galles and Elizabeth F. Galles, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**RONALD J. AND ELIZABETH F. GALLES**  
**3332 ALLENDALE BLVD**  
**CASPER, WYOMING NATRONA COUNTY**  
**PROPERTY AS DESCRIBED IN EXHIBIT "A"**


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.

7-26-18  
Date

  
Ronald J. Galles  
OWNER

7-26-18  
Date

  
Elizabeth F. Galles  
OWNER

\_\_\_\_\_  
Date

NA  
MORTGAGEE

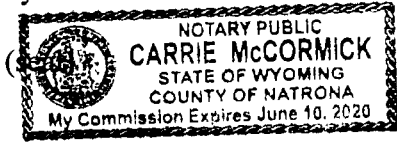
By: \_\_\_\_\_

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

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 26<sup>th</sup> day of July, 2018,  
by Ronald J. Galles.

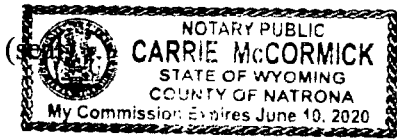


Carrie McCormick  
NOTARY PUBLIC

My commission expires: 6-10-20

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 26<sup>th</sup> day of July, 2018,  
by Elizabeth F. Galles.



Carrie McCormick  
NOTARY PUBLIC

My commission expires: 6-10-20

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

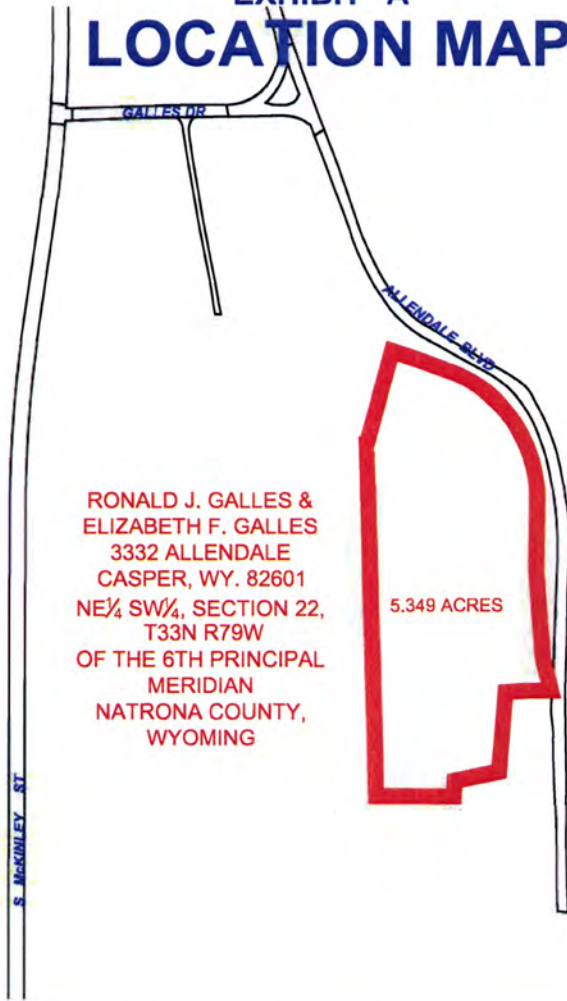
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, MORTGAGEE.

(seal)

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

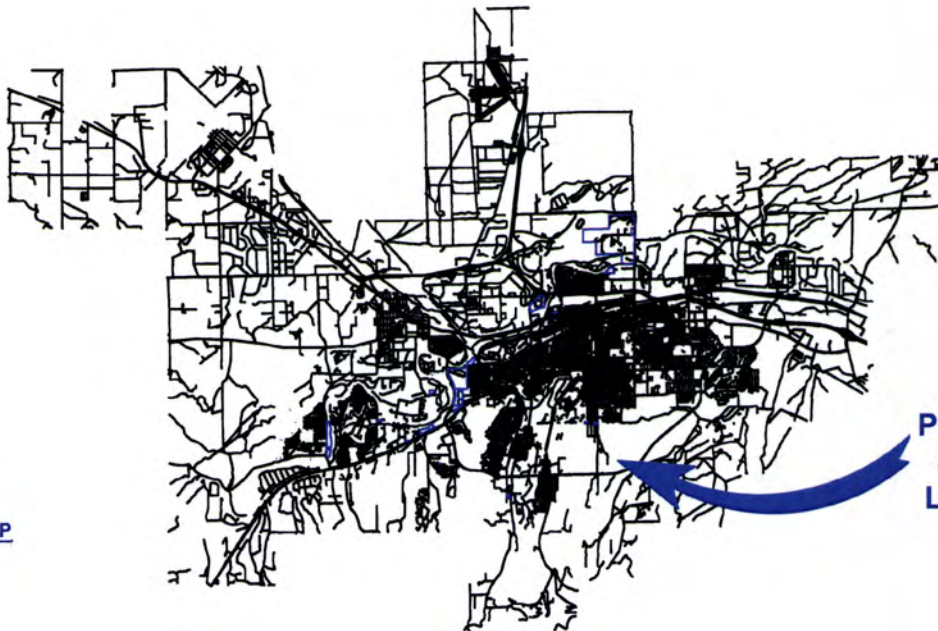
My commission expires: \_\_\_\_\_

# EXHIBIT "A" LOCATION MAP



 **VICINITY MAP**  
NOT TO SCALE

# VICINITY MAP



 **VICINITY MAP**  
NOT TO SCALE

Exhibit "A"

RONALD J. AND ELIZABETH F. GALLES  
3332 ALLENDALE  
CASPER, WY. 82601

A Parcel located in and being a portion of the NE1/4SW1/4, Section 22, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southwesterly corner of the Parcel being described and also a point in the southerly line of said NE1/4SW1/4, Section 22 and from which point the southwesterly corner of said NE1/4SW1/4, Section 22 bears S.89°10'14"W., 632,30 feet; thence from said Point of Beginning and along the westerly line of said Parcel and into said NE1/4SW1/4, Section 22, North, 656,28 feet to a point; thence N.17°22'00"E., 181.68 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel and the southerly line of Allendale Boulevard, S.66°32'14"E., 121.39 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 289.28 feet and through a central angle of 68°53'57", southeasterly, 347.86 feet to a point of tangency; thence along the easterly line of said Parcel, S.1°56'32"W., 141.80 feet to a point; thence S.2°10'03"E., 156.39 feet to a point; thence S.82°53'12"W., 84.66 feet to a point; thence S.2°48'47"W., 152.12 feet to a point; thence S.77°27'13"W., 84,64 feet to a point; thence S.0°52'01"W., 24.12 feet to the southeasterly corner of said Parcel and a point in and intersection with the southerly line of said NE1/4SW1/4, Section 22; thence along the southerly line of said Parcel and NE1/4SW1/4, Section 22, S.89°10'14"W., 168.15 feet to the Point of Beginning and containing 5.349 acres, more or less, as set forth by the plat attached and made a part hereof.

RESOLUTION NO. 18-184

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH RONALD J. AND ELIZABETH F. GALLES.

WHEREAS, Ronald J. and Elizabeth F. Galles have requested outside-City water service from the City of Casper; and,

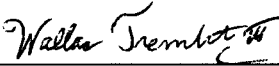
WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

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 Ronald J. and Elizabeth F. Galles, 3332 Allendale Boulevard, Casper, Wyoming 82601.

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



August 2, 2018

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

FROM: Andrew Beamer, P.E., Public Services Director  
Bruce Martin, Public Utilities Manager *BM*  
Clint Conner, Distribution Manager

SUBJECT: Authorizing a Procurement Agreement with Municipal Treatment Equipment in the amount of \$34,923, for one Storage Tank Mixer for use at the Golf Course water storage tank.

Meeting Type & Date  
Regular Council Meeting  
August 21, 2018

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize a Procurement Agreement with Municipal Treatment Equipment in the amount of \$34,923, for one Storage Tank Mixer for use at the Golf Course water storage tank.

Summary  
Water storage tanks, because of their inherent design, often are stratified with colder water at the bottom, and much warmer water at the top. This stratification leads to nitrification in the water storage tanks and water distribution system usually in the late summer and fall. Nitrification leads to the loss of chloramine residual in the system which could, if left unabated, lead to public health concerns. To minimize nitrification events, City staff spends a great deal of time water sampling, flushing water lines, and draining water storage tanks. Stratification also leads to ice buildup in the water storage tanks in the winter which damages tank coatings and roof structures.

In 2009, a nitrification control study was performed by CH2M Hill Consulting Engineers for the Central Wyoming Regional Water System (CWRWS) Joint Powers Board. The report made several recommendations including experimenting with the use of water storage tank mixers. Tank mixers will gently mix the water in the water storage tank throughout its depth in order to achieve a fully mixed tank. Incoming water with sufficient chloramine residual can combine with tank water with lower residual to keep the entire contents of the tank at an adequate chloramine residual concentration. Tank mixers by themselves will not stop nitrification events, but they will help.

During the past six years mechanical mixers have been installed in four of five CWRWS distribution water storage tanks and nine of eighteen City of Casper water storage tanks either by Staff or by Contractors during tank renovation projects. The mixers, along with changes made at the Water Treatment Plant, have reduced nitrification event intensity in the distribution system.

In 2010, Staff installed mechanical mixers from two different vendors to compare their performance. One was successful (a PAX submersible mixer); the other was not (a SolarBee floating mixer). The vendor of the floating mixer changed their design to a submersible mixer and exchanged the floating mixer for their new submersible mixer. That mixer has not performed as well as the PAX mixers and ice buildup remains an issue in that water storage tank. PAX Water Technology mechanical submersible mixers are now in seven RWS/Casper water storage tanks with good results. Other than small electrical usage, they have caused no maintenance expenditures.

SolarBee and PAX are the only two nationally recognized mechanical water storage tank mixer manufacturers, neither of which have distribution outlets within Wyoming. SolarBee is headquartered and distributed out of Dickenson, North Dakota and Municipal Treatment Equipment of Golden, Colorado is the exclusive representative for PAX equipment for the Colorado, Wyoming, and New Mexico area.

At its June 12, 2018 Work Session, Council authorized the Public Services Department to negotiate a sole source Procurement Agreement with Municipal Treatment Equipment.

Oversight/Project Responsibility

Clint Conner, Distribution Manager

Attachments

Resolution

Purchase Agreement with Exhibit "A"

## PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this 26 day of July, 2018, between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Municipal Treatment Equipment, Inc., 17301 West Colfax #105, Golden, Colorado 80401, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

### ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the attached Sales Proposal dated May 18, 2018, (Exhibit "A", pages 1 - 13 as modified). The Goods to be furnished are generally described as follows:

- One (1) PAX Water Mixer (PWM400 V3)
- One (1) Control Center Dry Assembly w/SCADA Compatibility
- One (1) Cable 130-Feet Long
- One (1) Tripod Assembly
- One (1) Long Bail Handle and Chain
- One (1) Tank Penetration Accessories
- One (1) Underwater Sealing Gland Assembly
- One (1) Design, Submittal, and Operation and Maintenance Manual

No installation, start up services, or training shall be provided. The Contractor will provide a start-up checklist.

### ARTICLE 2. ENGINEER.

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

### ARTICLE 3. POINT OF DELIVERY.

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

City of Casper Water Distribution Garage  
1600 Southwest Wyoming Blvd.  
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 by August 31, 2018.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) (\$100.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Thirty-Four Thousand Nine Hundred Twenty-Three Dollars (\$34,923.00). See Exhibit "A" - Sales Proposal dated May 18, 2018, pages 1 - 13 as modified. For clarification purposes, on Exhibit "A", starting on page 7, Item D – Terms of Payment/Price Validity, the rest of the document with strike-throughs (that is crossed out) is inapplicable to this Contract.

#### 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" - Sales Proposal dated May 18, 2018, pages 1 - 13 as modified.
- 9.3 Addenda, if applicable.
- 9.4 Certificate of Insurance.
- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.7 Procurement Specifications (Not Applicable for this Agreement).
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award (Pages na to na, inclusive).
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.12 Minutes of Pre-Bid meetings, if any.

## ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.

10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.

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

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

APPROVED AS TO FORM:

Walter Tremblay W

CONTRACTOR:

Municipal Treatment Equipment, Inc.  
17301 West Colfax #105  
Golden, Colorado 80401

ATTEST:

BY: Sandy Jackson  
SANDY JACKSON  
TITLE: SECRETRES

BY: Tim Rice  
TIM RICE  
TITLE: V.P.

OWNER:

CITY OF CASPER, WYOMING,  
A Municipal Corporation

ATTEST:

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

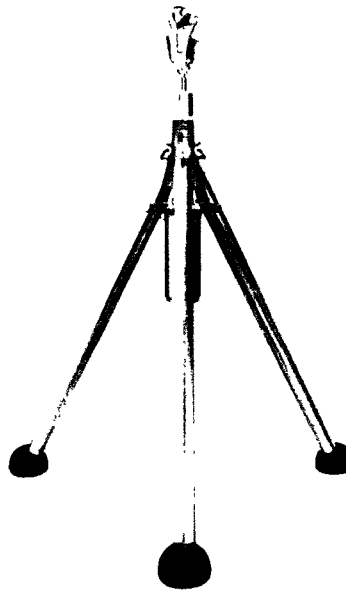
BY: \_\_\_\_\_  
Ray Pacheco  
Mayor

EXHIBIT "A"



**FIRM PROPOSAL**

**PAX PWM400 MIXER  
FOR  
CASPER, WY  
0.65MG GOLF COURSE TANK**



*PAX 400 SERIES MIXER*

**PAX Water Technologies, Inc.**  
Prepared on: December 22, 2017

**AUTHORIZED SALES REPRESENTATIVE**

Municipal Treatment Equipment (MTE)

Mike Glavan

17301 W. Colfax #105

Golden, CO 80401

T: (303) 619-7077

Email: [mglavan@municipaltreatment.com](mailto:mglavan@municipaltreatment.com)



## TABLE OF CONTENTS

Cover Letter	
Section 1:	Scope of Supply
Section 2	Proposal Acceptance
Section 3.	Terms and Conditions

**IMPORTANT NOTICE:** All the information in this Proposal or supplied in connection with this Proposal (including drawings, designs and specifications) (collectively, the "Information") is confidential and has been prepared for Buyer's use solely in considering the purchase of the goods and services described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.



May 18th, 2018

Clint Conner  
PO #350WD1216-01  
1500 Southwest Wyoming Blvd.,  
Casper, WY 82604

Re: PAX PWM400 Mixer for Casper, WY

Dear Clint,

Thank you for your interest in PAX Water Technologies, Inc., a UGSI Solutions company. We are pleased to provide a Proposal for a PAX PWM400 mixer for the 0.65MG Golf Course Tank. Our Proposal is based on the following design criteria:

Gallons of Stored Water, in Millions	65
Tank Diameter, in feet	48
Tank Height, in feet	48
Tank Type	Standpipe

The PAX PWM400 mixer is a submersible active mixing system for potable water storage tanks and reservoirs. When operated correctly, the PAX PWM400 mixer can rapidly eliminate thermal stratification, decrease ice formation, rapidly blend and distribute doses of residual disinfectant, and maintain uniform chemical and temperature conditions. Under some conditions, the mixing action can also reduce the rate of residual disinfectant loss and lower volatile disinfection byproduct levels inside the tank when used as part of an in-tank aeration system.

Installation of the PAX PWM400 mixer is very simple. The utility or contractor can perform the “wet-side” mixer installation while the tank is full by lowering the mixer into the tank access hatch using a stainless steel chain.

A detailed scope of work and firm price for the complete system is listed in Section 1 of this Proposal. Section 3 includes our standard Terms and Conditions. All pricing is based on the scope of work described in Section 1 and the Terms and Conditions in Section 3

The PAX line of water mixers offers many advantages, including:

- Eliminates thermal stratification, short-circuiting and “dead zones”
- Eliminates chemical stratification and residual loss
- Lowers surface water temperature and combats biofilm growth
- Reduces variability in water taste and odor
- Reduces nitrification risk in chloraminated water systems
- Lowers rate of disinfection by-product (DBP) formation
- Delivered and installed quickly, with minimal construction and installation cost
- Proven track record supported by years of successful operational experience

We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Mike Glavan at Municipal Treatment Equipment (MTE), or me at (970) 556-2001.

Thank you.



Sincerely,

Jeff Rhodes  
Regional Sales Manager

cc: David Haines, PAX Water Technologies, Inc  
Ivan Hartanto, PAX Water Technologies, Inc.

**SECTION 1**

**SCOPE OF SUPPLY  
PAX PWM400 MIXER**

- A. Scope of Work by PAX
- B. Scope of Work by Others
- C. Clarifications/Exceptions
- D. Terms of Payment/Price Validity
- E. Delivery
- F. Warranty

## A. SCOPE OF WORK BY PAX

The following equipment and services comprise our scope of work:

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
1.	<b>PWM400 V3 Mixer Wet Assembly</b> , including: <ul style="list-style-type: none"> <li>▪ Stainless steel 316 impeller designed to mix up to 9 million gallons of water</li> <li>▪ Passivated to minimize corrosion</li> <li>▪ The ability to function continuously regardless of tank cycles</li> <li>▪ 230V three phase ½ HP water-cooled motor provided by the PAX Control Center</li> </ul>	1
2.	<b>Control Center Dry Assembly with SCADA Compatibility</b> , including: <p><b>Nema 3R Enclosure:</b></p> <ul style="list-style-type: none"> <li>▪ Lockable and weather resistant</li> <li>▪ Overall weight of control center 50 lbs.</li> <li>▪ Green and Red LED Indicator lights to display motor status</li> </ul> <p><b>Motor Controller/VFD:</b></p> <ul style="list-style-type: none"> <li>▪ 115VAC single phase, rated to 0.5 HP</li> <li>▪ Operating temperature range -4 °F to 129 °F (-20 °C to 54 °C)</li> <li>▪ Manual speed control</li> <li>▪ Thermal shut-off protection built-in</li> <li>▪ Current overload protection built-in</li> <li>▪ 300mA trip level GFCI</li> </ul> <p><b>SCADA outputs included:</b></p> <ul style="list-style-type: none"> <li>▪ Digital Output signal indicating motor running</li> <li>▪ Digital Output signal indicating fault</li> <li>▪ Digital Input/Output signal for remote motor on/off</li> <li>▪ RS-485 or Dry Contact connections</li> </ul>	1
3.	<b>Cable 130 ft.</b> , including: <ul style="list-style-type: none"> <li>▪ Flat-jacketed 4 conductor</li> <li>▪ Molded 3 wire pump plug</li> </ul>	1
4.	<b>Tripod Assembly, PWM400</b> , including. <ul style="list-style-type: none"> <li>▪ Stainless steel 316 legs</li> <li>▪ Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor</li> <li>▪ Stainless steel knobs for tool-less installation</li> </ul>	1
5.	<b>Long Bail Handle &amp; Chain</b> <ul style="list-style-type: none"> <li>▪ Stainless steel 316 handle to deploy mixer in full tanks</li> </ul>	1
6.	<b>Tank Penetration Accessories</b> <ul style="list-style-type: none"> <li>▪ Stainless steel strain relief for 4 wire flat-jacketed cable</li> </ul>	1
7.	<b>Underwater Sealing Gland Assembly</b>	1

- |    |  |                 |
|----|--|-----------------|
| 8. | <b>Design Submittal and Operation &amp; Maintenance Manual as Follows,</b>   | Included        |
|    | <ul style="list-style-type: none"> <li>▪ Submittals: Qty. One (1) Hard Copy</li> <li>▪ O&amp;M Manual: Qty. One (1) Hard Copy</li> </ul> <p><i>Please notify us if an alternate quantity is required so that we can modify our Proposal accordingly.</i></p> |                 |
| 9. | <b>Ex Works, Richmond, CA with Full Freight Allowed to Jobsite, Casper, WY</b>   | Included        |
|    | <b>FIRM PRICE [ITEMS 1-9]</b>  | <b>\$34,923</b> |

**B. SCOPE OF WORK BY OTHERS**

1. Equipment unloading and installation.
2. All civil works and concrete pad for equipment.
3. Any underground or structural work.
4. Anchor bolts and seismic restraints.
5. Heat tracing and insulation of all interconnecting equipment.
6. Room ventilation, air conditioning or lighting.
7. Any video recording.
8. Electrical power to control panel.
9. Any electrical conduit runs.
10. Any tank recoating services, labor, or parts.
11. Any tank hatch penetrations.
12. All electrical conduit, wiring, electrical material, etc. between control panel, SCADA, etc.
13. All taxes, fees, lien waivers, bonds and licenses.
14. Any permitting or regulatory approvals.
15. Any items not explicitly listed under Scope of Work by PAX above.

**C. CLARIFICATIONS**

1. Installation inspection, start-up and operator training can be provided by a PAX representative for a mutually agreed fee if they are not included in PAX's Scope of Work above. Whether or not PAX is providing start-up services, PAX will provide a start-up checklist
2. If transaction is tax-exempt, please submit Tax Exemption Certificate to PAX.
3. PAX requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PAX will work with you to attempt to accommodate your scheduling needs. Contact the Service Department at (866) 729-6493 to schedule the onsite visit.
4. Once the on-site service has been scheduled, PAX requires a minimum of one (1) week notification in the event of a delay. Notice of delay received less than one (1) week prior to a scheduled site visit may result in a change fee.

**~~D. TERMS OF PAYMENT/PRICE VALIDITY~~**

- ~~Payment terms are 100% net 30 days after shipment of equipment.~~
- ~~Price valid for 90 days. PAX may reprice this Proposal thereafter or if delivery occurs more than 365 days after PAX receives a mutually agreed order.~~



# **PAX** Water Technologies

A UGSI SOLUTIONS COMPANY

## **E. DELIVERY**

- Submittals: 2 weeks after receipt of mutually agreed order
- Equipment Shipment: 2 weeks after approval of submittals

## **F. WARRANTY**

- PAX will warrant the equipment as set forth in its standard warranty included in the Terms and Conditions at Section 3 of this Proposal. The Warranty Period (as defined therein) for the PAX PWM400 mixer is 60 months.



**SECTION 2**

**PROPOSAL ACCEPTANCE**

- 1) This Proposal by PAX Water Technologies, Inc. ("Seller") is contingent upon the undersigned buyer ("Buyer") executing this Proposal, including without limitation agreeing to the terms and conditions contained in this Proposal.
- 2) Please return a signed copy of this Proposal to:  
 PAX Water Technologies, Inc.  
 860 Harbour Way South, Suite C  
 Richmond, CA 94804  
 Attn: Orders  
 Phone: (510) 550-7100  
 E-mail: [orders@paxwater.com](mailto:orders@paxwater.com)

Thank you for your interest in PAX. We are committed to meeting your expectations.

**Proposal Acceptance**

An authorized signature indicates Buyer's acceptance of this Proposal, including without limitation the Terms and Conditions in Section 3 below.

\_\_\_\_\_  
**Buyer's Name (printed)**

\_\_\_\_\_  
**Buyer's Authorized Signature**

\_\_\_\_\_  
**Date**





**SECTION 3**

**TERMS AND CONDITIONS**

1. **Applicable Terms.** These terms govern Seller's sale, and Buyer's purchase, of the products and/or services referred to in Seller's proposal or quotation (collectively, the "Products"). The front page of Buyer's purchase order (disregarding any reference to terms and conditions and any provisions that conflict herewith), if any, together with the description of the Products in Seller's proposal or quotation and these terms and conditions comprise the complete and exclusive agreement between the parties (the "Agreement") related to the purchase and sale of the Products. All prior communications, documents, negotiations and representations, if any, are merged herein. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All orders are subject to prior credit approval by Seller.

2. **Pricing.** The prices shall be: (a) as stated in Seller's proposal or order acknowledgment, or (b) if none are stated, Seller's standard prices in effect at the time of release for shipment.

3. **Payment.** Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller will become immediately due and payable without notice or demand. Buyer will pay 1½% interest per month, compounded monthly, on all amounts not received by the due date. Buyer hereby grants Seller a purchase money security interest in the Products until such time as Seller is fully paid. Buyer will assist Seller in taking action to perfect and protect Seller's security interest. Seller may make partial shipments, in which case, Buyer shall pay for each shipment in accordance with the terms hereof.

4. **Taxes, Shipping, Packing.** Except to the extent expressly stated otherwise in these terms or in Seller's proposal or quotation, prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges, and Buyer shall pay such amounts or reimburse Seller for any such amounts Seller pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs, and penalties arising out of same. Prices include the costs of Seller's standard domestic packing only. Any deviation from standard packing (domestic or export) shall result in extra charges. Any and all increases, changes, adjustments, or surcharges (including fuel surcharges) which may arise in connection with the freight charges, rates or classification included as part of this Agreement, shall be for the Buyer's account.

5. **Delivery.** Products shall be delivered F.O.B. Seller's point of shipment or Ex Works Seller's point of shipment if being delivered outside the United States. All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information from Buyer, including submittal approvals, if applicable, and all required commercial documentation. Seller will make a good faith effort to complete delivery of the Products on the date and to the location specified in writing by Buyer, but Seller assumes no liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or representatives, storage and all other additional costs and risks will be borne solely by Buyer. Any claims for Products damaged or lost in transit ("Transit Losses") must be made by Buyer to the carrier and reported to Seller within one business day following delivery to Buyer.

6. **Inspection and Acceptance.** Buyer will have seven days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to Transit Losses, and to notify



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Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven-day period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer will have no right to reject or revoke acceptance of the Products for any reason.

7. Returns and Cancellation. Buyer may not return custom engineered Products. Buyer may return other Products only with Seller's prior written approval, which may be withheld in Seller's sole discretion. Any authorized return will be subject to payment of a restocking charge and will be allowed only if the subject Product: (i) is in new condition, suitable for resale, and (ii) has not been used, installed, modified, altered or damaged. The restocking charge for authorized returns will be no less than (x) 25% of the purchase price, net of any freight charges included in the purchase price, plus (y) 100% of freight costs incurred by Seller. Buyer is responsible for the payment or reimbursement of return freight charges. Returns will be shipped F.O.B. Seller's location. Seller may, but will not be obligated to, treat any cancellation of an accepted order as an authorized return.

8. Force Majeure. Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, or any other cause beyond Seller's reasonable control.

9. Warranty. Seller warrants for the Warranty Period (as defined below) that each Product is free from defects in material and workmanship and conforms to Seller's specifications applicable to the Product. Seller's warranty is transferable during the Warranty Period to the initial end-user of the Product ("Owner"). Seller's warranty is conditioned on (i) Seller's verification of the alleged breach; (ii) the Product being stored, handled, installed, operated and maintained in accordance with Seller's instructions, (iii) no repairs, modifications or alterations being made to the Product other than by Seller or its authorized representatives, (iv) Buyer or Owner providing prompt written notice of any warranty claims within the Warranty Period, and (v) at Seller's discretion, Buyer or Owner either removing and shipping the Product or non-conforming part thereof to Seller, at Buyer's or Owner's expense, or Buyer or Owner granting Seller access to the Products at all reasonable times and locations to assess the warranty claims. Seller's warranty does not apply to software and does not cover damage due to (x) lightning, flood or other acts of nature or *force majeure* events, or failure of or inappropriate application of peripheral devices, including lightning or surge protectors, (y) installation by a person or entity other than Seller or Seller's authorized installation contractor, or (z) ordinary wear and tear. Lightning protection is recommended particularly in areas historically prone to lightning, and it is Buyer's or Owner's responsibility to properly select and install lightning protection in accordance with all applicable laws, codes and regulations.

Buyer's or Owner's sole remedy for any breach of Seller's warranty is limited to Seller's choice of repair or replacement of the Product, or non-conforming parts thereof F.O.B. jobsite, or refund of the purchase price for the subject Product or part. Seller reserves the right to provide new or reconditioned replacement Products or parts. The warranty on repaired or replaced Products or component parts is limited to the remainder of the original Warranty Period. The warranty includes labor to remove and reinstall repaired or replacement Products or components for a period of 120 days after shipment of the Product, provided that (a) the defective Product was originally installed, and the repaired or replacement Products will be installed, in accordance with Seller's guidelines in effect at the time of installation; and (b) labor of divers and labor required to drain the storage tank or reservoir is excluded. After such period, Buyer or Owner shall be responsible for (i) any labor required to remove or gain access to the Product so that Seller can assess the available remedies; and (ii) all costs of installation of repaired or replaced Products or component parts. If Seller determines that any alleged damage is not covered by this warranty, Seller will charge, and Buyer will pay, Seller's normal rates for any inspection or repair performed by Seller, and for any materials provided or used in connection therewith.

The "Warranty Period" applicable to each Product begins on the date of installation or three (3) months after shipment, whichever comes first, and continues for the period of time set forth below opposite the applicable Product.



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Mixers	Warranty Duration
PWM 100/150 (including Standpipe)	36 months
PWM 200 V1 (including Solar) and V2 PWM 400 V1 (including Solar) PWM 500 V1 and V2 PWM 600 V1 and V2	24 months
PWM 400 V3	60 months
All other Products	12 months

THE WARRANTY SET FORTH IN THIS SECTION IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND SELLER'S WARRANTY IS SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING SERVICES RENDERED, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES, AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

11 Remedies of Seller. Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein, (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. Seller's obligations under Section 9 hereof will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 beyond the Warranty Period provided therein. Seller's election of any remedy in the event of a default by Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.



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12. Equal Employment Opportunity. Seller is an equal opportunity employer. The parties shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) (relating to the notice of employee rights under federal labor laws), and these laws and regulations are incorporated herein by reference.

13. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, export, transfer, assignment, disposal, and use of the Products provided under this Agreement, including any export license requirements. Buyer agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. **BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.**

14. Miscellaneous. No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade, or failure to enforce any term will be used to modify the Agreement. Buyer acknowledges that it has not relied upon any letters of intent, agreements, promises, negotiations, statements or representations other than those expressly set forth in this Agreement and that no such extraneous document or other communication shall be of any force or effect. Buyer agrees and warrants that in entering into this Agreement, Buyer is relying solely upon the information contained in this Agreement and not in reliance upon any other information. If any of these terms is unenforceable, such term will be limited only to the extent necessary to make it enforceable, and all other terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any bond issued by Seller in connection with the sale of the Products shall remain in effect for a maximum of two (2) years after acceptance of the Products, and the only warranty, guaranty or Product performance obligations covered thereby shall be those at Section 9 above. Buyer covenants to return any such bond to Seller upon the earlier to occur of (x) the expiration of the Warranty Period, and (y) the expiration of the aforesaid two-year period. All Product performance obligations of Seller are contingent on the conditions of and within the tank in which the Products are installed being as specified by Seller and will be considered satisfied and discharged upon successful completion of the initial Product performance testing. **EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY**

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STANDARD  
PROCUREMENT GENERAL CONDITIONS

City of Casper

These Procurement General Conditions  
have been adapted from  
“Procurement General Conditions”  
EJCDC Document 1910-26-B, 1981 Edition  
(Approved by City Attorney, April, 1995)



## PROCUREMENT GENERAL CONDITIONS

### ARTICLE I - DEFINITIONS

Wherever used in these Procurement General Conditions or in the other Procurement Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding documents or the Procurement Documents.

Application for Payment - The form accepted by Engineer which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Procurement Documents.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price(s) for furnishing the Goods and Special Services.

\* Bonds - Bid and performance bonds and other instruments of security.

Change Order - A written order to Contractor signed by Owner authorizing an addition, deletion, or revision in the Goods or Special Services, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Procurement Agreement.

Contract Price - The monies payable by Owner to Contractor under the Procurement Documents as stated in the Agreement.

Contract Time - The total number of days or the dates stated in the Procurement Agreement for furnishing the Goods and Special Services.

Contractor - The person, firm, or corporation with whom Owner has entered into the Procurement Agreement.

Day - A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Defective - An adjective which when modifying the words Goods or Special Services refers to Goods or Special Services which are unsatisfactory, faulty, or deficient, or do not conform to the Procurement Documents, or do not meet the requirements of any inspection, reference standard, test, or approval referred to in the Procurement Documents.

Drawings - The drawings which show the character and scope of the Goods to be furnished and which have been prepared or approved by Engineer and are referred to in the Procurement Documents.

Effective Date of the Procurement Agreement - The date indicated in the Procurement Agreement on which it becomes effective, or if no such date is indicated, the date on which the Procurement Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer - The person, firm, or corporation named as such in the Procurement Agreement.

Engineer's Order - A written order issued by Engineer which clarifies or interprets the Procurement Documents or orders minor changes or alterations in the Goods or Special Services to be furnished but which does not involve a change in the Contract Price or the Contract Time.

Goods - All tangible personal property required to be furnished under the Procurement Documents.

Modification - (a) A written amendment of the Procurement Documents signed by both parties; (b) a Change Order; or, (c) an Engineer's Order. A modification may only be issued after the effective date of the Procurement Agreement.

Notice of Award - The written notice by Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Procurement Agreement.

\* Owner - The public body or authority, corporation, association, partnership, or individual with whom Contractor has entered into the Procurement Agreement.

Point of Delivery - The place designated in the Procurement Agreement where the Goods are to be delivered.

Procurement Agreement - The written agreement between Owner and Contractor covering the furnishing of the Goods, Special Services, and other services in connection therewith. Other Procurement Documents are attached to the Agreement and made a part thereof as provided therein.

Procurement Documents - The Procurement Agreement, Addenda (which pertain to the Procurement Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Procurement Agreement, the Bonds, these Procurement General Conditions, the Procurement Supplementary Conditions, the Specifications, the Drawings as the same are more specifically identified in the Procurement Agreement, together with all Modifications issued after execution of the Agreement.

Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for Contractor to illustrate some portion of Goods.

Special Services - Services to be furnished by Contractor at the construction site as required by the Procurement Documents.

Specifications - Those portions of the Procurement Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Goods and Special Services, and certain administrative details applicable thereto.

## ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

- \*2.1 When Contractor delivers the executed Procurement Agreements to Owner, Contractor shall also deliver to Owner such Bonds as Contractor may be required to furnish in accordance with Paragraph 4.1.

Commencement of Contract Time:

- 2.2 The Contract Time will commence to run on the effective date of the Procurement Agreement.

Schedules:

- 2.3 Contractor shall, within ten (10) days after the effective date of the Procurement Agreement, submit to Engineer preliminary schedules of progress, shop drawing submissions, tests, and deliveries as required by the Procurement Documents. No schedule which is required to be and has been accepted by Engineer will be changed by Contractor without notice to Engineer.

## ARTICLE 3 - INTENT OF PROCUREMENT DOCUMENTS

- 3.1 The Procurement Documents comprise the entire agreement between Owner and Contractor concerning the furnishing of the Goods and Special Services. The Procurement Documents may be altered only by a Modification.
- 3.2 The Procurement Documents are complementary; what is called for by one is as binding as if called for by all. If, during performance of the contract, Contractor finds a conflict, error, or discrepancy in the Procurement Documents, Contractor shall so report to Engineer in writing at once and shall obtain a written interpretation or clarification from Engineer before proceeding further; however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, or discrepancy in the Procurement Documents unless Contractor had actual knowledge thereof or should reasonably have know thereof.
- 3.3 All materials, equipment, and services that may reasonably be inferred from the Procurement Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe materials, equipment, or services, such works will be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard

specification, manual, or code in effect at the time of opening of Bids (or, on the effective date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provisions of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Procurement Documents) shall change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their agents, consultants, or employees from those set forth in the Procurement Documents. Clarifications and interpretations of the Procurement Documents shall be issued by Engineer as provided in Paragraph 9.2.

#### ARTICLE 4 - BONDS AND INSURANCE

##### Performance and Other Bonds:

- \*4.1 Contractor shall furnish a performance bond in an amount at least equal to the Contract Price (unless otherwise provided) as security for the faithful performance of all Contractor's obligations under the Procurement Documents. This Bond shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. Contractor shall also furnish such other Bonds as are required by the Procurement Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Procurement Supplementary Conditions and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- \*4.2 If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the state of the point of delivery or the surety ceases to meet the requirements of Paragraph 4.1, Contractor shall within five (5) days thereafter substitute another Bond and surety, both of which must be acceptable to Owner.

##### Property Insurance:

- 4.3 Unless otherwise provided in the Procurement Supplementary Conditions, Contractor shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by Owner at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism, and malicious mischief, collapse, water damage, and such other perils as may be provided in the Procurement Supplementary Conditions and as Contractor deems appropriate.

#### ARTICLE 5 - SHIPMENT AND DELIVERY OF THE GOODS

Shipment and delivery of the Goods shall be in accordance with this Article except as otherwise provided or specified.

- 5.1 All Goods will be delivered f.o.b. point of delivery with any visible damage reported within 48 hours. Contractor shall select the means and methods of transportation. All transportation charges, including but not limited to switching, trucking, lighterage and special handling will be paid by Contractor.
- 5.2 Contractor shall give Owner and Engineer at least fifteen (15) days' prior written notice of the date when the Goods will be ready for shipment and the manner of shipment. Such notice will include instructions concerning any special equipment or services required at the point of delivery to unload and care for the Goods. Contractor also shall require the carrier to give Owner not less than 24 hours notice by telephone of the anticipated hour of delivery.
- 5.3 Owner shall provide facilities for receipt and unloading of the Goods. If the point of delivery is a construction site, Owner shall provide the carrier reasonable access within the site to the point of delivery.
- 5.4 Contractor shall deliver the Goods to the point of delivery within a period of fifteen (15) days (the "delivery period") prior to expiration of the Contract Time for delivery specified in the Procurement Agreement.
  - 5.4.1 Owner will not be obligated to accept any delivery of goods not made within the delivery prior to or after the delivery period will be the responsibility of Contractor.
  - 5.4.2 Owner may by Change Order direct Contractor to ship to another point of delivery or to accelerate or postpone the delivery period. Owner shall be responsible for all additional expenses incurred by Contractor as a result of any such direction, including but not limited to charges for storage, reconditioning, handling, overtime, and insurance. If Contractor believes that any such direction justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in Article 11 or Article 12.
- 5.5 Owner, accompanied by Engineer, shall inspect the Goods upon delivery for the sole purpose of identifying the Goods and general verification of quantities in order to provide a basis for a progress payment. Such inspection will not be construed as final or as acceptance of any Goods not in conformance with the Procurement Documents. If, when delivered, there are apparent defects in the Goods (through damage or otherwise), Engineer will give prompt written notice thereof to Contractor. Contractor shall without cost to Owner correct the defect or replace the Goods with non-defective Goods. If Contractor does not do so promptly and to the satisfaction of Owner and Engineer, Owner may, upon Engineer's recommendation, accept delivery of the defective Goods and remedy the defect as appropriate with an appropriate reduction in the Contract Price as provided in Paragraph 13.8 instead of requiring removal or replacement. Owner may refuse to accept delivery of any Goods that are apparently defective. If there are no apparent defects, Owner shall accept delivery.
- 5.6 Notice of Owner's acceptance of delivery will be provided to Contractor by a receipted copy of the shipping documents or as otherwise provided.

## ARTICLE 6 - APPLICATIONS FOR PAYMENT

### Application for Progress Payments:

- 6.1 Contractor shall submit to Engineer for review Applications for Payment filled out and signed by Contractor and accompanied by such supporting documentation as is required by the Procurement Documents and also as Engineer may reasonably require. The first Application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all samples required by the Procurement Documents. The second Application for Payment will be submitted after delivery of the Goods has been accepted by Owner in accordance with Paragraph 5.5 and will be accompanied by a bill of sale and other documentation satisfactory to Owner warranting that Owner has received the Goods free and clear of all liens, charges, security interests, and encumbrances. Such documentation shall include releases and waivers from all parties who, during Contractor's performance under the Procurement Documents, might have obtained or filed any such lien, charge, security, or encumbrance. In the case of multiple deliveries of Goods, additional Applications for Payment will be submitted as Owner accepts delivery of additional items of the Goods.

### Review of Applications for Progress Payments:

- 6.2 Engineer will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  - 6.2.1 Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and samples have been reviewed and approved as required by the Procurement Documents and Contractor is entitled to payment of the amount recommended; but will not constitute a representation to Owner and Engineer has made any observation or inspection of the quality or quantity of the Goods.
  - 6.2.2 Engineer's recommendation of payment requested in the Application for Payment submitted upon Owner's acceptance of delivery of the Goods will constitute a representation by Engineer to Owner, based on Engineer's review of the Application for Payment and the accompanying data and Engineer's inspection of the Goods in accordance with Paragraph 5.5, that to the best of Engineer's knowledge, information and belief Engineer has identified the Goods listed in the Application for Payment and generally verified the quantities as being in accordance with the Procurement Documents, that on the basis of such limited inspection there are no apparent defects in the Goods, and that the Goods appear to be suitable for installation. Such recommendation will not constitute a representation that Engineer had made a final inspection of the Goods, that the Goods are free from defects, acceptable or in

conformance with the Procurement Documents or that Engineer has made any investigation as to Owner's title to the Goods.

- 6.2.3 Engineer may refuse to recommend that all or any part of a progress payment be made if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal necessary to protect Owner from loss because the Contract price has been reduced due to Modifications, Goods are found defective, or Contractor has failed to furnish acceptable Special Services.

Amount and Timing of Progress Payments:

- \*6.3 The amounts of the progress payments will be as provided in the Procurement Agreement. Owner shall within ten (10) days after receipt of each Application for Payment with Engineer's recommendation pay Contractor the amount recommended; but, in the case of the Application for Payment upon Owner's acceptance of delivery of the Goods, said ten (10) day period may be extended for so long as is necessary (but in no event more than twenty (20) days) for Owner to examine the bill of sale and other documentation submitted therewith. Owner shall notify Contractor promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

Final Inspection:

- 6.4 After all of the Goods have been incorporated into Owner's project, tested in accordance with such field tests as are specified, and apparently functioning as intended, Engineer will make final inspection and advise Owner and Contractor whether or not the Goods appear to be acceptable in accordance with the Procurement Documents. If not so acceptable, Engineer will identify the apparent defects in writing. Contractor shall immediately take such measures as are necessary to remedy all defects.

Final Application for Payment:

- 6.5 After Contractor has remedied all apparent defects to the satisfaction of Engineer, furnished all Special Services, and delivered all maintenance and operating instructions, schedules, guarantees, certificates of inspection, and other documents (all as required by the Procurement Documents) Engineer will issue to Owner and Contractor a notice of acceptability. Contractor may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Procurement Documents and such other data and schedules as Engineer may reasonably require.

\* Final Payment:

- \*6.6 If, on the basis of final inspection and review of the final Application for Payment and accompanying documentation, Engineer is satisfied that the Goods are in accordance with

the Procurement Documents, that Special Services have been furnished as required, and that Contractor's other obligations under the Procurement Documents have been fulfilled, Engineer will, within ten (10) days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 6.8 and present the Application to Owner. Otherwise, Engineer will return the Application to Contractor indicating the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall, within thirty (30) days after receipt thereof, pay Contractor the amount recommended by Engineer.

- 6.7 If, through no fault of Contractor, final incorporation of the Goods (or any component thereof) into Owner's project, the testing of the performance thereof as part of a functioning whole or the furnishing of Special Services is delayed by more than ninety (90) days (unless otherwise specified) after acceptance of delivery by Owner and if Engineer so confirms, Owner shall, upon receipt of an Application for Payment from Contractor and recommendation of Engineer and without terminating the Agreement, make payment for the Goods (or components) so accepted and Special Services furnished. If the remaining balance to be held by Owner for Goods and Special Services not yet furnished or accepted is less than the retainage stipulated in the Procurement Agreement, and if Bonds have been furnished as required in Paragraph 4.1, Contractor shall submit with such Application for Payment written consent of the surety to payment of the amount requested. Such payment will be made under the terms and conditions governing final payment, but will not constitute any waiver of claims.

Waiver of Claims:

- 6.8 The making and acceptance of final payment will constitute:

- 6.8.1 A waiver of all claims by Owner against Contractor, except claims arising from unsettled liens and claims, from defective Goods appearing after final inspection pursuant to Paragraph 6.4, from defects in Special Services appearing after final payment, or from failure to comply with the Procurement Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Procurement Documents; and,
- 6.8.2 A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Coordination:



7.1 Contractor shall competently and efficiently supervise and direct production of the Goods and furnishing of Special Services and coordinate all operations required to deliver the Goods and furnish Special Services. Contractor shall designate in writing to Owner and Engineer a person with authority to act on behalf of Contractor with respect to Contractor's obligations under the Procurement Documents, and all communications given to or received from that person will be binding on Contractor. Except as specifically provided in the Procurement Documents with respect to Special Services or otherwise, Contractor shall not be required to perform services at the site.

Material, Equipment, and Workmanship:

7.2 Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. Contractor shall, if required by Engineer, furnish satisfactory evidence as to the source, kind, and quality of materials and equipment incorporated in the Goods. Special Services will be performed by competent and qualified personnel.

Equivalent Goods:

7.3 Whenever materials or equipment are specified or described in the Procurement Documents by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by Engineer if sufficient information is submitted by Contractor to allow Engineer to determine that the material or equipment proposed is equivalent to that named. The procedure for review by Engineer will be as set forth in Paragraphs 7.3.1 and 7.3.2 as supplemented in the General Requirements.

7.3.1 Requests for review of substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to Engineer for acceptance thereof certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice the timely delivery of the Goods, whether or not acceptance of the substitute will require a change in any of the Procurement Documents to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the production of the Goods is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair, and replacement service will be indicated. Engineer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute. Engineer will be allowed a reasonable time within which to evaluate the proposed substitute and will be the sole judge of

acceptability, and no substitute will be ordered or installed without Engineer's prior written acceptance. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- 7.3.2 Engineer will record time required by Engineer and Engineer's consultants in evaluating substitutes proposed by Contractor and in making changes in the Procurement Documents occasioned thereby. Whether or not Engineer accepts a proposed substitute, Contractor shall reimburse Owner for the charges of Engineer and Engineer's consultants for evaluating proposed substitutes.

#### Patent Fees and Royalties:

7.4 Contractor shall pay all license fees and royalties and assume all costs incident to the use in the production of the Goods or the incorporation in the Goods of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Procurement Documents for use in producing the Goods and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Procurement Documents. Contractor shall indemnify and hold harmless Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights incident to the use in production of the Goods or incorporation therein of any invention, design, process, product, or device not specified in the Procurement Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

#### Taxes:

- 7.5 Not applicable.

#### Shop Drawings and Samples:

- 7.6 Contractor shall submit to Engineer in accordance with the accepted schedule of Shop Drawings submissions five (5) copies (unless otherwise specified) of all Shop Drawings, which will have been checked by and bear a specific notation or indication of approval of Contractor and be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and like information to enable Engineer to review the information as required.
- 7.7 Contractor shall also submit to Engineer with such promptness as to cause no delay in the timely production of the Goods, all samples required by the Procurement Documents. All samples will have been checked by and accompanied by a specific indication of approval of Contractor, and will be identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended.

- 7.8 At the time of each submission, Contractor shall in writing call Engineer's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Procurement Documents.
- 7.9 Engineer will review and approve with reasonable promptness Shop Drawings and samples, but Engineer's review and approval will be only for conformance with the design concept of the Goods and for compliance with the information given in the Procurement Documents. Such review and approval will not extend to design data reflected in Shop Drawings which is peculiarly within the special expertise of Contractor or any party dealing directly with Contractor. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and, if necessary, shall submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals. Contractor's submission of any Shop Drawing or sample bearing Contractor's approval shall constitute a representation to Owner and Engineer that Contractor assumes full responsibility for having determined and verified the design criteria, quantities, dimensions, installation requirements, materials, catalog numbers, and similar data and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Procurement Documents; however, it shall not be Contractor's primary responsibility to make certain that the Goods are in accordance with the requirements of applicable laws, ordinances, rules, or regulations.
- 7.10 When a Shop Drawing or sample is required by the Specifications, Contractor shall not commence production of any part of the Goods affected thereby until such Shop Drawing or sample has been reviewed and approved by Engineer.
- 7.11 Engineer's review and approval of Shop Drawings or samples will not relieve Contractor from responsibility for any deviations from the Procurement Documents unless Contractor has in writing called Engineer's attention to such deviation at the time of submission and Engineer has given written concurrence and approval to the specific deviation, nor will any concurrence or approval by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings.

**Continuing Performance:**

- 7.12 Contractor shall continue performance of the contract during all disputes or disagreements with Owner. No production of Goods will be delayed or the timely delivery of Goods or furnishing of Special Services be prejudiced, delayed, or postponed pending resolution of any disputes or disagreements, except as Contractor and Owner may otherwise agree in writing.

**Access to Goods in Production:**

- 7.13 Contractor shall provide Engineer, Engineer's representatives, and other representatives of Owner, testing agencies, and governmental agencies with jurisdictional interests proper and

safe access to Goods in the process of production at reasonable times as is necessary for the performance of their functions in connection with the Procurement Documents.

#### ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1 Owner shall issue all communications to Contractor through Engineer.
- 8.2 Owner shall furnish the data required of Owner under the Procurement Documents promptly and shall make payments to Contractor when due.
- 8.3 In connection with Owner's rights to order changes in accordance with Article 10, Owner is obligated to execute Change Orders.
- 8.4 Owner's responsibility in respect of accepting delivery of the Goods is set forth in Paragraph 5.5.
- 8.5 Owner shall provide Contractor, Contractor's representatives, testing agencies, and other governmental agencies with jurisdictional interests, proper and safe access to the site at reasonable times as is necessary for performance of their functions in connection with the procurement contract.

#### ARTICLE 9 - ENGINEER'S STATUS

Owner's Representative:

- 9.1 Engineer will be Owner's representative. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative are set forth in the Procurement Documents and will not be extended without written consent of Owner and Engineer and written notice to Contractor.

Clarifications and Interpretations:

- 9.2 Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Procurement Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Procurement Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Goods:

- 9.3 Engineer will have authority to disapprove or reject Goods or Special Services which are defective.

Decisions on Disputes:

- 9.4 Engineer will be the initial interpreter of the requirements of the Procurement Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes, and other matters relating to such acceptability or the interpretation of the requirements of the Procurement Documents pertaining to Contractor's performance and claims under Articles 11 and 12 in respect of Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute, and other matter shall be delivered by the claimant to Engineer and the other party to the Agreement within fifteen (15) days after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within forty-five (45) days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. In his capacity as interpreter and judge, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.
- 9.5 The rendering of a decision by Engineer pursuant to Paragraph 9.4 with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 6.8) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Procurement Documents or by law in respect of any such claim, dispute, or other matter.

Visits to Contractor's Facilities:

- 9.6 Engineer will not make visits to Contractor's facilities where the Goods are being produced to observe production, inspection, or testing of the Goods except as otherwise specified in the Procurement Documents.

Limitations on Engineer's Responsibilities:

- 9.7 Neither Engineer's authority to act under these Procurement General Conditions or elsewhere in the Procurement Documents nor any decision made by Engineer in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor or any of Contractor's agents or employees or any other person furnishing materials or equipment for incorporation of the Goods or furnishing services incidental thereto.
- 9.8 Whenever in the Procurement Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of Engineer, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the Goods and Special Services for compliance with the Procurement Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that Engineer shall have authority to supervise or direct any of Contractor's operations or activities.

- 9.9 Engineer will not be responsible for Contractor's failure to produce and deliver the Goods and furnish Special Services in accordance with the Procurement Documents, nor will Engineer be responsible for any acts or omissions of Contractor or any other persons furnishing or delivering any Goods, furnishing Special Services, or performing other services in connection therewith.

#### ARTICLE 10 - CHANGES IN THE GOODS OR SPECIAL SERVICES

- 10.1 Without invalidating the Agreement, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Goods or furnishing of Special Services; these changes will be authorized by Change Orders. Upon receipt of a Change Order, Contractor shall proceed on the basis of the change involved. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.
- 10.2 Engineer may authorize minor changes in the Goods or Special Services not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These minor changes may be accomplished by an Engineer's Order and will be binding on Owner, and also on Contractor who shall perform the change promptly. If Contractor believes that an Engineer's Order justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in Article 11 or Article 12.
- 10.3 Changes made in the Goods or Special Services without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time, except as provided in Paragraph 10.2.
- 10.4 Owner shall execute appropriate Change Orders prepared by Engineer covering changes which are required by Owner, or because of any other claim of Contractor for a change in the Contract Time or the Contract Price which is recommended by Engineer.
- 10.5 If notice to the surety of any change in the contract is required by the provisions of any Bond, the giving of such notice will be Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

#### ARTICLE 11 - CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for furnishing the Goods, Special Services, and performing other services in connection therewith. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a Change Order or written amendment. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner and Engineer within fifteen (15) days of occurrence of the event giving rise to the

claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) Days after such occurrence unless Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by Engineer if Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

#### ARTICLE 12 - CHANGE OF CONTRACT TIME

- 12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner and Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if a claim is made therefor as provided in Paragraph 12.1. Such delays shall include, but not be limited to, acts of neglect by Owner, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, governmental procedures, or acts of God.
- 12.3 All time limits stated in the Procurement Documents are of the essence of the Procurement Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

#### ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE

Contractor's Continuing Obligation; Warranties, Guarantees:

- 13.1 Contractor's obligation to furnish the Goods and Special Services and to perform other services in connection therewith in accordance with the Procurement Documents is absolute, and Contractor warrants and guarantees to Owner and Engineer that all Goods, Special Services, and other services will be in accordance with the Procurement Documents and free from defects. Prompt notice of all observed defects will be given to Contractor.
- \*13.2 Neither recommendation of any progress or final payment by Engineer, nor any payment by Owner to Contractor under the Procurement Documents, nor any use of the Goods by Owner, nor any act of acceptance by Owner, nor any failure to do so, nor the issuance of a notice of acceptability by Engineer pursuant to Paragraph 6.5, nor any correction of defective Goods or Special Services by Owner will constitute an acceptance of Goods, Special Services, or other services not in accordance with the Procurement Documents or a release of Contractor's obligation to furnish the Goods, Special Services, and other services in

accordance with the Procurement Documents, except as otherwise provided in Paragraph 6.8.1.

Tests and Inspections:

- 13.3 Contractor shall give Engineer timely notice of readiness of the Goods for all those inspections, tests, or approvals which the Procurement Documents specify are to be observed by Engineer or another party prior to Owner's acceptance of delivery. Owner will give Contractor timely notice of all tests, inspections, and approvals of the Goods called for by the Procurement Documents which are to be conducted at the site after such acceptance and prior to final payment.

Remedying Defective Goods:

- 13.4 If at any time after Owner's acceptance of delivery under Paragraph 5.5, and before expiration of the correction period under Paragraph 13.5, Owner or Engineer determines that the Goods are defective, Contractor shall, upon written notice from and as required by Engineer, either correct the defects or remove the Goods and replace them with non-defective Goods. If Contractor does not do so promptly and to the satisfaction of Owner and Engineer, Owner may, upon Engineer's recommendation, accept the defective Goods instead of requiring correction or removal and replacement.
- 13.5 If Contractor fails to take action as required by Engineer in accordance with Paragraph 13.4, Owner may, after ten (10) days' written notice to Contractor, remedy any such deficiency instead of requiring removal or replacement. In an emergency where delay would cause serious risk of loss or damage, Owner may take such action without notice to or waiting for action by Contractor.

Correction Period:

- 13.6 Contractor's responsibility for remedying all defects in the Goods will extend for a period of one (1) year after the earlier of the date on which Owner has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Procurement Documents or by any specific provisions of the Procurement Documents.

Remedying Defective Special Services:

- 13.7 If, at any time Engineer notifies Contractor in writing that any of the Special Services are defective, Contractor shall promptly provide acceptable services. If Contractor fails to do so, Owner may obtain the Special Services elsewhere.

Costs of Remedying Defects:

- 13.8 All direct, indirect, and consequential costs of correcting, removing, and replacing defective Goods or of obtaining Special Services elsewhere and of exercising Owner's rights and



remedies under Paragraphs 5.5 and 13.4 through 13.7, inclusive, will be charged against Contractor in an amount verified by Engineer; and, if incurred prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Procurement Documents and a reduction in the Contract Price, or if incurred after final payment, an appropriate amount will be paid by Contractor to Owner. Such direct, indirect, and consequential costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Goods, or property of Owner or others destroyed or damaged by correction, removal, or replacement of defective Goods. Contractor will not be allowed an extension of the Contract Time because of any delay in performance attributable to the exercise by Owner of Owner's rights and remedies under this paragraph. Contractor will be granted 30 days to complete and provide a product in working order.

#### ARTICLE 14 - SUSPENSION, CANCELLATION, AND TERMINATION

##### Owner May Suspend:

- 14.1 Owner may, at any time and without cause, suspend production of the Goods or any portion thereof or the furnishing of Special Services or other services for a period of not more than ninety (90) days by notice in writing to Contractor and Engineer. Upon fifteen (15) days' written notice from Owner, Contractor shall resume performance. Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore as provided in Articles 11 and 12.

##### Owner May Cancel:

- 14.2 Owner may, at any time without cause, upon ten (10) days' written notice to Contractor, cancel all or any part of the undelivered Goods or unfurnished Special Services and shall pay Contractor reasonable cancellation charges.

##### Owner May Terminate:

- 14.3 Upon the occurrence of any one or more of the following events:
- 14.3.1 If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
  - 14.3.2 If a petition is filed against Contractor under any chapter of said Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
  - 14.3.3 If Contractor makes a general assignment for the benefit of creditors;

- 14.3.4 If a trustee, receiver, custodian, or agent of Contractor is appointed under applicable law, or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
- 14.3.5 If Contractor admits in writing an inability to pay its debts generally as they become due; or,
- 14.3.6 A breach by Contractor in any substantial way of any provision of the Procurement Documents and such breach continues for a period of fifteen (15) days after written notice to correct the breach from Owner to Contractor.

Owner may, after giving Contractor and the surety ten (10) days' written notice and to the extent permitted by law, terminate the service of Contractor. In such case, Contractor shall not be entitled to receive any further payment until all Goods are provided and Special Services and other services furnished in accordance with the Procurement Documents. If the unpaid balance of the Contract Price exceeds the direct, indirect, and consequential costs to OWNER of such termination (including compensation for additional professional services), such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner will be approved as to reasonableness by Engineer and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price.

- 14.4 Where Contractor's services have been so terminated by Owner, the transaction will not affect any rights and remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by Owner will not release Contractor from liability.

**Contractor May Suspend or Terminate:**

- 14.5 If, through no act or fault of Contractor, production of the Goods or furnishing of Special Services is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Owner fails for thirty (30) days to pay Contractor any sum finally determined to be due, then Contractor may, upon ten (10) days' written notice to Owner and Engineer, terminate the Procurement Agreement and recover from Owner payment for all Goods completed and Special Services and other services furnished and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Procurement Agreement, if Owner has failed to make any payment as aforesaid, Contractor may upon ten (10) days' written notice to Owner and Engineer suspend production of the Goods and furnishing of Special Services or other services until payment

of all amounts then due. The provisions of this paragraph will not relieve Contractor of obligations under Paragraph 7.12 to continue performance of the contract without delay during disputes and disagreements with Owner.

#### ARTICLE 15 - ARBITRATION

- \*15.1 All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to the Procurement Documents or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 6.8, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 15. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 15 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.
- \*15.2 No demand for arbitration of any claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with Paragraph 9.4 shall be made until the earlier of a) the date of which Engineer has rendered a decision; or, b) the tenth (10th) day after the parties have presented their evidence to Engineer if a written decision has not been rendered by Engineer before that date. No demand for arbitration of any such claim, dispute, or other matter shall be made later than thirty (30) days after the date on which Engineer has rendered a written decision in respect thereof in accordance with Paragraph 9.4; and the failure to demand arbitration within said thirty (30) days' period shall result in Engineer's decision being final and binding upon Owner and Contractor. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.
- \*15.3 Notice of the demand for arbitration will be filed in writing with the other party to the Procurement Agreement and with the American Arbitration Association, and a copy will be sent to Engineer for information. The demand for arbitration shall be made within the thirty (30) day period specified in Paragraph 15.2 where applicable, and in all other cases within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
- \*15.4 No arbitration arising out of or relating to the Procurement Documents shall include by consolidation, joinder, or in any other manner any other person or entity (including Engineer and Engineer's agents, employees, or consultants) who is not a party to this Agreement unless:
  - 15.4.1 The inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration;

15.4.2 Such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings; and,

15.4.3 The written consent of the other person or entity sought to be included and of Owner and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

\*15.5 The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11).

#### ARTICLE 16 - MISCELLANEOUS

##### Giving Notice:

16.1 Whenever any provision of the Procurement Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage pre-paid, to the last business address known to the giver of the notice.

##### Computation of Time:

\*16.2 When any period of time is referred to in the Procurement Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

##### General:

16.3 The duties and obligations imposed by these Procurement General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon Contractor by Paragraphs 13.1 and 13.6 and all of the rights and remedies available to Owner and Engineer thereunder, will be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Procurement Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Procurement Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and

guarantees made in the Procurement Documents will survive final payment and termination or completion of this Agreement.

STANDARD  
PROCUREMENT SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Procurement General Conditions (EJCDC No. 1910-26-B, 1981 Edition), and other provisions of the Procurement Documents as follows. All provisions which are not so amended or supplemented remain in full force and effect.

S.C. - 1.0.1

The Bid Bond shall be submitted on the form provided for such purpose by Owner.

S.C. - 1.0.2

Owner. Owner shall be the Central Wyoming Regional Water System Joint Powers Board.

S.C. - 2.1, 4.1, and 4.2

Delete Paragraphs 2.1, 4.1, and 4.2 of the Procurement General Conditions in their entirety.

S.C. - 6.3

Delete Paragraph 6.3 of the Procurement General Conditions in its entirety and insert the following:

"The amounts of the progress payments will be as provided in the Procurement Agreement. Owner shall, within thirty (30) days after receipt of each Application of Payment with Engineer's recommendation, pay Contractor the amount recommended; but, in the case of the Application for Payment upon Owner's acceptance of delivery of the Goods, said thirty (30) day period may be extended for so long as is necessary (but in no event more than twenty (20) additional days) for Owner to examine the bill of sale and other documentation submitted therewith. Owner shall notify Contractor promptly of any deficiency in the documentation and shall not unreasonably withhold payment."

S.C. - 6.5

Add the following subparagraph after Paragraph 6.5 of the Procurement General Conditions:

"Owner shall not be required to make final payment to the Contractor until such time as Wyoming State Statute No. 16-6-116 has been fulfilled. If no claims or liens have been filed within a forty-one (41) day period after completion and acceptance of the project, the retained percentage will be paid (final estimate) within fifteen (15) days of the expiration thereof. Should any liens or claims be filed, retainage equal to the amount of the lien or claim will be held until a satisfactory agreement is reached between the Owner, the Contractor, and the Contractor's surety."

S.C. - 6.6

Delete Paragraph 6.6 of the Procurement General Conditions in its entirety and insert the following:

"If, on the basis of final inspection and review of the final Application for Payment and accompanying documentation, Engineer is satisfied that the Goods are in accordance with the Procurement Documents, that Special Services have been furnished as required, and that Contractor's other obligations under the Procurement Documents have been fulfilled, Engineer will, within ten (10) days after receipt of the final Application for Payment, recommended in writing final payment subject to the provisions of Paragraphs 6.5 and 6.8 and present the Application to Owner. Otherwise, Engineer will return the Application to Contractor indicating the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, and in accordance with Paragraphs 6.5 and 6.8, Owner shall, within fifteen (15) days after receipt thereof, pay Contractor the amount recommended by Engineer."

S.C. - 13.2

Delete Paragraph 13.2 of the Procurement General Conditions in its entirety and insert the following:

"Neither recommendation of any progress or final payment by Engineer, nor any payment by Owner to Contractor under the Procurement Documents, nor any use of the Goods by Owner, nor any act of acceptance by Owner, nor any failure to do so, nor the issuance of a notice of acceptability by Engineer pursuant to Paragraph 6.5, nor any correction of defective Goods or Special Services by Owner will constitute an acceptance of Goods, Special Services, or other services not in accordance with the Procurement Documents or a release of Contractor's obligation to furnish the Goods, Special Services, and other services in accordance with the Procurement Documents."

S.C. - 15.1

Delete the Paragraph 15.1 of the Procurement General Conditions and insert the following:

"All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to the Procurement Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 6.8), may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 15. Settlement of disputes or claims by arbitration shall require the written consent of both parties. If agreement so to arbitrate as provided in this Article 15 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction."

S.C. - 15.2 through 15.5

Delete Paragraphs 15.2, 15.3, 15.4, and 15.5 of the Procurement General Conditions in their entirety.

S.C. - 16.2

Delete the last sentence of Paragraph 16.2 of the Procurement General Conditions in its entirety.



RESOLUTION NO.18-185

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH MUNICIPAL TREATMENT EQUIPMENT, INC. FOR ONE PAX WATER STORAGE TANK MIXER.

WHEREAS, the City needs one water storage tank mixer for use by the Public Services Department, Public Utilities Division, Water Distribution Section; and,

WHEREAS, Municipal Treatment Equipment, Inc. (the "Contractor") represents that it is ready, willing, and able to provide one water storage tank mixer as required by the Procurement Agreement; and,

WHEREAS, the City desires to retain the contractor to furnish one water storage tank mixer.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Procurement Agreement with Municipal Treatment Equipment, Inc. to furnish one PAX water storage tank mixer.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the Procurement Agreement in an amount not to exceed Thirty-Four Thousand Nine Hundred Twenty-Three Dollars (\$34,923).

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

May 24, 2018

MEMO TO: J. Carter Napier, City Manager   
FROM: Andrew Beamer, P.E., Public Services Director   
SUBJECT: Cooperative Agreement with the Wyoming Department of Transportation  
Poplar Street Bridge over BNSF Railroad, Project, No. 17-085

Meeting Type & Date

Council Meeting  
August 21, 2018

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize a Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for lighting enhancements for the Poplar Street Bridge over BNSF Railroad, Project, No. 17-085, in the amount of \$13,934.

Summary:

The Wyoming Department of Transportation (WYDOT) is in the process of reconstructing the Poplar Street Bridge over the BNSF railroad. The project includes pedestrian sidewalks on both sides of the structure along with decorative railing.

Federal Surface Transportation On-System Enhancement funds, administered by WYDOT, have been allocated to the project. The City of Casper is prepared to utilize these funds to install decorative street lights along both sides of this structure. The cooperative agreement spells out the project limits, responsibilities of WYDOT and the City, and the funding arrangements.

Financial Considerations

The estimated cost for the improvements, including WYDOT's overhead and construction administration fees, is \$146,520. WYDOT's federal aid match for the enhancements covers 90.49% of this cost, or \$132,586. The City of Casper would be responsible for the remaining 9.51%, or \$13,934.

The City's funding for this project will come from funds allocated to Pathway Improvements.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Attachments

Cooperative Agreement Between the Wyoming Department of Transportation and the City of Casper  
Resolution

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

Federal Project NHPP-E 116.73 N212122  
Poplar Street Bridge over BNSF  
Structure BUO  
Natrona County

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT) whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Casper (City) whose address is 200 N. David Street, Casper, Wyoming 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the City and WYDOT desire to participate in the above-mentioned federally funded project administered by WYDOT. WYDOT has heretofore designated the location and the City has approved the location for construction of enhancements in the City of Casper which will provide lighting enhancements to Bridge Structure BUO over the Burlington Northern Santa Fe roadway, as shown on the attached location map, dated May 22, 2018, marked Exhibit "A", which is attached to and incorporated into this Agreement by this reference. WYDOT, the City, and the traveling public shall derive a benefit and advantage by reason of having the lighting enhancements constructed.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through completion of this project. All services shall be completed during this term.
4. **Participation of Project Costs**
  - A. The City agrees to match the project costs at the rate of nine and fifty-one hundredths percent (9.51%) of the cost of survey work, preliminary engineering, right-of-way acquisition, utility adjustments, construction and construction engineering as shown on Exhibit "B", which is attached to and incorporated into this Agreement by this reference. The City agrees to reimburse to WYDOT any funds above those authorized by WYDOT and matched by the City necessary to build this project.
  - B. It is understood by the parties that the above-mentioned percentages may vary slightly during the life of this Agreement, as dictated by the *Federal Notices on Sliding Scale Rates of Federal Aid Participation in Public Lands States*. It is further understood by the City that the estimated costs may vary as the project

plans are developed and let to contract and that the City shall reimburse WYDOT for the total amount not paid with federal funds.

- C. The costs shown on the Exhibit "B" are estimates only and the City understands that the final costs may be higher or lower. Rates may vary for the life of this project based on federal reviews and approval. If the actual costs go over by twenty percent (20%) of the total estimated costs, both parties must agree upon and sign an amendment for the additional costs.
- D. The City agrees to pay their portion of indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. The City shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement for the lighting enhancements, which estimated costs are more particularly set forth on the Exhibit "B". ICAP is a rate built into WYDOT's accounting system for overhead expenditures for administering a project. The ICAP rate is developed by WYDOT and approved by the FHWA, with the new rate taking effect immediately. The current rate of eleven percent (11%) is effective until September 30, 2020 at which time the rate is subject to change based on FHWA approval. The ICAP rate will be charged on total direct costs on this project, as shown on the Exhibit "B". WYDOT will be billing the City under this Agreement and will not be paying the City for any services. Billing will occur on a monthly basis unless otherwise agreed upon between the parties.
- E. No payment shall be made for work performed before the Effective Date of this Agreement. Should the City fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the City performs its duties and responsibilities to the satisfaction of WYDOT.
- F. This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, [www.fsr.gov](http://www.fsr.gov). The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you must register with DUNS and Bradstreet. Instructions for this process can be found at [www.dnb.com](http://www.dnb.com). Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

and

Cooperative Agreement between WYDOT and the City of Casper  
Federal Project NHPP-E 116 73 N212122, Poplar Street Bridge over BNSF  
Structure BUO in Natrona County  
Page 2 of 11

5. **Reimbursement.** The City hereby agrees to reimburse WYDOT for its share of actual costs incurred to the project, less previous payments, within forty-five (45) days after billing.
  
6. **Responsibilities of the Parties and General Conditions of the Survey Work, Preliminary Engineering, Right-of-Way Acquisition, Utility Adjustments, Construction Engineering, Construction and Maintenance:**
  - A. Survey work will be performed by the City or their Consultant. The work of performing the survey for this project will be performed under the immediate direction, control and supervision of WYDOT in accordance with the requirements specified by WYDOT and agreed to by the City.
  
  - B. Preliminary Engineering will be performed by the City or their Consultant who will complete engineering investigations, environmental studies and develop design plans in accordance with the *AASHTO's A Policy on Geometric Design of Highway and Streets, 2011 edition*, which will be included in the final design plans. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).
  
  - C. Right-of-Way Acquisition will be performed by WYDOT or their Consultant. WYDOT will acquire all necessary rights-of-way and provide any relocation assistance necessary to construct the work shown on Exhibit "A". In accordance with Wyo. Stat. § 1-26-801(a), the City shall be responsible for acquiring rights-of-way by condemnation proceedings with the understanding any settlements reached out of court must be justified and supported. WYDOT will assist the City in condemnation proceedings by preparing exhibits and displays. At its request, the City shall be provided a copy of the right-of-way plans and cost estimates when federal acquisition approval is requested. The City agrees to reimburse WYDOT for the total cost needed to clear the right-of-way not paid with federal aid funds. Under the terms of this Agreement, if right-of-way acquisition is not required for this project, all references to such acquisition herein are considered null and void.
  
  - D. Utility Adjustments will be performed by WYDOT. Arrangements will be made by separate agreement(s) with the affected utility owner(s) and are not covered by this Agreement. Utility relocation costs will be pro-rated according to the most recent State, County or Municipal policies and regulations. The City shall, by ordinance or regulation, control utility line encroachments and crossings in a manner that provides for a degree of protection to the roadway at least equal to the protection provided by the *State's Utility Accommodation Regulations*, dated April 1990 and can be found at the following link:

<http://www.dot.state.wy.us/files/live/sites/wydot/files/shared/Highwa>

Costs for reimbursable utility work not owned by the City are not shown and will be in addition to the identified costs. Under the terms of this Agreement, if utility adjustments are not required for this project, all references to such adjustments herein are considered null and void.

- E. Construction engineering for this project will be performed by and under the immediate direction, control and supervision of WYDOT or their Consultant in accordance with the plans and specifications. The City shall submit a letter to WYDOT designating a qualified project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the construction of the project, with the exception of certain documents which require the written approval of the Casper City Council.
- F. Upon completion and acceptance of the project by WYDOT and the City, the City shall return, within thirty (30) days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, or any other required WYDOT documents.
- G. Upon completion and acceptance of this project, the City shall maintain, at its sole expense, the enhancements in compliance with all applicable federal and state standards and regulations. Maintenance shall include all repairs necessary to keep the improvement in its substantially functional constructed condition. The City also agrees not to permanently close or abandon the roadway without written consent of WYDOT.

7. **Project Abandonment.** Should the City abandon the project at any time, or if the project is not let to construction within two (2) years of the completion of the design or prior to the completion, due to the delay or actions by the City, the City shall reimburse costs expended by WYDOT, including any federal aid portion of the work completed at the time of abandonment.

8. **Special Provisions**

- A. **Assumption of Risk.** The City shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the City's failure to comply with state or federal requirements. WYDOT shall notify the City of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the parties must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. **Environmental Policy Acts.** The parties agree all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National

Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

**D. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.

**E. Kickbacks.** The City certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the City breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The parties shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the parties are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

**F. Limitations on Lobbying Activities.** By signing this Agreement, the parties certify and agree that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the parties or their subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The City and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

**G. Mandatory Disclosures.** Per 2 CFR 200.113, the City must disclose, in a timely manner, in writing to WYDOT all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

**H. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by City or its subcontractors. This

shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.

- I. Nondiscrimination.** The City shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the City to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- J. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.
- L. Suspension and Debarment.** By signing this Agreement, the City certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the City agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. Administration of Federal Funds.** The City agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.* any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.



9. **General Provisions**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. **Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement.
- E. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the City at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. **Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement.
- G. **Compliance with Laws.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. **Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; Exhibit “A”, Location Map, and Exhibit “B”, Project Costs, consisting of one (1)

page each, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

- I. Ethics.** The parties shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the City's profession.
- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- L. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The City shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The City agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the City or the City's agents or employees as a result of this Agreement, or vice versa.

- N. Insurance Requirements.** The City is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Destruction of Documents and Information.** The parties jointly own all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to provide copies of all such original and derivative information and documents to WYDOT in a useable format. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- R. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- S. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- T. Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by mutual agreement of the parties.

- U. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- V. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- W. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- X. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- Y. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by either party of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the other party.

**"REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK"**

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

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

**ATTEST:**

**CITY OF CASPER, WYOMING:**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Ray Pacheco, Mayor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

(SEAL)

**ATTEST:**

**WYOMING DEPARTMENT OF TRANSPORTATION:**

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

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

(SEAL)

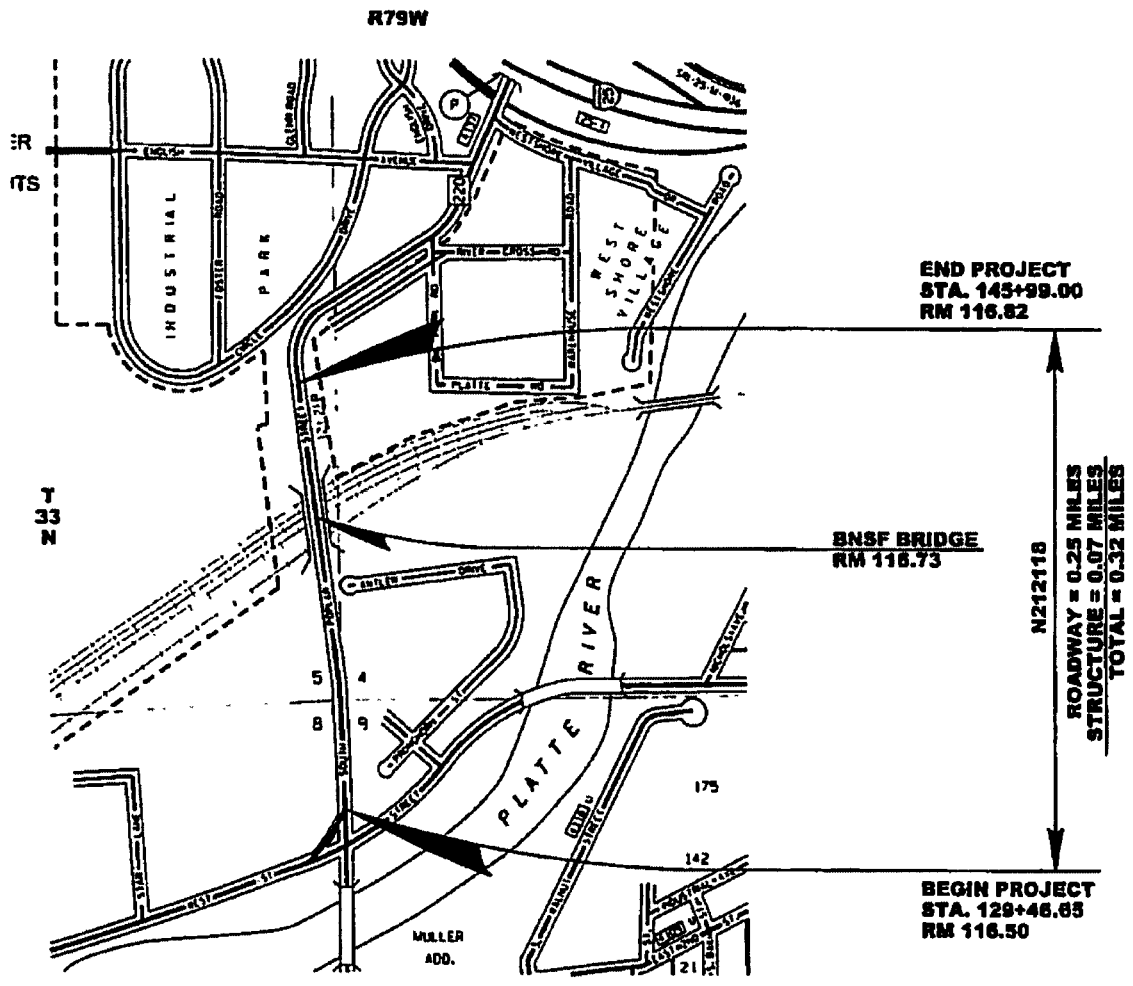
\_\_\_\_\_  
Date

Approved as to form:

By: \_\_\_\_\_  
Alysia Goldman  
Assistant Attorney General  
State of Wyoming

Date agreement prepared 7-23-18

**EXHIBIT "A"**  
**May 22, 2018**



**CITY OF CASPER**  
**POPLAR STREET BRIDGE OVER BNSF**  
**STRUCTURE BUO**  
**NATRONA COUNTY**

**EXHIBIT "B"**

Federal Project NHPP-E 116.73 N212122  
Poplar Street Bridge over BNSF  
Structure BUO  
Natrona County

May 24, 2018

Costs were prepared by WYDOT.

<u>Item</u>	=	<u>Cost</u>	
Estimated Construction Costs	=	\$120,000.00	
Preliminary Engineering	=	0.00	
10% Construction Engineering	=	<u>12,000.00</u>	
Total Direct Costs	=	\$132,000.00	[1]
Indirect Cost Allocation Plan (ICAP) (132,000.00) (0.1100)	=	<u>14,520.00</u>	[2]
Total Project Costs = [1] + [2]	=	<u>\$146,520.00</u>	

**Funding Breakdown:**

WYDOT's Federal Aid Match: (146,520.00) (0.9049)	=	132,586.00	[3]
City's Match Portion: (146,520.00) (0.0951)	=	<u>13,934.00</u>	[4]
Total Project Costs = [3] + [4]	=	<u>\$146,520.00</u>	

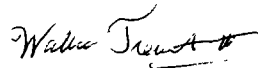
NOTE: All costs shown are rounded to the nearest even dollar.

The above figures are for estimating purposes only and are subject to revision throughout the life of this project.

APPROVAL AS TO FORM

I have reviewed the attached *Cooperative Agreement Between the Wyoming Department of Transportation and the City of Casper, Federal Project NHPP-E 116.73 N212122 (Poplar Street Bridge over BNSF)*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: August 8, 2018.



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Wallace Trembath III  
Assistant City Attorney



RESOLUTION NO.18-186

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR LIGHTING ENHANCEMENTS FOR THE POPLAR STREET BRIDGE OVER BNSF RAILROAD.

WHEREAS, the City of Casper desires to enter into a Cooperative Agreement with the Wyoming Department of Transportation for lighting enhancement associated with the Poplar Street Bridge over the BNSF Railroad, Project No. 17-085, Federal Project NHPP-E 116.73 N212122; and,

WHEREAS, the Wyoming Department of Transportation is able and willing to provide those 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 Cooperative Agreement with the Wyoming Department of Transportation, for providing lighting enhancements for the Poplar Street Bridge over the BNSF Railroad Project, in the amount of Thirteen Thousand Nine Hundred Thirty-Four and 00/100 Dollars (\$13,934.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project in an amount not to exceed Thirteen Thousand Nine Hundred Thirty-Four and 00/100 Dollars (\$13,934.00).

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

August 1, 2018

MEMO TO: J. Carter Napier City Manager 

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

SUBJECT: Authorizing an agreement with JTL Group, Inc., DBA Knife River, Inc., in the amount of \$1,649,761.80, for the 2018 Arterials & Collectors Improvements, Project No. 17-093.

Meeting Type & Date:  
Regular Council Meeting  
August 21, 2018

Action Type  
Resolution

Recommendation:

That Council, by resolution, authorize an agreement with JTL Group, Inc., DBA Knife River, Inc., in the amount of \$1,649,761.80, for the 2018 Arterials & Collectors Improvements, Project No. 17-093. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$100,000, for a total project amount of \$1,749,761.80.

Summary:

On Tuesday, July 31, 2018, four (4) bids were received for the 2018 Arterials & Collectors Improvements, Project No. 17-093. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Knife River</b>	<b>Casper, Wyoming</b>	<b>\$1,649,761.80</b>
Grizzly Excavating	Casper, Wyoming	\$1,700,845.00
Andreen Hunt	Casper, Wyoming	\$1,749,030.00
71 Construction	Casper, Wyoming	\$2,126,834.71

The 2018 Arterials and Collectors improvements project includes the mill and overlay asphalt surface, replacement of cast iron water main pipes, replacement of sanitary sewer mains, installation of storm sewer catch basins ADA accessible ramps at intersections throughout the project area, miscellaneous repairs to sidewalk, curb and gutter and curbside in the areas of South Jackson Street, 3<sup>rd</sup> Street and 5<sup>th</sup> Street near the Wyoming Medical Center, and the area of 15<sup>th</sup> Street between South Wolcott and Oakcrest Avenue. The completion date for the project is July 31, 2019. The estimate prepared by ECS Engineers was \$1,450,045, almost \$200,000 below the low bid. Funds in the

JTL Group, Inc., DBA Knife River, Inc.  
2018 Arterials & Collectors Improvements  
Project No. 17-093

amount of \$1,568,500 were budgeted for the project. The additional funds required to complete the project will come from 1%#15 Sales Tax funds allocated to both FY18 Arterial and Collector Street Improvements and FY18 Miscellaneous Residential Streets. These funds are available from savings realized on other capital construction projects.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations:

Funding for this project will be from Water Fund Reserves, Sewer Fund Reserves and Optional 1%#15 Sales Tax funds allocated to FY18 Arterial and Collector Street Improvements and FY18 Miscellaneous Residential Streets.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Engineers Recommendation  
Resolution  
Agreement



July 31, 2018

Mr. Andrew Colling  
City of Casper  
200 N. David  
Casper, Wyoming 82601

**RE: July 31<sup>st</sup>, 2018 Bid Opening – 2018 Arterials and Collectors Improvement Project – City of Casper Project No. 17-093**

Mr. Colling,

On July 31<sup>st</sup>, 2018, bids were received from Knife River, 71 Construction, Grizzly Excavating and Andreen Hunt Construction, all of Casper, WY. The apparent low Bid is from Knife River, for \$1,649,761.80

ECS has reviewed all bids and found no discrepancies. ECS respectfully recommends to award to Knife River. Please see the Bid Tabulation attached.

Please feel free to contact me with any questions.

Respectfully,  
*Environmental & Civil Solutions LLC*

A handwritten signature in black ink, appearing to read 'Shawn Gustafson', written over a horizontal line.

Shawn Gustafson, P.E.  
Project Manager

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ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

AN EQUAL OPPORTUNITY EMPLOYER  
111 WEST 2<sup>nd</sup> STREET, SUITE 600 – CASPER, WY 82604 – PHONE: 307.337.2883  
FAX: 888.424.6090  
WEB: [www.ecsengineers.net](http://www.ecsengineers.net)

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with JTL Group, Inc., DBA Knife River, Inc., PO Box 730, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install/replace water, sanitary sewer, and storm sewer; replace sidewalk, approaches, and curb and gutter, as well as mill and overlay existing streets as indicated on the construction documents.

WHEREAS, Knife River, Inc., is able and willing to provide those services specified as the 2018 Arterials and Collectors improvements Project, Project No. 17-093.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2018 Arterials and Collectors improvements Project, Project No. 17-093, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 There shall be a partial substantial completion date for this project of October 31, 2018, for the 15<sup>th</sup> Street section of this project as described further in section 01110 of the Contract Documents. All Work will be substantially completed by July 31, 2019, and ready for final payment in accordance with Article 14 of the General Conditions by August 15, 2019. Substantial Completion will be accepted once all utilities are installed and in working order, surfacing is replaced, and the project site is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these Contract Documents, until work is substantially complete. No open excavations shall remain overnight and all streets shall be clear and ready for traffic without impediment to the traveling public or the City of Casper during the winter months.
- 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 times specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Million Six Hundred Forty-Nine Thousand Seven Hundred Sixty-One and 80/100 Dollars (\$1,649,761.80), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid (Bid Items 1 through 4) contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4 of the Bid Form and BS-1 through BS-2 of the Bid Schedule.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

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

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and BS-1 through BS-2 of the Bid Schedule).
- 8.4 Addenda No.: Addendum #1.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of ten (10) sections. Special Provisions consisting of four (4) Sections and forty-six (46) Drawing "Sheets".
- 8.10 Notice of Award.



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

**2018 Arterials and Collectors Improvement Project, Project No. 17-093**

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

**ARTICLE 9. GOVERNMENTAL CLAIMS ACT**

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

**ARTICLE 10. MISCELLANEOUS PROVISIONS.**

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

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

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

APPROVED AS TO FORM:

*Willie Tremel*

ATTEST:

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

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

ATTEST:

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

Fleur D. Tremel

Title: City Clerk

CONTRACTOR:

JTL Group, Inc., DBA Knife River, Inc.

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

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

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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

Ray Pacheco

Title: Mayor

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

PROJECT IDENTIFICATION:      City of Casper  
   2018 Arterials and Collectors Improvement Project  
   Project No. 17-093

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

1.      The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by July 31, 2019 as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by August 15, 2019, in accordance with the Bidding Documents.
  
2.      Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
  
3.      Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
  
4.      In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.      Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
  
            Addendum No.   2  MF                        Dated   7/27/18    
            Addendum No. \_\_\_\_\_                      Dated \_\_\_\_\_
  
  - B.      Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
- 5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 1,649,761.30

TOTAL BASE BID, IN WORDS: One Million six hundred Forty Nine Thousand Seven Hundred sixty one dollars and Eighty Cents DOLLARS.

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

- 9. Communications concerning this Bid shall be addressed to:

Address of Bidder: JTL Group Inc. DBA Knife River  
P.O. Box 730  
Casper, WY, 82602

- 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 July 31, 2017.

BF-2

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

IF BIDDER IS:

AN INDIVIDUAL

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

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

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

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

A PARTNERSHIP

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

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

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

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: JTL Group Inc. DBA Knife River (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Mike Hays (seal)  
Vice President - General Manager  
(Title)

(Seal)

Attest: MASON

Business Address: JTL Group Inc. DBA Knife River  
P.O. Box 730  
Casper, Wyo. 82602

Phone Number: (307) 237-9346

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

### 2018 Arterials and Collectors Improvements Project, Project 17-093

BID DATE: July 31, 2018

COMPANY NAME:

JTL Group Inc. DBA Knife River

ADDRESS:

P.O. Box 730 Casper, WYO. 82602

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

LS = Lump Sum; LF = Linear Feet; FA = Force Account; AC = Acres; EA = Each; SY = Square Yard;  
CY = Cubic Yard

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION/BONDING	LS	1	54,524.70	54,524.70
2	MISCELLANEOUS FORCE ACCOUNT	FA	1	\$ 10,000.00	\$ 10,000.00
3	TEMPORARY TRAFFIC CONTROL	LS	2	15,905.00	31,810.00
4	INSTALL PROJECT SIGNS	LS	2	29,26.50	58,533.00
5	STORM WATER CONTROL	LS	2	3,723.00	7,446.00
6	CONTRACTOR ASPHALT TESTING	LS	1	19,239.75	19,239.75
7	MISC. LANDSCAPE REPAIRS	LS	1	12,692.00	12,692.00
8	COLD MILLING	SY	12,800	3.85	49,040.00
9	LEVELING COURSE	TON	90	161.90	14,571.00
10	2" PLANT MIX OVERLAY	SY	16,400	14.20	232,530.00
11	R&R CONCRETE CURB AND GUTTER	LF	2,665	44.20	117,793.00
12	R&R CONCRETE SIDEWALK	SY	140	23.96	3,354.40
13	R&R CONCRETE APPROACHES	SY	300	131.80	39,540.00
14	R&R CONCRETE VALLEY GUTTER	SY	80	203.10	16,248.00
15	ADA RAMPS WITH TRUNCATED DOMES	EA	38	1014.05	38,533.90
16	F&I TRUNCATED DOMES IN EXISTING RAMPS	EA	15	1,596.00	23,940.00
17	5'x5' MANHOLE DIAMOND	EA	29	1,043.30	30,255.70
18	33"x33" VALVE BOX DIAMOND	EA	23	452.00	10,396.00
19	CRUSHED BASE (9" THICKNESS)	SY	4,040	26.40	106,656.00
20	TRENCH PAVEMENT PATCHING	SY	4,000	25.75	103,000.00
21	20" C900 PVC WATER MAIN	LF	1450	111.90	161,530.00
22	20" BUTTERFLY VALVE	EA	4	2,723.35	10,893.40
23	20" x 8" CROSS	EA	2	11,483.00	22,966.00
24	20" x 8" TEE	EA	1	2,970.00	2,970.00
25	20" WATERLINE CONNECTION	EA	2	2,057.55	4,115.10
26	REMOVE EXISTING 6" TEES	EA	2	1,605.55	3,211.10
27	8" C900 PVC WATER MAIN	LF	660	44.10	29,066.40
28	8" GATE VALVE	EA	3	3,772.40	11,317.20
29	8" x 4" REDUCER	EA	3	767.80	2,303.40
30	8" WATERLINE CONNECTION	EA	3	1,519.50	4,558.50
31	24" C900 PVC WATER MAIN	LF	120	316.20	37,944.00
32	24" BUTTERFLY VALVE	EA	2	3,144.45	6,288.90
33	24" WATERLINE CONNECTION	EA	2	3,791.35	7,582.70

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
34	30" C900 PVC WATER MAIN	LF	290	295.30	85,637.00
35	30" BUTTERFLY VALVE	EA	1	3,212.20	3,212.20
36	24" x 30" TEE	EA	1	4,387.15	4,387.15
37	20" x 30" CROSS	EA	1	12,261.90	12,261.90
38	30" x 24" REDUCER	EA	1	3,992.10	3,992.10
39	30" WATERLINE CONNECTION	EA	1	5,943.90	5,943.90
40	REPLACE FIRE HYDRANT ASSEMBLY - 5TH STREET	EA	3	11,237.90	33,713.70
41	FIRE HYDRANT ASSEMBLY - 15TH STREET	EA	1	11,892.00	11,892.00
42	SELECT TRENCH BACKFILL	CY	1,500	48.35	72,525.00
43	ABANDON EXISTING WATER VALVE BOXES	EA	7	261.85	1,832.95
44	WATER SERVICE RECONNECTIONS	EA	23	1,441.30	33,149.90
45	8" SANITARY SDR35 PVC	LF	360	42.00	15,120.00
46	REMOVE EXISTING SANITARY SEWER MANHOLE	EA	2	6,168.05	12,336.10
47	R&R SAN. MANHOLE RING & COVER - RISERS AS NEEDED	EA	16	532.55	8,520.80
48	RECONNECT SANITARY SERVICE LINES	EA	6	865.25	5,191.50
49	6" SANITARY SDR35 PVC	LF	170	37.90	6,443.00
50	DOUBLE CLEANOUT	EA	2	1,300.00	2,600.00
51	18" RCP STORM MAIN	LF	570	53.85	30,694.50
52	REMOVE STORM SEWER CATCH BASIN	EA	1	764.30	764.30
53	R&R STORM SEWER CATCH BASIN	EA	9	3,361.80	30,256.20
54	R&R STORM MANHOLE RING & COVER - RISERS AS NEEDED	EA	7	537.45	3,762.15
55	ADJUST CATCH BASIN TOP	EA	1	588.90	588.90
56	18" PVC STORM LATERALS	LF	100	88.75	8,875.00
57	12" PVC STORM LATERALS	LF	220	58.80	12,996.00
	TOTAL				1,649,761.80

TOTAL BASE BID: One million, six hundred forty nine thousand, seven hundred sixty one dollars, eighty cents DOLLARS  
 (\$1,649,761.80)

END OF SECTION



RESOLUTION NO.18-187

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, INC., FOR THE 2018 ARTERIALS & COLLECTORS IMPROVEMENTS PROJECT NO. 17-093.

WHEREAS, the City of Casper desires to perform water, sewer and roadway upgrades for the 2018 Arterials & Collectors Improvements Project; and,

WHEREAS, JTL Group, Inc., DBA Knife River, Inc., is able and willing to provide those services specified as the 2018 Arterials & Collectors Improvements Project, No. 17-093; and,

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

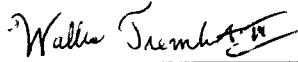
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with JTL Group, Inc., DBA Knife River, Inc., for those services, in the amount of One Million Six Hundred Forty-Nine Thousand Seven Hundred Sixty-One and 80/100 Dollars (\$1,649,761.80).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Million Six Hundred Forty-Nine Thousand Seven Hundred Sixty-One and 80/100 Dollars (\$1,649,761.80) and One Hundred Thousand Dollars (\$100,000.00) for a construction contingency account, for a total project amount of One Million Seven Hundred Forty-Nine Thousand Seven Hundred Sixty-One and 80/100 Dollars (\$1,749,761.80).

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:



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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

August 14, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Cooperative Agreement with the Wyoming Department of Transportation  
Interstate 25 & Casper Marginal Beautification Project, No. 18-044

Meeting Type & Date

Council Meeting  
August 21, 2018

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize a Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for construction activities for the Interstate 25 & Casper Marginal Beautification Project, No. 18-044, in the amount of \$36,967.

Summary:

The Wyoming Department of Transportation (WYDOT) is preparing to reconstruct the Interstate 25 & Casper Marginal. This project involves the removal of the large interstate bridge structure from Curtis Street to Walsh Drive that is no longer necessary due to the removal of the railroad.

Federal Surface Transportation On-System Enhancement funds, administered by WYDOT, have been allocated to the project. The City of Casper is prepared to utilize these funds to construct enhancements at the site. The exact enhancements are unknown at this time, but will likely involve the installation of decorative lighting and street trees, and possibly the extension of the Rails to Trails pathway from Walsh Drive to Curtis Street. The City of Casper will enter into a separate contract with a landscape/engineering firm to design and oversee construction of the improvements. This contract will likely be in the neighborhood of \$50,000.

Under the terms of a cooperative agreement with WYDOT, WYDOT will acquire all necessary construction permits and easements necessary to complete the work and provide engineering services during construction. The cooperative agreement spells out the project limits, responsibilities of WYDOT and the City, and the funding arrangements.

Financial Considerations

The estimated cost for the improvements, including WYDOT's overhead and construction administration fees, is \$510,600. WYDOT's federal aid match for the enhancements covers 92.76% of this cost, or \$473,633. The City of Casper would be responsible for the remaining 7.24%, or \$36,967. The City of Casper would also be responsible for the entire estimated design and construction administration fee of \$50,000.

The City's funding for this project will come from 1cent #13 funds previously allocated to Pathway Improvements.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Attachments

Cooperative Agreement Between the Wyoming Department of Transportation and the City of Casper

Resolution

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

Federal Project NHPPI-E 185.35 I254165  
Interstate 25, Casper Marginal  
Natrona County

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the City of Casper (City), whose address is 200 North David Street, Casper, Wyoming 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the City and WYDOT desire to participate in the Surface Transportation On-System Enhancements Program which is federally funded and administered by WYDOT. WYDOT has heretofore designated the location and the City has approved the location for the construction of the landscaping, lighting and/or pathway enhancements in the City of Casper, as shown on the attached location map marked Exhibit "A", which is attached to and incorporated into this Agreement by this reference. WYDOT, the City, and the traveling public shall derive a benefit and advantage by reason of having the enhancements constructed.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through completion of this project. All services shall be completed during this term.
4. **Participation of Project Costs**
  - A. The City agrees to match the project costs at the rate of seven and twenty-four hundredths percent (7.24%) of the cost of survey work, preliminary engineering, right-of-way acquisition, utility adjustments, letting, construction and construction engineering as shown on Exhibit "B", which is attached to and incorporated into this Agreement by this reference. The City agrees to reimburse to WYDOT any funds above those authorized by WYDOT and matched by the City necessary to build this project.
  - B. It is understood by the parties that the above-mentioned percentages may vary slightly during the life of this Agreement, as dictated by the *Federal Notices on Sliding Scale Rates of Federal Aid Participation in Public Lands States*. It is further understood by the City that the estimated costs may vary as the project plans are developed and let to contract and that the City shall reimburse WYDOT for the total amount not paid with federal funds.

- C. The costs shown on the Exhibit "B" are estimates only and the City understands that the final costs may be higher or lower. Rates may vary for the life of this project based on federal reviews and approval. If the actual costs go over by twenty percent (20%) of the total estimated costs, both parties must agree upon and sign an amendment for the additional costs.
- D. The City agrees to pay their portion of indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. The City shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement for the enhancements, which estimated costs are more particularly set forth on the Exhibit "B". ICAP is a rate built into WYDOT's accounting system for overhead expenditures for administering a project. The ICAP rate is developed by WYDOT and approved by the FHWA, with the new rate taking effect immediately. The current rate of eleven percent (11%) is effective until September 30, 2020 at which time the rate is subject to change based on FHWA approval. The ICAP rate will be charged on total direct costs on this project, as shown on the Exhibit "B". WYDOT will be billing the City under this Agreement and will not be paying the City for any services. Billing will occur on a monthly basis unless otherwise agreed upon between the parties.
- E. No payment shall be made for work performed before the Effective Date of this Agreement. Should the City fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the City performs its duties and responsibilities to the satisfaction of WYDOT.
- F. This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, [www.fsr.gov](http://www.fsr.gov). The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you must register with DUNS and Bradstreet. Instructions for this process can be found at [www.dnb.com](http://www.dnb.com). Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>  
and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

5. **Reimbursement.** The City hereby agrees to reimburse WYDOT for its share of actual costs incurred to the project, less previous payments, within forty-five (45) days after billing.

6. **Responsibilities of the Parties and General Conditions of the Survey Work, Preliminary Engineering, Right-of-way Acquisition, Utility Adjustments, Letting, Construction Engineering, Construction and Maintenance:**

A. Survey work will be performed by the City. The work of performing the survey for this project will be performed under the immediate direction, control and supervision of WYDOT in accordance with the requirements specified by WYDOT and agreed to by the City.

B. Preliminary Engineering will be performed by the City or their Consultant who will complete engineering investigations, environmental studies and develop design plans in accordance with the *Public Rights of Way Accessibility Guidance (PROWAG)*, which will be included in the final design plans. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).

C. Right-of-Way Acquisition will be performed by WYDOT or their Consultant. WYDOT will acquire all necessary rights-of-way and provide any relocation assistance necessary to construct the work shown on Exhibit "A". In accordance with Wyo. Stat. § 1-26-801(a), the City shall be responsible for acquiring rights-of-way by condemnation proceedings with the understanding any settlements reached out of court must be justified and supported. WYDOT will assist the City in condemnation proceedings by preparing exhibits and displays. At its request, the City shall be provided a copy of the right-of-way plans and cost estimates when federal acquisition approval is requested. The City agrees to reimburse WYDOT for the total cost needed to clear the right-of-way not paid with federal aid funds. Under the terms of this Agreement, if right-of-way acquisition is not required for this project, all references to such acquisition herein are considered null and void.

D. Utility Adjustments will be performed by WYDOT. Arrangements will be made by separate agreement(s) with the affected utility owner(s) and are not covered by this Agreement. Utility relocation costs will be pro-rated according to the most recent State, County or Municipal policies and regulations. The City shall, by ordinance or regulation, control utility line encroachments and crossings in a manner that provides for a degree of protection to the roadway at least equal to the protection provided by the *State's Utility Accommodation Regulations*, dated April 1990 and can be found at the following link:

[http://www.dot.state.wy.us/files/live/sites/wydot/files/shared/Highway\\_Development/Utilities/WYDOT%20Utility%20Accommodation%20Regulations\\_March%202016.pdf](http://www.dot.state.wy.us/files/live/sites/wydot/files/shared/Highway_Development/Utilities/WYDOT%20Utility%20Accommodation%20Regulations_March%202016.pdf)

Costs for reimbursable utility work not owned by the City are not shown and will be in addition to the identified costs. Under the terms of this Agreement, if utility adjustments are not required for this project, all references to such adjustments herein are considered null and void.

- E. The letting of this project will be performed by WYDOT. The City shall be given the opportunity to approve final design plans and estimates prior to the advertisement for bids by WYDOT. Likewise, the City shall be asked to concur in the award of this project to the lowest qualified bidder. As a result of signing the letter of concurrence, the City agrees to the amended costs shown on Exhibit "B" to match the actual amount bid, as well as make proportionate changes in the match and overmatch amounts. Said concurrence letter, which is incorporated into this Agreement by this reference, and Exhibit "B", shall become part of this Agreement.
- F. Construction engineering for this project will be performed by and under the immediate direction, control and supervision of WYDOT or their Consultant in accordance with the plans and specifications. The City shall submit a letter to WYDOT designating a qualified project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the construction of the project, with the exception of certain documents which require the written approval of the Casper City Council.
- G. Upon completion and acceptance of the project by WYDOT and the City, the City shall return, within thirty (30) days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, or any other required WYDOT documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the project will be transferred to the City. The City shall then be responsible for all storm water runoff on the project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the project by the City. In the event petroleum contaminated soil or water is encountered on this project, the required work associated with mitigation of the contamination will become part of this project.
- H. Upon completion and acceptance of this project, the City shall maintain, at its sole expense, the enhancements in compliance with all applicable federal and state standards and regulations. Maintenance shall include all repairs necessary to keep the improvement in its substantially functional constructed condition. The City also agrees not to permanently close or abandon the pathway without written consent of WYDOT.

7. **Project Abandonment.** Should the City abandon the project at any time, or if the project is not let to construction within two (2) years of the completion of the design or prior to the completion, due to the delay or actions by the City, the City shall reimburse



costs expended by WYDOT, including any federal aid portion of the work completed at the time of abandonment.

**8. Special Provisions**

**A. Assumption of Risk.** The City shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the City's failure to comply with state or federal requirements. WYDOT shall notify the City of any state or federal determination of noncompliance.

**B. Conflict of Interest.** Per 2 CFR 200.112, the parties must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.

**C. Environmental Policy Acts.** The parties agree all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

**D. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.

**E. Kickbacks.** The City certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the City breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The parties shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the parties are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

**F. Limitations on Lobbying Activities.** By signing this Agreement, the parties certify and agree that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the parties or their subcontractors in connection with lobbying member(s) of Congress, or any federal agency in

connection with the award of a federal grant, contract, cooperative agreement, or loan.

The City and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

- G. Mandatory Disclosures.** Per 2 CFR 200.113, the City must disclose, in a timely manner, in writing to WYDOT all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by City or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. Nondiscrimination.** The City shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the City to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- J. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.
- L. Suspension and Debarment.** By signing this Agreement, the City certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended,

debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the City agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- M. Administration of Federal Funds.** The City agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.

## 9. General Provisions

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the City at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is

exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement.
- G. Compliance with Laws.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; Exhibit "A", Location Map and Exhibit "B", Project Costs, consisting of one (1) page each, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- I. Ethics.** The parties shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the City's profession.
- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- L. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The City shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this

Agreement, the City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The City agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the City or the City's agents or employees as a result of this Agreement, or vice versa.

- N. Insurance Requirements.** The City is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Destruction of Documents and Information.** The parties jointly own all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to provide copies of all such original and derivative information and documents to WYDOT in a useable format. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- R. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- S. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available

to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- T. Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by mutual agreement of the parties.
- U. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- V. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- W. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- X. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- Y. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the either party of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the other party.

**"REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK"**

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

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

**ATTEST:**

**CITY OF CASPER, WYOMING:**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Ray Pacheco, Mayor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

(SEAL)

**ATTEST:**

**WYOMING DEPARTMENT OF TRANSPORTATION:**

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

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

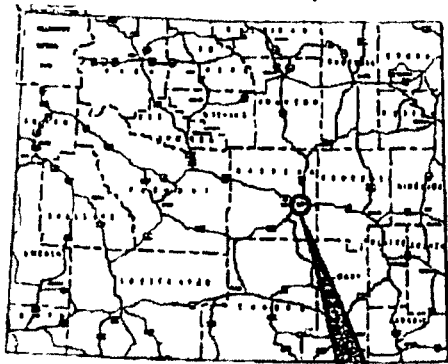
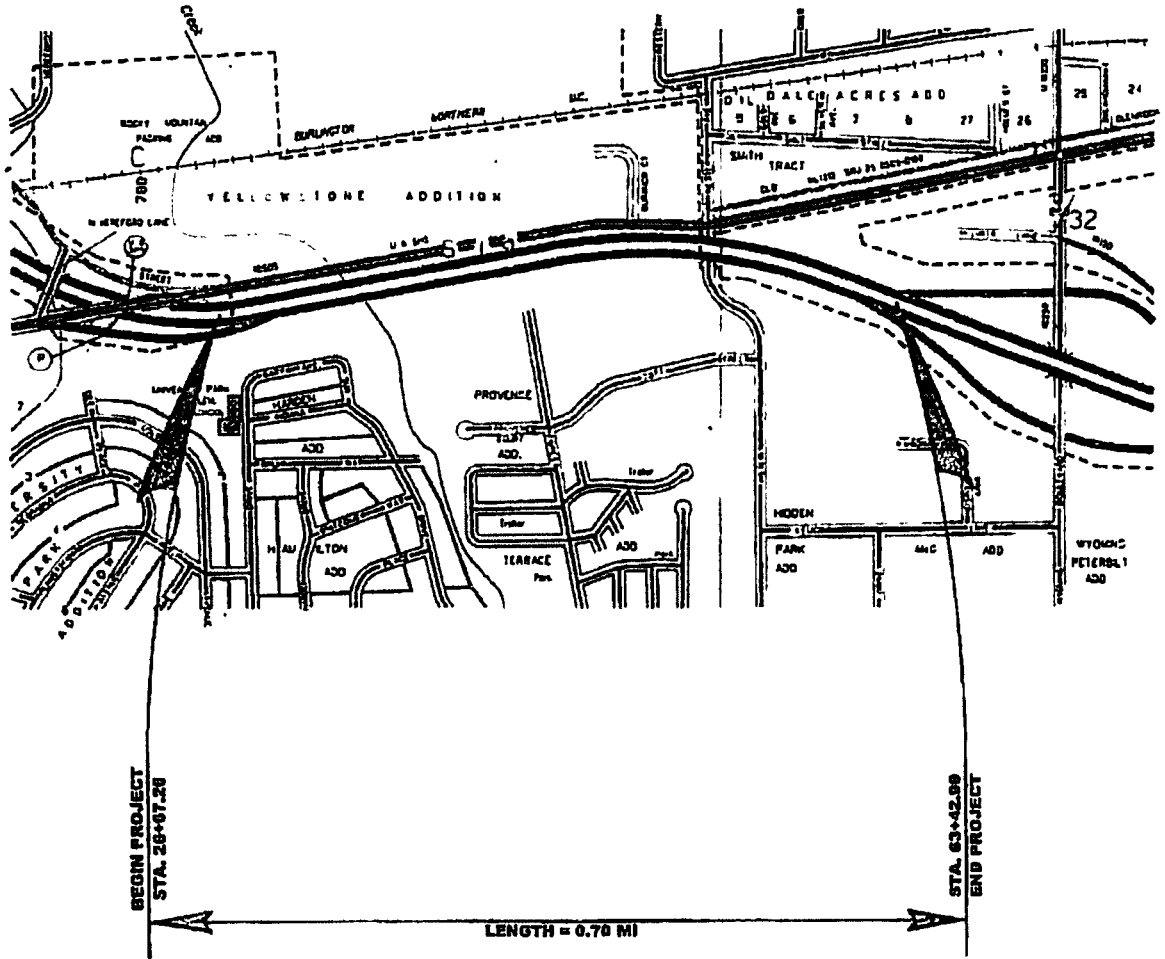
(SEAL)

\_\_\_\_\_  
Date

Approved as to form:

By: \_\_\_\_\_  
Alysia Goldman  
Assistant Attorney General  
State of Wyoming

Date agreement prepared 7-23-18



**EXHIBIT "A"**  
**CITY OF CASPER**  
**INTERSTATE 25**  
**CASPER MARGINAL**  
**NATRONA COUNTY**



**EXHIBIT "B"**

Federal Project NHPPI-E 185.35 I254165  
Interstate 25, Casper Marginal  
Natrona County

April 17, 2018

Costs were prepared by WYDOT.

<u>Item</u>	=	<u>Cost</u>	
Estimated Construction Costs	=	\$400,000.00	
Preliminary Engineering	=	40,000.00	
Construction Engineering	=	<u>20,000.00</u>	
Total Direct Costs	=	\$460,000.00	[1]
Indirect Cost Allocation Plan (ICAP) (460,000.00) (0.1100)	=	50,600.00	[2]
Total Project Costs = [1] + [2]	=	<u>\$510,600.00</u>	
 <u>Funding Breakdown:</u>			
WYDOT's Federal Aid Match: (510,600.00) (0.9276)	=	473,633.00	[3]
City's Match Portion: (510,600.00) (0.0724)	=	<u>36,967.00</u>	[4]
Total Project Costs = [3] + [4]	=	<u>\$510,600.00</u>	

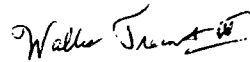
NOTE: All costs shown are rounded to the nearest even dollar.

The above figures are for estimating purposes only and are subject to revision throughout the life of this project.

APPROVAL AS TO FORM

I have reviewed the attached *Cooperative Agreement Between the Wyoming Department of Transportation and the City of Casper – Interstate 25, Casper Marginal, Natrona County*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: August 6, 2018.



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Wallace Trembath III  
Assistant City Attorney

RESOLUTION NO. 18-188

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE INTERSTATE 25 & CASPER MARGINAL BEAUTIFICATION PROJECT.

WHEREAS, the City of Casper desires to enter into a Cooperative Agreement with the Wyoming Department of Transportation for enhancements associated with the Interstate 25 & Casper Marginal Beautification, Project No. 18-044, Federal Project NHPPI-E 185.35 I254165; and,

WHEREAS, the Wyoming Department of Transportation is able and willing to provide those 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 Cooperative Agreement with the Wyoming Department of Transportation for the Interstate 25 & Casper Marginal Beautification Project, in the amount of Thirty-Six Thousand Nine Hundred Sixty-Seven and 00/100 Dollars (\$36,967.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project in an amount not to exceed Thirty-Six Thousand Nine Hundred Sixty-Seven and 00/100 Dollars (\$36,967.00).

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

August 1, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
SUBJECT: Authorizing Amendment No. Three to Extend the Contract with Cigna Health and Life Insurance Company for the Provision of Health Coverage Administrative Services.

Meeting Type & Date

Regular Council Meeting  
August 21, 2018

Action type  
Resolution

Recommendation

That Council, by resolution, authorize Amendment No. Three to extend the contract with Cigna Health and Life Insurance Company for the provision of health coverage administrative services to employees, retirees, and spouses on the City of Casper Health Plan.

Summary

The City of Casper has been self-funded for health insurance since 1984. Since that time, the City has retained a third party administrator (TPA) for administration of services related to the Health Plan. Cigna Health and Life Insurance Company has provided administrative services for the City's health plan since January 1, 2015. Services include processing and paying medical and prescription drug claims per the City's plan document, administration of the City's enhanced disease management program, member engagement services including wellness coaching, and utilization analysis and reporting of medical and pharmacy claims and services.

Cigna was founded in 1982 and is the largest TPA in Wyoming. The medical provider network available through Cigna is the largest in the state and continues to grow annually, aiding the City with cost containment. Additionally, Cigna audits have helped the City identify and rectify costly coverage oversights, including an instance when claims were being paid for a retiree that should have had primary coverage through Medicare. Such audits and the resulting remedies saved the plan nearly \$50,000 per year in ongoing claims costs and led to process improvements that will prevent a similar situation in the future.

Cigna provides the City of Casper \$10,000 annually in wellness funds for clinical/wellness/behavioral programs offered by Cigna. The funds are intended to defray the cost of the program for employees and to reward participation. In the past, the City has used these funds for the annual biometric screening. One program the City is looking to spend these

funds on now is a shared registration fee for health plan members to the NERD Health and Wellness Center.

All established performance measures for Cigna's customer service and claims administration were met for the 2017 plan year and are on target for 2018. The proposed amendment extends the current contract term by one additional plan year, until December 31, 2019. The overall increase with this amendment is \$.52 per employee/member per month, which equates to approximately \$2,627.05 annually. This increase will be paid only by the City of Casper (employer), and retirees, since there will be no health insurance premium increase for City employees in January 2019.

The City's benefit open enrollment period is in September each year for the new plan year, which starts in January. The intention is to continue services with Cigna, while continuing to evaluate what options are best for the future of a health insurance plan benefit overall with the Health fund not being on a sustainable revenue path. Recommendations will be made through the City's Health Plan Design Committee which is meeting monthly to explore what options should be recommended for the plan year 2020.

#### Financial Considerations

Plan administrative costs are budgeted in and paid for from the Employee Health Insurance Fund. A 10% premium increase for the employer was adopted with the FY 2019 budget for this Fund.

#### Oversight/Project Responsibility

Tracey L. Belser, Support Services Director  
Becky Nelson, Health and Safety Specialist  
Keith Hageman, Benefits Technician

#### Attachments

Contract Amendment  
Resolution

**AMENDMENT NO. 3 TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment No. 3 to the Contract for Professional Services (“Amendment”) is entered into on this 31<sup>st</sup> day of July, 2018, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Cigna Health and Life Insurance Company (“Contractor”), 8500 E. Orchard Road, Greenwood Village, Colorado, 80111.

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

**RECITALS**

- A. On January 1, 2015, the City and Contractor entered into a *Contract for Professional Services* (“Contract”) for administration services in conjunction with the City of Casper Health Benefit Plan (“Plan”).
- B. The original term of the contract ends on December 31, 2018 and both parties desire to extend the contract until December 31, 2019.
- C. Effective January 1, 2019, the parties desire to amend compensation rates as described in Exhibit A though December 31, 2019 as follows:

Open Access Plus (OAP) Administrative Charge	\$20.97 PEPM
OAP Access Fee	\$ 5.47 PEPM
Health Matters Preferred (previously OAP PHS + Utilization Management)	\$ 1.60 PEPM

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

**1. INCORPORATION OF RECITALS**

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

**2. AMENDMENT TO PART 4. Term and Termination, SECTION A. Term and Opt-Out.**

The paragraph which begins with “This Agreement Shall be effective” is deleted in its entirety and replaced with the following:

This Agreement shall be effective as of January 1, 2019, and shall continue in full force and effect for a term of one year. Either party, however, may opt-out of the term of this Agreement, with or without cause, by giving at least one hundred twenty (120) days prior written notice of its intent to do so to the other Party.

**3. RATIFICATION**

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

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

APPROVED AS TO FORM

*Walter Tremel*

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR

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

By: *Daniel J. Warner*

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

Printed Name: *Daniel J. Warner*

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

Title: *Senior Client Manager*

RESOLUTION NO. 18-189

A RESOLUTION AUTHORIZING AMENDMENT NO. 3 TO EXTEND THE CONTRACT WITH CIGNA HEALTH AND LIFE INSURANCE COMPANY FOR THE PROVISION OF HEALTH COVERAGE ADMINISTRATIVE SERVICES.

WHEREAS, the City of Casper entered into an *Administration Service Agreement* (Contract) with Cigna Health and Life Insurance Co. effective January 1, 2015 to provide Third Party Administration for the City's Health Plan; and,

WHEREAS, the contract term ends on December 31, 2018; and,

WHEREAS, the parties desire to amend Section 4.A of the Contract to extend the Contract for an additional one-year term; and,

WHEREAS, the parties desire to amend Exhibit A with regard to compensation rates; and,


WHEREAS, Cigna is engaged in the business of performing employee benefit services and is willing and able to provide administrative services for the City of Casper Health Benefit Plan; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, *Amendment No. 3 to the Administration Service Agreement* with CIGNA to provide third party administration services for the City of Casper's Health Plan.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to make verified partial payments throughout the term of the agreement in accordance with the Contract as amended.

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



August 17, 2018

MEMO TO: J. Carter Napier, City Manager *for J. Carter Napier*  
FROM: Liz Becher, Community Development Director *lb*  
SUBJECT: Memorandum of Understanding (MOU) for the Gateway West  
Transmission Line Project

Meeting Type & Date:

Regular Council Meeting, August 21, 2018.

Action type:

Resolution.

Recommendation:

That Council, by resolution, approve the Memorandum of Understanding between nineteen (19) Wyoming Municipalities for the Gateway West Transmission Line Project and the corresponding letter to be a party to the permit.

Summary:

On July 30, 2018, Rocky Mountain Power filed an application with the Wyoming Industrial Siting Council (ISC) to build the Gateway West Transmission Line. Nineteen (19) local governmental entities within Sweetwater, Carbon, Albany, and Natrona counties were eligible to receive impact assistance funding from the proposed sales tax revenues from the project. All mitigation fund requests and estimated impacts were due by August 16<sup>th</sup> to the Carbon County Clerk. Representatives from all of the entities then participated in a meeting held in Rawlins that afternoon to negotiate the impact assistance funding and achieve the quota allowed. A unanimous funding recommendation was indeed reached, and the subsequent Memorandum of Understanding (MOU) was drafted to include the impact funding distribution schedule. The MOU must be signed by all 19 entities and an original copy sent to the Carbon County Clerk's office by August 27<sup>th</sup>. The City will receive monthly payments once construction begins. The projects is expected to begin in April 2019 and be completed by October 2020. The transmission line will ultimately reach the West coast.

In addition to identifying potential impacts and quantifying the funds required for mitigation, the 19 municipalities have been encouraged to become a party to the permit process filed to the ISC. This can be done by submitting the attached letter. Becoming a party will allow the City of Casper to be involved throughout the process including participation in upcoming hearings about the project.

Financial Considerations

City Staff requested \$40,000 from the transmission project's proposed tax revenues to use towards impact mitigation for any Fire or Emergency services requested from the City during the construction period in the Shirley Basin area.

Oversight/Project Responsibility

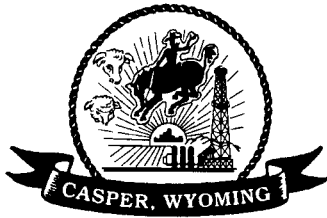
At this time Liz Becher, Community Development Director, will be responsible for overseeing the City's participation in the Gateway West Transmission Line Project.

Attachments

Resolution

Memorandum of Understanding (will be provided when we receive it)

Permit Party Letter from the City



OFFICE OF THE CITY MANAGER

# CITY OF CASPER

200 NORTH DAVID STREET

CASPER, WYOMING 82601

PHONE: (307) 235-8224

FAX: (307) 235-8313

[www.cityofcasperwy.com](http://www.cityofcasperwy.com)

August 17, 2018

Department of Environmental Quality  
Kimber Wichmann  
Principal Economist  
Herschler Building  
122 W. 25<sup>th</sup> Street  
Cheyenne, WY 82002

Dear Ms. Wichmann:

Please be advised that the City of Casper desires to be a party to Rocky Mountain Power's siting permit application recently filed with your office for the Gateway West Transmission Line project. As part of this request we will plan to participate in the hearings as scheduled.

If you need additional information to ensure we are a party, please notify City Clerk Fleur Tremel at (307) 235-8258.

Sincerely,

J. Carter Napier  
City Manager

RESOLUTION NO. 18-190

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN NINETEEN (19) WYOMING MUNICIPALITIES FOR THE GATEWAY WEST TRANSMISSION LINE PROJECT AND THE CORRESPONDING LETTER TO BE A PARTY TO THE PERMIT.

WHEREAS, Rocky Mountain Power filed an application with the Wyoming Industrial Siting Council (ISC) to build the Gateway West Transmission Line; and

WHEREAS, Nineteen (19) local governmental entities within Sweetwater, Carbon, Albany, and Natrona counties were eligible to receive impact assistance funding from the proposed sales tax revenues from the project; and

WHEREAS, the City of Casper requested Forty Thousand Dollars (\$40,000) for impact assistance as it relates to fire and emergency services during the construction phase of the project while it occurs in southwest Natrona County; and

WHEREAS, a Memorandum of Understanding (MOU) was drafted to include the impact funding distribution schedule which must be signed by all 19 governmental entities; and

WHEREAS, the City of Casper and the other governmental entities were encouraged to become a party to the permit process filed to the ISC by submitting a letter to the Wyoming Department of Environmental Quality (WDEQ); and

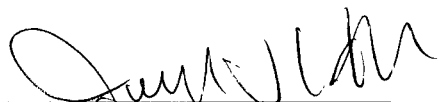
WHEREAS, becoming a party will allow the City of Casper to be involved throughout the process including participation in upcoming hearings about the project.

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, the Memorandum of Understanding.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign the letter to the WDEQ for the City of Casper to become a party to the permit process.

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

APPROVED AS TO FORM:



ATTEST:

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Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Ray Pacheco  
Mayor

August 15, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Public Services Director  
Cynthia Langston, Solid Waste Division Manager  
Sean Orszulak, Solid Waste Superintendent

SUBJECT: Authorizing the Sole Source Purchase of one new International Baler Company TR10N-75 Two-Ram Baler, Steel Belt Conveyor, and Wire Tier, in the amount of \$472,350, from Altitude Recycling Equipment, to be used in the Solid Waste Division.

Meeting Type & Date:

Regular Council Meeting  
August 21, 2018

Action Type:

Minute Action

Recommendation:

That Council, by minute action, authorize the sole source purchase of one new International Baler Company (IBC), TR10N-75 two-ram baler, steel belt conveyor, and wire tier, in the amount of \$472,350, from Altitude Recycling Equipment, to be used in the Solid Waste Division.

Summary:

At the August 14, 2018 Work Session, Council considered a recommendation from staff to approve a sole source purchase of one new baler from Altitude Recycling Equipment to be used in the Solid Waste Division's Materials Recovery Facility (MRF). Equipment to be used in the operation of the MRF was not included in the MRF construction contract to keep general contractor costs low. City staff developed baler specifications to insure low cost baler maintenance and a life of 40 years. The specifications developed included the following.

- i. Removable end-wall – a removable end-wall allows the head to be removed for maintenance relines and unjamming bales. The removable end-wall eliminates confined space entry, decreases maintenance relines by a minimum of 48 hours (up to a cost savings of \$18,000 every 2 years), allows clearing garbage jams within two (2) hours versus 24 to 36 hours (up to a cost savings of \$5,200 per jam or up to \$62,400 per year), and allows using the gather cylinder to remove the garbage versus removing with a skid steer and an auger (eliminating the potential for accidents).
- ii. Solid plate frame design – solid plate frames versus welded pieced frames significantly reduces stress fractures resulting in reduced maintenance costs.
- iii. Enhanced cross-member frame design – all structural cross members are the same grade steel as the frame to protect structural frame from high pressures reducing the likelihood of any major costly structural damage.

- iv. Fully lined chamber – protects structural frame from wear resulting in reduced maintenance costs and extended life of the baler.
- v. Two ram baler – provides ability to bale all types of recycling materials and garbage if needed to serve as an emergency backup garbage baler.
- vi. Integrated operators console and main PLC panel – streamlines trouble shooting and maintenance activities.

The baler specifications were provided to Altitude Recycling Equipment to find baler manufacturers who meet the City's specifications. Altitude Recycling Equipment is located in Denver, Colorado which is the closest baling equipment support service company to Casper. Altitude Recycling Equipment determined there was only one baler manufacturer who could meet the City specifications.

The baling system meeting the specifications is an IBC Baler, model TR10N-75 two-ram baler with a steel belt finned conveyor and wire tier. The specifications unique to the IBC Baler model TR10N-75 include a removable end-wall, solid plate frame design, fully-lined chamber and an integrated operator console and main PLC panel. These unique features are essential for keeping maintenance costs low and meeting a 40-year replacement life based on the quantity of materials estimated to be baled.

The dimensions and size of the above mentioned baling system were used during design of the MRF to specify the location of the baler and conveyor (referred to as the baling system) to be mounted and recessed, respectively in the floor.

Financial Considerations:

Project funding is from Balefill Fund Reserves and included in the Balefill FY19 budget.

Oversight/Project Responsibility:

Cindie Langston, Solid Waste Manager

Sean Orszulak, Solid Waste Division Superintendent

August 6, 2018

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

FROM: Tracey L. Belser, Support Services Director *TLB*  
Thomas Solberg, Fire Chief *TS*  
Zulima Lopez, Assistant Support Services Director

SUBJECT: Authorize the Purchase of One (1) New Crew Cab 4x4 Brush Truck Fire Apparatus, in the Total Amount of \$343,660.34, for Use by the Casper Fire Department.

Meeting Type & Date  
Regular Council Meeting  
August 21, 2018

Action type  
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new crew cab 4x4 brush truck fire apparatus, from Rosenbauer America, Minnesota, to be used by the Casper Fire Department, in the total amount of \$343,660.34.

Summary

On June 20, 2018 bids were requested for one (1) new crew cab 4x4 truck cab and chassis with a Rosenbauer brush fire body. On July 13, 2018, one (1) submittal was received from an out of state vendor. Research was done on the National League of Cities U.S. Communities Government Purchasing Alliance and there is no emergency response vehicles of this type available to use as a bid.

The Casper Fire Department currently has two operational brush trucks. Both brush trucks are due for replacement by age and maintenance costs. The new brush truck will be primarily utilized by the Casper Fire Department to fight wildland fires, and serve as a backup apparatus for structure fires.

The Casper Fire Department would like to evaluate the following options during the build time of the new brush truck to make a recommendation with the current brush trucks to:

- Determine which brush truck should be sold as surplus apparatus, or
- Keep and maintain the current brush trucks as a deployable wildland resource. This option would be an expansion of the Casper Fire-EMS fleet of (1) additional brush truck, for a total of (3) brush trucks.



As required by Wyoming State Statute 15-1-113(b), the notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended purchase of the brush truck fire apparatus from Rosenbauer America, Minnesota, complies with the intent of all required specifications for the new vehicle. The bid was as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Total Amount</u>
(1) One Freightliner Cab & Chassis with Rosenbauer Brush Truck Fire Body	Rosenbauer America Minnesota	\$343,660.34

Financial Considerations

This purchase was approved in the FY18 adopted budget and is funded by One Cent Optional Sales Tax Revenue. Because it could not be awarded in FY18, the funds have been encumbered for use in FY19.

Oversight/Project Responsibility

This purchase will be made by Zulima Lopez, Assistant Support Services Director, with oversight being transferred to Thomas Solberg, Casper Fire Chief, after the equipment is received.

Attachments

No Attachments